

**CONTRACT FOR
SHAMROCK PAVILION A/V SYSTEM DESIGN & INSTALL**

RFP Number: TYR-2026-01

between

TOWN OF TYRONE, GEORGIA

and

S&L INTEGRATED SYSTEMS, LLC

Contract Date: [_____], 2026

CONTRACT AGREEMENT

This Contract ("Agreement") is entered into as of the _____ day of _____, 2026 (the "Effective Date"), by and between the **Town of Tyrone, Georgia**, a municipal corporation organized under the laws of the State of Georgia, with offices at 950 Senoia Road, Tyrone, GA 30290 (the "Town"), and **S&L Integrated Systems, LLC**, a Georgia limited liability company, with principal offices at 7 Midway Road, Thomasville, GA 31757 (the "Contractor").

RECITALS

WHEREAS, the Town issued Request for Proposals No. TYR-2026-01 (the "RFP"), dated March 2, 2026, together with Addendum Number 1, dated March 13, 2026, soliciting proposals for the design, furnishing, installation, programming, commissioning, training, and warranty of an audio/visual system at the Shamrock Pavilion, located at 960 Senoia Road, Tyrone, Georgia 30290 (the "Project"); and

WHEREAS, the Contractor submitted a proposal dated March 30, 2026, including Quotation No. 23167, dated March 25, 2026 (the "Proposal"), which was evaluated and selected by the Town as the most responsive and responsible submission; and

WHEREAS, the Town Council approved the selection of the Contractor at its meeting on April 2, 2026; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions governing the performance of the Work;

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

ARTICLE 1 — DEFINITIONS

1.1 "Acceptance" means written confirmation by the Town that the Work, or a defined portion thereof, has been completed in conformance with the Contract Documents and has passed all required acceptance tests.

1.2 "Addendum" means Addendum Number 1 to the RFP, dated March 13, 2026, attached hereto as Exhibit B.

1.3 "Change Order" means a written instrument signed by both parties modifying the scope, schedule, or Contract Price.

1.4 "Contract Documents" means this Agreement, the RFP (Exhibit A), the Addendum (Exhibit B), the Contractor's Proposal (Exhibit C), the Scope of Work and Equipment Schedule (Exhibit D), the Project Schedule (Exhibit E), the Insurance Certificate (Exhibit F), the Performance Bond (Exhibit G), and all Change Orders issued hereunder. In the event of conflict among the Contract Documents, the order of precedence shall be: (a) this Agreement; (b) Change Orders (most recent first);

(c) the RFP and Addendum; (d) the Contractor's Proposal and Scope of Work.

1.5 "Contract Price" means the total lump-sum amount payable to the Contractor for the Work, as set forth in Article 4.

1.6 "Day" means calendar day unless otherwise specified.

1.7 "Notice to Proceed" or "NTP" means written authorization from the Town directing the Contractor to commence the Work.

1.8 "Project Manager" means the Town's designated representative for day-to-day administration of this Agreement.

1.9 "Substantial Completion" means the date on which the Work is sufficiently complete, in accordance with the Contract Documents, so that the Town can use the system for its intended purpose, as certified in writing by both parties.

1.10 "Work" means all labor, materials, equipment, services, and deliverables required of the Contractor under the Contract Documents.

ARTICLE 2 — SCOPE OF WORK

2.1 General. The Contractor shall design, furnish, install, program, test, commission, train Town staff on, and provide warranty support for a complete audio/visual system at the Shamrock Pavilion, as more particularly described in the Scope of Work attached as Exhibit D and the minimum technical requirements set forth in the RFP (Exhibit A, pp. 4-5). The Work includes all audio, video/projection, lighting, infrastructure, control, and networking components described in the Contractor's Quotation No. 23167.

2.2 Deliverables. The Contractor shall deliver the following:

- Design and engineering documents including speaker locations/aiming, projector mount location, screen location, lighting fixture locations, control locations, cable routing, signal flow diagram, power diagram, and network diagram.
- Audio system as specified in Scope of Work Sections 1.1 through 1.9.
- Video/projection system as specified in Scope of Work Sections 2.1 through 2.3.
- Lighting system as specified in Scope of Work Sections 3.1 through 3.3.
- Infrastructure as specified in Scope of Work Sections 4.1 through 4.3.
- As-built documentation including signal flow diagrams, rack elevations, cable schedule, and breaker map.
- Staff training session covering system startup/shutdown, preset operation, wireless microphone handling, projection screen deployment and storage, and basic troubleshooting.
- Assistive listening system with twelve (12) portable FM receivers for audience use.

2.3 Equipment. All equipment furnished under this Agreement shall be new and unused and of like kind to the Equipment Schedule (Exhibit D). Substitutions require prior written approval from the Town. Substituted equipment shall be of equal or greater quality and capability.

2.4 Site Verification. Within five (5) Days of NTP, the Contractor shall conduct a site survey and field verification to confirm conduit pathways, power availability, mounting conditions, and available space, as required by the RFP. The Contractor shall promptly notify the Town in writing of any conditions that differ materially from the Contract Documents.

2.5 Permits and Licenses. The Contractor shall obtain and pay for all permits, licenses, and inspections required for the Work, except as specifically identified as the Town’s responsibility. The Contractor shall comply with all applicable federal, state, and local codes and regulations.

2.6 Coordination. The Contractor shall coordinate with the Town’s internet service provider (WOW fiber) for service termination at the pavilion service pull box. The Contractor is not responsible for internet service procurement, recurring costs, or provider delays.

ARTICLE 3 — CONTRACT TIME AND SCHEDULE

3.1 Notice to Proceed. The Town anticipates issuing NTP on or about April 30, 2026.

3.2 Substantial Completion. The Contractor shall achieve Substantial Completion no later than June 30, 2026 (the "Completion Date"), unless extended by Change Order, provided Contractor may add costs and adjust schedule for delays caused by Town or other contractors.

3.3 Project Schedule. The Contractor shall perform the Work in accordance with the Project Schedule attached as Exhibit E and the following milestone dates:

Schedule	Target Date
Site Survey & Field Verification	May 1-5, 2026
Design Submittal	May 15, 2026
Procurement & Prefab	May 20-June 1
Installation & Integration	June 5-20
Testing & Commissioning	June 21-25
Staff Training & As-Builts	June 26-28
Substantial Completion	June 30, 2026

3.4 Liquidated Damages. The parties acknowledge that delay in achieving Substantial Completion will cause the Town damages that are difficult to ascertain. If the Contractor fails to achieve Substantial Completion by the Completion Date, as it may be adjusted by Change

Order, the Contractor shall pay the Town liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per Day for each Day beyond the Completion Date until Substantial Completion is achieved. This sum represents a genuine pre-estimate of damages and is not a penalty. Liquidated damages may be deducted from amounts otherwise payable to the Contractor.

3.5 Excusable Delay. The Completion Date shall be extended for delays caused by acts of God, fire, flood, epidemic, abnormal weather conditions, strikes, governmental actions, or other causes beyond the Contractor's reasonable control, provided the Contractor gives written notice to the Town within five (5) Days of the commencement of any such delay. Delay caused by the Contractor's subcontractors or suppliers shall not be considered excusable unless the delay arises from causes that would constitute excusable delay for the Contractor.

ARTICLE 4 — CONTRACT PRICE AND PAYMENT

4.1 Contract Price. The Town shall pay the Contractor a total lump-sum Contract Price of One Hundred Seven Thousand One Hundred Twenty-Five Dollars and Sixty-Six Cents (\$107,125.66) for the complete and satisfactory performance of the Work, broken down as follows:

Category	Amount
Purchased Equipment	\$75,016.31
Installation Services	\$24,026.04
Shipping and Handling	\$2,483.30
Client Care (1-Year)	\$5,600.01
TOTAL CONTRACT PRICE	\$107,125.66

4.2 The Contract Price includes all labor, materials, equipment, shipping, freight, performance bond, insurance, overhead, profit, taxes (if applicable), travel, and all other costs necessary to complete the Work. The Town of Tyrone is a tax-exempt entity.

4.3 Payment Schedule. The Town shall pay the Contractor based on the following milestone schedule, subject to satisfactory completion of each milestone and submission of a proper invoice:

Payment	Milestone	Amount
1	Upon NTP and submission of performance bond, insurance certificates, and approved design submittal	30% - \$32,137.70
2	Upon delivery of equipment to site, verified by Town	30% - \$32,137.70
3	Upon completion of installation, passing of acceptance testing, and delivery of as-built documentation and staff training	30% - \$32,137.70
4	Retainage: released 30 Days after Substantial Completion and resolution of all punch list items	10% - \$10,712.56

4.4 Invoicing. The Contractor shall submit invoices to the Project Manager upon achievement of each milestone. Each invoice shall include: (a) the Agreement number and milestone reference; (b) a description of work completed; (c) the amount due; and (d) any supporting documentation reasonably requested by the Town. The Town shall pay undisputed invoices within thirty (30) Days of receipt of a proper invoice.

4.5 Retainage. The Town shall retain ten percent (10%) of the Contract Price until thirty (30) Days after Substantial Completion and the Contractor's satisfactory resolution of all items on the punch list, at which point the retainage shall be released in full.

4.6 Payment Not Acceptance. No payment made by the Town shall constitute or be construed as acceptance of any portion of the Work or a waiver of the Town's right to require correction of defective or nonconforming Work, or to pursue any other remedy available under this Agreement or at law.

ARTICLE 5 — CHANGE ORDERS

5.1 The Town may, at any time, order changes in the Work within the general scope of this Agreement. Such changes shall be authorized only by written Change Order signed by both parties.

5.2 The Contractor shall not perform any changed or additional work without a signed Change Order. Work performed without an approved Change Order shall be at the Contractor's sole risk and expense.

5.3 Pricing of Changes. The cost or credit of a Change Order shall be determined by one of the following methods, in order of preference: (a) mutual agreement on a lump-sum amount; (b) unit prices, if established in the Contract Documents; or (c) cost of labor, materials, and equipment, plus an agreed markup not to exceed fifteen percent (15%) for overhead and profit. The Contractor shall provide

itemized cost documentation for any Change Order priced on a cost-plus basis.

5.4 The Contractor shall promptly notify the Town in writing of any condition that may require a Change Order, including unforeseen site conditions such as inaccessible conduit pathways, inadequate structural support for equipment mounting, or other differing conditions from those shown in the Contract Documents.

ARTICLE 6 — WARRANTY

6.1 Workmanship Warranty. The Contractor warrants that all Work shall be performed in a professional and workmanlike manner, free from defects in materials and workmanship, for a period of one (1) year from the date of Substantial Completion (the "Warranty Period"). During the Warranty Period, the Contractor shall, at its sole cost and expense, promptly correct any defective Work upon written notice from the Town.

6.2 Equipment Warranty. The Contractor shall pass through to the Town all manufacturer warranties for equipment furnished under this Agreement. The Contractor shall assist the Town in processing warranty claims with manufacturers during the Warranty Period at no additional cost.

6.3 Client Care Program. In addition to the warranties set forth above, the Contractor shall provide its Client Care program for a period of one (1) year from the date of Substantial Completion, including remote system monitoring, remote troubleshooting support, and priority on-site service response, as described in the Contractor's Proposal. The cost of the Client Care program is included in the Contract Price.

6.4 Correction of Work. If, within the Warranty Period, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct such Work within ten (10) Days of written notice from the Town, or within such shorter period as may be required by emergency conditions. If the Contractor fails to correct defective Work within the specified time, the Town may correct the Work at the Contractor's expense.

ARTICLE 7 — TESTING, COMMISSIONING, AND ACCEPTANCE

7.1 Acceptance Test Plan. No later than fourteen (14) Days before the scheduled commencement of testing and commissioning, the Contractor shall submit to the Town a written Acceptance Test Plan describing the tests to be performed, the measurable criteria for each test, and the

pass/fail thresholds. The Acceptance Test Plan shall address, at a minimum: (a) speech intelligibility testing; (b) audio coverage uniformity to the specified audience area; (c) projector alignment and image quality; (d) lighting preset functionality; (e) control system preset operation; and (f) assistive listening system operation.

7.2 Commissioning. The Contractor shall commission all systems in the presence of the Town's Project Manager or designee. The Contractor shall demonstrate that each system and preset operates as specified.

7.3 Punch List. Following commissioning, the Town and the Contractor shall jointly inspect the Work and develop a punch list of items requiring correction or completion. The Contractor shall complete all punch list items within fifteen (15) Days unless a longer period is agreed in writing.

7.4 Substantial Completion. Substantial Completion shall be achieved when all systems are operational and performing in accordance with the Contract Documents

7.5 Final Completion. Final Completion shall be achieved when, (a) acceptance testing has been completed and passed; (b) staff training has been delivered; (c) as-built documentation has been delivered to the Town; and all punch list items have been resolved to the Town's reasonable satisfaction.

ARTICLE 8 — INSURANCE AND BONDING

8.1 Insurance Requirements. The Contractor shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and for a period of at least one (1) year after Final Completion:

- Commercial General Liability, including Contractual Liability, Products/Completed Operations, and Personal Injury: \$2,000,000 combined single limit per occurrence and per project.
- Comprehensive Automobile Liability: \$1,000,000 combined single limit per occurrence.
- Umbrella/Excess Liability: \$1,000,000 per occurrence.
- Workers' Compensation: statutory limits; Employers' Liability: \$100,000 per accident, \$500,000 disease policy limit, \$100,000 disease per employee.

8.2 The Town shall be named as an additional insured on the Contractor's Commercial General Liability and Automobile Liability policies. Certificates of insurance shall be delivered to the Town prior to NTP and upon each policy renewal during the term of this Agreement.

8.3 The Contractor shall provide the Town with at least thirty (30) Days' prior written notice of cancellation, non-renewal, or material change in any required insurance coverage.

8.4 Performance Bond. The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the Contract

Price, issued by a surety company authorized to do business in the State of Georgia. The bond shall be delivered to the Town prior to NTP.

8.5 Payment Bond. The Contractor shall furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract Price, issued by a surety company authorized to do business in the State of Georgia. The bond shall be delivered to the Town prior to NTP.

ARTICLE 9 — INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 The Contractor shall indemnify, defend, and hold harmless the Town, its officers, officials (including the Mayor and Council members), employees, and agents from and against any and all claims, damages, losses, expenses (including reasonable attorneys' fees), demands, and liabilities arising out of or resulting from: (a) the performance or intended performance of the Work; (b) any negligent or willful act or omission of the Contractor, its employees, agents, or subcontractors; or (c) any breach of this Agreement by the Contractor. **Notwithstanding anything to the contrary, Contractor's indemnification obligations in this Agreement apply only to the extent a loss is caused by Contractor's negligence or willful misconduct. Notwithstanding anything to the contrary, Contractor shall not have any indemnification obligations to the extent that a claim: (a) arises out of the negligence, willful misconduct, or design defects of customer or other parties under its direction or control; or (b) is not within Contractor's scope of work.**

9.2 The Contractor's indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under any workers' compensation, disability benefit, or other employee benefit act or insurance policy maintained by or for the Contractor.

9.3 Notwithstanding anything to the contrary, no party shall be liable for any indirect or consequential damages, however caused, including loss of revenue, profits, savings, data, time, or business, for any matter arising from or relating to this Agreement, even if advised of the possibility of those damages.

9.4 This Article shall survive the expiration or termination of this Agreement.

ARTICLE 10 — TERMINATION

10.1 Termination for Cause. If the Contractor fails to perform any material obligation under this Agreement, or if the Contractor knowingly violates any covenant, agreement, or stipulation herein, the Town may terminate this Agreement by giving written notice specifying the effective date of termination. Notwithstanding anything to the contrary, in the event that Town issues a notice of default to Contractor, Contractor shall have no less than five (5) business days to initiate a remedy for or cure the default prior to Town initiating any remedy. The Contractor shall be entitled to payment for satisfactory Work completed prior to termination, less any damages sustained by the Town.

10.2 Termination for Convenience. The Town may terminate this Agreement at any time for its convenience by giving the Contractor thirty (30) working days' prior written notice. Upon such termination, the Contractor shall be paid for: (a) Work satisfactorily completed prior to the termination date; (b) reasonable demobilization costs; and (c) the cost of materials and equipment procured for the Work that cannot reasonably be returned, provided such materials and equipment are delivered to the Town. The Contractor shall not be entitled to lost profits on unperformed Work.

10.3 The Town's right to terminate shall not be construed as the Town's exclusive remedy. The Town may pursue all rights and remedies available at law or in equity, including the right to withhold payments as set-off against damages. **Notwithstanding anything to the contrary, any offset or right to withhold payment in this Agreement is conditioned on customer providing prior written notice to Contractor with a reasonable opportunity to cure.**

ARTICLE 11 — OWNERSHIP OF WORK PRODUCT

11.1 All data, materials, documentation, designs, drawings (including CAD files in original editable format), as-built documentation, signal flow diagrams, programming configurations, custom control interfaces, preset configurations, and any other work product prepared for or delivered to the Town under this Agreement shall be the exclusive property of the Town upon creation or delivery.

11.2 Third-Party Software and Firmware. The parties acknowledge that certain equipment includes third-party manufacturer firmware and software that is licensed, not sold, by the respective manufacturers. Such licenses are governed by the applicable manufacturer's end-user license agreement and are not transferred to the Town as work product. The Contractor shall ensure that all necessary licenses for the Town's use of the installed system are properly obtained and transferred.

11.3 Work product may constitute public records subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

ARTICLE 12 — COMPLIANCE WITH LAW

12.1 General Compliance. The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, and ordinances in the performance of the Work, including but not limited to: the Fair Labor Standards Act; Equal Opportunity Employment Act; Americans with Disabilities Act; and all applicable building, electrical, and fire codes.

12.2 E-Verify. The Contractor certifies compliance with the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. The Contractor's executed E-Verify Affidavit is incorporated into this Agreement by reference. The Contractor shall require all subcontractors performing physical services under this Agreement to provide similar affidavits and to maintain E-Verify participation throughout the contract period.

12.3 Criminal Background Checks. The Contractor shall not bring or send to Town property any employee that the Contractor reasonably believes poses a threat to property or persons. The Contractor shall impose this requirement on all subcontractors.

12.4 Equal Opportunity. This is an equal opportunity project. No person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this Agreement on the grounds of race, color, national origin, sex, age, or disability.

ARTICLE 13 — GENERAL PROVISIONS

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts-of-law principles.

13.2 Venue. Any litigation arising out of or related to this Agreement shall be brought exclusively in the courts of Fayette County, Georgia, or the United States District Court for the Northern District of Georgia.

13.3 No Arbitration. The parties agree that disputes under this Agreement shall not be subject to mandatory binding arbitration.

13.4 Entire Agreement. This Agreement, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter hereof.

13.5 Amendment. This Agreement may be amended only by a written instrument signed by both parties.

13.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.7 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision or any other provision in the future.

13.8 Independent Contractor. The Contractor is an independent contractor and not an employee, agent, or partner of the Town. The Contractor shall have no authority to bind the Town.

13.9 Assignment. The Contractor shall not assign this Agreement or any interest herein, or subcontract any portion of the Work, without the prior written consent of the Town.

13.10 Notices. All notices under this Agreement shall be in writing and shall be deemed delivered when: (a) hand-delivered; (b) sent by certified mail, return receipt requested; or (c) sent by recognized overnight courier, to the addresses set forth on the first page of this Agreement, or to such other address as either party may designate in writing.

13.11 Open Records. The Contractor acknowledges that records relating to this Agreement may be subject to the Georgia Open Records Act,

O.C.G.A. § 50-18-70 et seq. The Contractor shall not include proprietary information in submissions to the Town without clearly marking such information and understanding that the Town cannot guarantee confidentiality under Georgia law.

13.12 Survival. The provisions of Articles 6 (Warranty), 9 (Indemnification), 11 (Ownership), and 13 (General Provisions) shall survive the expiration or termination of this Agreement.

13.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**TOWN OF TYRONE, GEORGIA
S&L INTEGRATED SYSTEMS, LLC**

By: _____

By:

Name: Eric Dial
Name: Joshua Sharp
Title: Mayor
Title: CFO

Date: _____

Date:

Attest:
[COMPANY SEAL]

By: _____

Name: [Town Clerk Name]
Title: Town Clerk

[TOWN SEAL]

EXHIBITS

The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A — Request for Proposals No. TYR-2026-01
- Exhibit B — Addenda
- Exhibit C — Contractor's Proposal, dated March 30, 2026
- Exhibit D — Scope of Work and Equipment Schedule (Quotation No. 23167)
- Exhibit E — Project Schedule
- Exhibit F — Certificate of Insurance (to be updated prior to NTP with Town named as additional insured)
- Exhibit G — Performance & Payment Bonds
- Exhibit H — E-Verify Affidavit