

LANDSCAPING SERVICES AT DALTON MUNICIPAL AIRPORT
CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 2025, between the City of Dalton, Georgia, a municipal corporation ("City"), with a principal place of business at 300 W. Waugh St, Dalton, GA 30720 and Imperial Landscapes, Inc ("Contractor"), with a principal place of business at 429 Hwy 2 Tunnel Hill, GA 30755.

1. Term. This agreement will become effective on the date stated above and will continue in effect in accordance with the BID PACKAGE SPECIFICATIONS (Exhibit "A") attached hereto and incorporated herein until the services provided for under this agreement have been performed, unless otherwise terminated as provided in this Agreement.

2. Services.
 - a. Contractor agrees to perform the services specified in BID PACKAGE SPECIFICATIONS (Exhibit "A") attached hereto and incorporated herein.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise noted.
 - c. Contractor may, at Contractor's own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. City may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor's relationship to city shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.

3. Consideration.
 - a. In consideration for the services to be performed by Contractor, City agrees to pay to Contractor as provided for and in accordance with Exhibits "A", "B", "C" and "D" attached hereto and incorporated herein.

4. Obligations of Contractor.
 - a. Contractor agrees to devote the time, set forth in BID PACKAGE SPECIFICATIONS, to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
 - b. Contractor will supply all manpower to perform the services described herein.
 - c. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
 - d. Contractor agrees to maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - e. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.

5. Obligations of City.
 - a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
 - b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate unless renewed in writing executed by both parties.
- b. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving ten (10) days written notice to the other party. Unless otherwise terminated as provided in this section, this Agreement shall continue in force until the services provided for have been fully and completely performed.
- c. This Agreement shall terminate automatically on the occurrence of any of the following events.
 - i. Bankruptcy or insolvency of either party.
 - ii. Sale of the business of Contractor.
 - iii. Death or dissolution of Contractor.
 - iv. Assignment of this Agreement by either party without the consent of the other party.
- d. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City, at City's option, may terminate this Agreement by giving two (2) days written notification to Contractor. For the purposes of this section, material breach of this Agreement shall be determined in the reasonable discretion of the City.
- e. If City fails to pay Contractor all or any part of the compensation set forth in this Agreement on the date due, Contractor, at Contractor's option, may terminate this agreement if the failure is not remedied by City within ten (10) days after notice from Contractor that payment is overdue.

7. Miscellaneous

- a. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after mailing.
- b. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for city and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. 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.

Executed at Dalton, Georgia on the date first written above.

CITY:
The City of Dalton, Georgia

CONTRACTOR:

By: _____

By: Imperial Landscapes, Inc.

Print Name: _____

Print Name: Timothy B Whitmore

Title: Mayor

Title: Admin/owner

EXHIBIT “A”

BID PACKAGE SPECIFICATIONS

City of Dalton – Dalton Municipal Airport Landscaping Bid Package Specifications

A. Term of Services

- The contractor will provide landscaping services for 2025, 2026 and 2027 from Mar 1 – December 1 of each calendar year. The contract term is for 3 years beginning Mar 1, 2025 and extending until Dec 1, 2027. At the end of calendar years 2025 and 2026, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

B. Location of Service

- Services are to be provided at the Dalton Municipal Airport located at 4483 Airport Rd Dalton, Georgia 30721.

C. Services to be Performed

- **Crape Myrtles:** Contractor shall prune crape myrtles (19 total) the first week of **March** in each calendar year (location specified on map “Exhibit C”).
- **Weekly Service:** Starting **April 1 week and extending until Dec 1 of each calendar year**, the public areas will be mowed once weekly (colored green on the attached map “Exhibit C” - approx. 5 acres). There shall be a maximum of 7 days allowed between mows of these areas, providing no less than 4 mows per calendar month. This includes weed eating around all areas that are unable to be mowed, edging all walkways and curbs, weeding (pulling weeds, not spraying with herbicides) all mulched beds and tree rings, trimming all bushes in mulched beds and blowing off all walkways and pads. Any litter present in mowed areas shall be collected and removed. There shall be a total of 35 weekly service visits per calendar year included in the bid. Contractor shall provide a weekly service rate (Exhibit “B”) which shall be applied for weekly services requested by the owner in excess of the 35 included visits. Similarly, if the contractor provides less than 35 weekly service visits per calendar year, the contract amount shall be reduced by the contractor’s weekly service amount times the number of missed weekly visits.
- **Bi-Weekly Service:** Starting **April 15 week of each calendar year**, the runway and taxiway areas (red areas on the attached map “Exhibit C” - approx. 70 acres) shall be mowed every-other-week. There shall be a maximum of 14 days between mows of these areas. Any litter present in these areas shall be collected and removed. This includes weed eating around lights, signs, ditches, fences or soft areas that are unable to be mowed and blowing off all clippings from asphalt areas. There shall be a total of 17 bi-weekly service visits per calendar year included in the bid. Contractor shall provide a bi-weekly service rate (Exhibit “B”) which shall be applied for bi-weekly services requested by the owner in excess of the 17 included visits. Similarly, if the contractor provides less than 17 bi-weekly service visits per calendar year, the contract amount shall be reduced by the contractor’s bi-weekly service amount times the number of missed bi-weekly visits.
- **Weeds:** All walkways, pads, and mulched areas are to be kept free of weeds by the contractor. All mulched beds shall be hand-weeded to keep herbicides away from

decorative plants and bushes. Absolutely no soil sterilant may be applied. Any weeds around the foundations of hangar buildings should be sprayed with herbicide as needed and removed when dead. Fence lines and pavement cracks shall be sprayed with herbicide as-needed and dead weeds removed with weed eater (usually 2-3 times per season). Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.

- **Shrubs and Bushes:** The contractor will prune all shrubs and bushes in mulched beds, as needed, to maintain a well-groomed appearance at all times. The contractor is responsible for the removal of the clippings. Any shrub or bush that perishes must be replaced at the contractor's expense.
- **Plant Flowers:** In late **April** of each calendar year, a planting of summer annuals are to be installed in the beds immediately adjacent to the Terminal Building on both the road-side and aircraft ramp-side of the building. In **September** of each calendar year, these same beds are to receive an installation of pansies.
- **Mulching:** A layer of ground pine mulch will be applied to all shrubbery beds and tree rings, once annually in April or May. Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms. Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one, by all means available.

D. Additional contract requirements

- The contractor will provide three current references.
- The service provider will bill monthly the Dalton Municipal Airport, 4483 Airport Rd Dalton, GA 30721 Attention: Airport Manager (email to: airport@daltonga.gov).
- Contractor will submit monthly payment requests at the beginning of each month for work performed the previous month.
- Contractor shall comply with the **Grounds Maintenance Policy** (Exhibit "D") attached.

EXHIBIT "B"

Imperial Landscapes

Brian Whitmore

706 463-3140

Bid Form

- Contractor's Bid Price for each of these years are:

Total Bid (Sum Years 1-3) = 107,999.99

Year 1 (Mar 1-Dec 1, 2025): 35,999.99

Amount per weekly service visit: 280.00

Amount per bi-weekly service visit: 1440.00

Year 2 (Mar 1-Dec 1, 2026): 35,999.99

Amount per weekly service visit: 280.00

Amount per bi-weekly service visit: 1440.00

Year 3 (Mar 1-Dec 1, 2027): 35,999.99

Amount per weekly service visit: 280.00

Amount per bi-weekly service visit: 1440.00

3 references

- Dalton Utilities Kim Kilroy 706 463-1154
- Dalton Public Works Jereme Key 706 934-9065
- Dalton Parks + Rec. Michael Handrick 706 463-5732

EXHIBIT "C"

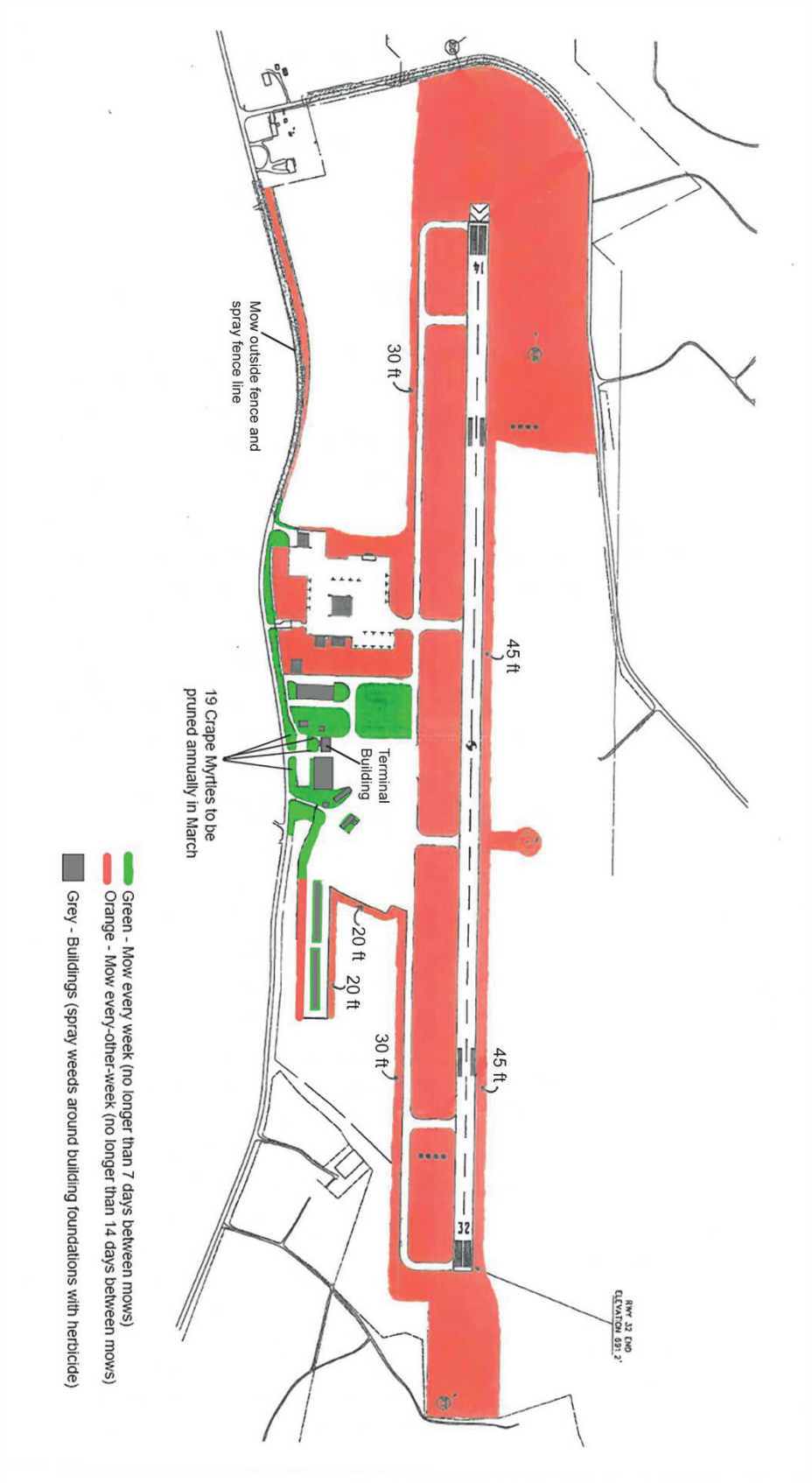


EXHIBIT “D”

DALTON MUNICIPAL AIRPORT GROUNDS MAINTENANCE POLICY

The following policies and guidelines are presented to assure maximum safety during grounds maintenance and grass mowing. Any variance from this policy should be approved by the Airport Manager.

- During periods of low visibility, all mowers, vehicles and personnel should remain well clear of the runway; a minimum of 100 feet. Vehicles should stay within the ramp area and off the taxiways during these times of low visibility.
- Service vehicles should never drive on or cross the runway.
- Mower operators and personnel on foot should always wear high visibility clothing and face oncoming runway and taxiway traffic, if possible, to see approaching aircraft. Personnel and mowers should move away from the edge of the pavement when an aircraft is actively taxiing, landing or taking off. Remain alert and maintain considerable space between mowers and incoming and outgoing airplanes.
- Mowers shall have discharge protection installed at all times. Contractor is liable for damage caused by discharged rocks or debris.
- Every reasonable effort should be made to prevent clippings and debris from being discharged on the pavement as this creates dangerous conditions for aircraft. Mowers and vehicles should avoid tracking mud or debris on the pavement. Any clippings or debris discharged on pavement must be removed by the service provider.
- Care must be taken when mowing around runway and taxiway lights. The contractor is liable for any damage to airport property.
- Service vehicles should remain on the pavement areas and are restricted from the unpaved areas.
- Service vehicles are permitted to park in spots designated by the Airport Manager for safe aircraft operation during service visits.
- High visibility clothing should be worn by all personnel.
- Any changes to the design or contents of the landscape, must be pre-approved by the City’s Airport Manager.