

4800 Ashford Dunwoody Road Dunwoody, Georgia 30338 dunwoodyga.gov | 678.382.6700

#### **MEMORANDUM**

**To:** Mayor and City Council

From: Michael Smith, Public Works Director

Date: October 8, 2018

Subject: Approval of a Memorandum of Agreement with the Georgia Department of

**Transportation for North Peachtree Road Off Ramp Landscaping** 

#### **BACKGROUND**

Dunwoody has secured a \$50,000 Roadside Enhancement and Beautification Council (REBC) grant to install landscaping on the I-285 westbound off ramp to North Peachtree Road. To receive the grant funds, the city must enter into the attached Memorandum of Agreement with the Georgia Department of Transportation (GDOT). The agreement stipulates that the city will install and maintain the landscaping described and depicted in Article XI of the agreement.

The total installation cost including contingency and management fees is estimated to be up to \$78,000. GDOT will reimburse up to the \$50,000 grant amount and the city will be responsible for the balance not to exceed \$28,000. The city's share of the cost will be within the available funding pending a proposed budget amendment to be voted on later this month. Upon approval installation would begin in November.

City maintenance crews are already mowing the ramp area on a monthly basis. With the installation of more formal landscaping mowing will likely need to increase to twice per month, which will result in some increase in right of way maintenance costs in future years.

#### RECOMMENDED ACTION

Staff recommends approval of the Memorandum of Agreement with GDOT in order to receive the \$50,000 in grant funding for landscaping on the North Peachtree Road off ramp.

#### **Georgia Department of Transportation**

#### And

#### City of Dunwoody, Georgia Memorandum of Agreement

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, (hereinafter referred to as the "Department"), and the City of Dunwoody, Georgia (hereinafter referred to as the "Grantee"). All obligations of the Grantee under this Agreement will be performed by the Grantee or the subcontractor of the Grantee.

#### WITNESSETH:

WHEREAS, The Grantee desires to obtain REBC Grant funding for landscape and beautification (hereinafter sometimes referred to as the "Project") recommended by the Roadside Enhancement and Beautification Council, and

WHEREAS, the Department desires to provide REBC Grant funding for the Project to the Grantee.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. The Grantee agrees to provide, install and maintain the landscape Project as approved in the Department's Special Encroachment Permit. A Scope of Project including a copy of the Department's Special Encroachment Permit and Mowing and Maintenance Agreement, is attached as Appendix A and incorporated herein by reference.

The Grantee agrees to accept and abide by the following guidelines as it relates to the Project:

- USDOT/FHWA, A Manual on Uniform Traffic Control Devices current edition;
- GDOT Standard Specifications for Construction of Transportation Systems;
- GDOT Special Provision Sections 202, 700 and 702;
- ANSI Z 60.1 American Standard for Nursery Stock current edition;
- GDOT Scenic Byway Program and Corridor Management Plan Guidelines and Requirements
- The Americans with Disabilities Act

**Landscape Guidelines** for the Project shall follow the policy established for *Landscaping on the* **DOT Right of Way** (Policy No. 6755-9) and/or as established by the Landscape Architecture unit of Georgia Department of Transportation Office of Maintenance.

The undersigned, hereby certifies that all requirements of the grant program are understood, and that all information provided in this grant application is true and correct, and represents the desires of the local government entity where the Project will be installed.

2. <u>Term of Agreement</u>: This Project must be completed by the Grantee within thirty (30) months from the date of the signed Agreement. Failure to meet this deadline will subject these funds to reallocation.

- 3. <u>Compensation</u>: A Proposed Budget is attached as Appendix B, amount requested in grant application, and incorporated herein by reference. The Department agrees to pay the Grantee a maximum sum of \$50,000 (fifty thousand dollars) as a one-time grant in order to facilitate this work, regardless of whether the Budget Estimate exceeds the grant amount. Payment will be made to assist the Grantee in costs incurred for landscaping on the Project on a reimbursement basis. In addition, the Grantee agrees that no part of these funds will be used to pay indirect costs. The intent of this grant is to pay for plant material and associated installation costs. If the Grantee completes the work for less than the maximum amount established in Appendix B, or less than the maximum grant amount, the Department is only obligated to reimburse the actual amount expended for the Project, but in no instance shall the Department be obligated to pay in excess of the maximum amount.
- 4. <u>Usage</u>: The Grantee agrees the Department may photograph the Project, display or use any information submitted by the Grantee without the payment of any other fees except for what is set forth in paragraph 3 herein.
- 5. <u>Notices</u>: Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department: Georgia Department of Transportation

600 West Peachtree Street Atlanta, GA 30308

Attn: Office of Maintenance

If to the Grantee: City of Dunwoody

41 Perimeter Center E, Suite 250

Dunwoody, GA 30346

Attn: Jessica Guinn, Assistant City Manager

6. <u>Indemnification</u>: The Grantee shall be responsible for any and all damages to property or persons and shall save harmless the Department, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the undersigned in the performance of work under this Grant Application.

The Grantee hereby indemnifies and hold harmless the Department, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the undersigned's negligent acts, errors or omissions in the performance of this Agreement.

These indemnities shall not be limited by reason of the listing of any insurance coverage.

- 7. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.
- 8. <u>Amendment</u>: The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
- 9. <u>Governing Law</u>: This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF TRANSPORTATION	ON BEHALF OF City of Dunwoody
By: COMMISSIONER	By:
Date:	Title
ATTEST	ATTEST
	Title
Treasurer	FEI#

#### APPENDIX A

#### SCOPE OF PROJECT

The Scope of Project includes the Final Plans, the approved Special Encroachment Permit and the signed Mowing & Maintenance Agreement.

Rev: May 21, 2010

#### RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

#### By and Between

#### THE

#### GEORGIA DEPARTMENT OF TRANSPORTATION

#### **AND**

#### City of Dunwoody

Permit No. 04-2018-014-089, AMPS 763563, DeKalb County, S.R. 407, M.P. 3.26, City of Dunwoody

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as "**DEPARTMENT**" or "**LICENSOR**", and <u>City of Dunwoody</u> hereinafter referred to as "**LICENSEE**".

WHEREAS, the DEPARTMENT desires to enter into a public/private partnership to perform certain services relating to mowing and maintenance within DEPARTMENT'S right of way, hereinafter called the "PROJECT", and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that, if such permission is granted to the LICENSEE, LICENSEE shall bear all costs and liability associated with the PROJECT; and

WHEREAS, the LICENSEE has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

**NOW**, **THEREFORE**, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

#### ARTICLE I SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit 'A' – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit 'A'. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the LICENSEE desire that these maintenance services be performed by a third party, LICENSEE and the third party shall enter into subsequent agreement, whereby the LICENSEE shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - MAINTENANCE WORK PLAN. The Agreement between LICENSEE and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the DEPARTMENT, and all liability associated with the PROJECT shall be borne by LICENSEE and any third parties, as set forth in Article VIII, herein.

#### ARTICLE II

## EXECUTION OF CONTRACT AND AUTHORIZATION TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

# ARTICLE III SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

## ARTICLE IV ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

# ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in <u>Fulton</u> County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

#### ARTICLE VI INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) <u>Workmen's Compensation</u> Insurance in accordance with the laws of the State of Georgia.
- (b) <u>Public Liability</u> Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.
- (c) <u>Property Damage</u> Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

- (d) <u>Valuable Papers</u> Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.
- (e) <u>Insurance shall</u> be maintained in full force and <u>effect during</u> the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

# ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

#### ARTICLE VIII

# RESPONSIBILITY FOR CLAIMS AND LIABILITY LICENSEE NOT AGENT OF DEPARTMENT

**LICENSEE**, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

# ARTICLE IX TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

# ARTICLE X COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. 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.

# ARTICLE XI MAINTENANCE WORK PLAN

### ARTICLE XI - EXHIBIT A MAINTENANCE WORK PLAN/LANDSCAPE MAINTENANCE AGREEMENT

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

#### Watering

- · Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

#### Seasonal Color (Annuals and Herbaceous Perennials and Roses)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department's sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3 inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris
- Maintain any rose shrubs at a height that will not obstruct existing directional signs or driver sight lines.

#### Ornamental Grasses

Trim away dead foliage from ornamental grass clumps in February.

#### Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

#### Plant Replacement ·

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to Policy 6755-9 Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

#### Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the Owner/Operator and the Georgia Department of Transportation.

- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use as required by state code.

#### Pest Control

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by the Owner/Operator and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

#### Mowing and trimming of grass

• Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

#### Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

#### Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- · Remove all graffiti within project limits

#### Installed Sidewalks

Maintain and repair sidewalks according to the Americans With Disabilities Act (ADA)

#### Installed Non-standard Fencing/Site Furnishings/Murals/Signs/Walls

- Repair and/or replace damaged components.
- Replace or install a temporary construction work fence immediately if the damage involves a safety issue.
   LICENSEE is responsible for all maintenance of non-standard fencing/site furnishings/murals/signs

NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.

# I-285 @ N. PEACHTREE RD. WESTBOUND EXIT RAMP REBC LANDSCAPING - SR #407 ROW DEKALB COUNTY FOR

# CITY OF DUNWOODY

# LOCATED IN LAND LOT 343, 18TH DISTRICT, DEKALB COUNTY, GEORGIA



# SITE MAP

NTS

# DRAWING INDEX

### SHEET DESCRIPTION **COVER SHEET**

**EXISTING CONDITIONS** 

**DEMOLITION & PLANTING PLAN** 

PLANT NOTES, DETAILS & SCHEDULE

# CONTACTS:

City of Dunwoody Jerry Oberholtzer, PE 4800 Ashford Dunwoody Rd. NE Dunwoody, GA 30338 678-382-6812

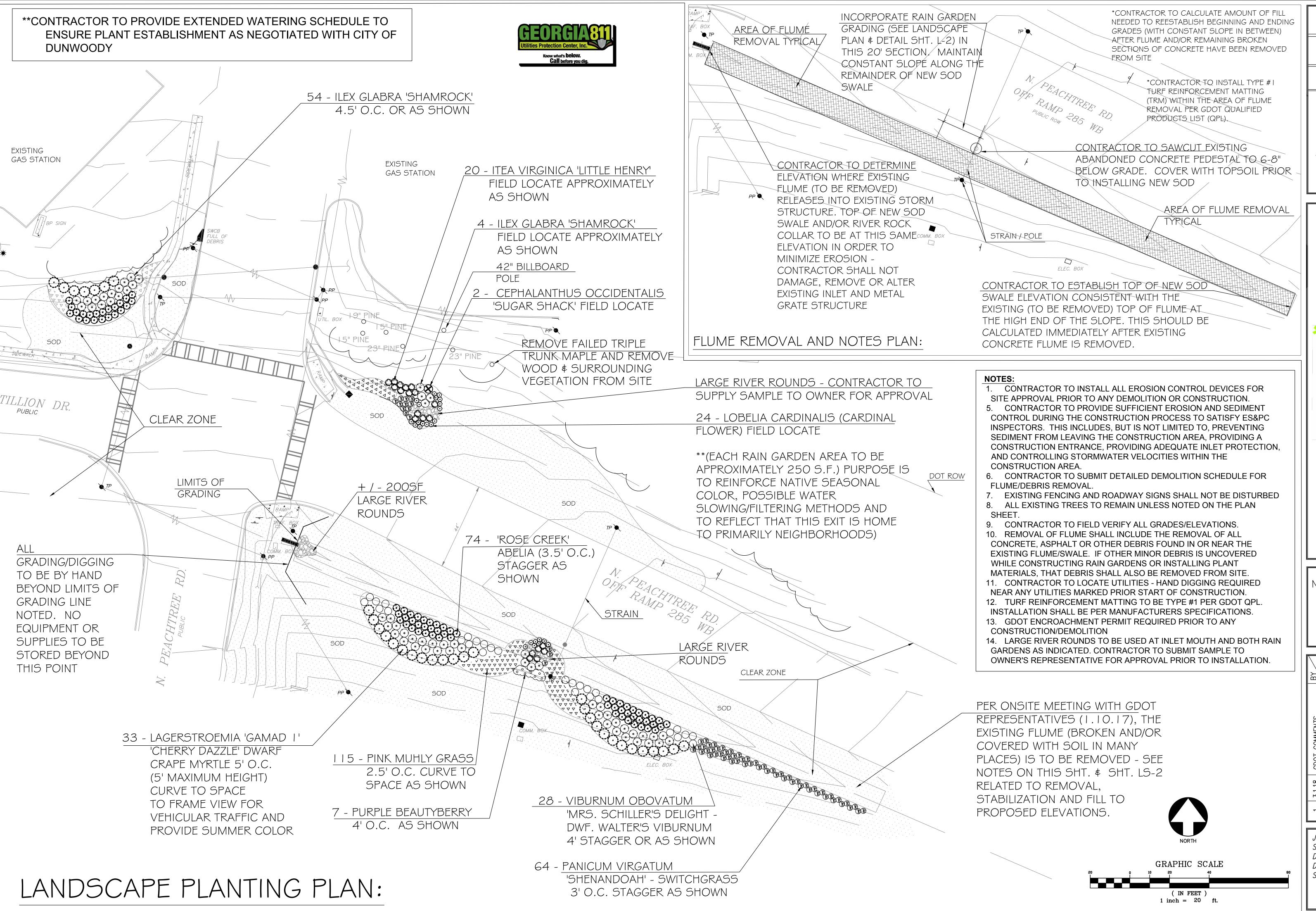
Landscape Architect TJ Schell, LLC Teresa Eldredge, RLA, ISA

2985 Gordy Parkway, Ste. 422 Marietta, GA 30066 770-361-2319

Land Surveyor Planners & Engineers 350 Research Court Peachtree Corners, GA 30092 770-451-2741







3 of 4

TJ Schell

2985 Gordy Parkway Suite 422 Marietta, Georgia 3006 Phone: (770) 361-2319

LANDSCAPE ARCHITECTS CERTIFIED ARBORISTS



- GDOT OFF RAMP

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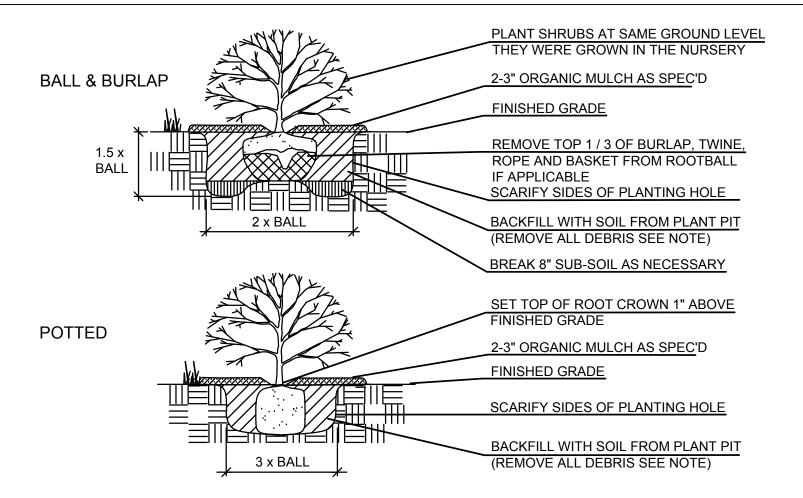
N. PEACHTREE ROAD OFF RAMP LANDSCAPE PLAN

JOB NO: SCALE: 1"= 20'-0" DATE: 12.5.16 DRAWN BY: SHEET No.

Packet page:..

#### LANDSCAPE NOTES AND TREE PROTECTION NOTES

- 1. Tree protection devices must be installed and inspected prior to any clearing, grubbing or grading. Tree protection and replacement shall be enforced according to state of Georgia standards. Any field adjustments to tree protection device types or locations or substitutions of plant materials shown on the approved plans are subject to the review and approval of staff.
- 2. No construction activities are to occur within tree protection areas. Tree protection must remain in functioning condition throughout all phases of development, but is to be removed prior to project completion.
- 3. The site contractor shall contact the appropriate utility companies to have the locations of their underground utilities marked prior to beginning work. The contractor shall coordinate service routing of all gas, telephone, and electrical lines with the appropriate utility company. Caution shall be exercised to avoid interruption of services. The contractor is responsible for repair of all existing utilities damaged during construction. All construction must comply with each utility's standards and specifications and not interfere with tree planting sites or existing trees to be preserved.
- 4. The installation of erosion control devices causes harm to trees. Use silt fence only as needed and locate it as far from tree protection zones as possible
- 5. When digging near trees, the contractor shall prune all exposed roots one(1) inch in diameter and larger on the side of the trench
- adjacent to the trees. Pruning shall consist of making a clean cut flush with the side of the trench to promote new root growth. 6. Pruning of tree limbs to provide clearance for equipment and materials shall be done according to standard arboricultural practice (see
- ANSI A300-latest edition). 7. Protect the trunks of any trees being preserved within the temporary or permanent utility easements with strapped-on planking or similar
- protective device 8. All trees and landscaping shall be installed in a sound workmanlike manner and according to accepted planting procedures with quality materials as provided in literature from the Georgia Forestry Commission or the Georgia Extension Service.
- 9. Trees, shrubs, ground cover, sod, seed, ornamental grasses and any other planted materials: Maintenance shall begin immediately after each plant is planted and shall continue for (3) three months beginning after all plants are accepted by the Owner. Contractor to provide written plan for all protection, water (initial plus minimum 1" per week if not realized through rain events), fertilizing as necessary for the (3) three month maintenance period.
- 10. The quantities shown in the plant schedule are solely for information of the contractor. The contractor shall verify the quantities shown in the plant schedule with the quantities shown on the planting plan. All differences in the quantities shall be brought to the attention of the Landscape Architect for clarification.
- 11. Do not scale from the drawing.
- 12. Final locations of all plant material shall be subject to the approval of the Owner's representative. After flagging plant locations and prior to installation, the Contractor shall notify the Owner's representative for inspection. Site adjustment of planting design and relocation of plant materials installed prior to Owner's representatives approval shall be done without additional cost or penalty to Owner.
- 13. All plant materials shall conform with the latest edition of "American Standards for Nursery Stock" by the American Nursery and Landscape Association. All plant material shall meet or exceed the specifications of the Federal, state and county laws requiring inspection for disease and insect control. Botanical names shall take precedence over common names.
- 14. Label at least one plant of each species with a securely attached water-proof tag bearing legible designation of Botanical and Common name for inspection.
- 15. All planting pits shall be free of rocks, gravel and other debris. All planting pits shall be prepared in accordance with the planting details.
- 16. Plant quality: All plants shall be sound, free of disease or pests and shall have a healthy normal root system.
- 17. No substitution of plant species or variety shall be made without prior written permission from the Landscape Architect.
- 18. Maintenance of plants shall include, but not necessarily be limited to, watering, spraying, mulching, pruning, mowing, fertilizing, etc. or other activities as directed by the Owner's representative.
- 19. Final acceptance shall be granted by the Owner's representative upon completion of the entire project. The Contractor shall promptly make all replacements before, during and at the end of the guarantee period as directed by the Owner's representative.
- 20. All plant material which dies, turns brown, or defoliates both prior to the final acceptance of the work and during the guarantee period shall be promptly removed from the site and replaced with material of the same species, variety, quantity, size and meeting all plant schedule specifications.
- 21. Burlap material on balled and burlapped plants shall be the type which will decay within two years (no synthetics, plastic, nylon, treated or other non-natural types will be allowed). After setting balled and burlapped plants in the planting pit, all binder twine shall be cut and the burlap removed from the top  $\frac{1}{3}$  (one-third) of the rootball.
- 22. All shrub, groundcover, tree ring and perennial bed areas shall be top dressed with a minimum depth of 2-3" of compacted mulch. The mulch shall be free from mold, sticks, cones, weeds and other debris. Compaction of the mulch shall occur naturally over a two week period during which at least one significant rainfall has occurred. Additional mulch shall be placed in order to maintain the minimum depth until date of final acceptance.
- 23. Contractor shall spray trees and shrubs with anti-dessicant prior to transplanting and transporting if foliage is present. All plant material must be protected from wind by tarpaulin during shipment.
- 24. The Owner's representative reserves the right to reject at any time until the end of the guarantee period any and / or all plant material
- that does not meet the specifications as set forth here and in the plant schedule 25. All plant materials shall be Grade A or better and planted as per the plant list, details and comments/notes.
- 26. Fertilizer, Lime, etc. application amounts shall be based on site soil tests submitted by contractor to Owner's representative for approval
- 27. All existing turf and vegetation shall be stripped and removed within the areas designated on the planting plan prior to the installation of any turf and plant material. Care shall be taken when working around or near plants labeled on the plan as existing or to remain. All existing trees that are to remain, if damaged by construction, shall be replaced by the Contractor as directed by the Owner's representative.
- 28. All plant materials (including sod) shall be properly watered immediately after installation. Water shall be applied at a rate that will completely saturate the rootball/roots regardless of weather conditions. If the height of the rootball is 24", then the plant shall be watered to a depth of 24".
- 29. Contractor is to fill the area where the flume was located with clean topsoil. No construction debris, etc. will be acceptable.
- 30. All disturbed areas that will not be sodded shall be seeded unless indicated otherwise on the plans. Contractor is to provide a vigorous stand of turf, free from disease and / or weeds.
- 31. Contractor to provide extended watering schedule for documentation purposes per the negotiated contract



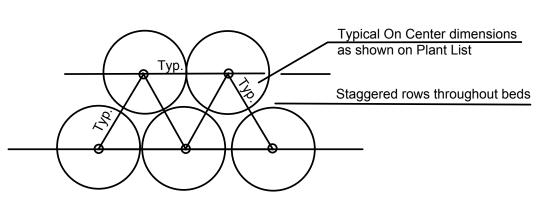
#### **GENERAL NOTES:**

PRUNE ROOTS IF BALL IS ROOTBOUND. REMOVE ALL CONTAINERS AND NON-BIODEGRADEABLE BURLAP.

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#### SHRUB PLANTING DETAIL

#### **PLANT & MATERIALS LIST** Full in pot, healthy, Good Form 'Cherry Dazzle' Dwarf 7 gallon Lagerstroemia 'GAMAD 1' - Cherry Dazzle Crape Myrtle -Inkberry 'Shamrock' llex glabra 5 gal. Full in pot, healthy, Good Form 'Shamrock' Beautyberry Callicarpa americana 3 gal. Full in pot, healthy, Good Form, purple Purple berries 'Mrs. Schiller's Delight 3 gal. Full in pot, healthy, Good Form Viburnum obovatum Dwf. Walters viburnum 'Mrs. Schiller's Delight 'Henry's Garnet' 3 gal. Itea virginica Full in pot, healthy 'Henry's Garnet' Sweetspire 'Sugar Shack' Cephalanthus occidentalis Full in pot, healthy 5 gal. 'Sugar Shack' Buttonbush Cardinal Flower Lobelia cardinalus 1 gal. Full in pot, healthy Switchgrass Panicum virgatum 1 gal. Full in pot, healthy 'Shenandoah' 'Shenandoah' Pink Muhly Grass Muhlenbergia capillaris Full in pot, healthy 1 gal. (i.e. Larger than metal grid openings at inlet location at bottom of slope) Range to be 12" x 8" x 14" Large River Rounds 6 Tons Contractor to confirm quantity Quantities to be confirmed by Contractor during Bermuda Sod Cynodon dactylon 'Tifway 419' or equal 'Tifway 419' contract negotiations - time of planting per GDOT specifications \*All existing areas to be sodded shall be stripped and prepped for sod per detail this sheet. This includes removal of all debris and grading to provide a smooth planting surface. Rain Garden Contractor to provide shop drawings for soil, river rock (see above) and amendments during contract negotiations TRM Specifications per QPL - Contractor to provide specific type and Turf Reinforcement Matting - Type #1 quantities during contract negotiations Remove failed multi-trunk maple (NE corner of intersection) and Tree Removal



SEE PLANTING PLANS AND PLANT LISTS FOR SHRUB, ORNAMENTAL GRASS AND PERENNIAL

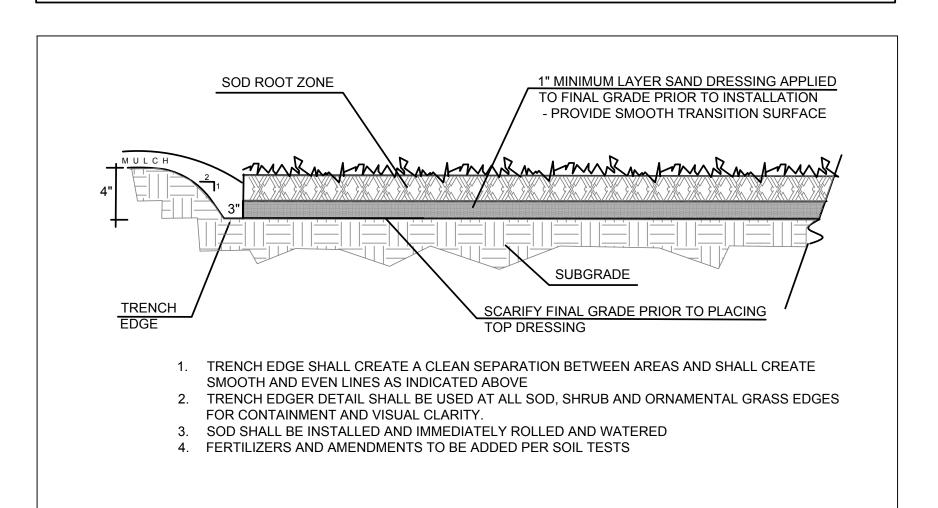
AMEND CLAY SOILS WITH SAND OR ACCEPTED ORGANIC MATTER TO IMPROVE DRAINAGE.

ACHIEVE A PH OF 6.0 TO 6.5. FERTILIZE AND/OR LIME AS DETERMINED BY SOIL TESTS

ROWS SHALL BE STRAIGHT, PARALLEL OR CURVED AS PER INTENT OF DESIGN PERENNIAL AND SHRUB BEDS TO BE DEEPLY SPADED TO A DEPTH OF AT LEAST 8 INCHES.

PROVIDED BY CONTRACTOR.

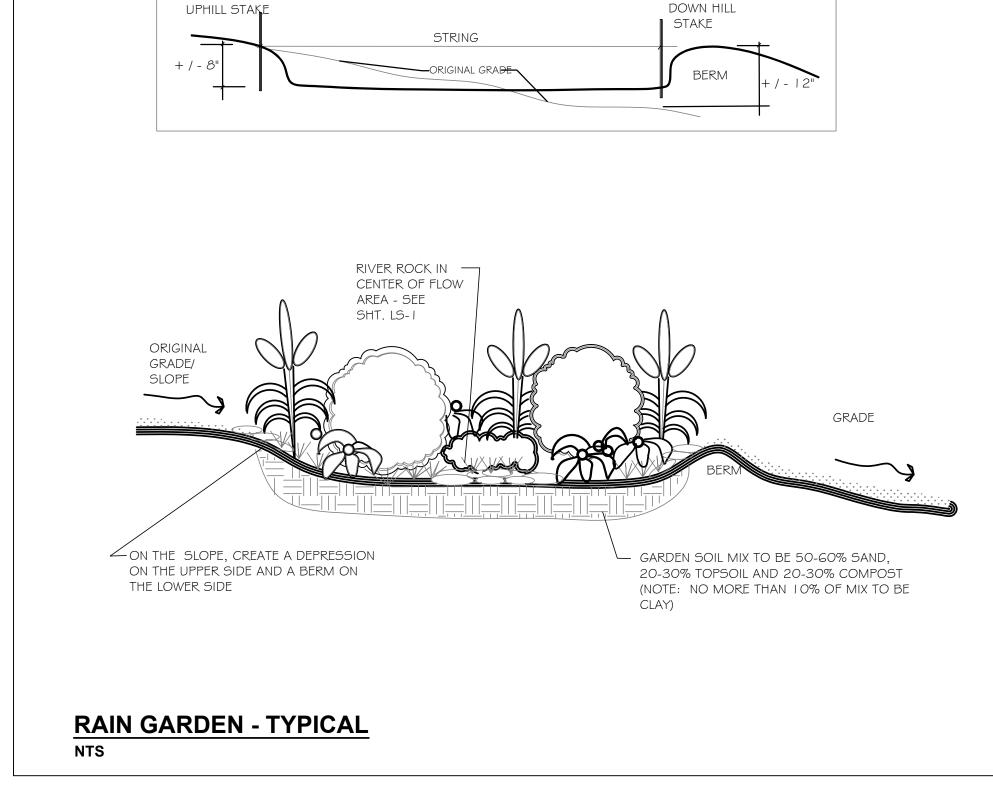
SHRUB, ORNAMENTAL GRASS AND PERENNIAL SPACING



SOD INSTALLATION AND TRENCH EDGE DETAIL

\*\*CONTRACTOR TO PROVIDE EXTENDED WATERING SCHEDULE TO ENSURE PLANT ESTABLISHMENT AS NEGOTIATED WITH CITY OF DUNWOODY

surrounding brush/vegetation





TJ Schell 2985 Gordy Parkway Marietta, Georgia 30066 Phone: (770) 361-2319



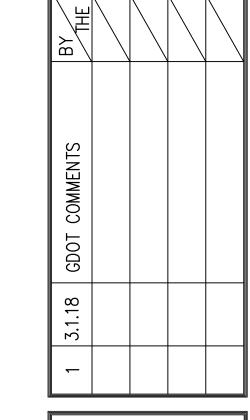
LANDSCAPE ARCHITECTS

CERTIFIED ARBORISTS



P unwoo TEW, HTREE

N. PEACHTREE ROAD OFF RAMP DETAILS \$ NOTES PLAN



JOB NO: SCALE: 1"= 20'-0" DATE: 12.5.16 DRAWN BY: SHEET No. 4 of 4

Approved Permit to Be Added When Signed

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

#### GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee	·· ··
ATTEST:	
Angela Whitworth	
Treasurer	
LICENSEE:	
(Title)	
Sworn to before me this	
day of	, 20
NOTARY PUBLIC	
My commission expires	

#### APPENDIX B

#### **BUDGET & E-VERIFY FORM**

The Budget includes the amount requested for the grant (on the application) for the estimated plant materials and installation costs.

#### **Preliminary Cost Estimate**

Date: November 16, 2015

Project Name – North Peachtree Rd. Westbound off Ramp - REBC - Grant proposal Not for Bid Purposes

VER. QTY.	PLANT MATERIAL	SIZE	UNIT COST	TOTAL
36	'Cherry Dazzle' 'GAMAD I'	3 GAL	\$90.00	\$3,240.00
	Dwarf Crape Myrtle			
59	Inkberry 'Shamrock'	3 GAL	\$75.00	\$4,425.00
33	'Mrs. Schiller's Delight Dwarf Viburnum	2 GAL	\$55.00	\$1,815.00
65	'Rose Creek' Abelia	2 GAL	\$55.00	\$3,575.00
1	'Sugar Shack' Buttonbush	2 GAL	\$65.00	\$65.00
7	American Beautyberry (purple)	2 GAL	\$55.00	\$385.00
21	'Little Henry' Va. Sweetspire	2 GAL	\$65.00	\$1,365.00
121	Switchgrass 'Shenandoah'	1 GAL	\$30.00	\$3,630.00
100	Pink Muhly Grass	1 GAL	\$30.00	\$3,000.00

24	Cardinal Flower	1 GAL	\$30.00	\$720.00
1	Clean flume/add baffles	LS	\$.00	\$10,000.00
3,300	'Tifway 419' Bermuda Sod	SY	\$6.78	\$22,750
1	Soil Bed Prep	LS	\$2,500	\$2,500

**TOTAL ESTIMATED COST** 

\$57,500

City will fund amount in excess of \$50,000.



#### Georgia Landscape Consultants, Inc 2095 E Roxboro Rd, NE Atlanta, GA 30324 jason@georgialandscapeconsultants.com

Estimate 1328

ADDRESS
CITY OF DUNWOODY

SHIP TO

NORTH PEACHTREE ROAD

ENHANCEMENTS

DATE 09/14/2018

TOTAL \$68,485.00

ACTIVITY	QTY	RATE	AMOUNT
REMOVE CONCRETE FLUME AS PER PLANS AND ADD SOIL TO BRING TO GRADE	1	5,500.00	5,500.00
FINAL GRADE OF SITE FOR ESTABLISHMENT OF NEW SOD AND PLANT MATERIAL	1	2,500.00	2,500.00
#7 CHERRY DAZZLE CRAPE MYRTLE	33	200.00	6,600.00
#5 INKBERRY	58	65.00	3,770.00
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#3 GARNETT SWEETSPIRE	20	38.00	760.00
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#1 SHENENDOAH SWITCHGRASS	68	20.00	1,360.00
#1 PINK MULHY	115	20.00	2,300.00
#3 ROSE CREEK ABELIA	74	38.00	2,812.00
6 TONS RIVER ROCK HAND PLACED	6	500.00	3,000.00
250 SQ FT RAIN GARDEN	2	2,000.00	4,000.00
TREE REMOVAL AS PER PLAN	1	2,000.00	2,000.00
EROSION CONTROL FOR DISTURBED	1,120	3.00	3,360.00
BERMUDA SOD	20,000	0.95	19,000.00
TRUCKS/DUMPSTERS/DEPRIS REMOVAL	6	600.00	3,600.00
MULCH IN BEDS	45	95.00	4,275.00
TREE PROTECTION	121	3.00	363.00
SOIL AMMENDMENTS (only around plant instead of mass graded in)	1	400.00	400.00
TRAFFIC CONTROL (N/A)	0	0.00	0.00
TURF RE-ENFORCEMENT MATTING (using ADS polypropylene matting instead of ADS GEOCELL originally quoted)	1	1,000.00	1,000.00
HAND WATERING (ONLY AS NEEDED OR REQUESTED: \$800 PER TRIP)			

All prices from provided plans are based off plan and plant lists provided on plan. GLC is not responsible for accuracy of plans or plants list which remain the sole responsibility of the landscape architect. No warranty without new functioning irrigation system installation.

3,485.00
4 4 4

THANK YOU.

Accepted By Accepted Date

#### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name:	City of	Dunwoody	
Letting:	NAJ	J	
Call No:	REBC Growt.	Dunwoody - I285 at N. Ptree	Frit Ramo
		W. 1104	Exil 1801
O.C.G.A. § 13-10-91, stating with the Georgia Department participating in the federal with the applicable provisions	g affirmatively that the of Transportation has work authorization pros and deadlines establi- son or entity further hout the contract periosuch contract only w	s registered with, is authorize ogram commonly known as I shed in O.C.G.A. § 13-10-91. agrees that it will continue od, and it will contract for the vith subcontractors who pre-	tion which is contracting d to participate in, and is E-Verify,* in accordance to use the federal work physical performance of
The undersigned per provide a copy of each such business days after any subco	n verification to the		
224297 E Verify TM Company Identificat		6/23/09	
E Verify TM Company Identificat	ion Number	Date of Authorization	
	*	***************************************	<u>.                                    </u>
BY: Authorized Officer or Agent (Name of Person or Entity)	t	Date	
(Traine of Coson of Energy)			
Title of Authorized Officer or Ag	gent		
	•		
Printed Name of Authorized Offi	icer or Agent		
SUBSCRIBED AND SWORN			
BEFORE ME ON THIS THE			
DAY OF	, 201_		
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Notary Public		[NOTART SEAL]	
My Commission Expires:			
* or any subsequent replacement op		Department of Herritary Communication	on any amplication for the second of the
or any aupacquent replacement of	referen by the Officea State	s Department of Homeland Security	or any equivalent rederal Work

authorization program operated by the United States Department of Homeland Security to verify Information of newly hired employees,

pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Revised 12/12/12



4800 Ashford Dunwoody Road Dunwoody, Georgia 30338 dunwoodyga.gov | 678.382.6700

#### **MEMORANDUM**

**To:** Mayor and City Council

**From:** Michael Smith, Public Works Director

Date: October 8, 2018

Subject: Approval of a Contract with Georgia Landscape Consultants for

Landscape Installation on the North Peachtree Road Off Ramp (Michael

Smith)

#### **BACKGROUND**

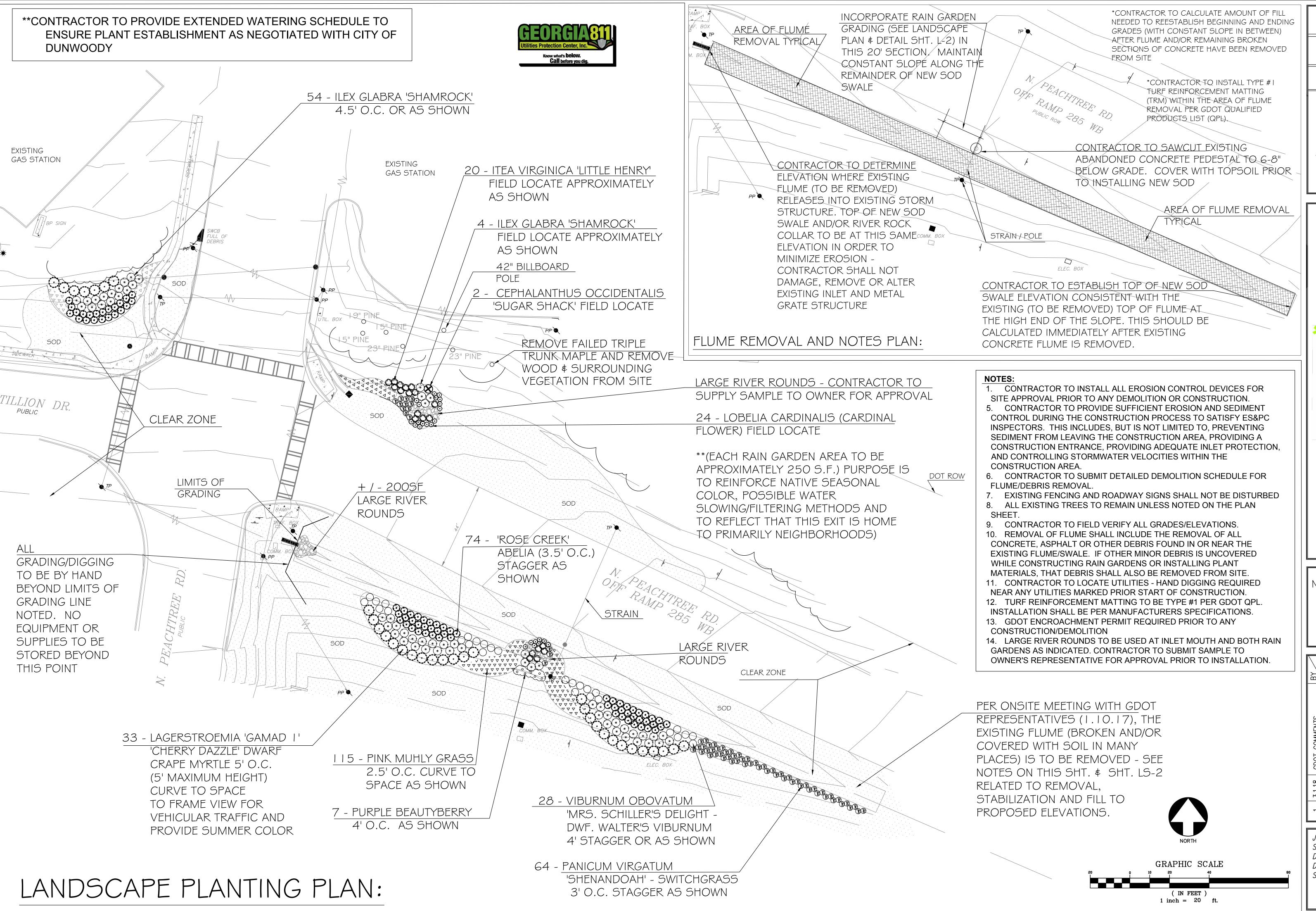
The city has secured \$50,000 from the Georgia Department of Transportation's (GDOT) Roadside Beautification and Enhancement Program to enhance the landscaping at the I-285 off-ramp to North Peachtree Road. The attached landscape design was developed by the city and approved by GDOT. Based on an initial contractor quote of \$58,000 to install the landscaping, the city issued an invitation to bid and received three bids ranging from \$91,000 to \$109,000. Because the bids were well above the original quote, the city requested a best and final offer from each of the bidders. The bid results were as follows:

Bidder	Original Bid	Best and Final Bid
Ed Castro Landscape, Inc.	\$97,890	Withdrew Bid
Georgia Landscape Consultants, Inc.	\$108,679.50	\$68,455
Tri Scapes, Inc.	\$90,745.58	\$90,745.58

The final bid of \$68,455 by Georgia Landscape Consultants, Inc. is comparable to pre-bid estimates and is within the city's budgeted amount for the project. The total installation cost including contingency and management fees is estimated to be up to \$78,000. GDOT will reimburse up to the \$50,000 grant amount and the city will be responsible for the balance not to exceed \$28,000. The city's share of the cost will be within the available funding pending a proposed budget amendment to be voted on this month.

#### RECOMMENDED ACTION

Staff recommends approval of a contract with Georgia Landscape Consultants, Inc. for an amount not to exceed \$75,000 including a 10% contingency.



3 of 4

TJ Schell

2985 Gordy Parkway Suite 422 Marietta, Georgia 3006 Phone: (770) 361-2319

LANDSCAPE ARCHITECTS CERTIFIED ARBORISTS



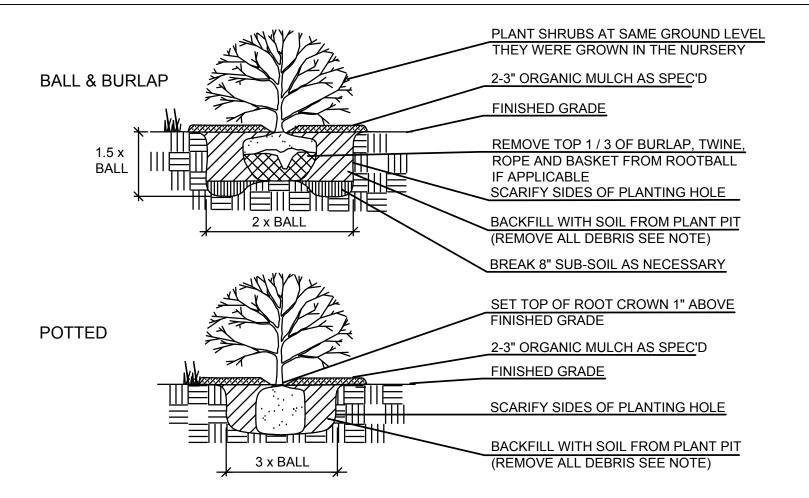
- GDOT OFF RAMP ody

N. PEACHTREE ROAD OFF RAMP LANDSCAPE PLAN

JOB NO: SCALE: 1"= 20'-0" DATE: 12.5.16 DRAWN BY: SHEET No.

#### LANDSCAPE NOTES AND TREE PROTECTION NOTES

- 1. Tree protection devices must be installed and inspected prior to any clearing, grubbing or grading. Tree protection and replacement shall be enforced according to state of Georgia standards. Any field adjustments to tree protection device types or locations or substitutions of plant materials shown on the approved plans are subject to the review and approval of staff.
- 2. No construction activities are to occur within tree protection areas. Tree protection must remain in functioning condition throughout all phases of development, but is to be removed prior to project completion.
- 3. The site contractor shall contact the appropriate utility companies to have the locations of their underground utilities marked prior to beginning work. The contractor shall coordinate service routing of all gas, telephone, and electrical lines with the appropriate utility company. Caution shall be exercised to avoid interruption of services. The contractor is responsible for repair of all existing utilities damaged during construction. All construction must comply with each utility's standards and specifications and not interfere with tree planting sites or existing trees to be preserved.
- 4. The installation of erosion control devices causes harm to trees. Use silt fence only as needed and locate it as far from tree protection zones as possible
- 5. When digging near trees, the contractor shall prune all exposed roots one(1) inch in diameter and larger on the side of the trench
- adjacent to the trees. Pruning shall consist of making a clean cut flush with the side of the trench to promote new root growth. 6. Pruning of tree limbs to provide clearance for equipment and materials shall be done according to standard arboricultural practice (see
- ANSI A300-latest edition). 7. Protect the trunks of any trees being preserved within the temporary or permanent utility easements with strapped-on planking or similar
- protective device 8. All trees and landscaping shall be installed in a sound workmanlike manner and according to accepted planting procedures with quality
- materials as provided in literature from the Georgia Forestry Commission or the Georgia Extension Service. 9. Trees, shrubs, ground cover, sod, seed, ornamental grasses and any other planted materials: Maintenance shall begin immediately after each plant is planted and shall continue for (3) three months beginning after all plants are accepted by the Owner. Contractor to provide written plan for all protection, water (initial plus minimum 1" per week if not realized through rain events), fertilizing as necessary for the (3) three month maintenance period.
- 10. The quantities shown in the plant schedule are solely for information of the contractor. The contractor shall verify the quantities shown in the plant schedule with the quantities shown on the planting plan. All differences in the quantities shall be brought to the attention of the Landscape Architect for clarification.
- 11. Do not scale from the drawing.
- 12. Final locations of all plant material shall be subject to the approval of the Owner's representative. After flagging plant locations and prior to installation, the Contractor shall notify the Owner's representative for inspection. Site adjustment of planting design and relocation of plant materials installed prior to Owner's representatives approval shall be done without additional cost or penalty to Owner.
- 13. All plant materials shall conform with the latest edition of "American Standards for Nursery Stock" by the American Nursery and Landscape Association. All plant material shall meet or exceed the specifications of the Federal, state and county laws requiring inspection for disease and insect control. Botanical names shall take precedence over common names.
- 14. Label at least one plant of each species with a securely attached water-proof tag bearing legible designation of Botanical and Common name for inspection.
- 15. All planting pits shall be free of rocks, gravel and other debris. All planting pits shall be prepared in accordance with the planting details.
- 16. Plant quality: All plants shall be sound, free of disease or pests and shall have a healthy normal root system.
- 17. No substitution of plant species or variety shall be made without prior written permission from the Landscape Architect.
- 18. Maintenance of plants shall include, but not necessarily be limited to, watering, spraying, mulching, pruning, mowing, fertilizing, etc. or other activities as directed by the Owner's representative.
- 19. Final acceptance shall be granted by the Owner's representative upon completion of the entire project. The Contractor shall promptly make all replacements before, during and at the end of the guarantee period as directed by the Owner's representative.
- 20. All plant material which dies, turns brown, or defoliates both prior to the final acceptance of the work and during the guarantee period shall be promptly removed from the site and replaced with material of the same species, variety, quantity, size and meeting all plant schedule specifications.
- 21. Burlap material on balled and burlapped plants shall be the type which will decay within two years (no synthetics, plastic, nylon, treated or other non-natural types will be allowed). After setting balled and burlapped plants in the planting pit, all binder twine shall be cut and the burlap removed from the top  $\frac{1}{3}$  (one-third) of the rootball.
- 22. All shrub, groundcover, tree ring and perennial bed areas shall be top dressed with a minimum depth of 2-3" of compacted mulch. The mulch shall be free from mold, sticks, cones, weeds and other debris. Compaction of the mulch shall occur naturally over a two week period during which at least one significant rainfall has occurred. Additional mulch shall be placed in order to maintain the minimum depth until date of final acceptance.
- 23. Contractor shall spray trees and shrubs with anti-dessicant prior to transplanting and transporting if foliage is present. All plant material must be protected from wind by tarpaulin during shipment.
- 24. The Owner's representative reserves the right to reject at any time until the end of the guarantee period any and / or all plant material
- that does not meet the specifications as set forth here and in the plant schedule 25. All plant materials shall be Grade A or better and planted as per the plant list, details and comments/notes.
- 26. Fertilizer, Lime, etc. application amounts shall be based on site soil tests submitted by contractor to Owner's representative for approval
- 27. All existing turf and vegetation shall be stripped and removed within the areas designated on the planting plan prior to the installation of any turf and plant material. Care shall be taken when working around or near plants labeled on the plan as existing or to remain. All existing trees that are to remain, if damaged by construction, shall be replaced by the Contractor as directed by the Owner's representative.
- 28. All plant materials (including sod) shall be properly watered immediately after installation. Water shall be applied at a rate that will completely saturate the rootball/roots regardless of weather conditions. If the height of the rootball is 24", then the plant shall be watered to a depth of 24".
- 29. Contractor is to fill the area where the flume was located with clean topsoil. No construction debris, etc. will be acceptable.
- 30. All disturbed areas that will not be sodded shall be seeded unless indicated otherwise on the plans. Contractor is to provide a vigorous stand of turf, free from disease and / or weeds.
- 31. Contractor to provide extended watering schedule for documentation purposes per the negotiated contract



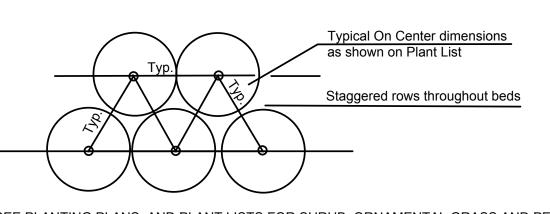
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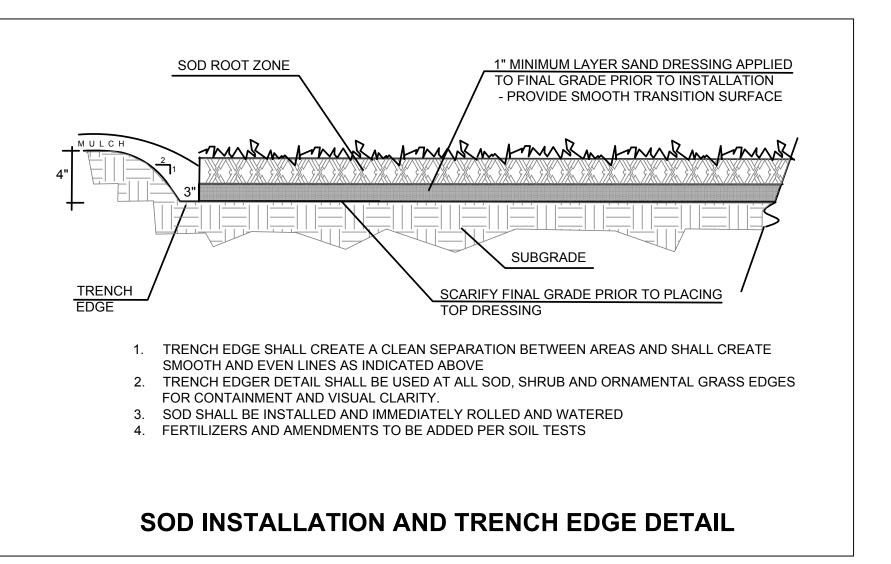
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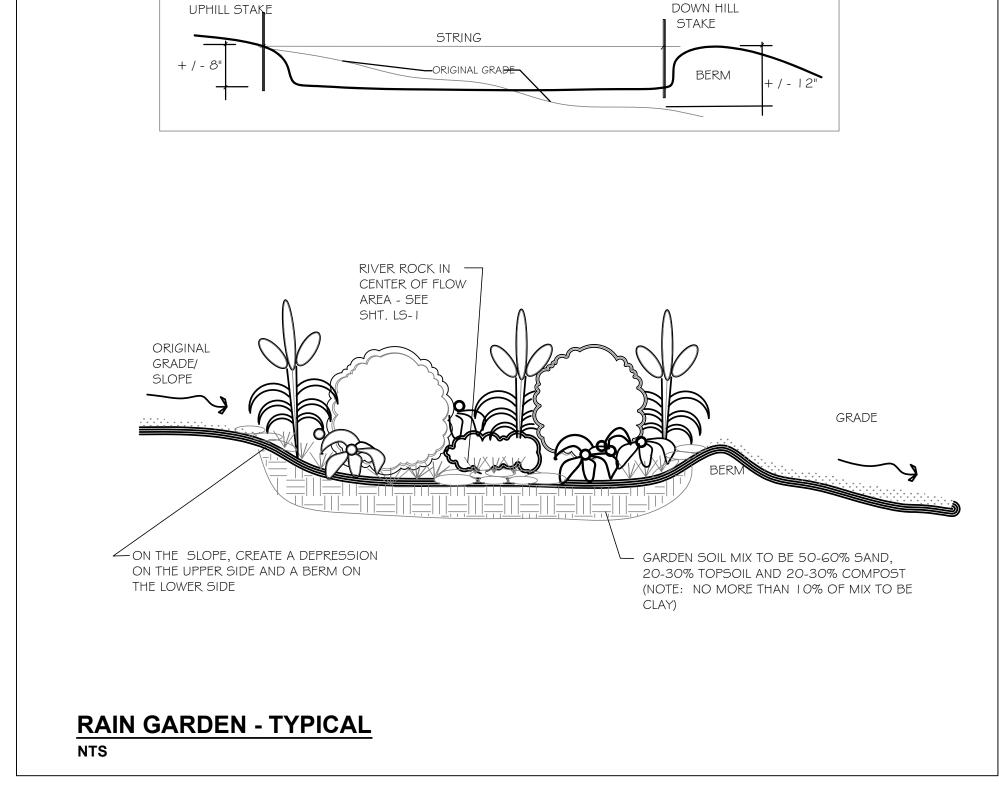
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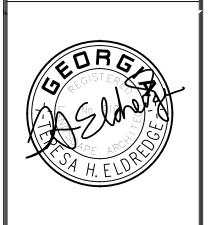
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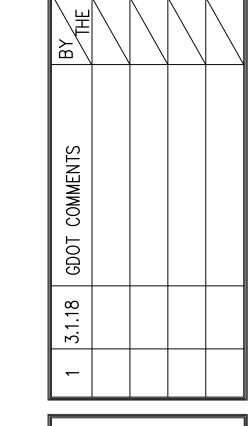
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Georgia Landscape Consultants, Inc 2095 E Roxboro Rd, NE Atlanta, GA 30324 jason@georgialandscapeconsultants.com Estimate 1328

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CITY OF DUNWOODY

SHIP TO NORTH PEACHTREE ROAD

**ENHANCEMENTS** 

DATE 09/14/2018

TOTAL \$68,485.00

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φοσ,403.00

THANK YOU.

Accepted By Accepted Date