

## CONTRACT FOR SERVICES

THIS AGREEMENT is made this 1 day of March, 2022, between the City of Dalton, Georgia, a municipal corporation("City"), with a principal place of business at 4483 Airport RD, Dalton, GA 30721 and Thrive Outdoor Inc. ("Contractor"), with a principal place of business at 2204 Airport Rd Fort Payne, AL 35968.

1. **Term.** This agreement will become effective on the date stated above and will continue in effect 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 the "Bid Package A" attached to this Agreement as Exhibit A 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 in Exhibit B, attached hereto and incorporated herein.
  - b. The City will reduce the compensation due under this Contract for any service week or weeks that the contractor fails to extend mowing under Exhibit A hereof according to a formula using 35 weeks as the number of weeks of service for the mowing season and dividing that number into the total annual bid price for services.
4. **Obligations of Contractor.**
  - a. Contractor agrees to devote the time, set forth in "Bid Package A 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 agrees that any services described in this Agreement that must be performed on City's premises will be performed during Contractors chosen time.
  - c. Contractor will supply all manpower to perform these services.
  - d. 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.
  - e. 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.
  - f. 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. 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.
- c. 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 ten (10) 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.
- d. 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.

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

CITY:

The City of Dalton, Georgia

By: \_\_\_\_\_.

Print Name: \_\_\_\_\_.

Title: \_\_\_\_\_ Mayor.

CONTRACTOR:

By: \_\_\_\_\_.

Print Name: Lee Buffington \_\_\_\_\_.

Title: \_\_\_\_\_ CEO.

## **EXHIBIT "A"**

### **BID PACKAGE A**

#### **City of Dalton – Dalton Municipal Airport Landscaping Bid Package A Specifications**

##### **A. Term of services**

- The contractor will provide landscaping services from Mar 1 – December 1 of each calendar year. The contract term is for 3 years beginning Mar 1, 2022 and extending until Dec 1, 2024.

##### **B. Services to be Performed**

- **Weekly Mowing:** Beginning May 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 arounds 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, and blowing off all walkways and pads. Any litter present in mowed areas should be collected and removed.
- **Bi-Weekly Mowing:** Beginning May 1 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 littler present in these areas shall be collected and removed. This includes weed eating around lights, signs, ditches or soft areas that are unable to be mowed.
- **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 should be sprayed with herbicide as needed to keep weeds under control. 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.
- **Crape Myrtles:** Contractor shall prune crape myrtles (19 total) the first week of **March** for each calendar year (location specified on map “Exhibit C”).
- **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 **September** of each calendar year, a winter planting of pansies is 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 late **April** or by the first of May, of each calendar year, these same beds are to receive an installation of summer annuals.
- **Mulching:** A layer of ground pine mulch will be applied to all shrubbery beds and tree rings, once annually. 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.

C. 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 monthly the City of Dalton, 300 West Waugh Street/PO Box 1205, Dalton, GA 30722; Attention: Kimberley Witherow ([kwitherow@daltonga.gov](mailto:kwitherow@daltonga.gov)).
- The contract period runs from March 1, 2022 – Dec. 1, 2024.
- Contractor should pay special attention to comply with the **Grounds Maintenance Policy** attached to these specifications.

## **EXHIBIT "B"**

### **CONDITIONS AND TERMS OF PAYMENT**

- The duration of this contract between the City and the Contractor will be for calendar years 2022, 2023, and 2024. At the end of calendar years 2022 and 2023, 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:

**Total Bid** = \$120,810.00

**Year 1 (Mar 1-Dec 1, 2022):** \$39,475.00

**Year 2 (Mar 1-Dec 1, 2023):** \$40,265.00

**Year 3 (Mar 1-Dec 1, 2024):** \$41,070.00

Note: The package shall be billed as follows:

**Bid Package A =**

Email Bill to:

Dalton Municipal Airport

Attn: Kim Witherow ([kwitherow@daltonga.gov](mailto:kwitherow@daltonga.gov))

and Andrew Wiersma ([awiersma@daltonga.gov](mailto:awiersma@daltonga.gov))

- Contractor will submit monthly 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.

## EXHIBIT "C"



## 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 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.
- Every reasonable effort should be made to prevent clippings and debris from being discharged on the pavement. Mowers and vehicles should avoid tracking mud or debris on the pavement.
- Be careful mowing around the fragile runway 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.