

# City of Dallas, Georgia

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

## WARRANTY BOND DEVELOPMENT IMPROVEMENTS (White Park Townhomes – Sewer Only)

Warranty Bond No. 2023-07

KNOW ALL MEN BY THESE PRESENTS: That on this 22<sup>nd</sup> day of JUNE, 2023, we Allen White Development, Inc. of Paulding county, State of Georgia as Principal, are held and bound unto the City of Dallas, Georgia in the sum of \$ \$5,004.75 (Five Thousand Four Dollars and Seventy-Five 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 **\$33,365.60 (Thirty-Three Thousand Three Hundred Sixty-Five Dollars and Sixty 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. The Principal shall be liable in payment to the City of Dallas of a sum not to exceed **\$5,004.75 (Five Thousand Four Dollars and Seventy-Five Cents)**, which is calculated as 15% of the costs of construction and installation of the required improvements for White Park Townhomes 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 22<sup>nd</sup> day of JUNE, 20 23

Name of Corporation: Allen White Development, Inc., a Georgia Corporation  
Printed or Typed Name

By:   
Signature

R. Allen White  
Typed or Printed Name

Title: Pres  
(President or Vice President)

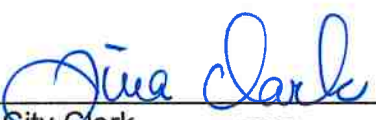
Attest:   
Signature of Witness

Cheri R white  
Typed or Printed Name

Title: Secretary  
(Corporate Secretary or Corporate Secretary Assistant)

(CORPORATE SEAL)

### DALLAS, GEORGIA

Attest:   
City Clerk

By:   
City Manager

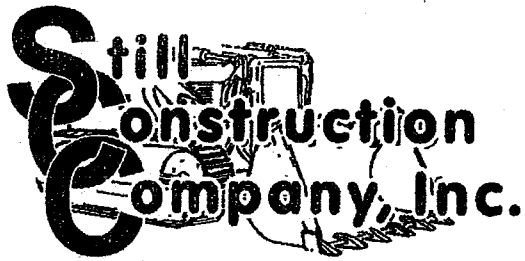
(CITY SEAL)

Attachments:



Exhibit A: Principal's Contractor Invoice for Required Improvements.

# "EXHIBIT A"



April 7, 2023

Mr. Allen White  
Allen White Development  
P.O.Box 2269  
Dallas, GA 30132

Re: White Park Townhomes Sewer  
Invoice 020923-032823-1

## INVOICE

**2-9-23**

Mobilize equipment and receive sewer materials

Mobilize Volvo EC55B	1	ls	@	\$300.00	/ls	\$300.00
Unload materials from two vendors	4	hr	@	\$125.00	/hr	\$500.00

**3-1-23**

Cut asphalt to facilitate sanitary sewer tie-in

Labor (3 men)	6	hr	@	\$50.00	/hr	\$300.00
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**3-2-23**

Mobilize Yanmar SV100 excavator, trench box, and coring machine

	1	ls	@	\$775.00	/ls	\$775.00
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**3-8-23**

Excavate in street beside existing sewer manhole A-1.

Core into manhole; install boot, SDR 26 PVC pipe, and manhole A-2. Backfill and compact street.

Yanmar SV100	8	hr	@	\$150.00	/hr	\$1,200.00
Volvo EC55B	6	hr	@	\$125.00	/hr	\$750.00
Bobcat T-300	3	hr	@	\$110.00	/hr	\$330.00
Trench Roller	3	hr	@	\$75.00	/hr	\$225.00
Labor (2 men)	16	hr	@	\$50.00	/hr	\$800.00
Core existing manhole	1	ls	@	\$525.00	/ls	\$525.00
8" Kor-N-Seal Boot	1	ea	@	\$90.00	/ea	\$90.00
8" SDR 26 PVC Pipe	28	lf	@	\$18.00	/lf	\$504.00
Bedding Stone	4	tn	@	\$40.00	/tn	\$160.00
4' Diameter Manhole (vacuum testable)	4.5	vf	@	\$454.00	/vf	\$2,043.00
Ring and Cover	1	ea	@	\$250.00	/ea	\$250.00

GAB (Approximately 18 tons)

furnished by owner

5530 Macland Road, S.W. / Powder Springs, Georgia 30127-3766 / (770) 943-5059

STILL CONSTRUCTION COMPANY, INC.

Page 2, April 7, 2023

White Park Townhomes

Invoice #020923-032823-1

**3-8-23**

Install SDR 26 PVC Pipe and 1 sewer service

Yanmar SV100	6	hr	@	\$150.00 /hr	\$900.00
Volvo EC55B	6	hr	@	\$125.00 /hr	\$750.00
Bobcat T-300	4	hr	@	\$110.00 /hr	\$440.00
Trench Roller	3	hr	@	\$75.00 /hr	\$225.00
Labor (2 men)	12	hr	@	\$50.00 /hr	\$600.00
8" SDR 26 PVC Pipe	70	lf	@	\$18.00 /lf	\$1,260.00
Bedding Stone	19.39	tn	@	\$40.00 /tn	\$775.60
6" Sewer Service (Materials only)	1	ea	@	\$512.00 /ea	\$512.00

**3-13-23**

Install SDR 26 PVC Pipe and 3 sewer services, and manhole A-3

Yanmar SV100	9	hr	@	\$150.00 /hr	\$1,350.00
Volvo EC55B	8	hr	@	\$125.00 /hr	\$1,000.00
Bobcat T-300	8	hr	@	\$110.00 /hr	\$880.00
Trench Roller	8	hr	@	\$75.00 /hr	\$600.00
Labor (2 men)	24	hr	@	\$50.00 /hr	\$1,200.00
8" SDR 26 PVC Pipe	140	lf	@	\$18.00 /lf	\$2,520.00
Bedding Stone	32.20	tn	@	\$40.00 /tn	\$1,288.00
6" Sewer Service (Materials only)	3	ea	@	\$512.00 /ea	\$1,536.00
4' Diameter Manhole (vacuum testable)	4.5	vf	@	\$454.00 /vf	\$2,043.00
Ring and Cover	1	ea	@	\$250.00 /ea	\$250.00
Inverts and Grouting Manholes	3	ea	@	\$460.00 /ea	\$1,380.00

**3-14-23**

Adjust manhole to grade, install 2 sewer service, backfill and compact

Yanmar SV100	5	hr	@	\$150.00 /hr	\$750.00
Volvo EC55B	5	hr	@	\$125.00 /hr	\$625.00
Bobcat T-300	4	hr	@	\$110.00 /hr	\$440.00
Trench Roller	3	hr	@	\$75.00 /hr	\$225.00
Labor (3 men)	15	hr	@	\$50.00 /hr	\$750.00
6" Sewer Service (Materials only)	2	ea	@	\$512.00 /ea	\$1,024.00
4" Concrete Grade Ring	1	ea	@	\$90.00 /ea	\$90.00

**3-28-23**

Vacuum testing and inspection

1	ls	@	\$1,200.00 /ls	<u>\$1,200.00</u>
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**TOTAL INVOICE**

**\$33,365.60**

Thanks,

