



ACKNOWLEDGEMENT OF RECEIPT OF  
BID NUMBER 11-239  
Construction of Abernathy Greenspace Linear Park Phase 3  
UPON RECEIPT OF DOCUMENTS,  
PLEASE FAX OR MAIL THIS PAGE TO:

City of Sandy Springs – Purchasing Division  
Attention: Tyra Little, Contract Administrator  
7840 Roswell Road Suite 500  
Sandy Springs, GA 30350  
Fax: 770.206.1480  
Email: tyra@fearlessdata.com

I hereby acknowledge receipt of documents pertaining to the above referenced bid.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CDs and hard copies of the plans for this project are available for purchase at LDI, 8601 Dunwoody Place, Suite 142, Sandy Springs, GA, 770-992-1801**

**There will be no pre-bid for this project. Questions will not be accepted after August 27, 2010 2pm eastern time.**

CITY OF SANDY SPRINGS  
INVITATION TO BID NUMBER 11-239  
Construction of Abernathy Greenspace Linear Park Phase 3

The City of Sandy Springs is accepting sealed bids from qualified firms for grading, fence installation, and purchasing and planting of trees and various other plant materials for the Construction of Abernathy Greenspace Linear Park Phase 3 project. Sealed bids will be received no later than 2:00 P.M., September 3, 2010 in the City of Sandy Springs Purchasing Division, at 7840 Roswell Road Suite 500, Sandy Springs, Georgia, 30350 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Division will not be accepted.

Bids shall be presented in a sealed opaque envelope with the bid number and name (# 11-239 Construction of Abernathy Greenspace Linear Park Phase 3) clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND TWO (2) COPIES OF THE BID MUST BE SUBMITTED.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

**We encourage and advise all firms participating in this procurement to go and visit the site.**

Bid packages are available at the Sandy Springs City Hall, Purchasing Division, located at the above address. Additional information, and bid packages, may be obtained by visiting the city web site [www.sandyspringsga.org](http://www.sandyspringsga.org) or by email to the Purchasing Officer at [tyra@fearlessdata.com](mailto:tyra@fearlessdata.com). Please refer to Bid # 11-239 and bid name (Construction of Abernathy Greenspace Linear Park Phase 3) when requesting information.

The City of Sandy Springs reserves the right to reject any or cancel all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

CDs and hard copies of the plans are available for purchase at LDI, 8601 Dunwoody Place, Suite 142, Sandy Springs, GA 770-992-1801

**There will be no pre-bid for this project. Questions will not be accepted after August 27, 2010 2pm eastern time.**

**GENERAL TERMS & CONDITIONS**  
**BID FORM**  
**MUST BE RETURNED WITH BID**

Date: \_\_\_\_\_

**City of Sandy Springs**  
**Purchasing Division**  
**7840 Roswell Road Suite 500**  
**Sandy Springs, Georgia 30350**

**Re: Bid Number # 11-239**

- I.** Bids will be received by the Purchasing Office at the address shown on the cover of the Invitation to Bid until the date and time set for the bid opening.
- II.** Bid is based on supply of Construction of Abernathy Greenspace Linear Park Phase 1 Grading, Fence Installation, and Planting per the specifications as indicated in the bid document.
- III.** Anticipated delivery of Construction of Abernathy Greenspace Linear Park Phase 3 within **180** calendar days from the date of the award of this bid.
- IV.** In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- V.** Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, may be treated as non-responsive and may not be considered for award. Bids should not be based on an “all or nothing” award. The City of Sandy Springs reserves the right to award the bid in whole or in part.
- VI.** This bid may not be revoked or withdrawn after the time set for deadline receipt of bids and shall remain open for acceptance for a period of ninety (90) days following such time.
- VII.** Bidder shall place the following information on the outside, lower left corner of the envelope containing the bid. Failure to include such information may delay opening of the bid.

**INVITATION TO BID # 11-239**  
**BID CLOSING DATE: 09-3-2010**  
**BID TIME: 2:00 P.M.**

**VIII.** This agreement shall be governed in all respects by the laws of the State of Georgia.

**IX. GENERAL SPECIFICATIONS:**

No specification implied or expressed is intended to limit competition. The "Basic Requirements" attached are intended as a guide for the Construction of Abernathy Greenspace Linear Park Phase 3 Grading, Fence Installation, and Planting on which vendors are to submit a bid. These requirements and other specifications are not designed to prevent any vendor from submitting a bid. All equipment should comply with the requirements within a generally accepting range.

- A.** The Construction of Abernathy Greenspace Linear Park Phase 3 Grading, Fence Installation, and Planting offered shall meet with the detailed requirements listed in the bid form of this bid. Bidders are to indicate exactly what they are offering in the bid submission. All goods and/or services supplied pursuant to a purchase order shall, unless otherwise stated, conform exactly to all of the descriptions, specifications, and attachments contained in the Invitation to Bid upon which an order is based; and the terms, conditions, and specifications of the Invitation to Bid are incorporated herein by reference and made a part thereof.
- B.** Bidder's must furnish specification sheets, or similar data to support statements made in bid submission. Failure to furnish required data may be consideration as cause for rejection of bid.
- C.** All items omitted from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer that is clearly necessary for the complete operation of the equipment shall be considered a requirement although not directly specified in these specifications. No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.
- D.** All deliveries are to bid FOB, City of Sandy Springs, Sandy Springs, Georgia 30350. All freight and delivery charges must be incorporated as part of the Base bid amount. Vendor shall transfer and deliver to the department named all of the goods and/or services described herein for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.
- E.** At time of delivery, the successful bidder shall furnish the City with a one (1) plant warranty for each unit as specified in the bid documents. All warranties shall be effective the day the plants are placed into service by the contractor for the City.
- F.** The City reserves the right to inspect any or all plantings before award of bid. The City reserves the right to reject any or all bids based on this inspection.

- X.** The City shall pay the amount set out in the attached Schedule for any service/equipment provided. Payments shall be made each month according to invoice. Payment terms are Net 30. This project will have 10% retainage withheld from each invoice.
- XI.** The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.
- XII.** The term of this contract is for one (1) year or such shorter time as may be indicated on the bid document and all services provided to the City during said term shall be billed at the contract price.
- XIII.** The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice of its intent to do so.
- XIV.** The City may, at its discretion and with the written consent of the Vendor, renew this contract for one or more additional terms.
- XV.** In the event that this contract shall terminate or be likely to terminate prior to the making of an award for a new contract for this commodity, the City may, with the written consent of the Vendor extend this Contract for such period as may be necessary to afford the City continuous service as provided by this Contract.
- XVI.** This Contract is entered into solely for the convenience of the City of Sandy Springs, and it in no way precludes the City or any of its user departments from obtaining like services from other vendors upon prior approval of the Purchasing Division. Such approval shall be made at the sole discretion of the Purchasing Division, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the City to do so.
- XVII.** The vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of goods and services to the User Department pursuant to this Contract.
- XVIII.** This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.
- XIX.** The City shall not be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- XX.** This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the City.
- XXI.** The provisions of the City of Sandy Springs Policy are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

**XXII.** The waiver by the City of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

**XXIII.** The terms, conditions and specifications of the Request for Quote and the award made in connection with this Contract are incorporated herein by reference and made a part hereof just as if they had been fully set out herein.

**XXIV.** For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.

**XXV. DRUG-FREE WORKPLACE:**

**A.** If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

**B.** If Contractor is an entity other than an individual, it hereby certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
- (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

**C.** Contractor may be suspended, terminated, or debarred if it is determined that:

- (1) The Contractor has made false certification hereinabove; or
- (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

**XXVI. INSURANCE REQUIREMENTS - Coverage, Limits and Endorsements**

**A. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)**

All contractors shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies shall name the officers, agents and employees of the

City of Sandy Springs as additional named insured, but only with respect to claims which are not covered by the Georgia Tort Claims Act, O.C.G.A. 50-21-20 et seq. (Supp 1992). The CGL policy must provide primary limits for any claims not covered by the Georgia Tort Claims Act. However, the CGL policy must indemnify the City for any claims covered by the Georgia Tort Claim Act. The policy or policies must be on an "occurrence" basis unless waived by the City. The CGL policy shall include contractual liability coverage. The CGL policy purchased by the contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the City if the company is an alien insurer. The CGL policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the below limits.

Limits: \$500,000 per Person  
\$500,000 per Occurrence

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE POLICY (BAP)**

The contractor shall procure and maintain a BAP with liability limits of not less than \$500,000 per person and \$500,000 per occurrence or a policy with a Combined Single Limit of not less than \$ 500,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

#### **C. WORKERS' COMPENSATION INSURANCE**

To insure the statutory limits as established by the General Assembly of the State of Georgia. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B- Employer's liability limits of:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 policy limit

Excess liability coverage may be used in combination with the base policy to obtain these limits. The contractor shall require all contractors and subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

#### **D. INDEMNIFICATION AGREEMENT**

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Sandy Springs and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the

contractor. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Sandy Springs and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Sandy Springs, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

## **XXVII. ENTIRE AGREEMENT**

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the City or any User Department unless the change or modification shall be in writing, consented to and approved by the Purchasing Division.

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**Company Name**

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**Phone #**

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**Address**

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**Fax #**

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**City, State and Zip Code**

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**Email Address**

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**Bidder Signature**

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**Title**

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**Date**



## EXHIBIT "A"

### SCOPE OF WORK & BID SPECIFICATIONS

#### Construction of Abernathy Greenspace Linear Park Phase 3

<b><u>Description:</u></b>	<b><u>Quantity</u></b>
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Maintenance	1 year
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Contractor must comply with the following standards and specifications for all materials, methods and workmanship unless otherwise noted:

Codes and Standards of the American Association of Nurserymen.  
Codes and Standards of the International Society of Arbor Culturists.

#### **SCOPE:**

- Prepare and plant trees in designated areas determined by the City.
- Labor, Materials, equipment and services to complete all preparation, locations and protection work as indicated in the drawings as specified.
- Contractor shall coordinate with all contractors and trades on this project site. List of all equipment to be utilized during tree preparation and planting.
- The Contractor shall provide a list of at least three (3) references and projects that the contractor has successfully completed that are similar in scope and nature. Project list should include mortality rates.
- The contractor shall include a schedule by day as to how many units can be dug and planted to areas specified.
- Contractor shall propose application rates for specified wetting agents, Fertilizers and soil conditioners.
- Contract shall supply copies of licenses and memberships.
- The contractor shall have a certified arborist on staff or as a consultant present at tree preparation digging, and any other phases of the project. Arborist shall certify that all preparation and planting are conducted within industry standard guidelines using best practices.
- The Contractor shall provide certified arborist license.
- The Contractor shall be responsible for obtaining lane closure permits and provide traffic control as necessary for major intersections to maintain access between sites based on input from the City of Sandy Springs.
- The Contractor shall obtain permits as necessary to perform the land disturbance work including but not limited to erosion control measures.
- Trees to be located at the site are designated on the drawings and as directed by the City of Sandy Springs. The City representative shall select what type of trees will be planted
- Trees shall be protected with barricades during construction at the site.
- Tree pits resulting from digging shall be backfilled with clean, stable fill and brought flush with the surrounding grade.

- The Contractor shall attend an inspection of the existing conditions by the City prior to commencing work, including but not limited to identification of trees, and potential obstructions to work site. The City shall prepare a report of existing conditions as a matter of record, to include photographs. The contractor will accept the existing conditions as a reference point for condition of trees, and condition of site. Existing conditions will then become the responsibility of the Contractor to keep intact.
- Any tree that dies or is deemed in unacceptable condition for one year following final project acceptance shall be removed by the Contractor, including root ball, and backfilling of pit, at no cost to the City of Sandy Springs.
- The Contractor shall provide a replacement tree and plant the tree at no additional cost to the City.
- The guarantee shall be enforced if it is deemed by the City that the tree mortality or decline is a product of improper handling or maintenance by the Contractor.
- Trees shall be handled in such a way as to avoid damage to bark and limbs
- Broken limbs or scarred trunks shall cause tree to be unacceptable and rejected at the city's option. Broken limbs and wounds which do not, in the City's judgment, cause the tree to be rejected shall be cleanly cut.
- Transport plant material on vehicles of adequate size to prevent overcrowding, broken limbs, foliage damage or root ball damage.
- Root balls and foliage shall be kept moist during all phases of relocation.
- Rotate tree prior to setting to achieve best positioning relative to adjacent trees and viewing angles.
- Contractor shall monitor the health of the trees and shall provide the City with care and maintenance recommendations, in writing for a period of two years after the tree planting is complete.
- Contractor shall provide for 1 year care and maintenance for plantings.
- Contractor shall within the defined areas adjacent to Abernathy Road; remove all dead or damaged branches, all limbs within 8' of ground, and all dead trees. Remove vines from trees by cutting vine at ground and at 8'. Remove the portion between the cuts and then paint newly cut vine stump with glyphosate. Remove emerging shrubs at base of trees by cutting at the ground and painting newly cut stump with glyphosate.
- Contractor must comply with the following standards and specifications for all materials, methods and workmanship unless otherwise noted:
  1. Codes and Standards of the American Association of Nurserymen.
  2. Codes and Standards of the International Society of Arbor Culturists.

**Please see plans for location and designation**

**CDs and hard copies of the plans are available for purchase at LDI, 8601 Dunwoody Place, Suite 142, Sandy Springs, GA, 770-992-1801**

# **Landscape Maintenance Specifications for the Construction of Abernathy Greenspace Linear Park Phase 3**

## **Section One: Introduction**

### **1.01 Project Concepts**

The Contractor is responsible for the maintenance of the landscape areas to provide an attractive, colorful and resource efficient landscape for the benefit of the City of Sandy Springs (Customer). The Customer expects a high standard of horticultural service to maintain the landscape. These standards are detailed in the Landscape Maintenance Specifications. The specifications include the use of integrated management program of soil, water, fertilization and pest management that optimizes plant health, resource efficiency.

### **1.02 Site Map**

A site map will be provided and shared between the Customer and Contractor. The map shall reflect general plant palette, streets and addresses. Copies of the map shall be on file with the Customer and Contractor, and will be used to identify locations of work to be performed, locate problems, etc.

### **1.03 Site Plant List**

A list of all existing plants will be included and on file with the Customer and Contractor. The list is to be used as a reference for plant replacements, to identify plants that may need to be replaced and to help determine potential plants to add to the site when appropriate.

### **1.04 Emergency Phone Numbers**

All phone numbers, including those of the Customer and Contractor, shall be listed, including numbers for 24 hour emergency service. To be provided to and by the successful bidder.

## **Section Two: General Requirements**

### **2.01 Protection of Existing Structures and Property**

Contractor shall take proper precautions when working on-site to protect any and all association structures, infrastructure and utilities. Any damages to association structures will be reported immediately to the Customer's Representative. Any damages caused by Contractor action shall be corrected and/or paid for by the Contractor at no cost to the Customer.

### **2.02 Safety**

Contractor shall adhere to all state, federal and local requirements related to the safe completion of all work. Contractor safety includes the use of safety gear, traffic control and vehicle safety.

### **2.03 Customer**

The Customer shall have authority to call meetings, with a 24 hour advance notice, for purposes of discussing site issues, performance and needs. Contractor shall provide reports, as designated in the scope of work, to the Customer.

### **2.04 Maintenance Schedule/Inspection Schedule**

The hours spent on site is determined by the scope of work. The Customer and Contractor shall participate in monthly site review/inspections.

### **2.05 Contractor Supervision**

Contractor shall provide qualified on-site supervision to insure high quality work and provide accurate reports.

### **2.06 Extra Work**

Work determined to be beyond the tasks listed in the scope of work shall be "extra" work. Extra work will be planned, estimated and proposed to the Customer for authorization before performing the work ("extra" work should be designated and clearly understood at the initiation of the contract.)

### **2.07 Plant Material Replacement**

Plant materials may require replacement for safety, aesthetics or because of damages. All replacement plant materials shall be in keeping with the association plant list, or approved substitutions. .

### **2.08 Pesticide Regulations**

All chemicals shall be used in strict accordance with federal, state, county and local laws and regulations. Any use of chemicals shall be reported to the Customer and applied by trained and licensed pest control operators. It is the intent of the Customer to maintain a healthy, sustainable landscape that will minimize the need for and use of chemical controls. An Integrated Pest Management Program (IPM) and biological controls will be utilized as much as possible for the site.

### **2.09 Fertilizer Regulations**

Contractor shall adhere to the fertilizer programs described in the scope of work. The intent is to use the minimum amount of fertilizers necessary to produce healthy and attractive plant material. Contractor shall take soil samples in a variety of locations to determine the need for soil/plant nutrients before applying fertilizer. The frequency of fertilization is set by results of the soil sampling.

### **2.10 Weed Control**

Contractor is responsible for keeping all areas free of weeds. Contractor is required to keep controlled by (1) the use of organic mulches on the soil surface, (2) pre-emergent herbicide, (3) manual labor.

### **2.11 Licensing**

Contractor shall hold appropriate Pest Control Operators and chemical application licensing/certification or provide services of same as part of this contract.

### **2.14 Insurance**

Contractor shall provide proof of insurance.

### **2.15 Notice of Cancellation**

The landscape maintenance contract is subject to 30 day written notice of cancellation by either party.

### **Scope of Work**

The scope of work contained herein establishes a standard of landscape care for the Customer. The scope is specifically intended to produce an attractive, healthy and cost effective landscape. Contractor shall furnish all labor, equipment, materials, tools and specific skills required to perform the scope of work set forth in the maintenance specifications.

### **3.01 Soil Management Program**

**Soils Analysis:** Contractor shall provide a soil fertility test prior to initiating fertilization.

**Soil Probe Analysis:** The site supervisor and site personnel shall utilize a hand soil probe to physically determine soil moisture levels in various planting zones. The soil probe analysis is to be used to monitor and determine the water requirements for the various plant material.

### **3.02 Water Management Program**

The water management program is intended to maximize plant health. Watering can be accomplished using hand water techniques or the use of "Gator Bags" or equivalent.

1. Develop and maintain a site log. The site log should contain the following information: watering days and times, soil moisture data, plant health and vigor, areas of vandalism, weather conditions and other site information or log to be submitted biweekly.

### **3.03 Shrub Management Program**

The goal of the shrub program is to develop a lush, natural appearance, promote flowering and keep pruning and trimming to a minimum for cost-effectiveness for the Customer.

1. Pruning shall be done on an as needed basis only. The intent of this style of pruning is to maintain the natural plant appearance. Shrubs are intended to fill planting spaces as much as possible.
2. Shearing back of shrub stems and branches is not encouraged unless the plant poses a safety hazard, or unless directed by the Customer.
3. Shrub fertilization shall be performed using slow release, complete organic based products in February and October, or as indicated by the soil test results.
4. Shrub areas are to be kept free of weeds and grass.

### **3.04 Groundcover Management Program**

The site groundcovers are intended to fill large areas, provide significant color and present a lush appearance.

1. All groundcover areas shall be uniformly watered to insure consistent growth and plant coverage.
2. Groundcover areas shall be kept free of weeds and grasses.
3. Bare areas may require hand tilling of soil, addition of amendment and replanting to create plant uniformity.
4. Fertilization shall be done in conjunction with shrub schedule.

### **3.05 Tree Management Program**

The Customer seeks to maximize the growth and health of tree species, while minimizing damages typically caused by trees or by the lack of proper tree care.

1. All new trees shall be staked to allow movement (at least 6") in the wind. Stakes shall be removed as soon as trees are deemed established in the soil or by one year of planting, whichever comes first.
2. Trees shall be deep watered to encourage deep roots and discourage surface root damages. Deep watering is especially important during the warm months (May-September). Soil moisture and moisture depth shall be checked by hand soil probes.
3. Trees shall be fertilized in accordance with shrub fertilizer program.
4. Trees shall be pruned back only for safety or structural clearance, otherwise, pruning shall be performed as a "thinning" or "opening" to promote tree spread and shading potential. No more than 1/4 to 1/3 of leaf area shall be removed at any pruning. (International Society of Arboriculture standards to guide all tree pruning.)

5. Potential damages caused by tree roots will be identified on site walks. Where appropriate, root pruning shall be performed to avoid costly damages for the Customer.
6. Trees causing consistent physical damage or nuisance can be recommended for removal. Contractor shall report/recommend such hazards to the Customer.

### **3.06 Green Waste/Trash Program**

1. All green waste shall be taken to a green waste composting facility (exchanged for composted material if possible).
2. All shrub, tree and groundcover areas are to be kept clear of trash and debris.
3. The removal of leaves from under shrubs is not necessary due to use of mulch. Street and parking pad leaves may be picked up. Leaves falling into mulch areas (natural leaf drop) shall be left in the mulch unless otherwise directed by Owners Representative.

### **3.07 Mulching Program**

1. Soils in all shrub, tree and groundcover areas shall be kept covered with organic, shredded, composted mulch. A minimum of a 2" layer of mulch is to be kept "up" at all times. Additional mulch shall be applied in early spring and fall after leaf drop.
2. Soil may need to be removed (and plants replaced) where soil is significantly higher than adjacent hardscapes and mulch is consistently kicked and/or washed out. This will produce catchment to help keep mulch in place.

### **3.08 Integrated Management Program**

To insure maximum management impact for the Customer, an integrated management program shall be implemented.

1. Perform preventive maintenance checks on a regular basis to avoid major pest, disease, water related or root damage problems. Specifically check for observable evidence of pests or diseases, observe plant leaf color for nutrient deficiency signs, probing the soil to monitor moisture.

**Please see plans for location and designation**

**CDs and hard copies of the plans are available for purchase at LDI, 8601 Dunwoody Place, Suite 142, Sandy Springs, GA, 770-992-1801**

**EXHIBIT B  
TO CONTRACT AGREEMENT  
BASE BID SCHEDULE**

**THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES OF THE  
ITEMS TO CONSTRUCT THE PROJECT AS INDICATED IN THE  
CONSTRUCTION DRAWINGS. THIS MAY INCLUDE THE CONSTRUCTION OF  
ITEMS NOT PRESENT IN THE BID SCHEDULE.**

<b>ITEM</b>	<b>ITEM</b>				<b>UNIT</b>		<b>TOTAL</b>
<b>No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>		<b>PRICE</b>		<b>PRICE</b>
210-0100	GRADING COMPLETE	LS	LS	\$		\$	
	(Unit Price in Words)						
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	342	\$		\$	
	( Unit Price in Words)						
607-1000	MORTAR RUBBLE MASONRY	LF	320	\$		\$	
	(Unit Price in Words)						
643-8200	BARRIER FENCE (ORANGE), 4 FT – TREE PROTECTION	LF	6450	\$		\$	
	(Unit Price in Words)						
668-2100	DROP INLET, GP 1	EA	8	\$		\$	
	(Unit Price in Words)						
668-2300	UNDERGROUND STORM WATER INFILTRATION SYSTEM	CF	4800	\$		\$	
	(Unit Price in Words)						
643-8300	DECORATIVE ORNAMENTAL WOOD FENCE – 6 FT TALL	LF	180	\$		\$	
	(Unit Price in Words)						

643-8301	DECORATIVE ORNAMENTAL WOOD FENCE – 42 IN TALL	LF	225	\$		\$	
	(Unit Price in Words)						
702-0051	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLANCE' – 2" CAL., 10'-12' HT.	EA	25	\$		\$	
	(Unit Price in Words)						
702-0071	AZALEA (PINK) – 3 GAL.	EA	68	\$		\$	
	(Unit Price in Words)						
702-0072	AZALEA (WHITE) – 3 GAL.	EA	28	\$		\$	
	(Unit Price in Words)						
702-0140	CERCIS CANADENSIS 'EASTERN REDBUD' – 2" CAL., 7-8' HT.	EA	15	\$		\$	
	(Unit Price in Words)						
702-0135	CEDRUS DEODARA – 8'-10' HT.	EA	152	\$		\$	
	(Unit Price in Words)						
702-0180	CORNUS FLORIDA – 2" CAL., 7'8' HT.	EA	28	\$		\$	
	(Unit Price in Words)						
702-0225	CRYPTOMERIA JAPONICA 'YOSHINO' – 12' HT.	EA	87	\$		\$	
	(Unit Price in Words)						
702-0340	HYDRANGEA QUERCIFOLIA – 3 GAL.	EA	47	\$		\$	
	(Unit Price in Words)						
702-0471	ILEX X 'NELLIE STEVENS' – 8'-10' HT.	EA	33	\$		\$	
	(Unit Price in Words)						



702-0630	MAGNOLIA GRANDIFLORA 'CLAUDIA WANNAMAKER' – 12' HT.	EA	204	\$		\$	
	(Unit Price in Words)						
702-0631	MAGNOLIA GRANDIFLORA 'LITTLE GEM' – 10' HT.	EA	32	\$		\$	
	(Unit Price in Words)						
702-0829	PRUNUS X YEDOENSIS – 2" CAL., 10'-12' HT.	EA	22	\$		\$	
	(Unit Price in Words)						
702-0897	QUERCUS NUTTALLI – 4" CAL., 16'-18' HT.	EA	20	\$		\$	
	(Unit Price in Words)						
702-1000	ROSA 'KNOCK OUT PINK' – 3 GAL.	EA	142	\$		\$	
	(Unit Price in Words)						
702-1001	THUJA X 'GREEN GIANT' – 12' HT.	EA	32	\$		\$	
	(Unit Price in Words)						
708-9025	LANDSCAPE MULCH	SY	935	\$		\$	
	(Unit Price in Words)						
708-1000	PLANT TOPSOIL	CY	100	\$		\$	
	(Unit Price in Words)						
710-9000	PERMANENT SOIL REINFORCING MAT	SY	10648	\$		\$	
	(Unit Price in Words)						
800-2002	MISC. LANDSCAPE ITEMS – STONE COLUMN CAP	EA	2	\$		\$	
	(Unit Price in Words)						

800-2004	MISC. LANDSCAPE ITEMS – STONE COLUMN	EA	2	\$		\$	
	(Unit Price in Words)						
800-2005	MISC. LANDSCAPE ITEMS – TREE WATERING BAG DEVICE	EA	258	\$		\$	
	(Unit Price in Words)						
800-2006	TEMP PARK SIGNAGE	EA	2	\$		\$	
	(Unit Price in Words)						
800-2051	VINYL COATED CHAIN LINK FENCE – 8’ TALL	LF	5025	\$		\$	
	(Unit Price in Words)						
800-2052	VINYL COATED CHAIN LINK GATE	EA	1	\$		\$	
	(Unit Price in Words)						
	<b>TEMPORARY EROSION CONTROL</b>						
163-0232	TEMPORARY GRASSING	AC	3.0	\$		\$	
	(Unit Price in Words)						
163-0235	TEMPORARY MULCH	TN	87.6	\$		\$	
	(Unit Price in Words)						
163-0300	CONSTRUCTION EXIT	EA	6	\$		\$	
	(Unit Price in Words)						
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	6	\$		\$	
	(Unit Price in Words)						
163-0531	CONSTRUCT AND REMOVE SEDIMENT BASIN, TP1	EA	2	\$		\$	
	(Unit Price in Words)						
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	290	\$		\$	
	(Unit Price in Words)						

[illegible]

[illegible]

## QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

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## LIST OF SUBCONTRACTORS

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

**CONTRACTOR:**

Date:\_\_\_\_\_

Signature:\_\_\_\_\_

Title:\_\_\_\_\_

**CERTIFICATION OF CONTRACTOR**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

\_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

\_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

\_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## **BONDING REQUIREMENTS**

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at

\_\_\_\_\_  
(Corporation, Partnership and or Individual) hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Sandy Springs Georgia

(Name of Obligee)

7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350

(Address of Obligee)

herein after referred to as Obligee, in the penal sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs,  
Georgia, a proposal for furnishing materials, labor and equipment for:

### **Construction of Abernathy Greenspace Linear Park Phase 3**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a  
certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the  
Principal shall within ten days after receipt of notification of the acceptance execute a  
Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the  
form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient  
and satisfactory

Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in  
an amount of 100% of the total Contract Price, in form and with security satisfactory to said  
the City of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in  
law; and the Surety shall, upon failure of the Principal to comply with any or all of the  
foregoing requirements within the time specified above, immediately pay to the City of  
Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the  
United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs, Georgia  
(Name of Obligee)

7840 Roswell Rd., Bldg.500, Sandy Springs, GA. 30350  
(Address of Obligee)

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated \_\_\_\_\_for:

\_\_\_\_\_  
NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on

this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**ATTEST:**

\_\_\_\_\_

(Principal Secretary)

(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety)

**ATTEST:**

\_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia  
(Name of Obligee)

7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350  
(Address of Obligee)

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated \_\_\_\_\_ for

\_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the

Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_



## MAINTENANCE BOND

CITY OF SANDY SPRINGS, GEORGIA

PROJECT NO: FULTON COUNTY, GEORGIA

BOND NO: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS

That we, \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are held and firmly bound unto the  
CITY OF SANDY SPRINGS, GEORGIA, as Obligee in the sum of 1/3 of the contract bid  
for the payment of which said Principal and Surety bind themselves, their heirs,  
administrators, executors, successors and assigns jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has entered into an agreement with the City of Sandy Springs for  
the Construction of Abernathy Greenspace Linear Park Phase 1: and said work has now been  
completed and the Obligee desires a maintenance bond guarantee said streets and  
improvements for a period of one (1) year beginning \_\_\_\_\_ and ending  
\_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the  
Principal shall fully indemnify and save harmless the City of Sandy Springs from any and all  
loss, costs, expenses or damages, for any repairs or replacements required because of  
defective workmanship or materials in said construction, then this obligation shall be null and  
void; otherwise to be and remain in full force and effect as to any such claim arising within  
one (1) year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Name of Surety. Company)

\_\_\_\_\_  
(Attorney-in-fact)