

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
**PROJECT:**

**2024 thru 2026 MOWING & OTHER LANDSCAPING SERVICES  
26 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
&  
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205  
DALTON, GEORGIA 30722**

## ADVERTISEMENT FOR BIDS

### CITY OF DALTON

Sealed bids will be received by City of Dalton for **MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES** on **Friday, November 3rd** until 2:00 PM at the Office of Finance Director, City Hall, 300 West Waugh Street, Dalton, Georgia 30721. Bids will be publicly opened and read at that time.

#### PROJECT DESCRIPTION

The work consists of **MOWING AND OTHER SERVICES WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES**. The location of the work will involve 26 different sites. Bidders may submit bids on all sites as one Lump Sum Bid or bid separately on the sites included in Bid Alternates A, B, and C. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work for a one year period beginning January 1 through December 31. Duration of this contract work will be for calendar years 2024, 2025, 2026. At the end of calendar years 2024 and 2025, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

The contractor awarded the bid must provide workers' compensation insurance for all Contractor's employees and agents and must maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by the Contractor. Additionally, the contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website [www.daltonga.gov](http://www.daltonga.gov) on the Finance Department's Policies and Forms page.

In order to be considered a responsive bidder, the contractor must be in compliance with the Georgia Security and Immigration Compliance Act and **shall submit with their bid**, a signed and notarized affidavit verifying its compliance with O.C.G.A. §13-10-91, which verifies its participation in the federal work authorization program commonly known as E-Verify.

Copies of the Bid Documents may be obtained at the office of the City of Dalton Public Works Department, 535 Elm Street, Dalton, GA 30722 or on the City's website under the RFPs/Bids tab, without charge. Contact person will be Jerome Key, Landscape Foreman & Arborist, at 706-278-7077.

A **Mandatory** pre-bid meeting is scheduled for 9:00 AM Tuesday, October 10, 2023 to begin at the Public Works Office. Site visits to be performed by proposing contractor.

Any questions pertaining to the bid documents and specifications should be addressed to Jerome Key or Chad Townsend, by phone at 706-278-7077 or by email [jkey@daltonga.gov](mailto:jkey@daltonga.gov). Deadline for receiving questions will be 5:00 PM October 13<sup>th</sup>. All questions received prior to deadline will be address by October 20<sup>th</sup>.

Envelopes containing bids must be sealed, addressed to: **Ms. Cindy Jackson, Finance Director, City of Dalton**, and marked as follows: **"DO NOT OPEN - Proposal for Mowing and Other Services (Dalton Public Works Department & DPRD)"**. Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening of bids.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER, CITY OF DALTON, DALTON, GEORGIA.

STATE OF GEORGIA  
WHITFIELD COUNTY  
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

[Signature]  
BY: Authorized Officer or Agent

10/31/23  
Date

11/16/2011  
Authorization Date for EEV Program

DILBECK LANDSCAPE DESIGN, INC.  
Contractor Name

466411  
Employment Eligibility (EEV) #

OWNER  
Title of Authorized Officer or Agent of Contractor

CRIG DILBECK  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me  
This 31<sup>st</sup> day of October, 20 23

[Signature]  
Notary Public

My Commission Expires: 02/20/24

\*MUST BE NOTARIZED



\*Any of the electronic verification of 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. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" 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.

OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared

CRAIG DILBECK (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of DILBECK LANDSCAPE DESIGN, INC. (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the 2024 Thru 2026 Mowing and Other Services at Various Locations Within the City of Dalton and Dalton Parks and Recreation Department Facilities (the "Project"). Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 31<sup>st</sup> day of October, 2023.

Company Officer:

[Signature]

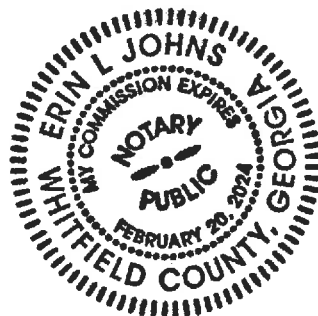
By

CRAIG DILBECK/DWNER

Print

Sworn to and subscribed before me,  
this 31<sup>st</sup> day of October, 2023.

[Signature]  
Notary Public



**CITY OF DALTON**  
**DALTON, GA**

**BID FORM**

**MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON**

**Item Description:**

Provide mowing and other services at all twenty six (26) locations within the City of Dalton and Dalton Parks and Recreation Department Facilities.

**LUMP SUM BID:** \$ N/A  
Per Calendar Year for  
2024, 2025, 2026

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**Bid Alternate A:**

Provide mowing and other services at the following locations within the City of Dalton:

- |                                |                     |
|--------------------------------|---------------------|
| 1. West Hill Cemetery & Chapel | \$ <u>91,400.00</u> |
| 2. Oak Hill Cemetery           | \$ <u>5,400.00</u>  |
| 3. Old Presbyterian Cemetery   | \$ <u>1,600.00</u>  |

**BID ALTERNATE "A":** \$ 98,400.00  
Per Calendar Year for  
2024, 2025, 2026

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**Bid Alternate B:**

Provide mowing and other services at the following locations within the City of Dalton:

- |  |                    |
|--|--------------------|
| 4. Huff House                                    | \$ <u>6,000.00</u> |
| 5. Hamilton House & Crown Gardens and Park Areas | \$ <u>7,200.00</u> |
| 6. Trammell Street                               | \$ <u>6,000.00</u> |
| 7. East Morton & Sheryl Drives Islands           | \$ <u>1,500.00</u> |
| 8. Kenilworth Court Median                       | \$ <u>1,500.00</u> |
| 9. Willow Park Median                            | \$ <u>1,500.00</u> |
| 10. Thornton Avenue/Walnut Avenue Islands        | \$ <u>3,000.00</u> |
| 11. Public Works Office                          | \$ <u>7,200.00</u> |
| 12. City Hall                                    | \$ <u>7,200.00</u> |
| 13. Burr Park                                    | \$ <u>7,200.00</u> |

**BID ALTERNATE "B":** \$ 48,300.00

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Per Calendar Year for  
2024, 2025, 2026

**Bid Alternate C:**

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

- 14. Old City Park/Adjacent Corner & Dalton Green Park \$ \_\_\_\_\_
- 15. Gateway / Central Park \$ \_\_\_\_\_
- 16. Civitan Park/Mockingbird Trail \$ \_\_\_\_\_
- 17. Brookwood Park \$ \_\_\_\_\_
- 18. V. D. Parrott Park \$ \_\_\_\_\_
- 19. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain \$ \_\_\_\_\_
- 20. Crown Mill Cut Through \$ \_\_\_\_\_
- 21. Mack Gaston Community Center \$ \_\_\_\_\_
- 22. Otis Cook Tree Park \$ \_\_\_\_\_
- 23. Waterfall Park \$ \_\_\_\_\_
- 24. Veterans Park \$ \_\_\_\_\_
- 25. Carpet Capital Rotary Park \$ \_\_\_\_\_
- 26. Heritage Point Soccer Complex \$ \_\_\_\_\_

BID ALTERNATE "C": \$ N/A  
Per Calendar Year for  
2024, 2025, 2026

**Addendum Acknowledgment:**

Addenda #1: CD

Bid(s) submitted by (Contractor Name): DILBECK LAWN & LANDSCAPE DESIGN, INC.

Signed by (Company Officer): 

Print Name and Title: CHRIS DILBECK / OWNER

Witnessed by (Name and Signature): Heather Fugate 

**CITY OF DALTON**

**AGREEMENT FOR MOWING SERVICES**

THIS AGREEMENT FOR MOWING SERVICES is made and entered into on this 4<sup>th</sup> day of December, 20 23 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dilbeck Lawn & Landscape Design, LLC hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to CONTRACTOR to provide mowing and landscape maintenance services upon City property and right-of-way; and

WHEREAS, CONTRACTOR desires to provide mowing and landscape maintenance services for and on behalf of the CITY; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Alternative A Specifications which is attached hereto as Exhibit "A" and included herein by reference.

2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Alternative identified herein above and as may be directed by the Public Works Director.

3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the project on January 1, 2024 and continue said services through December 31, 2026. The Agreement may renew for two separate additional calendar years upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT SUM provided for herein below.

4. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 295,200<sup>00</sup> Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

5. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provide by the Conditions And Terms Of Payment form attached hereto as Exhibit "B" and

incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

6. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Public Works Director for Bid Alternative   A   &   B  , and Parks and Recreation Director for Bid Alternative   C  ;
- (d) to permit access to the subject public and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the



subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) CONTRACTOR may, at its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

8. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or

property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may at any time be at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

9. **INSURANCE:** CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
  - (1) Workers' Compensation statutory limits;
  - (2) Employer's Liability:
    - a. Bodily Injury by Accident - \$100,000.00
    - b. Bodily Injury by Disease - \$500,000.00 policy limit
    - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

10. **ASSIGNMENT:** CONTRACTOR may not assign all or any portion of the

Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

12. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

13. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Craig Dilbeck  
P.O. Box 1975  
Dalton, GA 30722

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

14. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

CONTRACTOR:  
DILORCA LANDSCAPE DESIGN, INC.  
By: [Signature]  
Title: Owner

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

# **EXHIBIT "A"**

## **Bid Specifications**

# **BID ALTERNATE "A"**

## City of Dalton Landscaping Bid Package "A" Specifications

### I. **West Hill Cemetery**

#### A. Description of services

- The contractor will mow and weed eat all maintained areas (indicated in red on the map) of Dalton's West Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc.
- The contractor will utilize mowers equipped with mulching decks to minimize grass accumulation on tombstones and monuments. Should grass clippings get on tombstones and monuments, contractor must blow these clippings off as soon as possible.
- The cemetery should be completed on a weekly basis, weather permitting. The contractor will make every effort to finish West Hill each week before the weekend, as the cemetery receives more visitors at that time. No mowing on Sunday whatsoever.
- The contractor shall maintain a full staff of a minimum of **four workers** for completing the work at this location each week.
- Special consideration must be given to the cemetery around the time of the Easter, Mother's Day, Father's Day, Memorial Day, and Fourth of July holiday weeks.
- The contractor's mowing services are to be provided from March 01 through November 15 on a weekly basis and twice a month from November 15 through December 15.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor's employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The cemetery sexton will provide a list and show the contractor the location of grave sites that are maintained by individuals and are not to be disturbed. This list is subject to change.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.
- The contractor shall prune shrubs, plant spring and fall annuals, install mulch (only ground pine bark) and provide weed control in beds at Cemetery Chapel.

#### B. Additional contract requirements

- The contractor will provide three current references
- The contractor will honor special requests from the City of Dalton
- The service provider will bill Dalton Public Works Department monthly
- The contract period runs from January 1, 2024 – Dec. 31, 2026. Contractors should submit bids that include a yearly bid for each of the three year contract duration.

## **II. Oak Hill Cemetery**

### **A. Description of services**

- The contractor will mow and weed eat all maintained areas of Dalton's Oak Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc. The narrow islands of grass between the sidewalk and both Waugh and Boundary streets must be maintained by the contractor as well. All sidewalks and curbs should be edged and blown off.
- The cemetery should be completed on a weekly basis
- The contractor's services are to be provided from March 01 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor's employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

## **III. Old Presbyterian Cemetery**

### **A. Description of services**

- The contractor will mow and weed eat all maintained areas of Dalton's Old Presbyterian Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc.
- The cemetery should be completed on a weekly basis.
- The contractor's services are to be provided from March 01 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor's employees.



- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

# Whitfield County GIS



# Whitfield County GIS





Chapel to be included as part of contract

# EXHIBIT "B"

## CONDITIONS AND TERMS OF PAYMENT

- The duration of this contract between the City and the Contractor will be for calendar years 2024, 2025, and 2026. At the end of calendar years 2024 and 2025, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor's Bid Price for each of these years are:

Alternate "A" = \$98,400

Alternate "B" = Not Awarded

Alternate "C" = Not Awarded

Note: These Alternates shall be billed separately.

- Contractor will submit payment requests to the appropriate City Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City's designees.