



City of Dallas, Georgia

129 E. Memorial Drive, Dallas, GA 30132

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WARRANTY BOND DEVELOPMENT IMPROVEMENTS (Park at Ansleigh Farms Phase I – Sewer Only)

Warranty Bond No. 2023-05

KNOW ALL MEN BY THESE PRESENTS: That on this 6th day of JUNE, 20 23, we George Tomas Homes, LLC of Gwinnett county, State of Georgia as Principal, are held and bound unto the City of Dallas, Georgia in the sum of \$64,063.54 (Sixty Four Thousand Sixty-Three Dollars and Fifty-Four Cents) lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligations is such that,

WHEREAS, a warranty surety shall be a cash deposit and shall be equal to 15% of the actual construction and installation cost and shall be held by the City of Dallas for a minimum period of twenty-four (24) months. The 24-month time period shall begin after the initial acceptance of the construction and/or installation by the City of Dallas or its agent.

WHEREAS, cash deposits shall be payable upon default to the City of Dallas, Georgia and provide that the subdivider, his heirs, successors, and/or assignors and their agents or servants will comply with all applicable terms, conditions, provisions, and requirements of these regulations and any other applicable requirements; will faithfully perform and complete work constructing and installing the facilities and/or improvements in accordance with these regulations and any other applicable requirements; and the subdivider shall be responsible to the City for any unnecessary expense incurred through the failure of the subdivider, his heirs or successors, and assignors, or their agents or servants to complete work of the construction and installation in an acceptable manner and from any damages growing out of negligence in performing or failing to perform the construction installation.

WHEREAS, the cash deposit paid as required by these regulations shall be released or returned as the case may be, at such time as the facilities guaranteed hereby have been installed and maintained for minimum of twenty-four (24) months, and accepted by the City of Dallas. The developer(s) shall be required to compensate the City of Dallas for the cost of performing a final acceptance and public dedication inspection of the above infrastructure improvements. The compensation shall be based on a fee of Fifty Dollars (\$50.00) per lot with a minimum fee of Two Thousand Five Hundred Dollars (\$2,500.00) and must be paid prior to the final acceptance and dedication inspection. The City of Dallas shall have the right to use its own employees or to hire a certified engineering firm to perform the final acceptance and dedication inspection (Ord. 04-08, effective August 1, 2004). Acceptance by the City shall be by resolution of the Mayor and Council of the City of Dallas and shall accurately identify the specific improvements covered. Utilities, streets, and/or other facilities shall not be accepted until they conform to the City's specifications and standards.

WHEREAS, in the event that construction, installation and/or maintenance of any improvements or facilities for which a required cash deposit is deposited are not completed within the time stipulated; or is installed but not properly maintained or repaired under warranty; or if the construction or installation is not in accordance with applicable standards, the City may proceed to construct, maintain and/or repair the improvements or facilities using the cash deposited to pay for such work. Such work may be done under contract or with City employees, whichever is appropriate to the case. In the event that any portion of a required cash deposit is not depleted or used, by the City then any excess shall be rebated to the person or corporation making the cash deposit.

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, the principal has submitted a statement enumerating the cost of construction and installation of all required improvements for a total of \$427,090.24 (Four Hundred Twenty-Seven Thousand Ninety Dollars and Twenty-Four Cents), a copy of such is attached hereto and marked as "EXHIBIT A" and made a part hereof by reference. The Principal shall be liable in payment to the City of Dallas of a sum not to exceed \$64,063.54 (Sixty Four Thousand Sixty-Three Dollars and Fifty-Four Cents), which is calculated as 15% of the costs of construction and installation of the required improvements for the Park at Ansleigh Farms Development. If the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the cash bond value is to be used to cover the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Dallas. The cash bond shall remain in full force and effect until the required improvements have been accepted by the City by resolution of the Mayor and Council of the City of Dallas, Georgia.

SO AGREED this 6th day of JUNE, 20 23

Name of Corporation: George Tomas Homes, LLC, a Georgia Corporation
Printed or Typed Name

By: Erin Schnelker
Signature

ERIN SCHNELKER
Typed or Printed Name

Attest: Anthony H. Knudson
Signature of Witness

Anthony H. Knudson
Typed or Printed Name

Title: VICE PRESIDENT
(President or Vice President)

Title: Corporate Secretary
(Corporate Secretary or Corporate Secretary Assistant)

(CORPORATE SEAL)

DALLAS, GEORGIA

Attest: Gina Clark
City Clerk

By: HA
City Manager

(CITY SEAL)

Attachments:

Exhibit A: Principal's Contractor Cost Quote for Required Improvements.

"EXHIBIT A"

C & L QUOTE/PAYABLES
PARK AT ANSLEIGH FARMS
SEWER

PHASE 2 - 24 LOTS			QUOTE		INVOICE 6/25/21		INVOICE 7/23/21		INVOICE 8/25/21		INVOICE 9/23/21	
48 MH BASE	4	EA	440.95	1763.8	2	EA	440.95	881.9	0	EA	440.95	0
48 MH RISER	36	VF	180.95	6514.2	16	VF	180.95	2895.2	0	VF	180.95	0
MH COATING	36	VF	26.05	937.8	16	VF	26.05	416.8	0	VF	26.05	0
TESTING	4	EA	460.5	1842	0	EA	460.5	0	0	EA	460.5	1842
BOOTS	10	EA	124.9	1249	5	EA	124.9	624.5	0	EA	124.9	0
8" SDR 26 PVC												
0-10'	360	LF	28.61	10299.6	41.5	LF	28.61	1187.315	70	LF	28.61	0
10-12'	61	LF	30.98	1889.78	61	LF	30.98	1889.78	0	LF	30.98	0
12-14'	0	LF	33.36	0	0	LF	33.36	0	0	LF	33.36	0
14-16'	0	LF	35.73	0	0	LF	35.73	0	0	LF	35.73	0
8" CSI DIP												
0-10'	162	LF	45.36	7348.32	93	LF	45.36	4218.48	0	LF	45.36	0
10-12'	162	LF	47.74	7733.88	79	LF	47.74	3771.46	0	LF	47.74	0
12-14'	86	LF	50.11	4309.46	86	LF	50.11	4309.46	0	LF	50.11	0
14-16'	86	LF	52.49	4514.14	86	LF	52.49	4514.14	0	LF	52.49	0
16-18'	0	LF	57.24	0	0	LF	57.24	0	0	LF	57.24	0
19-20'	0	LF	70.12	0	0	LF	70.12	0	0	LF	70.12	0
20-22'	0	LF	79.62	0	0	LF	79.62	0	0	LF	79.62	0
22-24'	0	LF	89.7	0	0	LF	89.7	0	0	LF	89.7	0
24-28'	0	LF	99.7	0	0	LF	99.7	0	0	LF	99.7	0
TESTING	917	LF	2.81	2576.77	0	LF	2.81	0	0	LF	2.81	2576.77
TIE EXIST MH	3	EA	2035	6105	0	EA	2035	0	0	EA	2035	6105
8X6 DI TEE	7	EA	555.24	3886.68	6	EA	555.24	3331.44	0	EA	555.24	0
8X6 PVC TEE	5	EA	119.55	597.75	0	EA	119.55	0	0	EA	119.55	0
6" SDR26PVC	560	LF	22.07	12359.2	216	LF	22.07	4767.12	0	LF	22.07	0
2" MARKER PIPE	400	LF	4.64	1856	160	LF	4.64	742.4	0	LF	4.64	0
6" PVC PLUG	20	EA	26.42	528.4	8	EA	26.42	211.36	0	EA	26.42	0
INVERTS	7	EA	507.5	3552.5	0	EA	507.5	0	0	EA	507.5	3552.5
RING/COVER	4	EA	441	1764	2	EA	441	882	0	EA	441	0
TOP ADJUST	4	EA	260.5	1042	4	EA	260.5	1042	0	EA	260.5	0
BED STONE	260	TN	45.96	11949.6	108.5	TN	45.96	4986.66	0	TN	45.96	0
TOTAL			94619.88		TOTAL		40672.02		TOTAL		34611.8	

TOTAL COST PHASE 2 91367.78

C & L QUOTE/PINAKES
PARK AT AUSLEIGH FARMS
SEWER

PHASE 1 - 46 LOTS

PIERCE 1 - 46 LOTS		QUOTE		INVOICE 5/26/21		INVOICE 6/25/21		INVOICE 7/23/21		INVOICE 8/25/21		INVOICE 9/23/21		INVOICE 10/25/21 (incl credit memo)									
48 MH BASE	20	EA	440.95	8819	9	EA	440.95	3968.55	4	EA	440.95	0	0	EA	440.95	881.9							
48 MH RISER	230	VF	180.95	41618.5	132	VF	180.95	23885.4	42.5	VF	180.95	0	0	VF	180.95	2714.25							
MH COATING	230	VF	28.05	5991.5	132	VF	26.05	3438.6	42.5	VF	26.05	1055.025	0	15	VF	28.05	390.75						
TESTING	20	EA	450.5	9010	9	EA	450.5	4144.5	0	EA	450.5	0	9	EA	450.5	91							
ROOTS	59	EA	124.9	7369.1	26	EA	124.9	3247.4	11	EA	124.9	1523.7	4	EA	124.9	624.5							
8" SDR 26 PVC																							
0-10'	910	LF	28.61	26015.1	612	LF	28.61	18081.52	278	LF	28.61	18081.52	0	LF	28.61	0	-632	LF	28.61	-18081.52			
10-14'	434	LF	30.98	13445.32		LF	30.98	0	379	LF	30.98	1703.9	0	55	LF	30.98	0		LF	30.98	0		
12-14'	122	LF	33.36	4069.92	36.5	LF	33.36	1217.64	85.5	LF	33.36	0		LF	33.36	0		LF	33.36	0			
14-16'	19	LF	35.73	678.87		LF	35.73	0		LF	35.73	0	19	LF	35.73	678.87		LF	35.73	0			
8" CS1 DIP																							
0-10'	673	LF	45.36	30527.28	70	LF	45.36	3175.2	302	LF	45.36	13598.72	302	LF	45.36	13598.72		LF	45.36	-3220.59			
10-14'	355	LF	47.74	16947.7	419	LF	47.74	5681.06	119	LF	47.74	3914.58	87	LF	47.74	0	-47	LF	47.74	-2343.78			
12-14'	274	LF	50.11	13730.14	171	LF	50.11	8568.81	171	LF	50.11	0		LF	50.11	0	68	LF	50.11	-3407.48			
14-16'	305	LF	52.49	16009.45	223	LF	52.49	11705.27	223	LF	52.49	0		LF	52.49	0	-141	LF	52.49	-7401.09			
16-18'	92	LF	57.24	5266.08	92	LF	57.24	5266.08	92	LF	57.24	0		LF	57.24	0	-92	LF	57.24	-5266.08			
19-20'	42	LF	70.12	2945.04	42	LF	70.12	2945.04	42	LF	70.12	0		LF	70.12	0	-42	LF	70.12	-2945.04			
20-22'	13	LF	79.62	1035.06	13	LF	79.62	1035.06	13	LF	79.62	0		LF	79.62	0	-13	LF	79.62	-1035.06			
22-24'	13	LF	89.7	1166.1	13	LF	89.7	1166.1	13	LF	89.7	0		LF	89.7	0	-13	LF	89.7	-1166.1			
24-28'	14	LF	99.7	1395.8	14	LF	99.7	1395.8	14	LF	99.7	0		LF	99.7	0	-14	LF	99.7	-1395.8			
CORE EX MH																							
8X6 DI TEE	1	EA	7535	7535	1	EA	7535	7535	1	EA	7535	0		EA	7535	0	-1	EA	7535	-7535			
8X6 DI TEE	18	EA	555.24	9994.32		EA	555.24	0	7	EA	555.24	3886.68	7	EA	555.24	1221.518	1	EA	555.24	999.432			
8X6 PVC TEE	22	EA	119.55	2630.1		EA	119.55	0	11	EA	119.55	1315.05	11	EA	119.55	1315.05	0	EA	119.55	-1315.05			
8" SDR26 PVC	1512	LF	22.07	33359.84	56	LF	22.07	1235.92	312	LF	22.07	1235.92	100	LF	22.07	3354.64		LF	22.07	3354.64			
2" MARKER PIPE	1020	LF	4.64	5011.2	100	LF	4.64	464	220	LF	4.64	185.6	152	LF	4.64	706.28	108	LF	4.64	501.12			
6" PVC PLUG	54	EA	26.42	1426.68	5	EA	26.42	132.1	13	EA	26.42	607.66	0	EA	26.42	200.792	5.4	EA	26.42	142.668			
INVERTS	21	EA	507.5	10657.5	10	EA	507.5	5075	4	EA	507.5	0	8.9	EA	507.5	4516.75	2	EA	507.5	1065.75			
RING/COVER	20	EA	441	8820	9	EA	441	3969	4	EA	441	2205	0	EA	441	541	2.1	EA	441	882			
TOP ADJUST	12	EA	260.5	3126	12	EA	260.5	3126	0	EA	260.5	0	0	EA	260.5	0	0	EA	260.5	0			
BED STONE	1020	TN	45.96	46879.2	350	TN	45.96	16086	100	TN	45.96	11490	200	TN	45.96	4596	0	TN	45.96	0			
TOTAL		335709.8			TOTAL		335709.8			TOTAL		335709.8			TOTAL		335709.8			TOTAL		335709.8	

TOTAL COST PHASE 1 314741.4

\$136,545.05 + \$98,881.05 + \$84,067.72 + \$37,282.10 + \$21,486.09 - \$42,534.55 = \$315,727.46

\$335,727.46 + \$91,362.78 = \$427,090.24

\$427,090.24 * 15% = \$64,063.54