



LANDSCAPING MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_

(Name and Address of Contractor)

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_, a corporation duly authorized to engage in the surety business in the State of Georgia, as Surety, hereinafter called Surety, are jointly and severally held and firmly bound unto the City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, as Obligee, hereinafter called Obligee, in the sum of Dollars \_\_\_\_\_ (\$ \_\_\_\_\_ ) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, this maintenance bond is required pursuant to the Land Development & Environmental Protection Code of the City of Dunwoody, Georgia; and

WHEREAS, the bond shall be in an amount established by the Community Development Department, equal to 115% the estimated costs of all landscaping improvements described in the plans approved by the Obligee; and

WHEREAS, the City of Dunwoody has approved the improvement plans for the project known as \_\_\_\_\_ located at \_\_\_\_\_ and

WHEREAS, this bond shall secure the costs of labor and materials and successful construction, completion and maintenance of all landscaping improvements as set forth in the improvement plans; and

WHEREAS, this bond shall further guarantee the workmanship, maintenance and materials for a period of two (2) years following the date of acceptance of said improvements by the City of Dunwoody.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall pay for all labor, contractors and materials and well and truly keep, do perform and maintain each and every portion of the approved plan and shall have continued to properly maintain and warrant all improvements for a period of two (2) years following the date of acceptance of said improvements by the City of Dunwoody, Georgia, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Contractor shall be and declared by Obligee to be in default under the contract, the Surety shall promptly:

- (1) Complete the improvements as set forth in the improvement plans, or
- (2) Obtain a bid or bids for completing the improvements and upon a determination by Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between the bidder and Obligee

and make available as work progresses, even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completing the improvements, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The Surety shall be further liable, to the extent of the amount set forth herein, to the Obligee for all loss, damage, and expense, including but not limited to attorney's fees, which the Obligee may sustain or incur by reason of the failure to perform or default on the part of the Contractor.

SIGNED AND SEALED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

By: \_\_\_\_\_ (Seal)

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

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

By: \_\_\_\_\_ (Seal)

Attorney-in-Fact \_\_\_\_\_