

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

PERFORMANCE BOND

Bond # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (hereinafter called the Principal), as Principal and the  
Name of Permit Applicant or Agent  
\_\_\_\_\_, a \_\_\_\_\_ corporation having its principal office and place of  
(Name of Surety Company) (State Where Surety was Incorporated)  
business at \_\_\_\_\_ and Local address at  
\_\_\_\_\_  
(Street) (City) (State) and duly authorized to do business in the State of Georgia

(hereinafter called the Surety) as Surety are held firmly bound unto the Georgia Department of Transportation as Obligee, (hereinafter called the Owner) 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 Owner for (a) certain written permit 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 purpose of this Bond is to guarantee that the Principal  
(Month/Year)  
(as listed above) will comply with all stipulations, requirements and specifications of said Permit(s) No(s) \_\_\_\_\_  
(#s To Be Provided by DOT Prior to Execution)  
which permit(s) the Georgia Department of Transportation is to approve and issue to the applicant 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 \_\_\_\_\_  
(State Highway No.)  
in \_\_\_\_\_ County at \_\_\_\_\_  
(County) (Approximate 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 undertakings, 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 shall remain in full force. Principal must obtain a Written Release from Owner before this bond may be voided or terminated or allowed to lapse. If the Principal and/or Permit Applicant, if different does any work on Highway 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 owner. If the permit is never issued and the Principal and/or Permit Applicant, if different, encroaches onto State right-of-way the Principal and Surety are also obliged to take whatever action is deemed necessary by the owner to correct such unauthorized encroachment.

The Surety's aggregate liability hereunder 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 limitation 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 \_\_\_\_\_

WITNESS: \_\_\_\_\_ (Name of Principal)  
\_\_\_\_\_  
Signature of Witness \_\_\_\_\_ (Address of Principal)

\_\_\_\_\_  
Address of Georgia Resident Agent, If applicable  
BY: \_\_\_\_\_ (Signature of Principal)  
Signature of Georgia Resident Agent, If Applicable

Address inquiries to:  
Appropriate DOT District Office  
ATTN: District Traffic Engineer  
\_\_\_\_\_  
(Name of Attorney in Fact) (Type or Print) (Area Code, Phone #)