

RESOLUTION NO. R18-928

**A RESOLUTION TO AUTHORIZE A FIRM FOR REPAIR THE ELEVATOR IN THE MUNICIPAL COURT BUILDING**

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 enter into a contract with a firm for the repair of the elevator in the Municipal Court Building;

WHEREAS, Schindler Elevator Corporation is the recommended firm;

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

**SECTION 1. Approval of Purchase.** The entering into a contract for the repair of the elevator in the Municipal Court Building with Schindler Elevator Corporation in an amount not to exceed \$16,434.00 as presented to the City Council on April 9, 2018 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.

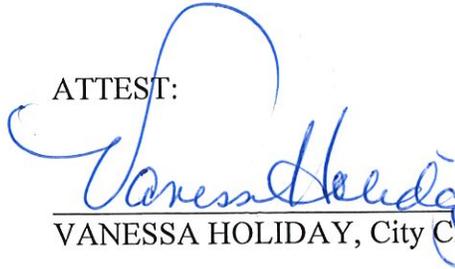
**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

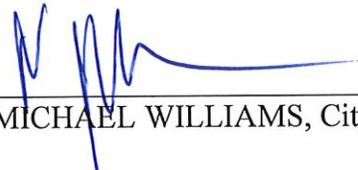
SO RESOLVED this 9<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
ANTHONY S. FORD, Mayor

ATTEST:

  
\_\_\_\_\_  
VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MICHAEL WILLIAMS, City Attorney

**SCHINDLER ELEVATOR CORPORATION**

6600 Highlands Parkway  
Smyrna, GA 30082-4856  
Phone: 770-319-2900  
Fax: 770-319-2924

**UPGRADE ORDER AGREEMENT**

**Date:** 03/23/2018

**Estimate Number:** SBRE-AP7RDL (2018.1.1)

**To:**  
Stockbridge City Hall  
4640 N Henry Blvd  
Stockbridge, GA 30281-3651

**Customer:**  
Stockbridge Municipal Court  
4602 N Henry Blvd  
Stockbridge, GA 30281

**Attn:** Venessa Holiday

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

- Replace Thermal Switch
- Remove Oil
- Dispose of Oil
- Install New Valve
- Install New Oil

**Price:** \$16,434.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)



For an additional discount of 10% off the price noted above, I agree to extend my current maintenance contract, which includes the unit that this fixed price work will be executed on, with all same terms and conditions, for an additional term of the original duration of the maintenance contract.

Randy Knighton  
I am authorized to bind the company

Date: 4/9/2018

**Payment:** 50% of the price is due upon acceptance of this proposal;  
40% of the price is due as work progresses within 30 days of invoice;  
Balance due upon completion, within 30 days of invoice.  
Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

**The attached terms and conditions** are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

\_\_\_\_\_

By: Sharmaine Broome

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 3/23/2018

Accepted:

Randy Knighton

By: Randy Knighton

For: Stockbridge City Hall

Title: City Manager

Date: 4/9/2018

Approved:

\_\_\_\_\_

By: KB Bailey

Title: District Manager

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/ access/ object codes, passwords and the Schindler Ahead feature ("SA") (if applicable) which we will deactivate and remove if the Agreement is terminated.