


RESOLUTION 2022-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GREENCO SERVICES, LLC FOR SIDEWALK INSTALLATION AT THE MAGNOLIA SPRINGS ARBORETUM

WHEREAS, the Town of Magnolia Springs wishes to install a concrete sidewalk within the Magnolia Springs Arboretum, replacing the damaged sidewalk located at 14819 Spring Street, to maintain and improve the Arboretum for public use.

BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, while in regular session, the Town Council authorizes Mayor Kim Koniar to execute an agreement with GreenCo Services, LLC for sidewalk installation at the Magnolia Springs Arboretum, 14819 Spring Street, Magnolia Springs, Alabama, not to exceed **twenty-thousand, four hundred and seventy-five dollars and zero cents (\$20,475.00)**. The mayor is hereby authorized to disperse the funds in one (1) lump sum payment at completion of project.

ADOPTED AND APPROVED on this 28th day of June 2022.



Kim Koniar, Mayor

ATTEST:



Hannah Driskell, Town Clerk



ESTIMATES #	DATE	EXPIRES
1091	05/02/2022	05/31/2022

Magnolia Springs - Town Arboretum

CUSTOMER

Magnolia Springs, Town of
Town of Magnolia Springs
Magnolia Springs, AL 36555

SERVICE ADDRESS

Town of Magnolia Springs
Magnolia Springs, AL 36555

	Total
Sidewalk to the Springs	\$20,475.00
Town of Magnolia Springs Arboretum	
Total	\$20,475.00

**AGREEMENT BETWEEN THE TOWN OF MAGNOLIA SPRINGS
AND GREENCO SERVICES, LLC**

This Agreement (the "Agreement") is made and entered into as of the 29th day of JUNE, 2022, between the Town of Magnolia Springs, a municipal corporation (the "Town") and GreenCo Services, LLC, an Alabama limited liability company ("GreenCo").

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Scope of Work.** GreenCo agrees to construct a sidewalk within the Town's Arboretum from the gravel parking lot to the wood deck, approximately 2,500 square feet.
2. **Acceptance and Payment.** When the Work described in this Agreement has been fully completed in accordance with the terms hereof, the Town shall perform an inspection of the Work. Upon completion of such inspection and acceptance of the Work by the Town, the Town shall pay to GreenCo the sum of twenty thousand, four hundred and seventy-five dollars and zero cents (\$20,475.00).
3. **Indemnity.** GreenCo agrees to indemnify, defend and hold the Town, its elected officials, officers, agents, and employees harmless from all costs, liabilities, loss and claims for damages of any kind, including reasonable attorney's fees, suffered, paid or incurred by the Town arising out of or by virtue of the performance of this Agreement and/or the activities of GreenCo, its principals, directors, officers, members, managers, agents, servants, and employees in the performance of this Agreement; any injury or damage to person, including death, or property resulting from the provision by GreenCo, its officers, employees, agents, parents, affiliates, or contractors of services hereunder; or GreenCo's failure to pay any bills, invoices, costs and other charges related to or arising out of services hereunder. In the event the Town is made a party to any lawsuit or legal proceeding arising from GreenCo's activities under this Agreement, GreenCo agrees to indemnify and hold the Town harmless from all costs, including reasonable attorney's fees and expenses, associated with the same. This duty shall survive the termination of this contract.
4. **Insurance.** GreenCo, as a condition to entering into this Agreement, shall furnish and maintain, at the amounts described below, during the term of this Agreement the following:
 - a. Workers Compensation: Statutory; and
 - b. Commercial general liability: not less than \$300,000.00.

Certificates of all policies shall be furnished to the Town and acceptable to the Town.

5. **Warranty.** GreenCo warrants to the Town that the sidewalk will be of good quality and will be free from defects. GreenCo agrees to maintain and make any and all necessary repairs, upon demand by the Town, during the warranty period. GreenCo's warranty

excludes normal wear and tear. The warranty period is for two (2) years and such period begins upon acceptance of the Work, pursuant to paragraph 2 above.

6. **Miscellaneous.**

- a. Independent Contractor Status. GreenCo is an independent contractor and neither GreenCo nor its agents or employees are employees of the Town.
- b. Law, Venue and Jurisdiction. All the provisions of this Agreement shall be governed, construed by and administered in accordance with the laws of the State of Alabama. The parties agree that any legal action brought to enforce the terms of this Agreement shall be instituted and maintained only in the Circuit Court of Baldwin County, Alabama.
- c. Assignability. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party, and any purported assignment by any party without such prior written consent shall be void.
- d. Notice. Any notice or demand which is required or necessary to be given under the terms of this Agreement shall be deemed to have been sufficiently given or served for all purposes by being delivered in person to the party to whom the notice or demand is directed, or by being sent as first-class mail, postage prepaid, to other party at the following addresses:

If to GreenCo: GreenCo Services, LLC
 Attn: David Green
 11241 Access Drive
 Foley, AL 36535

If to the Town: Town of Magnolia Springs
 Attn: Town Clerk
 PO Box 890
 Magnolia Springs, AL 36555

JUNE IN WITNESS WHEREOF the parties have signed their names hereto on this 29th day of _____, 2022, after a reading of the whole.

TOWN OF MAGNOLIA SPRINGS, ALABAMA

Kim Koniar / 6/30/2022
Kim Koniar, Mayor Date

ATTEST: Hannah Driskell
Hannah Driskell, Town Clerk

GREENCO SERVICES, LLC
By: [Signature]
Printed Name: David Green
Title: Managing Member
Date: 7/8/2022