

City of Dallas, Georgia

129 E. Memorial Drive, Dallas, GA 30132
Office (770) 443-8110 / Fax (770) 443-8107

WARRANTY BOND DEVELOPMENT IMPROVEMENTS (Creekside Landing Phase II – Sewer Only)

Warranty Bond No. 2023-04

KNOW ALL MEN BY THESE PRESENTS: That on this 12th day of JUNE, 2023, we Piedmont Residential, LLC of Cherokee county, State of Georgia as Principal, are held and bound unto the City of Dallas, Georgia in the sum of \$ \$78,336.87 (Seventy-eight Thousand Three Hundred Thirty-Six Dollars and Eighty-Seven 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 \$746,065.41 (Seven Hundred Forty-Six Thousand Sixty-Five Dollars and Forty-One Cents), a copy of such is attached hereto and marked as "EXHIBIT A" and made a part hereof by reference. The total cost shown in "EXHIBIT A" is for all phases of the development. Phase II represents 70% of the total development (60 lots of 85 total lots); Therefore, the cost of construction and installation is prorated to 70% of costs shown in "EXHIBIT A" for a total of \$522,245.79 (Five Hundred Twenty-Two Thousand Two Hundred Forty-Five Dollars and Seventy-Nine Cents). The Principal shall be liable in payment to the City of Dallas of a sum not to exceed \$78,336.87 (Seventy-Eight Thousand Three Hundred Thirty-Six Dollars and Eighty-Seven Cents), which is calculated as 15% of the costs of construction and installation of the required improvements for Phase II of the Creekside Landing 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 12th day of JUNE, 20 23

Name of Corporation: Piedmont Residential, LLC, a Georgia Corporation
Printed or Typed Name

By: [Signature]
Signature
JO ESPANA JR
Typed or Printed Name

Title: President
(President or Vice President)

Attest: [Signature]
Signature of Witness
Sydney Connaughton
Typed or Printed Name

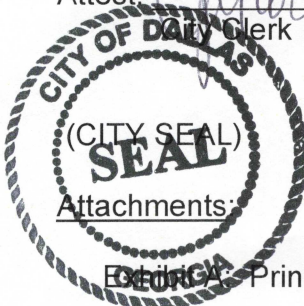
Title: N/A
(Corporate Secretary or Corporate Secretary Assistant)

~~(CORPORATE SEAL)~~ N/A

DALLAS, GEORGIA

Attest: [Signature]
Clerk

By: [Signature]
City Manager



Attachments:

Georgia Principal's Engineer Cost Estimate for Required Improvements.

Exhibit A

Thompson Grading Inc.

1086 Industrial Blvd. North
Dallas, Ga. 30132
770-445-2995

Revised
Revised

July 9, 2021
March 18, 2021
February 22, 2021

Project: Creekside Landing
Bid Plans Dated 11-18-20

DESCRIPTION

GENERAL CONDITIONS

Mobilization
Project Management

CONTRACT
QUANTITY

UNIT

UNIT
PRICE

TOTAL
PRICE

GENERAL CONDITIONS SUBTOTAL

CLEARING & DEMOLITION

Clear/Grub/Grind - Dispose Offsite
Easement Clearing
Saw Cut

CLEARING & DEMOLITION SUBTOTAL

EROSION CONTROL - GRADING ITEMS ONLY - NO MAINTENANCE - See Below

Construction Entrance (Co)

Silt Fence

SD2

Inlet Control

Tree Save Fence

CD - Stone

RD - Rock Dam

FR - Filter Ring for Ponds

EROSION CONTROL SUBTOTAL

EARTHWORK - Adjusted to Balance

TOPSOIL - Strip and Blend Topsoil Onsite (One Move)

CUT - In Place Structural

FILL - Placed & Compacted (Included)

Subgrade Asphalt Paved Areas

Backfill Curb

Slab on Grade

DOT Entrance Grading

Temp Traffic Control

EARTHWORK SUBTOTAL

STORM PIPE

18" RCP

24" RCP

30" RCP

18" CMP

24" CMP

30" CMP

24" Headwall

24" Headwall W/Dissipaters

30" Headwall W/Dissipaters

36" Headwall W/Dissipaters

42" Headwall W/Dissipaters

A2 OCS

B2 OCS

D2 OCS

Rip Rap

#57 Stone

48" Manhole Vertical Footage

60" Manhole Vertical Footage

Grate & Frame

Yard or Weir Or Pedestal /Top

Ring & Cover

Fabric

48" Base

60" Base

Round to Square Adapters

48" Inverts

60" Inverts

Adjust Castings

5' to 4' Adapters

STORM DRAIN SUBTOTAL

Paid By Owner to TEC / Managed by TGI
Paid By Owner to TEC / Managed by TGI
Paid By Owner to TEC / Managed by TGI
Paid By Owner to TEC / Managed by TGI

SEWER					
Tie-in	1	EA	\$ 3,815.00	\$	3,815.00
Dog-House Manhole	2	EA	\$ 3,815.00	\$	7,630.00
Creek Crossing open cut. (dirt only rock additional charge)	2	LF	\$ 8,175.00	\$	16,350.00
8" PVC (0' - 8' Deep)	2,410	LF	\$ 27.23	\$	65,619.96
8" PVC (10' - 12' Deep)	2,406	LF	\$ 29.41	\$	70,756.13
8" PVC (12' - 14' Deep)	124	LF	\$ 31.59	\$	3,916.94
8" PVC (14' - 16' Deep)	156	LF	\$ 33.77	\$	5,267.84
8" DIP Class 350 (0' - 8' Deep)	818	LF	\$ 45.73	\$	37,403.46
8" DIP Class 350 (10' - 12' Deep)	534	LF	\$ 47.91	\$	25,581.54
8" DIP Class 350 (12' - 14' Deep)	133	LF	\$ 50.09	\$	6,661.37
6" PVC	3,050	LF	\$ 24.80	\$	75,632.38
6" PVC Cleanout	114	LF	\$ 986.45	\$	112,455.30
6" DIP Y&45	9	LF	\$ 594.05	\$	5,346.45
Manhole Vertical Footage	391	VF	\$ 288.85	\$	112,940.35
Manhole Bases	38	EA	\$ 272.50	\$	10,355.00
Ring and Covers	40	EA	\$ 708.50	\$	28,340.00
Adjust to Grade	33	EA	\$ 599.50	\$	19,783.50
48" Inverts	42	EA	\$ 599.50	\$	25,179.00
Bedding Stone	1,941	TN	\$ 44.69	\$	86,743.29
Pump Around	1	EA	\$ 4,905.00	\$	4,905.00
Tracer Wire	14,581	EA	\$ 0.38	\$	5,562.65
MH Coating	391	EA	\$ 21.80	\$	8,523.80
"Low-Pressure" Air Testing	6,694	LF	\$ 1.09	\$	7,296.46
Line TV	0	LF	\$ 1.36	\$	-
SEWER SUBTOTAL				\$	746,065.41
WATER					
Cut in 8x6	1		\$	\$	
6" GV	9		\$	\$	
6" Ductile Iron Pipe, CL350	6,460		\$	\$	
8" Gate Valve	1		\$	\$	
Fittings	1		\$	\$	
2" PVC Casing	470		\$	\$	
6" Hydrant Assembly	9		\$	\$	
3/4" Copper	2,300		\$	\$	
1" Copper	2,300		\$	\$	
Single Service:	10		\$	\$	
Double Service:	52		\$	\$	
3/4" Meter	114		\$	\$	
Thrust Blocking	12		\$	\$	
Dead Man Restraints	2		\$	\$	
Pressure Testing	6,460		\$	\$	
WATER SUBTOTAL				\$	
GENERAL CONDITIONS SUBTOTAL				\$	
CLEARING & DEMOLITION SUBTOTAL				\$	
EROSION SUBTOTAL				\$	
EARTHWORK SUBTOTAL				\$	
STORM SUBTOTAL				\$	
SEWER SUBTOTAL				\$	
WATER SUBTOTAL				\$	
PROJECT TOTAL				\$	
Cost Per Lot \$					
Change Order Items					
Approved Plan Changes	1	LS	SEE ATTACHED BREAKDOWN	\$	
Material Increases Storm/Water/Sewer	1	LS	SEE ATTACHED BREAKDOWN	\$	52,185.41
Upgrade to City of Dallas Utility Specs	1	LS	SEE ATTACHED BREAKDOWN	\$	30,618.61
Management Fees	115	EA		\$	
Erosion Maintenance	1	LS	FROM COLD RIVER QUOTE	\$	
Change Order Total				\$	
CONTRACT TOTAL				\$	
ADD/Deduct ALTERNATES					
Sewer Jack & Bore for Creek Crossing	60	LF	Possible arial	\$	
Sewer Pumping Each Additional Month	1	LS	If Required	\$	
TV Sewer Line	1	LF	If Required	\$	
Erosion - Dust Control - ALLOWANCE	1	LS		\$	
GPS Model	1	LS		\$	
Drone Flyover and Data Processing	1	EA		\$	
Subgrade Concrete Sidewalk	34,197	SF		\$	
Backfill Sidewalk	12,343	LF		\$	
ADDITIONAL UNIT RATES					
Rip Rock (PWR) disposed on-site	1	CY		\$	
Mass Rock Blasted - disposed on-site. NO Mats. Min. Apply	1	CY		\$	
Trench Rock Ripped disposed on-site	1	CY		\$	
Trench Shot Rock disposed on-site. NO Mats. Min. Apply	1	CY		\$	
Unsuitable Material disposed on-site	1	CY		\$	
NOTES:					
THIS PROPOSAL IS FOR A BALANCE SITE. ALL EXPORT/IMPORT IS EXCLUDED.					
CONSTRUCTION STAKING, PERMITS, EASEMENTS, ASBUILTS, PAVING, CURBING, SAW CUTTING, RETAINING WALLS, MONITORING, & BONDS ARE EXCLUDED.					
QUANTITIES ARE ESTIMATED. FINAL PAYMENT SHALL BE BASED ON ACTUAL AS-BUILT QTY'S.					
WATER AND SEWER "TAP-ON" FEES ARE NOT INCLUDED.					
BUDGET LINE ITEMS ARE GOOD FOR 30 DAYS ONLY. PRICING ONLY INCLUDES ITEMS THAT ARE SHOWN ON THE PLANS.					
THIS PROPOSAL ASSUMES THAT ONSITE SOILS ARE SUITABLE FOR STRUCTURAL BACKFILL.					
PRICING IS SUBJECT TO CHANGE BASED ON APPROVED PLANS AND SPECIFICATIONS.					
EXPORT MATERIALS AND IMPORT MATERIALS ARE EXCLUDED IN THE BASE BID					
GRAVEL UNDER SIDEWALK AND BIO RETENTION ARE EXCLUDED.					
TRENCH DRAINS, FOUNDATION DRAINS, WATERPROOFING, AND FRENCH DRAINS ARE EXCLUDED					
OUR WORK IS WARRANTED FOR ONE YEAR FROM INSTALLATION FOR MATERIALS AND WORKMANSHIP.					
EARTHWORK BID IS CLASSIFIED AND ESTIMATE IS UNIT PRICED BASED					