



MAINTENANCE BOND

For _____ Subdivision

Bond # _____

KNOW ALL MEN BY THESE PRESENT, that Subdivider, _____, (hereinafter called the Principal with its main office at _____, as Principal, and _____, (hereinafter called the Surety) a corporation organized and existing under the laws of the State of _____, and authorized to do business in the State of Georgia, as Surety, are hereby held and firmly bound unto the City of Marietta, a political subdivision of the State of Georgia (hereinafter referred to as Obligee), in the just and full sum of _____ dollars (\$ _____) to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into an agreement and is obligated under the terms of the Code of the City of Marietta for the maintenance of roads, waterlines, sewer lines, and storm drainage facilities located in the subdivision known as _____ for a period of 12 months. The obligations of the Principal pursuant to the Code of the City of Marietta are set forth on the attached sheet and made a part of this Bond.

WHEREAS, under the subdivision regulations of the Code of the City of Marietta, the said Principal may furnish a good ? sufficient Maintenance Bond in an amount not less that 10% of the actual construction cost to guarantee the maintenance and performance of the construction and installation improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the agreement and obligations under the Code of the City of Marietta on his part and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure on Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be given by the Obligee to the Surety within a reasonable time not to exceed 10 days from the date the Obligee becomes aware of the default and shall be forwarded by registered mail to the Surety at its office at _____

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this the _____ day of _____, 20____.

Applicable Code Sections for Performance and Maintenance Bonds

City of Marietta, Cobb County, Georgia

728.07. Final plats shall conform substantially to the preliminary plat as approved. If desired by the applicant, the final plat may constitute only a portion of an approved preliminary plat provided that such portion conforms to all requirements of these obligations. At the time the final plat is submitted for approval, the applicant shall provide a maintenance bond or other acceptable performance guarantee for a period of 12 months after the final plat is approved in the amount of 10% of the total cost of the subdivision improvements. The applicant shall be responsible for repairing streets and related subdivision improvements which may be damaged or fail due to improper installation for a period of 12 months from the date of the final plat approval by the Mayor and Council. All required subdivision improvements shall comply with Public Law 101-336, the Americans with Disabilities Act of 1990. Any improvements which do not comply with said Act shall be redone at the applicant's expense and final approval of the plat shall not be given until such work is completed in compliance with the Act. All plans submitted to the City for review shall contain a certificate that said improvements fully comply with the American with Disabilities Act of 1990, Public Law 101-336, as amended and the City will rely upon such certificate in approving preliminary and final plats.

728.08.A.15. A certificate of approval by the Public Works Director upon determination that a maintenance bond or agreement has been posted by the applicant and that the applicant has complied with 1 of the following alternatives:

a)

All utilities and other improvements have been installed in accordance with the requirements of these regulations.

b)

A bond or certified check or other acceptable guarantee has been posted with the City in significant amount to insure completion of improvements.

730.01.G.1 and 2. *Paving Specifications.* Unless otherwise specifically set forth herein, all of the materials, method of construction and workmanship for work covered in reference to street construction shall conform to the latest specifications of the Georgia Department of Transportation.

1.

Residential local streets—The base course shall consist of 5 inches of crushed stone base material thoroughly compacted and brought to grade. The base shall be primed with 0.25 gallon of R.C. 70 bituminous prime material per square yard and the prime shall be cured until it does not pick up under traffic, in no case shall the curing period be less than 24 hours. After the prime is cured, 2 inches of "B" binder shall be applied. A final 1 inch of "F" topping with a tack coat shall be applied to the binder course at the rate of 0.05 gallon

per square yard shall be applied as a wearing course when any of the following occurs:

a)

Ninety percent of the houses on the street are completed.

b)

The maintenance agreement or bond between the developer and the City is within 1 month of expiring.

c)

The Public Works Director approves or orders the final topping course to be applied.

2.

Streets other than local residential streets—One of the following combinations of base course, binder, and topping must be used:

a)

Eight-inch crushed stone base, 2 inches of "B" binder and 1½ inches of "F" topping; or

b)

Six inches crushed stone base, 3½ inches "B" binder and 1½ inches of "F" topping.

c)

Prime and tack shall be placed in the same amount and time frame as for residential local streets outlined above. The final topping coat shall be applied when 1 of the following occurs:

1)

Ninety percent of the lots are developed or 90% of the development is complete where land is not subdivided.

2)

The maintenance agreement or bond between the developer and the city is within 1 month of expiring.

3)

The Public Works Director approves or orders the final topping course to be applied.

SECURITY INFORMATION SHEET

Project: _____

Land Lot(s): _____ **District:** _____

Type of Security: **Maintenance:** _____ **Performance:** _____

Bond: _____ **Letter of Credit:** _____ **Escrow:** _____

Amount of Security: _____

Starting Date: _____ **Expiration Date:** _____

Security Holder: _____

Contact Person: _____

Telephone #: _____

Project Owner: _____

Contact Person: _____

Telephone #: _____

Note: **If performance security, explain below what part of construction is being secured:**