

RESOLUTION NO. R17-842

**A RESOLUTION TO AUTHORIZE REPLACEMENT OF FENCING FOR
TENNIS COURT**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve the replacement of certain fencing for a tennis court at a City park;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The tennis court replacement proposal attached hereto as Exhibit A is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 25th day of July, 2017.



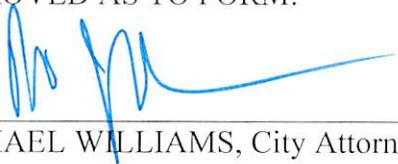
JUDY NEAL, Mayor

ATTEST:



(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

**SERVICE AGREEMENT
BY AND BETWEEN
C & C FENCE COMPANY
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement (“Agreement”) is made and entered into this 28th day of July, 2017, by and between C & C Fence Company (hereinafter, “CONTRACTOR”), and the City of Stockbridge, Georgia (hereinafter, “City”) (CONTRACTOR and City sometimes referred to herein as “Parties”).

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services regarding the installation of certain fencing at a City park tennis court (the “Project”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination.** This Agreement shall expire on the date the Project is completed or December 31, 2017, whichever is sooner, provided however that the provisions of Section 2(c) shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled “Proposal” and related sales proposals all attached hereto and incorporated herein by reference.

(b) The standard of care applicable to CONTRACTOR’s services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney’s fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission

of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. Compensation. CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit A.

4. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and

accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.

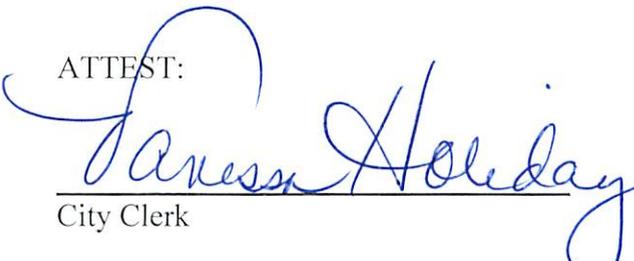
C & C FENCE COMPANY

By: 

CITY OF STOCKBRIDGE, GEORGIA

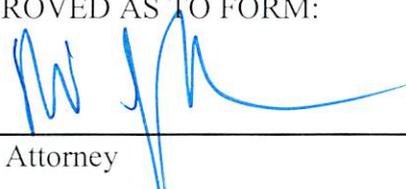
By: 

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A



2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675



Proposal

CITY OF STOCKBRIDGE
GARDNER PARK

Terms & Conditions

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Additional charges may occur if any alteration or deviation, including unusual ground conditions involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Unusual ground conditions may be rock formations, hidden foundations, tree roots, and other similar obstacles. If such obstacles stop completion of job only labor and materials used will be charged. All agreements are contingent upon strikes, accidents or delays beyond our control. Purchaser is solely responsible for the location of the fence in this proposal and will defend C&C Fence Co., Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. Purchaser will notify C&C Fence Co., Inc. of any underground obstructions and is responsible for property plat sheet. Purchaser is responsible for all damages to unknown underground items such as cable TV, septic systems, sprinklers, propane gas lines, low voltage lines, etc. Purchaser is responsible for any special work described in proposal. The parties agree that, in the event the purchaser does not pay all sums as listed on this contract to C&C Fence Co., Inc., it may bring suit against the purchaser and the purchaser agrees to pay all costs of collection, including a reasonable attorney's fee. The purchaser does hereby agree to grant a security interest to C&C Fence Co., Inc. and does further agree that if full payment as agreed is not paid, a lien shall be placed against the contractual property for all sums due including costs of collection and a reasonable attorney's fee as determined by a court of competent jurisdiction. Price does not include any labor or materials for ground sleeves needed for geo-grid matting.

We propose hereby to furnish materials and labor, in accordance with the above specifications, for the sum of : **\$18,748.00**

The items listed above are the only items that will be installed on this project without written change orders. All contracts must include this proposal or have a stated schedule of values.

Payment to be made as follows: **NET 30**

Authorized representative of C&C Fence Company:

STEPHANIE SPRUILL
STEPHANIE@C1-STOPACCESS.COM

7/20/2017
Date

Please Read Terms & Conditions Carefully

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 30 days

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature

7/21/2017
Date

Signature

07.28.17
Date