

CONTRACT NUMBER: 36-21

AGREEMENT BETWEEN OWNER AND CONTRACTOR

**#36-21 SWIMMING POOL CHEMICAL AND GENERAL MAINTENANCE FOR
DAWSON COUNTY**

This Agreement is made and entered into this 27th day of October, 2021 by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and American Pool Aquatic Solutions, LLC (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **#36-21 SWIMMING POOL CHEMICAL AND GENERAL MAINTENANCE FOR DAWSON COUNTY** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Contractor agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the **#36-21 SWIMMING POOL CHEMICAL AND GENERAL MAINTENANCE FOR DAWSON COUNTY** and all addenda, the Contractor's Quote Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's payment bond, if required, for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

CONTRACT DEFINITIONS

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 Agreement Execution. The Agreement Execution means the date both parties execute this Agreement.

2.2 Contract. The word contract has the identical meaning as the word Agreement.

2.3 Contract Documents. The contract documents consist of this Agreement between the County and the Contractor, the request for proposals, addenda issued before the execution of this Agreement, the Contractor's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 Contract Price. The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Contractor pursuant to a change work order or a supplemental Agreement.

2.5 Contract Time. The contract time means the period of time stated herein for completion of work.

2.6 Cost of Work. The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of services or any change work order.

2.7 County. The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 Deliverables. Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Contractor identified in the scope of services as deliverable to the County.

2.9 Drawings. The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 Liaison. Liaison means the representative of the County who shall act as a liaison between the County and the Contractor for all matters pertaining to this Agreement including review of Contractor's plans and work.

2.11 Multi-year Contract. Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that

performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Contractor if appropriations are not made.

2.12 Project. Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

2.13 Specifications. Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.14 Sub-Contractor. A sub-Contractor means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Contractor or Contractor's sub-Contractors to provide part of the work required by a change work order.

2.15 Change Work Order. A Change Work Order shall mean a written order to the Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.16 Work. The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Contractor under this Agreement or change work order.

2.17 Term of Agreement. Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

ARTICLE III

THE WORK

3.1 Scope of Work

3.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications, amendments to the IFB document, and drawings of the Project and in accordance with the quote and specifications as outlined in **#36-21 SWIMMING POOL CHEMICAL AND GENERAL MAINTENANCE FOR DAWSON COUNTY.**

3.1.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described in Exhibit "A":

ARTICLE IV

CONTRACT TIME

4.1 Time and Liquidated Damages

4.1.1 The Contractor shall deliver goods/materials as submitted in the RFQ response upon receipt of the notice to proceed or Purchase Order.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

4.2 Substantial Completion

4.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

4.3 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay the Contractor the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for IFB. The Contractor and Owner shall periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

5.1.2 The Contractor agrees that the Contractor shall not be compensated for customary overhead items that are not referenced within "Exhibit B". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Contractor before any such billing rate adjustments shall be implemented.

ARTICLE VI

PAYMENT OF THE CONTRACTOR

6. Payment

6.1.1 The Owner shall pay to the Contractor on the basis of an executed invoice submitted by the Contractor shall be detailed to reflect the prices referenced in "Exhibit B" and incorporated herein by reference. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Contractor may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After delivery of the goods/materials by the Contractor, the Owner shall pay the Contractor all outstanding invoices. The Contractor agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Contractor resulting from such change work order and project.

6.1.2 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

6.1.3 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

6.2 Withheld Payment

6.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because

of:

- (a) Defective work not remedied by the Contractor;
- (b) Claims of third parties against the Owner;
- (c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) Evidence that the work will not be completed in the time required for substantial or final completion;
- (f) Persistent failure to carry out the work in accordance with the Contract; or
- (g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

6.3 Completion and Final Payment

6.3.1 When all of the goods/materials are finally delivered, the Owner will make final inspection of the goods/materials and, if the goods/materials are in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Contractor will return Attachment "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

6.3.2 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final inspection of goods/materials.

6.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment, as attested to in Attachment "C".

ARTICLE VII

THE OWNER

7.1 Information, Services and Things Required From Owner

7.1.1 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

7.2 Right to Stop Work

7.2.1 If the Contractor fails or refuses to deliver the goods/materials in accordance with this Contract, the Owner may order the Contractor to stop the delivery, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that delivery be resumed. In such event, the Contractor shall immediately obey such order. The stop delivery order referenced herein must be in

writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

ARTICLE VIII

THE CONTRACTOR

8.1 The Contractor shall deliver the goods/materials strictly in accordance with this Contract.

8.2 The Contractor shall supervise and direct the delivery of the goods/materials using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the goods/materials on behalf of the Contractor.

8.3 **Warranty**

8.3.1 The Contractor warrants to the Owner that all labor furnished to progress the delivery under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the goods/materials will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

8.4 The Contractor shall obtain and pay for all fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

8.5 **Supervision**

8.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel to ensure shipment of said goods/materials are handled properly. Absent written instruction from the Contractor to the contrary, the undersigned shall be deemed the Contractor's authorized representative at the shipment site and shall be authorized to receive and accept any and all communications from the Owner.

8.6 **Cleaning the Site and the Project**

8.6.1 The Contractor shall keep the site reasonably clean during performance of the delivery of the goods/materials as stipulated in the IFB document. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

8.7 **Indemnity**

8.7.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

8.7.2 In claims against any person or entity indemnified under this Paragraph 8.7 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 8.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE IV

CONTRACT ADMINISTRATION

9.1 Administration

9.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for delivery of goods/materials. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

9.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all deliveries.

9.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

9.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

9.1.5 The Owner's Representative will review the Contractor's invoice(s) and will certify those amounts then due the Contractor as provided in this Contract.

9.1.6 The Owner's Representative, shall, upon request from the Contractor, perform steps necessary to determine the date of delivery, will receive records, written warranties and related documents required by this contract and will issue a final invoice upon compliance with the requirements of this Contract.

9.2 Claims by the Contractor

9.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

9.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 9.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

10.2 Termination by the Owner

10.2.1 *for Convenience*

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the delivery and the Contractor shall stop delivery when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

10.2.1.4 The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(b) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:

i. Contract prices for labor, materials, equipment and other services accepted under this Contract;

ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 11.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

iv. The total sum to be paid the Contractor under this Subparagraph 11.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

10.2.2 *for Cause*

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the delivery in a timely manner of proper equipment and/or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 11.2.1 and the provisions of Subparagraph 11.2.1 shall apply.

ARTICLE XI

INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability and Automobile Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 11.1.1 and 11.1.4.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

11.1.5 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

12.2 Successors and Assigns

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

12.3 Severability

12.3.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

12.4 Merger

12.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

12.5 Confidential Information

12.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.

12.5.2 All documents and materials prepared pursuant to the RFP and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

12.6 Litigation and Arbitration

12.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

12.7 Condition Precedent – Litigation

12.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Contractor hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Contractor shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

12.8 Term of Agreement

12.8.1 This Agreement shall commence on the 1st day of January, 2022 and shall terminate on 31st day of December, 2022 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor may not request any price increase during the active contract term. Any increase must be requested at time of contract renewal. The County reserves the right to deny price increase requests. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days' notice of the intent not to renew the terms thereof.

12.9 Multi-year Contract

12.9.1 This Contract and Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed.

12.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

12.10 Notices

12.10.1 Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

Owner:

Dawson County Board of Commissioner

Attn: Melissa Hawk

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Phone: 706-344-3500

Email: mhawk@dawsoncounty.org

Contractor:

American Pool Aquatic Solutions, LLC

Attn: James Darke

404 Nine McFarland Drive, Suite 1100

Alpharetta, GA 30004


Phone: 770-638-1665

Email: jdarke@americanpool.com


-Signature Page to Follow-

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

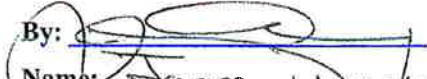
OWNER:
DAWSON COUNTY, GEORGIA

By: 
Name: David Headley
Title: County Mgr.
Date: 10-27-21

Attest:

By: 
Name: Kristen Cloud
Title: County Clerk

CONTRACTOR:

By: 
Name: James W. Clarke
Title: President
Date: 10/27/21

Attest:

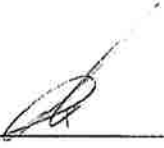
By: 
Name: PAWEŁ DROZDZIAK
Title: President

EXHIBIT "A"

SCOPE OF WORK

Contractor's In-Season service visits will include:

1. All work to be performed beginning the 3^d week of April through Labor Day annually, Monday – Friday between 7:00 a.m. and 8:30 a.m. or Saturday and Sunday between 10:00 a.m. and 11:30 a.m.
2. Three (3) services visits weekly
3. Maintaining chemical balance in accordance with the Rules of Georgia Department of Human Resources, Public Health, Chapter 290-5-57, Swimming Pools, Spas and Recreational Water Parks, at each visit
4. Maintain an inventory of chemicals on hand and provide as copy to staff after each use
5. Vacuuming both the baby pool and the main pool two (2) times a week
6. Scrubbing the tile along the sides of both pools with a stiff brush
7. Clean filter baskets monthly
8. Backwash filter(s) at least once a month
9. Advise management of any and all issues found on-site
10. Adjust, monitor appurtenances to the pool to include but not limited to filter gauges, flow rate, above ground leaks, piping as approved by the Parks Management through an estimate provided by the Contractor staff

Contractor's Off-Season service visits will include:

1. All work to be performed beginning the week after Labor Day through the 2nd week of April annually, Monday – Friday between 7:00 a.m. and 8:30 a.m.
2. One (1) service visit monthly
3. Maintaining chemical balance in accordance with the Rules of Georgia Department of Human Resources, Public Health, Chapter 290-5-57, Swimming Pools, Spas and Recreational Water Parks, at each visit by monitoring and reading reports
4. Maintain an inventory of chemicals on hand and provide as copy to staff after each use
5. Advise management of any and all issues found on-site
6. Adjust, monitor appurtenances to the pool to include but not limited to filter gauges, flow rate, above ground leaks, piping as approved by the Parks Management through an estimate provided by the Contractor staff

Each estimate must include the following information:

1. Date
2. Detailed Description of Necessary Work
3. Estimated Number of Labor Hours and Cost

4. Estimated Parts List, to Include Manufacturer, Part Number and Cost per Item (MSRP and Markup)
5. Total Overall Estimated Cost

Each invoice must include the following information:

1. Date
2. Detailed Description of Work Performed
3. Actual Number of Labor Hours and Cost
4. Actual Parts List, to Include Manufacturer, Part Number and Cost per Item (MSRP and Markup)
5. Total Overall Price

All approval of estimates must clearly identify the Dawson County employee signature or be accompanied by an approving email.

Management Agent/Employees

The Vendor shall assign a main point of contact, or agent who will be responsible for the managing the scope of work within the awarded contract.

Dawson County expects the Contractor to give priority availability on all requests made by the Dawson County Parks and Recreation staff.

All company staff shall be easily recognized by wearing a company uniform. Vendor staff will report to management when on-site to obtain keys to the chemical room.

Damages

Damages caused by the Vendor, or Vendor's employees/subordinates, resulting from work performed will be repaired or replaced by the Vendor at his own expense and the entire work area left in a condition satisfactory to the County.

-End of Exhibit "A"-

In-Season Service Visits per Week	\$284.60 per week/3 visits per week/\$1,138.40 per month from April 1 - September 30
Off-Season Service Visits per Month	\$495 per month/ 2 visits per month from January 1 - March 31 and October 1 - December 31
Hourly Rate for General Maintenance	Price Proposal \$95.00
Percentage Markup on Parts (with receipts)	25%
Warranty (parts & labor)	Parts: 1 year
	Labor: 1 year

-End of Exhibit "B"-

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____ this _____ day of _____,

20_____ appeared before me _____, a Notary

Public, in and for _____, and being by me first duly

sworn states that all subcontractors and suppliers of labor and materials have been paid all sums

due them to date for work performed or material furnished in the performance of the contract

between:

Dawson County Board of Commissioners and _____ (Contractor),

last signed _____, 20___ for the #36-21 Swimming Pool Chemical/General Maintenance for

Dawson County contract.

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before the _____ day

of _____,

My commission expires on the _____ day

of _____,

NOTARY PUBLIC

(Notary Seal)

-Insurance Certificate to Follow-

