

AIRPORT EQUIPMENT MAINTENANCE CONTRACT

THIS CONTRACT is made and entered into on _____, 2019 by and between Charles M. Angley d/b/a AeroNAV Maintenance (the "Service Company"), whose address is 96 River Ridge Dr, Hawkinsville, Ga 31036 and the City of Dalton, A Georgia municipal corporation (the "Customer"), whose address is PO Box 1205 Dalton, GA 30721.

WHEREAS, Service Company is a company engaged in the business of servicing and maintaining NAVAIDS and Weather Observation Equipment and is willing to provide such services to Customer as per the terms herein.

WHEREAS, Customer desires to have the Service Company furnish Preventive and Corrective Maintenance in Accordance with FAA Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services.

Service Company shall maintain and service the following list of equipment (the "Equipment"):

- a. Localizer
- b. Glideslope
- c. AWOS
- d. MALSR
- e. PAPI

and keep the Equipment in good working order. Service Company shall provide scheduled preventive maintenance during any hours that the airport is open. The service schedule shall be based on the specific needs of the Equipment as determined by Service Company. In addition, Service Company shall provide unscheduled remedial maintenance ("ON CALL SERVICES") as and when needed upon the request of Customer. Payment for unscheduled maintenance is described in Section 2.

Replacement Parts and accessories shall be billed to The City of Dalton – Dalton Municipal Airport at cost.

Scheduled maintenance shall include the following preventive maintenance schedule as determined by applicable FAA regulations:

- a. Monthly
- b. Quarterly
- c. Semi-Annual
- d. Annual
- e. FAA Flight Inspections
- f. FAA Non-Fed inspections

2. Additional Services

Scheduled Preventative Maintenance shall not include Unscheduled outages or the installation or relocation of new or replacement equipment or maintenance on large subsystems such as antennas or antenna cables or distribution systems. If any maintenance requires the use of manlifts, cranes or any heavy equipment, the cost will be included in the invoice. Additional Services fee shall apply to FAA Flight Inspections scheduling delays and FAA Non-Fed coordinator annual inspections. If the Customer authorizes the services described in this provision, and if the Service Company agrees to perform them, an additional reasonable charge of \$400.00 per day shall be made for these services.

3. Trained Employees

Trained personnel directly employed and supervised by the Service Company shall perform all services required by the terms of this Contract. The Service Company agrees that each of its employees shall be properly qualified and shall use reasonable care in the performance of his or her duties. Technicians shall possess training and certifications required by applicable FAA regulations.

4. Contract Price

The Customer shall pay the Service Company at the rate of \$1,650 monthly for the Maintenance Services provided for in this Contract during the term of said Contract.

5. Term of Contract

The term of this Contract shall commence on the date of execution of this Contract and shall continue in full force and effect for a period of twelve months. Said

contract shall renew annually for additional twelve month terms for a maximum of five terms unless either party provides 30 days written notice of cancellation to the other party

6. Miscellaneous Provisions

- (a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the Georgia, and all obligations of the parties created under this Contract are performable in Whitfield County, Georgia.
- (b) **Venue:** The exclusive venue for any action arising out of this Contract shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all jurisdictional defenses pertaining to such venue.
- (c) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.
- (d) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- (e) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- (f) **Amendments.** This Contract may be amended by the parties only by a written Contract.
- (g) **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- (h) **Liability Insurance:** The Service Company shall secure and maintain such insurance as will protect it and the Customer from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. In addition, the Service Company shall secure and maintain General Commercial Liability coverage with policy limits of not less than one million dollars (\$1,000,000.00). Said policies of insurance shall include

the Customer as additional insured. Service Company shall maintain said insurance coverage through the term of this contract and for a period of two years following the termination of this contract. Said insurance coverage shall include an endorsement providing that Customer shall receive notice of any cancellation of coverage no less than thirty (30) days prior to its effective date. Said coverage shall be written on such policy forms as are acceptable to Customer. Said coverage shall be underwritten by such insurance companies as are acceptable to Customer.

8. Signatures

This Contract shall be signed on behalf of AeroNAV Maintenance by Charles M. Angley, its President, and on behalf of the City of Dalton by Mayor Dennis Mock.

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

OWNER:

SERVICE COMPANY:

CITY OF DALTON

Charles M. Angley d/b/a
AeroNAV Maintenance

By: _____
MAYOR DENNIS MOCK

By: _____
CHARLES M ANGLEY, Owner

ATTEST:

ATTEST:

CLERK

WITNESS/SECRETARY