

LANDSCAPING SERVICES AGREEMENT

This Landscaping Services Agreement ("Agreement") is made and entered into this 5 day of August, 2024 by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK ("DDA")** and **ANDERSON LAWN CARE, LLC**, a Georgia corporation ("Contractor").

WHEREAS, the DDA desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the DDA pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the DDA as detailed in **Exhibit A ("Services")**. If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the DDA Chair or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the DDA shall pay to Contractor a monthly fee of ~~\$3,856.32~~ and a one-time fee of \$1,873.19, as further detailed in **Exhibit B**. The DDA agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the DDA is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the DDA shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed the Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the DDA on June 30, 2024 ("Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for one additional twelve (12) month period unless the DDA provides written notice of non-renewal to the Contractor at least thirty (30) days prior to the expiration of the Initial Term.
4. **RELATIONSHIP OF THE PARTIES.**
 - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the DDA and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the DDA and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

EXHIBIT B

Downtown Development Authority FP - 4871 College Street, Forest Park

Estimate 871

Estimate created on 05/14/2024

Lot Size: 2 SqFt

Moderately Wooded

Bed Size: 5qFt

Clean-up properties and Maintain

Description	Your Cost	Customer Price	Average Employee ManHours	Rate	Area Bed Size	Depth	Coverage	Amount Needed	Your Total Cost	Total Customer Price	Total ManHours	Total Labor Cost	Gross Profit
4871 College St. Weekly Service									0	125.00			125.00
4894 College St. Weekly Service									0	49.99			49.99
4896 College St. Weekly Service									0	60.99			60.99
4950 Courtney Drive Weekly Service									0	55.95			55.95
608 Forest Parkway Weekly Service									0	74.99			74.99
701 Forest Parkway Weekly Service									0	89.99			89.99
810 Forest Parkway Weekly Service									0	89.99			89.99
830 Forest Parkway Weekly Service									0	89.99			89.99
904 Main St. Weekly Service									0	96.99			96.99
946 Main St. Weekly Service									0	49.99			49.99
948 Main St. Weekly Service									0	49.99			49.99
954 Main St. Weekly Service									0	49.99			49.99
964 Main St. Weekly Service									0	79.99			79.99
Totals:									0	953.94	0	0	953.94

EXHIBIT B (CONTINUED)

Downtown Development Authority FP - 964 Main Street, Forest Park Estimate 964

Estimate created on 05/14/2024

Lot Size: 2 SqFt

Bed Size: SqFt

One time clean up service

Description	Your Cost	Customer Price	Average Employee Hrs/Rate	Area/Bed Size	Depth	Coverage	Amount Needed	Your Total Cost	Total Customer Price	Total Man/Hours	Total Labor Cost	Gross Profit
4871 College St. Clean up service								0	179.99			179.99
4884 College St. Clean up service								0	139.99			139.99
4898 College St. Clean up service								0	149.99			149.99
4950 Courtney Dr. Clean up service								0	155.99			155.99
751 Main St. Clean up service								0	139.99			139.99
771 Main St. Clean up service								0	110.99			110.99
816 Forest Parkway								0	129.99			129.99
803 Forest Parkway Clean up service								0	139.99			139.99
904 Main St. Clean up service								0	225.99			225.99
946 Main St. Clean up service								0	125.00			125.00
948 Main St. Clean up service								0	89.99			89.99
954 Main St. Clean up service								0	199.99			199.99
964 Main St. Clean up service								0	85.99			85.99
Totals:								0	1,879.99	0	0	1,879.99

EXHIBIT A SCOPE OF SERVICES

Summary of Work: The DDA herein agrees to this contract for landscaping and maintenance of properties it owns and manages as stated in Exhibit B herein. The areas subject to the contract are described on the map attached as Exhibit D and have been inspected by the Contractor under the direction of the DDA. The contracted price is per weekly performance through September 30th each term, and resort to services as needed basis until May 1st of each term. Management, inspections, and frequency of the work will be directed by the DDA.

Maintenance and landscaping to include:

- Mow grass in subject areas per map attached and discussion with DDA
- Trim walkways, curbs, road overgrowth, fences, and property lines as needed
- Remove fallen limbs and trash as needed
- Perform other minor clean up and trash removal as evident on-site
- Blow and clean up trimmings and debris

Contract Management: The contractor will report to and bill the DDA. The City of Forest Park is not responsible for any part of this agreement. All liability for the performance of the work is the responsibility of the contractor who will hold the DDA harmless for any damage, liens, performance, or conduct of the contractor. The contractor may not assign this contract without DDA permission.

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the DDA Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the DDA in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by DDA Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation - Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability - Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Downtown Development Authority of Forest Park" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation - Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability - Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Downtown Development Authority of Forest Park" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The DDA's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the DDA may elect to require higher limits.

Owner's Protective Liability – The DDA's Management may, in its discretion, require Owner's Protective Liability in some situations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT

NAME:

PHONE (A/C No. Ext): (888) 202-3007

FAX (A/C No.):

E-MAIL: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hiscox Insurance Company Inc

10200

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Anderson Lawn Care
4117 Scott Dr
Forest Park, GA 30297

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	P101.001.191.3	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below.					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the DDA including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the DDA.

5. **WARRANTY ON SERVICES RENDERED.** The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the DDA shall be deemed to diminish this warranty in any way.

6. **TERMINATION FOR DEFAULT.**

- (a) The DDA may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the DDA specifying such failure.
- (b) In the event the DDA terminates this Agreement in whole or in part as provided in subparagraph (a) above, the DDA may procure, upon such terms and in such manner as the DDA may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the DDA for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy,

acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the DDA provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The DDA may at any time by written notice terminate all or any part of this Agreement for the DDA's convenience. If this Agreement is terminated, in whole or in part, for the DDA's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the DDA's direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the DDA and its governing officials, agents, employees, and representatives (collectively, the "DDA Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any DDA Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents,

and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. This obligation shall survive termination. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the DDA or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

10. RISK MANAGEMENT REQUIREMENTS. The Contractor shall abide by the DDA's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C**, and incorporated herein by reference.

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

12. WORK ON THE DDA'S DESIGNATED PREMISES. In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the DDA's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

13. CONFLICTS OF INTEREST. Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

14. CONFIDENTIAL INFORMATION. Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any

confidential information of the other party to third parties. These obligations shall survive termination.

15. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the DDA. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the DDA consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

16. ATTORNEYS' FEES. Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

17. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Clayton County, Georgia.

18. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to the DDA:

Executive Director
DDA of Forest Park
785 Forest Parkway
Forest Park, GA 30297
rdennis@forestpark.gov
404-366-4720|

With copies to:

Danielle Matricardi, Esq.
Denmark Ashby LLC
100 Hartsfield Centre Pkwy., Ste. 400
Atlanta, Georgia 30354
dmatricardi@denmarkashby.com

If to the Contractor:

Christopher Anderson
Anderson Lawn Care
4117 Scott Drive
Forest Park, GA 30297
404-429-9243
Chrisat4117@gmail.com

19. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
20. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
21. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
22. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
24. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
25. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
26. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF FOREST PARK**

BY: _____

NAME: _____

TITLE: _____

[Signature]
Chairwoman

ATTEST (sign here):

NAME (print):

DATE:

[Signature]
Charise Keann Clay
August 7, 2024



Executed on behalf of:

CONTRACTOR: ANDERSON LAWN CARE, LLC

BY (sign here): _____

NAME (print): _____

TITLE: _____

[Signature]
Christopher Anderson
Organizer CEO

[Corporate Seal]

ATTEST (sign here): _____

NAME (print): _____

TITLE: _____

DATE:

August 5, 2024

