

AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT

Bond# _____
(for Bonding Company Use Only)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called Principal), as Principal and the
(Name of Permit Applicant)

_____, a _____ corporation having its principal
(Name of Surety Company) (State where Surety was Incorporated)

office and place of business in at _____, and local address
(Home Office Address)

at _____, and duly authorized to do business in the state of Georgia
(Street City State Zip Code)

(hereinafter called Surety) as Surety are held firmly bound unto the Augusta, Georgia as Obligee, (thereinafter called the Augusta) in the sum of _____ Dollars (\$ _____) for the payment whereof. Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

Whereas the Permit Applicant has submitted application (s) to the Augusta for (a) certain written permit form (s) which form (s) (is) (are) hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. Said application form(s) (is) (are) dated _____ approximately. The
(month, Year)

purpose of this Bond is to guarantee that the Principal (as listed above) will comply with all stipulations, requirements and specifications of said Permit(s) No. (s) _____
(# to be provided by the AED prior to execution of this bond)

Which permit (s) the Augusta, Georgia, Engineering Department is to approve and issue to _____
(name of Permit Applicant only) upon receipt of this bond. The above permit(s) (is) (are) to authorize certain

construction work as described therein within the right of way of _____
(Name of Road, Highway, Project Name, etc)

In Richmond County at _____.
(Approx. Location)

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said permit (s) and shall also well and truly perform and fulfill all the undertaking, covenants, terms, conditions and agreements of any and all duly authorized modifications of said permit(s) that may hereafter be made, then this obligation shall be void; otherwise, it will remain in full force. Principal must obtain a Written Release from the Augusta before this bond maybe voided or terminated or allowed to lapse.

If the Principal and/or Permit Applicant, if different does any work on the road right-of-way prior to approval and issuance of the above described permit, this bond is hereby extended to cover any removal or corrective action determined necessary by the Augusta. If the permit is never issued and the Principal and/or Applicant if different encroaches onto the County right-of-way the Principal and Surety are also obligated to take whatever action is deemed necessary by the Augusta to correct such unauthorized encroachment.

The Surety's aggregate liability shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of two (2) years following the date upon which the Principal is released from this bond. If this limitation is made void by any law, controlling the construction hereof, such termination shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated this _____ day of _____, 20__

WITNESS:

Name / Signature of Witness

(Name of Principal)

(Address of Principal)

By _____
(Signature of Principal)

(Type Name of Principal)

(Name of Surety)

(Name of Attorney In Fact) (Type or Print) (Area Code) (Phone)

By _____
(Attorney In Fact Signature)

On _____, 20____, personally appeared before me _____ who being duly sworn did depose and say that he/she is the attorney-in-fact of the _____ casualty company of _____, _____, that the seal affixed to the attached bond to the city of _____ is the corporate seal of that corporation and that the bond was signed and sealed on behalf of corporate by authority of its board of director and the _____ acknowledged that he/she executed that instrument as that attorney in-fact and as the free act and deed of the corporation.

Surety Name

Sworn and affirmed before me this

_____ day of _____, 20__

NOTARY PUBLIC
My commission expires: