



**REQUEST FOR BID –PK241030
ANNUAL CONTRACT FOR T.W. BRISCOE PARK POOL SERVICES AND THE
GROVE AT TOWNE CENTER SPLASH PAD FOR THE CITY OF SNELLVILLE,
GEORGIA**

October 30, 2024

The City of Snellville (City) is soliciting competitive sealed bids from qualified vendors for T.W. BRISCOE PARK POOL SERVICES AND THE GROVE AT TOWNE CENTER SPLASH PAD for the 2025 Service Contract. This contract will include spring/summer open season operation and fall/winter maintenance and may be renewable for up to 2 consecutive years following the initial year of inception.

Sealed bids will be received by the City of Snellville Administration Department, 2342 Oak Road, Snellville, Georgia 30078 until 10:00 a.m. local time on Thursday, November 14, 2024, and then opened publicly at 10:05 a.m. Any bid received after 10:00 A.M. will not be accepted and will be returned unopened to the bidder. The bid envelope must be plainly marked on the outside with the Bid number, name of Bidder and date and time of opening.

Work required under this contract includes, but may not be limited to, furnishing materials, labor, equipment, etc. for the T.W. Briscoe Park Pool and The Grove at Towne Center Splash Pad for the City of Snellville.

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stated that said corporation is authorized to do business in the State of Georgia. No Bidder may withdraw his Bid within sixty (60) days after the actual date of opening.

The City reserves the right to waive any informality and any technicalities, and to reject any or all proposals if it is deemed to be in the best interest of the City to do so.

Bid documents may be obtained from Snellville City Hall, 2342 Oak Road, Snellville, Georgia. Questions concerning this solicitation must be directed to Melisa Arnold at (770) 985-3503 or via email at marnold@snellville.org. Any responses to questions will be in writing only and posted on the bid page of the City's website, www.snellville.org.

Sincerely,

CITY OF SNELLVILLE, GEORGIA

Melisa Arnold
City Clerk
City of Snellville



REQUEST FOR SEALED BID
T.W. BRISCOE PARK POOL AND THE GROVE AT TOWNE CENTER SPLASH PAD SERVICES
- PK241030
CITY OF SNELLVILLE, GEORGIA
October 30, 2024

The City of Snellville (City) is soliciting competitive sealed bids for the T.W. Briscoe Park Pool and The Grove at Towne Center Splash Pad Services for the 2025 Services Contract. This contract will include spring/summer open season operation and fall/winter maintenance and may be renewable for up to 2 consecutive years following the initial year of inception.

Sealed bids for the award of this contract will be accepted at Snellville City Hall, 2342 Oak Road, Snellville until 10:00 a.m. (local time) on Thursday, November 14, 2024. Bids must be submitted in a sealed envelope identifying the bid number and prospective bidder on the outside of the envelope. Bids will be publicly opened at 10:05 a.m. on November 14, 2024 at Snellville City Hall, 2342 Oak Road. The City reserves the right to waive any informality and any technicalities, and to reject any or all bids if it is deemed to be in the best interest of the City to do so.

Questions concerning this solicitation can be directed to City Clerk, Melisa Arnold via e-mail at marnold@snellville.org. Bid specifications can be obtained from the Administration Department, 2342 Oak Road, Snellville, Georgia between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday or on the City website at www.snellville.org.

CITY OF SNELLVILLE, GEORGIA
Matthew Pepper
City Manager, Administration Department



INVITATION TO BID

Sealed bids for *T.W. BRISCOE PARK POOL AND THE GROVE AT TOWNE CENTER SPLASH PAD SERVICES – PK241030* are solicited as follows:

PROJECT DESCRIPTION:

The project consists of the T.W. Briscoe Park Pool and Splash Pad Services for the 2025 Services Contract. This contract will include spring/summer open season operation and fall/winter maintenance and may be renewable for up to 2 consecutive years following the initial year of inception. Work required under this contract may include, but not be limited to, furnishing materials, labor, equipment, etc.

OWNER: City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500

ATTN: Mr. Matthew Pepper, City Manager

PROJECT MANAGER: Lisa A. Platt
Park and Recreation Director
2500 Sawyer Parkway
Snellville, Georgia 30078

RECEIPT OF BIDS:

Bids will be received at City Hall until 10:00 a.m. prevailing local time November 14, 2024. Bids will be publicly opened by the City of Snellville at 10:05 a.m. on November 14, 2024.

BIDDING DOCUMENTS:

Bid Documents may be obtained from Snellville City Hall located at 2342 Oak Road, Snellville, Georgia 30078, on the City website at <https://www.snellville.org/administration/bid-information> or by contacting Melisa Arnold, City Clerk via email at marnold@snellville.org.

BIDDER'S GENERAL QUALIFICATIONS:

All Bidders must submit, with the Bid, written evidence of Bidder's qualifications to perform the Work covered by the Contract Documents, and other documentation called for in Article 3 of the Instructions to Bidders.



BID EXPIRATION:

Bid shall remain valid and shall not be subject to withdrawal for a period of sixty (60) calendar days after the Bid opening, except as provided in the Instructions to Bidders.

AWARD, WAIVER AND REJECTION OF BIDS:

All portions of the Bid Form must be completed in full. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations. To the extent permitted by such laws and regulations, Owner reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid received, and to accept the Bid deemed by it to be in the best interest of the City of Snellville.

DEFINITIONS:

Terms used in the "Invitation to Bid" which are defined in the Bidding Documents shall have the meanings assigned to them by the Bidding Documents.

By: _____ Date: _____
City of Snellville

END
INVITATION TO BID



INSTRUCTIONS TO BIDDERS

BID NUMBER: PK241030

BID DATE: October 30, 2024

PROJECT: ANNUAL CONTRACT FOR T.W. BRISCOE PARK POOL AND THE GROVE AT TOWNE CENTER SPLASH PAD SERVICES FOR THE CITY OF SNELLVILLE

1. GENERAL

1.1 The complete Bid Document Package will include the Advertisement for Bid, Specifications, Bid Documents, and Contract Documents as outlined below:

1.1.1 Advertisement for Bid

1.1.2. Bid Documents which include:

- a. Instructions to Bidders
- b. Bid Form
- c. Subcontractor List
- d. Noncollusion Affidavit
- e. No Bid Form

1.1.3. Contract Documents which include:

- a. Contract Agreement Form – Standard Agreement for Contract Services
- b. Contractor Affidavit & Agreement
- c. Contractor Verification Form

DEFINED TERMS

1.2 Certain terms used in these Instructions to Bidders have the meanings indicated below.

1.2.1 The term "City" means the City of Snellville, Georgia.

1.2.2 The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to the Bidder.

1.2.3 The term "Successful Bidder" means Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.2.4 The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including Contract Forms, Contract Conditions, Specifications, Drawings and all Addenda issued prior to receipt of Bids.)



2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents may be obtained from the City as stated in the Invitation to Bid.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The City, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.
- 2.4 Any part of the Bid Documents may be modified by Addenda.

Where forms are provided, **they must be used without substitution!** Use of forms other than those provided by the City shall constitute a non-responsive Bid and shall be rejected.

NOTE: Bidder must submit one original and one (1) copy of the Bid Documents to include: Bid Form; Instructions to Bidders; Bidders Affidavit; and

3. QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must submit written evidence that Bidder is skilled in work of a similar nature to that covered by the Contract Documents. The information must be presented on the Questionnaire form (00452) included in the Bid Documents with related attachments, which must be submitted with the Bid.
- 3.2 The City may make any investigations deemed necessary to determine the Bidders ability to perform the Work, and the Bidder shall furnish all information and data requested by the City. Nothing herein will prohibit the City from reserving the right to reject any bid from any Bidder that the City considers not properly qualified to carry out Contract obligations or able to satisfactorily complete the Work on schedule.
- 3.3 Bidder must also submit with Bid:
 - 3.3.1 Listings of Subcontractors and Suppliers proposed for the Work as stated in Article 6 of these Instructions to Bidders.
 - 3.3.2 If the Bidder is a corporation, evidence that the corporation is properly registered with the State of Georgia in accordance with the laws of the State of Georgia.
 - 3.3.3 Authority to Execute Bid and Agreement (as stated in paragraph 7.4 of these Instructions to Bidders), and a Noncollusion Affidavit (as stated in paragraph 8.5 of these Instructions to Bidders).



3.3.4 Certificates of insurance for existing coverage. If current insurance coverage does not comply with that specified in the Contract Documents, a statement issued by the Bidder's insurance carrier shall also be submitted with the Bid, giving evidence that the additional insurance will be provided if the Bidder is awarded the contract.

4. EXAMINATION OF BID DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid:

4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including any "technical data" referred to below);

4.1.2 To consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work; and

4.1.3 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given City written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by City is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed in writing to the City.

5.2 Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda and distributed via facsimile and/or email to all parties recorded by the City as having received the Bidding Documents.

5.3 Questions received less than five (5) working days prior to the date for opening of Bids may not be answered.

5.4 Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.5 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.



5.6 Addenda will be sent to all persons holding Bidding Documents by email and/or by facsimile.

6. SUBCONTRACTORS AND SUPPLIERS

6.1 Each Bidder must submit with his Bid a list of Subcontractors and Suppliers proposed for the Work as required on the Questionnaire form. If requested by the City, the Successful Bidder, and any other Bidder so requested, shall, within seven days after the date of the request, submit to Owner a statement of experience with pertinent information as to similar projects and other evidence of qualification including Registration/Certification numbers and corporate authority to operate in the State of Georgia for each Subcontractor and Supplier, person and organization. If City after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, City may, before giving the Notice of Award, request the Successful Bidder to submit an acceptable substitute without an increase in Bid Price.

6.2 If the apparent Successful Bidder declines to make any such substitution, Owner may award the contract to another Bidder that proposes to use acceptable Subcontractors and Suppliers. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor or Supplier listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

7. BID FORM

7.1 The Bid Form is included with the Bidding Documents.

7.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

7.3 Bid Forms must be accompanied by all Documentation listed in Article 3 of these Instructions to Bidders.

7.4 Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and State of incorporation must be shown below the signature. The person signing a Bid for a corporation must include with the Bid the Authority to Execute Bid and Agreement as evidence of the person's authority to bind the corporation.

7.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Proof of proper registration with the State of Georgia must be provided. If requested, the persons signing a Bid for a partnership must produce satisfactory evidence of the person's authority to bind the partnership.



- 7.6 All names must be typed or printed in black ink below the signature.
- 7.7 The Bid must contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 7.8 The address and telephone numbers for voice and facsimile communications regarding the Bid must be shown.

8. SUBMISSION OF BIDS

- 8.1 Bids must be submitted at or before the time and at the place indicated in the Invitation to Bid and must be submitted in an opaque sealed envelope. The envelope must be marked on the exterior: "SEALED BID FOR *ANNUAL CONTRACT FOR T.W. BRISCOE PARK POOL AND THE GROVE AT TOWNE CENTER SPLASH PAD SERVICES FOR THE CITY OF SNELLVILLE (PK241030)*"
- 8.2 The envelope must show the Bid opening time and date listed in the Invitation to Bid. The envelope must contain the Bid, the name and address of the Bidder, any required Bid security, and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face thereof.
- 8.3 Each prospective Bidder is furnished one copy of the Bidding Documents. The Bid Form, included in the Bidding Documents, is to be completed and submitted with required documents to the Owner. All copies of the Bidding Documents, along with all other documents issued for the purpose of preparing Bids, must be returned intact with the Bid.
- 8.4 If more than one Bid is received for the same Contract from an individual, firm, partnership, corporation or association, under the same or different names, none of such Bids will be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the same Contract will cause the rejection of all such Bids in which the Bidder is interested.
- 8.5 If there are reasonable grounds for believing that collusion exists among the Bidders, the bids of participants in such collusion will not be considered. The Noncollusion Affidavit must be completed and submitted with the Bid.

9. MODIFICATION AND WITHDRAWAL OF BIDS

- 9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to



the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

- 9.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and within five calendar days thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

10. OPENING OF BIDS

- 10.1 Bids will be opened publicly as indicated in the Invitation to Bid. An initial bid tabulation documenting the Bid opening and listing Bidders will be available after the date of the Bid opening.

11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 11.1 All Bids will remain subject to acceptance for the period stated in the Invitation to Bid, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.
- 11.2 Extensions of time when Bids will remain open beyond the stated period will be made only by mutual agreement between the Owner, the Successful Bidder, and the surety, if any, for the Successful Bidder.

12. AWARD OF CONTRACT

- 12.1 To the extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 12.2 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.3 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.



- 12.4 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as discussed in Article 6 of these Instructions to Bidders.
- 12.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 12.6 If the contract is to be awarded, it will be awarded to the lowest qualified, responsible and responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. The right is reserved, however to reject any or all Bids, or to accept a Bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.
- 12.7 If the contract is to be awarded, Owner will give the successful Bidder a Notice of Award within the time period stated for expiration of Bids in the Invitation to Bid.
13. SIGNING OF AGREEMENT
- 13.1 When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by two unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen calendar days thereafter Contractor shall execute and deliver all counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten calendar days thereafter, Owner will deliver one fully executed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of attachments with appropriate identification.
14. PRE-BID CONFERENCE AND SITE VISIT
- 14.1 The date, time and place for the Pre-Bid Conference and for the Site Visit, if required, are set forth in the Invitation to Bid.
- 14.2 If a Pre-Bid Conference is deemed necessary, Representatives or Owner will be present to discuss the Project. Bidders are required to attend and participate in the conference. The City will transmit to all prospective Bidders of record such Addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.
15. HEALTH AND SAFETY
- 15.1 It shall be at all times the sole responsibility of the successful Bidder to protect the health and monitor the safety of its personnel, subcontractors, the public, and other persons who may be affected by the Work and the environment within the limits of the Contractors work



area. Throughout the full duration of the Work, the Successful Bidder shall comply with all applicable federal, state, county, and local ordinances, and all applicable requirements of the Owner.

END
INSTRUCTIONS TO BIDDERS



BID FORM

(This Bid Form is a part of the Bid Documents)

BID NUMBER: PK241030

BID DATE: October 30, 2024

SUBMITTAL DATE: _____

BY: _____

PROJECT: ANNUAL CONTRACT FOR T.W. BRISCOE PARK POOL AND THE GROVE AT TOWNE CENTER SPLASH PAD SERVICES FOR THE CITY OF SNELLVILLE

THIS BID IS SUBMITTED TO: City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500

ATTN: Mr. Matthew Pepper, City Manager

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents as written, except as specifically modified, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the contained in the Bid Document Package, including without limitation those dealing City's time for accepting Bid and disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of Bid opening. BIDDER will sign and deliver two copies of the Agreement with the Bonds and other documents required by the Bidding Requirements (in the Instructions to Bidders) within fifteen calendar days after the date of Owner's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

(b) BIDDER has examined the locality where the Work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and



conditions affecting Work cost, difficulty, progress, or performance and has made independent investigations as Bidder deems necessary.

- (c) BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work for which this Bid is submitted as indicated in the Contract Documents.
- (d) BIDDER has give City written notice concerning conflicts, errors, or discrepancies discovered in Bid Document Package and written resolution by City is acceptable to BIDDER.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

(THIS SPACE IS INTENTIONALLY LEFT BLANK)



BID SCHEDULE

- NOTE 1.** Failure to return all of Bid Schedule as part of Bid Document may result in rejection of bid.
- NOTE 2.** The City of Snellville requires firm pricing for the first year of the contract period. Failure to hold pricing firm for the initial first year of contract may be sufficient cause for the City to declare the bid nonresponsive.
- NOTE 3.** Contract may be renewed for a second year provided:
- (a) The price remains static or increases by a pre-designated amount, and
 - (b) Services provided during the first year are satisfactory to the City
- NOTE 4.** Contract may be renewed for a third year provided the Contractor meets the requirements of (a) and (b) of Note 3 above.
- NOTE 5.** In compliance with the specifications referred to herein, the Contractor offers and agrees, if this Bid is accepted by the City Council



Bid Specifications
T.W. Briscoe Park Pool Services
and The Grove at Towne Center Splash
Pad Contract City of Snellville, Georgia

The City of Snellville is currently accepting bids for the 2025 Pool Services Contract. This contract will take effect beginning January 1, 2025 and end December 31, 2025. This contract will include spring/summer open season operation and fall/winter maintenance and may be renewable for up to 2 consecutive years following the initial year of inception.

All details listed within this scope shall be provided in a single, inclusive price.

General Description of Services for The Grove at Town Center Splash Pad Maintain a clean and balanced water reservoir per Gwinnett County Health code. Maintain a functioning splash feature for public use. Be on call for 60-90 minute response to Splash Pad issues. Be able to handle any repair issue that presents itself.

Operations Details for The Grove at Towne Center Splash Pad Maintenance

- 3 service visits per week, evenly spaced through the week.
- Chemicals will be adjusted and recorded on site per Gwinnett County Health Code.
- Service pumps and skimmers each visit.
- Wash and clean the filter grid at minimum once per week.
- All labor, materials and chemicals are to be included in the price.
- Repairs above and beyond routine maintenance must be proposed separately.
- Open the Splash Pad in April by de-winterizing equipment and setting to run and balance
- Close the Splash Pad in October by draining and winterizing.

General Description of Services for Briscoe Park Pool and Splash Pad

Staff the Briscoe pool facility with lifeguards, services technicians and swim lesson instructors for summer swimming, winter service and organized pool programming. Maintain a clean and balanced pool per Gwinnett County Health Code. Maintain and stock the facility for use, including bathrooms, trash cans and offices.

Operations Details for Briscoe Park Pool

- **Pool Maintenance**
- **Personnel Staffing**
- **Swim Lessons**

Operations Details for Pool Maintenance Briscoe Park

Service Tech and Pool Maintenance Requirements

- Lifeguards shall not be responsible for or engage in pool maintenance or service to the filter and pump equipment, including chemical adjustments and settings.
- Pool vacuuming and filter equipment maintenance shall be handled by professional service technicians not directly part of the lifeguard staff.
- The lead technician at minimum shall be a CPO.

Summer/In-Season

- Full pool opening including but not limited to pulling and storing the cover, installing ladders, rails and diving board and bringing all systems up to summer function.
 - Fresh water plumbing and fixtures will be handled by City.
- The pool and splash pad shall receive minimum 3 service visits per week for vacuuming, maintenance to the filter equipment and adjustment to the chemical levels.
- Visits for service shall evenly spaced through the week and made at best effort before public swim times.

Winter/Off-Season

- Full pool closing including but not limited to installing the cover, storing ladders, rails and diving board and bringing all systems to winter function.
 - Fresh water plumbing and fixtures will be handled by City.
- The pool will receive once weekly service visits during the closing months where the pool is left fully functioning, balanced and maintained under the winter safety cover.
- The cover will be pulled once per month and vacuumed to preserve water quality.

Pool Chemicals and Stock

- All chemicals and facilities stock required for the duration of this agreement will be included in the bid price.
 - There will be no upcharge or additional fees for chemicals used for any reason.
 - There will be no upcharge or additional fees for any algaecides, clarifiers or enhancers needed for any reason.
- Approximate totals included:
 - 2,000 gallons of liquid chlorine
 - 400 pounds of chlorine tablets
 - 500 pounds of granular chlorine
 - 800 pounds of balancers.
 - 20 cases or muriatic acid
 - 400 trash bags
 - Unspecified sponges, cleaners, cleansers, soap, etc.

Operations Details for Personnel Staffing Briscoe Park

Lifeguard Staff Hours and Overview

- Provide 7 Red Cross certified lifeguards to open/close and supervise a safe swimming environment through all hours provided below. **Total hours: 3,878.**

Summer Dates:

The day after the last day of public school – The day before the first day of public school

Monday – Thursday, 12:00 p.m. – 6:00 p.m.

Friday – Sunday, 12:00 p.m. – 7:00 p.m.

Post Summer Dates

The first day of public school – Labor Day

Monday – Friday, closed.

Saturday – Sunday and Labor Day, Same as summer hours and staff

On Deck Lifeguard Coverage

- 5 of 7 guards will reside on the pool deck either in stands or walking a zone.
- Lifeguards enforce rules for safety and calm cooperation of patrons.
- Safety Break will be called quarter to the top of every hour for 18 and under swimmers to rest and calm the pool.
- Facilities duties such as cleaning and trash removal will occur at every Safety Break.

Concession Lifeguard Coverage

- The sixth guard that is on duty will handle concessions duty and sell snacks provided by the park. Other details provided by Bidder at Concession Station:
- Provide a means to track inventory through a swim-day.
- Keep a daily balanced cash register with record of items sold.
- Assist guests with other needs like first aid, general questions and swim devices

Gate Access Lifeguard Coverage

- The seventh lifeguard that is on duty will act as the Gate Attendant during all open hours. Gate Attendant duties include:
- Screen patrons for their dress code and other access requirements
- Accept entry fees at the entry window.
- Keep a daily balanced cash register with record of guest entry versus receipts.
- Provide a means to track guests for (in/out) return entry through a swim-day.

Operations Details for Personnel Staffing Briscoe Park cont.

Swim Lessons

- Provide (create) a lesson program to teach and coordinate from, including a detailed curriculum and certificates of completion for the students.
- Provide a lesson coordinator that does not teach lessons, but handles administrative and parent duties for the groups.
- Communicate with lesson parents all lesson details including rain and pool delay issues.

- Provide swim lesson instructors for all lessons. A full swim lesson class is 8x30 minute classes over 2 weeks (Monday-Thursday). Each class will have 4-5 swimmers of similar ability.
- There will be 7 classes of varying abilities over each 2 week session. Classes will be held before and after pool hours.
- There will be 5 sessions over the entire summer (35 total classes)
- Provide an additional lifeguard in addition to instructors, to monitor all lessons.
- There are typically two to three classes of swim lessons occurring simultaneously.
- Total personnel includes an instructor for each class and one lifeguard on deck for safety and a lesson coordinator serve as a point of contact for parents and overall administration.
- City will handle and coordinate sign ups and registration fees.
- City will present class rosters Saturday prior to each session start on Monday.
- There is a total of 140 Instructor Hours, 100 Guard Hours and an unspecified number of Coordinator Hours.

Additional Details

City will furnish and keep in good standing the following:

- All utility needs
- Garbage service
- Telephone
- First Aid Kit
- Lifeguard stands with umbrellas
- All code required equipment, i.e. pumps, filters, signs, safety equipment, test kits, etc.

Additional Bidder Requirements:

- Provide minimum \$1,000,000 general liability insurance.
- Provide Worker's Comp insurance
- Pay staff as legal employees with proper withholdings for federal and state.
- Provide full management contract outlining additional details of service. Contract will possibly be used as final executable agreement should Bidder be awarded the contract.
- Provide system for repair options that include no items completed without written approval by City. City reserves the right to repair any item as they see fit.



4. The contract period shall be for one (1) year with an option to renew on a yearly base for two further years up to a maximum of three (3) years. The City requires firm pricing during the first year contract period. Contract may be renewed for a second year providing the pricing remains static or increases by a pre-designated amount. Contract may also be renewed for a third year provided the pricing remains static or increases by a further pre-designated amount

Unless otherwise noted, quoted prices for the second year will remain firm. If a percentage of increase is to be incorporated into this bid please note in the space provided below, together with an explanation for the increase. If no increase envisaged state zero (0).

PERCENTAGE INCREASE (SECOND YEAR) = _____%

EXPLANATION OF INCREASE:

Unless otherwise noted, quoted prices for the third year will remain firm. If a percentage of increase is to be incorporated into this bid please note in the space provided below, together with an explanation for the increase. If no increase envisaged state zero (0).

PERCENTAGE INCREASE (SECOND YEAR) = _____%

EXPLANATION OF INCREASE:

Attached prices shall include all labor, materials, overhead (Direct and Indirect), profit, insurance, bonds, and other costs to cover all finished Work.

BIDDER agrees this BID shall be good and may not be withdrawn for a period of sixty (60) calendar days after scheduled closing time for receiving bids. Undersigned Bidder hereby agrees to each and every stipulation in Bid Document Package pertaining to the submission of Bids and further, if awarded the Contract, duly agrees to execute and secure the required Contract and Bid Document Package within fifteen (15) days from service of Notice of Award and deliver a surety bond or bonds as required by General Conditions.

5. The following documents are attached to and made a condition of this Bid:
- (a) Required documents listed in Article 3 of the Instructions to Bidders.



(c) Other documents: _____

6. The terms used in this Bid which are defined in the General Conditions of the Construction Contract or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

Submitted on _____, 20__

State Contractor License No. _____

BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____



A Corporation

By _____ (SEAL)
(Corporation Name)

(state of incorporation)

By _____ (SEAL)
(name of person authorized to sign)

(title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____ Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone Number and Address for receipt of official communications _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).



END of
BID FORM

Bid Form

Bid Number: PK241030

Bid Date: October 30, 2024

BID PRICING SCHEDULE

Bidder submits the following prices for the *T.W. BRISCOE PARK POOL AND THE GROVE AT TOWNE CENTER SPLASH PAD SERVICES SERVICES FOR THE CITY OF SNELLVILLE ON AN ANNUAL PRICE AGREEMENT* identified in the Bid Form as part of this Bid. Pricing must be all inclusive to perform the work assignments.

ITEM #	DESCRIPTION		YEARLY PRICE
1	T.W. Briscoe Park Pool Services		
2	The Grove at Towne Center Splash Pad Services		
	TOTAL =		

Company Name: _____

Telephone: _____

Bidder's Signature: _____

Email: _____



**CITY OF SNELLVILLE
QUALIFICATIONS AND EXPERIENCE
CONTRACTOR QUESTIONNAIRE**

A. GENERAL INFORMATION

1. How many years has your organization been in business as a Contractor? _____
2. Attach qualifications and experience for proposed key personnel who will be assigned to the project, including: Project Manager, Superintendent, Quality Control Officer, etc.
3. Have you ever failed to complete work awarded to you? If so, where and why?

4. What equipment do you own that you plan to use for this Work? Attach a list.



List a minimum of three typical projects that you have completed similar in type, size, and nature as the one(s) under consideration. Attach additional sheets to describe each project if necessary.

a. Name of Project _____
Owner/Engineer _____
Phone Number _____
Address _____
Date Started _____ Date Completed _____
Project Superintendent _____
Value of Contract _____
Description of Project _____

b. Name of Project _____
Owner/Engineer _____
Phone Number _____
Address _____
Date Started _____ Date Completed _____
Project Superintendent _____
Value of Contract _____
Description of Project _____

c. Name of Project _____
Owner/Engineer _____
Phone Number _____
Address _____
Date Started _____ Date Completed _____
Project Superintendent _____
Value of Contract _____
Description of Project _____



B. OTHER INFORMATION

Provide other information to illustrate your qualifications to do the Work. (Include attachments as applicable.)

The undersigned warrants the truth and accuracy of all statements and answers herein contained.

Date Questionnaire Submitted: _____, 20____

Name of Bidder _____

Authorized Signature _____

Name & Title of Signer (Printed) _____

Business Address _____

Phone Number _____ Fax Number _____

The following sheets and documents are attached:

END QUESTIONNAIRE



SUBCONTRACTOR LIST

List subcontractors who will be used for the Work.

	<u>Subcontractor</u> <u>(Name, Address, Tele, No.)</u>	<u>Work to</u> <u>Be Performed</u>	<u>Est. %</u> <u>of Work</u>
1.	_____	_____	_____ %
	_____	_____	
	_____	_____	
2.	_____	_____	_____ %
	_____	_____	
	_____	_____	
3.	_____	_____	_____ %
	_____	_____	
	_____	_____	
4.	_____	_____	_____ %
	_____	_____	
	_____	_____	
5.	_____	_____	_____ %
	_____	_____	
	_____	_____	
6.	_____	_____	_____ %
	_____	_____	
	_____	_____	
7.	_____	_____	_____ %
	_____	_____	
	_____	_____	
8.	_____	_____	_____ %
	_____	_____	



**CITY OF SNELLVILLE
NONCOLLUSION AFFIDAVIT**

For Project: _____

Bid Date: _____

State of _____)

ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) Signer is the [*Owner, Partner, Officer, Representative or Agent*] (circle one) of _____, the Bidder that has submitted the attached Bid.
- (2) Signer is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signer, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against City of Snellville, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interests, including this affidavit.

Subscribed and sworn to before me

BY: _____
(Signature)

this _____ day of _____, 20 _____.

(Title)

My commission expires _____.

END
NONCOLLUSION AFFIDAVIT



**NO-BID NOTIFICATION
PK241030**

City of Snellville Request for Bid – Annual Contract for T.W. Briscoe Park Pool Services

Name of Firm: _____

Primary Contact: _____

Business Address: _____

Business Telephone Number: _____

Reason for not bidding: _____

Respectfully submitted:

By: _____

(Signature)

(Title)

(Date)

POOL MANAGEMENT AGREEMENT

THIS AGREEMENT, between _____ (the "Company") and **The City of Snellville** (the "Owner"), is to provide for the operation and management by the Company of the Owner's pool located in Gwinnett County, Georgia, in accordance with the specification, conditions, and terms set forth herein.

1. **EFFECTIVE DATE:** This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) January 1, 2025 through December 31, 2025.

2. **PROPOSAL EXPIRATION OPTION:** This contract is void at the Company's option if not executed by the Owner and returned to the Company by January 31, 2025.

3. **ACCESS AND UTILITIES:** The Owner agrees to permit and maintain free access to the pool site and, prior to **January 15, 2025** of each year, provide three (3) **sets of keys** to Company to all locks required to operate the pool.

Company shall keep and safeguard keys and release keys only to authorized personnel. NOTE: If Owner changes lock at pool site, three (3) sets of keys should be supplied to Company within three (3) working days.

Owner further agrees to furnish without cost to Company:

- (1) Water
- (2) Electricity
- (3) 110 volt electrical outlet in pump room
- (4) Receptacles for trash
- (5) Garbage pick-up service
- (6) Original first aid kit, each year, and any other first aid supplies.
- (7) Telephone (If telephone is ever out of service pool shall be closed until repair is complete.)
- (8) Lifeguard stand and umbrella for lifeguard stand.
- (9) Equipment to operate pool required by local county health codes. I.e. ring buoys, rescue tubes, test kit, chemical feed pumps, etc.
- (10) Provide a copy of any Health Department Violations Inspections/Notices upon Owners receipt.
- (11) Complete written copy of pool rules.

4. **MINIMUM SAFETY STANDARDS:** Owner agrees and acknowledges that it is Owner's responsibility and duty to operate Owner's pool within the established local health department regulations and minimum safety standards. The National Spa and Pool Institute (NSPI) "Minimum Standards for Public Pools," the National Electric Code, and any and all local health and building codes shall be used as minimum standards for safety herein. The NSPI "Minimum Standards for Public Pools," may be obtained from NSPI, 2111 Eisenhower Avenue, Alexandria, VA 22314; the National Electric Code is available from the National Fire Protection Association,

Batterymarch Park, Quincy, MA 02269; and local health codes are available from the county environmental health department.

5. **PERMITS**: The Company shall assist the Owner in obtaining a swimming pool operating permit from the local health department. Company shall have the option to pay fees associated with obtaining a pool permit, as determined by the local health department. If Company pays said fees, then Owner agrees to reimburse Company under the terms in section (23) **PAYMENTS**, the cost of the pool permit. The Company shall assist the Owner regarding necessary parts and repairs required to satisfy health department requirements. These parts and repairs shall be made in accordance with section (23) **REPAIR WORK**.

6. **OPENING**: Company shall make pool "ready to swim" by completing the following services, where applicable:

- (1) Clean pool (Pool must be clean and algae free.
- (2) Clean pool decking;
- (3) Inspect chemical feed pumps
- (4) Inspect all filtration equipment
- (5) Inspect flow meters, pressure gauges, and valves
- (6) Mount diving boards, guard chairs, and ladders
- (7) Clean bathhouse
- (8) Inspect water-testing supplies. Company shall supply an appropriate test kit before opening day.
- (9) Fold pool cover(s)
- (10) Order, store, and inject all necessary chemicals to establish proper levels for:

- | | |
|---------------------|---------------------|
| A. Free chlorine | D. Cyanuric acid |
| B. Total Alkalinity | E. Calcium hardness |
| C. PH | |

- (11) Start up filtration system.
- (12) Perform requisite repair work as authorized and needed by Owner (see section (23) **REPAIR WORK**). Note: Company shall have the option to install and/or replace pool items necessary to **meet local code requirements**.
- (13) Inspect all skimmers/ gutters
- (14) Inspect vacuum system
- (15) Inspect return inlets
- (16) Inspect pump room valve system

7. **CLOSING**: Unless the Owner elects section (17) **EXTENSION OF OPERATION**, the pool shall be considered closed to swimmers by September 26, 2025 and the Company shall close the pool as soon after that date as Company deems possible. The Company shall complete the following services to close the pool:

- 1) Pump pool water to correct level.
- 2) Install Owner's cover.

- 3) Drain pumps and hair/lint strainer.
- 4) Backwash and drain filter tanks.
- 5) Open all valves to appropriate settings.
- 6) Store Owner's deck furniture.
- 7) Remove and store skimmer parts.
- 8) Remove and store all moveable ladders, lifeguard chairs, at Owner's written request.
- 9) Clean and store chemical feeders.
- 10) Drain and store water hoses.
- 11) Lubricate filter system valves.
- 12) Grease motor bearings.
- 13) Prepare an inspection closing report.

8. **CHEMICALS AND SUPPLIES:** Company agrees to supply, at its expense:

1. The following chemicals for safe and clean pool water shall be provided throughout the summer. **Copper algacides are extra, and used only when necessary, for the treatment of mutated algae.**

Chlorine	diatomaceous earth
calcium chloride	soda ash
sodium bicarb	pool acid
stabilizer	

2. The Company shall perform light cleaning and disinfecting services for the sink area, commodes, and floor of restroom.

The Company shall also restock restrooms with the following supplies:

soap	deodorizers
disinfectant	toilet tissue
paper towels	trash can liners for pool

3. The following cleaning supplies:

mops	toilet bowl brush
brooms	scrubbies
buckets	sponges

4. Normal incandescent light bulbs for the bathrooms, pump room, and lifeguard room. The Owner agrees to be responsible for replacing all other light bulbs.

5. Owner agrees to be responsible for providing, with no cost to Company, the following items/equipment:

water hoses	algae brushes	chemical drums
pool vacuum heads	leaf net	first aid kit
pool poles	shepherd hook	water test kit
pool vacuum hoses	pool rules sign	2 chemical feed pumps
ring buoys	trash receptacles	
rescue tubes	safety rope and buoys	

(Note: If owner requests any specific type of supply, the company shall accommodate owner's request to the best of its ability. Additional charges may apply.)

9. **WATER QUALITY:** Company shall be responsible for maintaining the condition of the swimming

pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers.

1. Free chlorine
2. PH
3. Total Alkalinity
4. Calcium Hardness
5. Cyanuric Acid

If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pool, the Company shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. This shall not require any change or adjustment in any provisions of this Agreement.

Emergency Closing of pool: The Owner and/or the Company may close the pool in an emergency situation, whether the emergency is caused by a breakdown of equipment, any act of God, repairs, or by any other causes outside the control of Company. This shall not require any change or adjustment in any provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operation Company shall refund fifty percent (50%) of the daily operational cost to Owner until such time as the pool is reopened for normal operation.

Any work or items performed or supplied by Company shall be subject to the conditions in the (23) **REPAIR WORK** provision of this Agreement.

10. **FIRST AID KIT:** Owner agrees to be responsible for supplying a completely stocked first aid kit, consistent with local health department regulations thirty (30) days prior to opening date. If first aid kit is not provided for, each year, then Company shall have the option to provide one. Owner agrees to pay for first aid kit as provided for in section (23) **REPAIR WORK**.

11. **TELEPHONE:** The Owner agrees to be responsible for providing an operational landline telephone that can receive calls (no cell phones) thirty (30) days prior to opening and accessible to Company's lifeguards at pool site. Consistent with health department regulations and for safety reasons pool shall only be open when the telephone is operational. (Company recommends a non pay phone with restricted services to prevent toll and long distant charges.)

12. **VANDALISM:** Upon authorization from Owner, the Owner agrees to pay additional reasonable charges for cleanup as the result of vandalism or acts of God, in accordance with section (23) **PAYMENTS**.

13. **RAIN DAY:** On rain days the Company shall keep one (1) lifeguard at the pool until 6:00 p.m. At 6:00 p.m., if the weather is still unsuitable for swimming, the pool shall be closed for the remainder of the day. Company shall have the right to close the pool early in the event of severe weather with no refund due the Owner.

14. **PRE/POST WALK THROUGH:** At the Owner's written request the Company shall join the Owner in a complete inspection of the Owner's facility. It is the intention of the Company to provide the Owner with a detailed and specific account of the condition, and long term as well as short term needs of the pool. Upon inspection, the Company shall provide a written report sent to the Owner. At the Owners request, Company shall perform any repairs listed in the report, in accordance with section (23) **REPAIR WORK.**

15. **POOL OPERATION:** Company recommends that supervision by certified personnel be required for any use of the pool. Owner agrees to indemnify and hold Company harmless for any claims arising from use of pool other than during supervised hours. Company shall schedule certified lifeguards to operate the pool on the following schedule:

DATES OF OPERATION:

HOURS OF OPERATION:

Summer Dates- The day after the last day of public school- The day before the first day of public school

Monday- Thursday, 12:00 p.m.-6:00p.m.

Friday- Sunday, 12:00 p.m.-7:00p.m.

There will be 4 lifeguards on deck (3 at main pool & 1 at wading pool) with Adult Swim breaks.

There will be 2 lifeguards on a 15 break that will rotate with the 4 guards on deck for a combined rotation of 60 minutes up and 30 minutes down.

Post Summer Dates- The first day of public school- Labor Day

Friday, 3:00p.m.- 7:00p.m. (2 lifeguards, 1 gate cashier)

Saturday- Sunday and Labor Day, Same as summer hours and staff

Note: If a Holiday falls on a day when the pool is normally closed, the pool will be open on that day and closed the following day. If Owner elects to change the above schedule any time during this Agreement, the Owner agrees to provide 7 day written notice to allow company time to accommodate schedule change.

16. **ADDITIONAL LIFEGUARDS:** The Company agrees to schedule lifeguards for extra hours of operation at the written request of the Owner and subject to the following:

(1) Whereas the Company shall schedule lifeguards for extra hours of operation, the Owner agrees to be responsible for giving the Company no less than seven (7) days of prior written notice.

(2) The Company shall not schedule any lifeguards beyond the hour of 11 :00 p.m.

(3) Lifeguards scheduled by the Company, other than those specified in this contract, shall be at the rate of \$18.50 per lifeguard hour. Amount shall be payable to the Company with the seven (7) day prior written notice. This cost is in addition to the fees as provided hereinafter.

(4) The Company shall not be responsible for the actions of lifeguard personnel when they are acting pursuant to private agreements with members/patrons using Owners pool.

17. **INSTRUCTIONS/ COACHES:** Company shall provide swimming instruction for Owner's members. Company shall have rights to swimming lessons at Owner's pool during the term of this Agreement.

Group lessons shall be available on the basis of eight (8) classes of thirty (30) minutes each (a "session"). No more than five (5) students may be enrolled in a class. A minimum of three (3) students must be enrolled to form a class prior to its commencement.

18. **PERSONNEL:** The President of the Company shall visit the pool no less than once every two weeks to check over the operation and condition of the facility. Company personnel who shall work at the Owner's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be retained by the company and be supervised solely by the Company.

(1) The Company agrees to pay the following for Company staff:

- | | |
|---------------------------------|-------------------------------------|
| a. wages | d. state unemployment insurance |
| b. income tax withholdings | e. federal unemployment insurance |
| c. social security withholdings | f. workmen's compensation insurance |

(2) The Company shall train personnel. Lifeguards not performing up to the standards of the Owner will be replaced by the Company within 48 hours of receipt of written request by Owner or designated representative

(3) Personnel employed by the Company shall have proper credentials required by the local Health Department.

(4) Personnel employed by the Company shall be required to go through the Company's orientation training, onsite training, and a post Memorial Day Lifeguard training review test.

(5) Personnel shall be required to be trained in the area of blood borne pathogen and provided a blood borne pathogen exposure control kit. (This is an OSHA requirement).

(6) Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility, within their best judgment and sole discretion consistent with the published and posted rules of the Owner and minimum safety standards as established herein.

(7) Company's full time management staff shall train personnel on independent mechanical operation of Owner's facility.

(8) Company's full time management staff shall supervise personnel. Company supervisors shall be required to inspect the Owner's facilities no less than two (2) times each week to check performance of personnel.

(9) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at, service, or be connected in any way with the pool named herein for a period of one (1) year from the date of expiration or cancellation of this Agreement. Owner further agrees

not to contract for swimming pool maintenance or services as described herein with any other company or individual who makes use of former Atlanta Club Pools personnel to work at, service, or be connected in any way at the pool named herein for a period of one (1) year from the date of expiration or cancellation of this Agreement.

19. **PERSONNEL RESPONSIBILITIES:** Personnel shall be required to be responsible for the following duties:

- 1) Contacting of Owner's representative before pool opening for instruction on Owner's rules and regulations.
- 2) Lifeguarding main pool and supervise wading pool.
- 3) Checking water chemistry and record readings.
- 4) Maintaining chlorine and pH balance of pool water.
- 5) Cleaning tiles around pool edge according to companies cleaning schedule.
- 6) Back washing filtration system as needed.
- 7) Cleaning pump system hair and lint strainer basket(s).
- 8) Cleaning trash in swimming pool area.
- 9) Vacuuming pool according to companies cleaning schedule.
- 10) Emptying trash receptacles.
- 11) Replenishing janitorial supplies in bathhouse.
- 12) Enforcing Owner and Company's rules for the safety and convenience of Owner's members.
- 13) Assisting Owner in monitoring membership. (Keeping in mind lifeguarding the pool and a. safety is their first priority).
- 14) Report medical or disciplinary action to the Company (copies of reports available to Owner a. upon written request).
- 15) Lock and secure facility upon closing. In cases where members may swim when guard is not on duty the guard agrees to announce their departure and secure the facility.
- 16) Guard agrees to demonstrate safety rescue procedures.
- 17) Owner agrees to report and document any action that may jeopardize the spirit and content of this Agreement to company's corporate office.

20. **INSURANCE/LIABILITY:** The company shall maintain the following coverage:

- (1) Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.
- (2) General liability insurance in the amount of **\$1,000,000.00**
- (3) Professional liability insurance and punitive damages on the lifeguards in the amount of **\$1,000,000.00**

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$200 payable in accordance with section (23) **PAYMENTS**. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan". The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personnel property of any person or persons utilizing the pool or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

- (1) Premises liability insurance.
- (2) Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

21. **REPAIR WORK**: The Company shall stand ready to perform any repair work needed during the term of this Agreement. It is understood that repair work is an independent covenant of this contract and notwithstanding any alleged breach of any other covenant. Owner shall have the option of using another contractor for repair work. Work performed by Company shall be billed as follows:

- (1) Company shall perform minor repairs to the pool and recirculation system as part of the service provided; however, the Owner agrees to pay for parts and/or material. The Company shall be on call for service work six days a week.
- (2) Repairs required, due to the direct result of error by Company, shall be paid by the Company **with no cost to the Owner.**
- (3) Any work or equipment in excess of \$75.00 to be provided by Company or Company's Sub Contractors, shall be undertaken only upon authorization by the designated representative of Owner. Upon authorization, Company shall perform work and invoice Owner. Owner agrees to pay repair bills and invoices in accordance with section (23) **PAYMENTS.**
- (4) Repair work wherein the cost does not exceed \$75.00, Company shall invoice Owner. Owner agrees to pay repair bills and invoices in accordance with section (23) **PAYMENTS.**
- (5) For necessary items/parts not exceeding \$75.00 per item/part, Company shall invoice Owner. Owner agrees to pay for items/parts in accordance with section (23) **PAYMENTS.**
- (6) The Company shall arrange for repair of plumbing or electrical equipment at the Owner's request. The cost of such repairs, plus twenty percent (20%), shall be invoiced to Owner by the Company. Owner agrees to pay invoice in accordance with section (23) **PAYMENTS.**
- (7) The Company shall assist the Owner with regards to any necessary major repairs.

22. **MISCELLANEOUS:**

- (1) Owner agrees to allow Company to display a sign on the pool premises.
- (2) Owner agrees to communicate any comments, suggestions, or complaints concerning the pool, pool staff, or management service directly to the Company's corporate office.
- (3) The Company shall not be liable for pool and damages caused by hydrostatic lifting or faulty construction.
- (4) To comply with national, state and local codes and recommendations, the Company shall close and treat Owners pool in the event that fecal matter, vomit, or blood should contaminate the pool.
- (5) If there is a change in local, state or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present a new contract amount or additional charges to Owner, who shall have thirty (30) days to accept or reject the new amount. If the Owner does not accept the new amount, this contract is void at the Company's option.
- (6) Company reserves the right to close pool if air temperature is 69 degrees or lower with no refund due to Owner.

23. **PAYMENTS:** The company hereby proposes to perform the work and services set forth above for the price of \$00000.00 per swim year, upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

(1)	\$
Total	\$

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

24. **CANCELLATION:** The Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities. Owner agrees that due to the conciseness of the swim year, time is of the essence. Owner agrees to place all complaints and or concerns in writing to Company's corporate office as soon as possible. Company shall then have (5) days to remedy the documented problem. Documentation shall measure the non-performance of company's responsibilities. During the duration of this Agreement from time to time Owner's

management, officers and/or pool committees may change. It is for this reason that this section is closely followed.

(1) Owner shall notify Company at 2342 Oak Road, Snellville, GA 30078- by certified mail and by phone at 770-985-3535 of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of Agreement. (the "Remedy Period")

(2) If Company fails to remedy the violation within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This Agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")

(3) In the event that the Owner terminates Agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows:

Divide the contract price by the total number of days of operation (the first day of the contracted swim season to the last day of the contracted swim season as determined in section I of this Agreement). This daily operation cost shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the amount of the contract price paid to the Company by Owner as of the termination date. Company shall refund fifty percent (50%) of the remaining amount paid to the Company by Owner as of the termination date.

(4) Refund shall be paid within fourteen (14) business days after termination.

25. **OWNER CONTACT PERSON:** Please direct all Company communications to the following Owner/Representative:

Name: City of Snellville Parks & Recreation Department
Attn: Lisa Platt
Street: 2500 Sawyer Parkway
City: Snellville
State: Georgia
Zip: 30078
Work Telephone: 770-985-3534
E-Mail: lplatt@snellville.org

26. **RENEWAL DATE:** This Agreement shall continue from year to year on the same terms and conditions set forth herein, and at an amount not to exceed an increase of two percent (2%) each swim year. In the event that Owner allows this Agreement to renew itself on 15, (the "renewal date") Company shall adjust the operation dates as stated in section (1) **EFFECTIVE DATE** and section (16) **POOL OPERATION** of this Agreement to match the current calendar year.

Company shall invoice Owner of the price increase and payments shall be due in accordance with section (23) **PAYMENTS**. In the event that Owner desires not to renew and extend this Agreement as provided herein, Owner shall provide Company with written notice by certified mail delivered to _____

prior to January 1, of each year. Owner further agrees that certified notice given after January 1, of any year (the "renewal date") shall cancel the next "renewal date" of the management Agreement.

27. **GOVERNING LAW**: The laws of the State of Georgia shall govern this Agreement.

28. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT**: This Agreement constitutes the **entire Agreement of the parties and supercedes any prior Agreements, understandings or negotiations, written or oral**. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Company and so their respective heirs, successors and assigns.

29. **SEVERABILITY**: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. **NONWAIVER**: Owner and Company agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

31. **ATTORNEYS FEES**: In the event of Owners breach of Agreement or legal action to enforce the rights of Company under the terms of this Agreement, the parties agree that the Company shall be entitled to receive as additional damages, any and all litigation expenses, including attorney's fees.

32. **ACCEPTANCE**: Acceptance of this Agreement by Owner through signatures below, and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

Dated this _____ day of _____, 2025.

Company Name

City of Snellville

By: _____
Signature

Signature

Print Name

Print Name

Title

Title

DRAFT

Contractor Affidavit and Agreement:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Snellville has registered with and is participating in a federal work authorization program* [any of the electronic verification or work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Snellville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Snellville at the time the subcontractor(s) is retained to perform such service.

E-Verify User Identification Number

Date Registered

Legal Company Name

Company Address

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)



**CITY OF SNELLVILLE
ADMINISTRATION DEPARTMENT**

CONTRACTOR VERIFICATION

City of Snellville Contract No. _____

Part I. This contract is for the physical performance of services where more than three (3) persons are employed on the City of Snellville contract.

Check one: Yes _____ No _____

If "Yes" is checked, complete Part II. If "No" is checked skip Part II, sign and date.

Part II. This will affirm that within the previous 12-month period _____ (name of contractor) and its subcontractors have conducted a verification of the social security numbers of all employees who will perform work on this City contract to ensure that no unauthorized aliens will be employed. All documents and records of this verification process shall be retained for period of three (3) years following completion of the contract.

By: Contractor Representative

Date

Printed Name

Printed Title

Signature