



9280 Turner Road Jonesboro, GA 30236  
770-478-0098

### **Maintenance Contract**

8-29-2023

City of Forest Park – Town Center Plaza – Ricky Clark

886 Main St

Forest Park – Ga 30297

470-409-2093 - rclark@forestparkga.gov

#### **I. Turf**

##### **A. Mowing**

- i. Grass areas will be cut weekly during 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 (Patios, drives, walkways, etc.).

##### **B. \*Fertilization and Weed Control**

- i. Will consist of 8 treatments per year to the turf with a mixture of fertilizer, iron, and pre-emergent and (Green Team) post-emergent weed control: depending upon the season and needs at the time.

##### **C. \*Aeration and re-seeding are recommended for your property for best overall appearance. (Green Team)**

##### **D. \*Disease and the application of effective fungicides to alleviate any harmful fungus shall be made as necessary to all turf areas.**

- i. Severe disease problems may require many sequential treatments and an additional charge may be required. (Green Team)

- \* Indicates services that are recommended, but are not included in the monthly maintenance charges, but would greatly enhance the property.**

## **II. Shrubs, Trees, Vines, and Groundcovers**

### **A. Pruning**

- i. All flowering trees (less than 10') will be pruned in a manner so as to encourage 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.

### **B. \*Fertilization of Shrubs and Trees**

- i. Will consist of one application of fertilizer in the early spring. (Green Team)

### **C. \*Pre-emergence herbicides will be applied to all shrub/tree beds.**

### **D. Post-emergence herbicides shall be carefully utilized as spot treatments in shrub beds.**

- \* Indicates services that are recommended, but are not included in the monthly maintenance charges, but would greatly enhance the property.**

## **III. Edging and cleanup**

### **A. Edging**

- i. Curbs, walks and beds will be edged weekly or as needed to ensure proper definition.

### **B. Clean-up**

- i. All debris, natural or un-natural, will be collected from the property upon each visit or as necessary. All paved areas will be blown as needed to remove debris brought about by the contractor's work. Includes parking lot, cleaned up.

#### IV. Mulching of Beds and Weed Control

##### A. \*Mulching

- i. Pine Straw will be applied once per year. Pine Straw will be clean and free of sticks and cones. Price includes of bed lines spreading and tucking straw.

##### B. Weed Control

- i. The mulched area, parking lots, and curbs will be kept clean by either hand-weeding or spot spraying treatments.

#### V. Seasonal Color

##### A. \*Annual flowers

- i. Spring and Fall Flowers to highlight the property through a colorful arrangement of flowers. Properly maintained to ensure best blooming.

**\* Indicates services that are recommended, but are not included in the monthly maintenance charges, but would greatly enhance the property.**

#### VI. Special Scheduling, Exclusions, Owners Participation

**A. \*Any special work the owner wishes to be performed on specific occasions should be scheduled seven to ten days in advance and any additional cost should be predetermined.**

**\* Indicates services that are recommended, but are not included in the monthly maintenance charges, but would greatly enhance the property.**

#### VII. General Conditions

**A. Lawn Maintenance Company does not warrant the life of any shrubs, trees, turf, or groundcover on the property. However, the company will provide the necessary expertise to effectively discharge the duties listed above and will take prudent precautions to ensure the life of the grounds.**

**B. Lawn Maintenance Company is not responsible for the watering of property.**

- C. Service shall be provided *51 weeks per year*
- i. Christmas until New Year's Duncan's Landscaping & Maintenance/Duncan's Green Team will be closed.
- D. Cost of services will be payable monthly upon receipt of invoice. Interest on unpaid statements shall accrue at the rate of twenty-four (24%) per annum from the due date if not paid within ten (10) days of said due date.
- E. Contractor shall cease all services on the above contracted property until all delinquent payments are received. When Property's payments fail to reach contractor's office by the 10<sup>th</sup> day of the month.
- F. Either contractor or Property manager may terminate this contract at any time with or without cause by providing 60 days written notice.
- G. Property agrees, if contractor is required to retain legal counsel to collect any delinquent compensations pursuant to this contract, property shall pay contractor, in addition to principal and interest accrued thereon, attorney's fees in the amount of eighteen percent (18%) of unpaid principal and interest if not paid within ten (10) days of receipt of notice of such delinquency pursuant to O.C.G.A. @13-1-11.
- H. This contract shall be automatically renewed on the anniversary date of each year unless either party expresses an objection by certified letter. We hereby understand, adhere and agree to the terms and stipulations of this document and enter into this contract agreement.
- I. Insurance: Duncan's is insured with comprehensive general liability, broad form property damage, contractual liability up to \$ 1,000,000.; and an automobile liability policy that has a combined single limit of \$ 500,000. Also furnished is a worker's compensation policy with employee's liability of \$100,000.
- J. Contractor shall at all times enforce strict discipline and good order among all employees and shall not employ on the job any unfit person in the task assigned him. Contractor is an equal opportunity employer and does not employ with regard to race, creed, color, sex or national origin.
- \* Indicates services that are recommended, but are not included in the monthly maintenance charges, but would greatly enhance the property.**

VIII. Cost

A. The monthly cost for your property maintenance

**\*\*Not responsible for Outdoor Landscape Lighting not installed by Duncan's Landscaping\*\***

***1. Cost of Service - \$1989.00***

***Pre-emergence 2 x a year – Each Application \$985.00***

**Service can begin: week of 9-5-2023**

Accepted by: ***Johnny Duncan*** Date: **8-29-2023**

***Duncan's Landscaping & Maintenance, Inc.***

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Forest Park - Town Center Plaza – Ricky Clark – 745 Forest Pkwy – Ft Park – Ga -  
30297**