



Fresh Start Construction & Management, Inc.  
2460 John Stowe Rd  
Monroe, GA 30656  
770-356-5319  
[www.freshstartcm.com](http://www.freshstartcm.com)

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Prepared for:  
City Plaza of The City of Forest Park  
886 Main Street, Forest Park, GA 30297

Contact: RAYBURN WOMACK

Prepared by:  
Fresh Start Construction & Management, Inc.  
2460 John Stowe Rd  
Monroe, GA 30656  
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Fresh Start Cleaning & Maintenance, Inc. is pleased to submit this contract to City of Forest Park.

**SCOPE OF WORK**

Fresh Start C&M, Inc. shall perform the services below.

Scope of Service	Cost
<p><u>Turf</u></p> <ul style="list-style-type: none"> <li>A. Mowing                             <ul style="list-style-type: none"> <li>i. Grass areas will be cut weekly during the growing season and as needed during the dormant season. Excessive amounts of clippings will be removed from the turf areas to ensure that no matting or clumping occurs. No clippings will be left on any of the non-landscaped areas (Plaza, drives, walkways, etc.).</li> </ul> </li> <li>B. Fertilization and Weed Control                             <ul style="list-style-type: none"> <li>i. Will consist of 8 treatments per year to the turf with a mixture of fertilizer, iron, and pre-emergent and post-emergent weed control: depending upon the season and needs at the time.</li> </ul> </li> </ul> <p><u>Shrubs, Trees, Vines, and Groundcovers</u></p> <ul style="list-style-type: none"> <li>A. Pruning                             <ul style="list-style-type: none"> <li>i. All flowering trees (less than 10') will be pruned in a manner to encourage the best blooming and growth. Shrubs will be pruned to encourage intended growth form and to maintain a neat appearance to a maximum height of eight feet. All dead, diseased, or damaged limbs will be eliminated when evident to a maximum height of eight feet.</li> </ul> </li> <li>B. Fertilization of Shrubs and Trees                             <ul style="list-style-type: none"> <li>i. Will consist of one application of fertilizer in the early spring.</li> </ul> </li> <li>C. Pre-emergence herbicides will be applied to all shrub/tree beds.</li> <li>D. Post-emergence herbicides shall be carefully utilized as spot treatments in shrub beds.</li> </ul> <p><u>Edging and Cleanup</u></p> <ul style="list-style-type: none"> <li>A. Edging                             <ul style="list-style-type: none"> <li>i. Curbs, walks and beds will be edged weekly or as needed to ensure proper definition.</li> </ul> </li> <li>B. Clean-up                             <ul style="list-style-type: none"> <li>i. All debris, natural or unnatural, will be collected from the property upon each Visit or as necessary. All paved areas will be</li> </ul> </li> </ul>	

<p>blown down as needed to remove debris brought about by the contractor's work.</p> <p><u>Mulching of Beds and Weed Control</u></p> <p>A. Mulching</p> <p>i. Pine Straw will be applied once per year. Pine Straw will be clean and free of sticks and cones. Price should include bed lines spreading and tucking straw.</p> <p>B. Weed Control</p> <p>i. The mulched area, plaza, and curbs will be kept clean by either hand-weeding or spot spraying treatments.</p> <p><u>Seasonal Color</u></p> <p>A. Annual flowers</p> <p>i. Include the cost to install Spring and Fall Flowers to highlight the property through a colorful arrangement of flowers. Properly maintained to ensure the best blooming.</p> <p><u>General Conditions</u></p> <p>A. Service shall be provided weekly.</p> <p>B. Either contractor or City of Forest Park may terminate this contract at any time with or without cause by providing 30 days written notice.</p> <p>C. This contract shall be automatically renewed on the anniversary date of each year unless either party expresses an objection by certified letter.</p>	<p><b>Total</b> <b>\$3,187.00</b></p>
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**I. PAYMENT SCHEDULE/TERMS ARE AS FOLLOWS:**

The final payment of \$3,187.00 is due upon completion. If final payment is not received, this contract shall result in default of the terms and conditions. If Fresh Start Construction, and Management, Inc is not paid the amounts due pursuant to the payment terms set forth herein, then the unpaid amount shall earn interest at the rate of 5% per day, until the date such payment is made.

If payments are made in accordance with the terms of this contract, Fresh Start Construction and Management, Inc. shall keep the project site free of all liens. If any lien is filed for non-payment due pursuant to the payment terms set forth herein, Fresh Start Construction and Management, Inc. shall take such action as may be necessary to cause such lien to be released, discharged or bonded off within 30 days after the filing thereof and shall indemnify, defend and

hold City of Forest Park harmless from and against any and all claims caused by or arising out of the filing thereof.

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**Acceptance and Authorization:**

**II. GENERAL TERMS & CONDITIONS**

1. All work will be done during normal business hours. Hours beyond normal hours will be negotiated between the parties. This contract is based upon straight time work only.
2. All work areas will be left broom clean at the end of each workday.
3. Fresh Start Construction & Management, Inc. will not be responsible for any costs or schedule impacts associated with rectifying any "hidden" issues or events beyond the reasonable control of Fresh Start Construction & Management, Inc., which issues prevent or otherwise inhibit completion of the project and do not fall within the general scope of work. The parties must agree in writing on the costs associated with rectifying any such "hidden" issues.
4. All changes and deviations in the work ordered by Fresh Start Construction & Management, Inc. must be in writing, the contract sum being increased or decreased accordingly by Fresh Start Construction & Management, Inc. Any claims for increases in the cost of the work must be presented by Fresh Start Construction & Management, Inc. to City of Forest Park in writing, and written approval of the owner shall be obtained by Fresh Start Construction & Management, Inc. before proceeding with the ordered change or revision.
5. In the event Fresh Start Construction & Management, Inc. is delayed in the prosecution of the work by acts of God, fire, flood, or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of City of Forest Park; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
6. Neither City Plaza nor Fresh Start Construction & Management, Inc. shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall City Plaza assign any sums due, or to become due, to him under the provisions of this agreement.
7. Other terms and conditions shall be as set forth in a written contract that will be negotiated in good faith between the parties.

**III. ASSUMPTIONS**

This construction proposal and the pricing and schedule data provided herein assumes the following:

1. All obligations of City of Forest Park, as described herein, will be carried out in a timely manner, including the obligation to make timely payment in accordance with the payment terms and schedule provided herein.
2. Mutually acceptable terms and conditions will be negotiated between City of Forest Park and Fresh Start Construction & Management, Inc. and will supplement the terms and conditions contained herein.
3. City of Forest Park will provide prompt feedback/answers on any questions Fresh Start Construction & Management, Inc. may have and be reasonably available to Fresh Start Construction & Management, Inc. in furtherance of the project.
4. Fresh Start Construction & Management, Inc. will be provided access to 886 Main Street, Forest Park, GA 30297 as reasonably required to perform the work during the working hours set forth above.

I find the above contract & job description with Fresh Start Construction & Management, Inc. to be acceptable and do hereby give consent to Fresh Start C&M, Inc. to commence work.

Customer's signature \_\_\_\_\_ Date \_\_\_\_\_

Fresh Start C&M, Inc. \_\_\_\_\_ Date \_\_\_\_\_