

Bond No:

**EROSION AND SEDIMENTATION CONTROL AND ROAD IMPROVEMENTS
PERFORMANCE BOND**

This bond is given this ____ day of _____, _____, by _____, (“Principal”) and _____, (“Surety”), to guarantee the performance of the obligations assumed by the Principal, in an approved Erosion and Sedimentation Control Plan and Road Plan entitled _____, _____, submitted to Bibb County pursuant to Section _____ of the Bibb County Code, dated _____, _____. The provisions of said Erosion and Sedimentation Control Plan are incorporated by reference and made a part of this performance bond.

If the Principal promptly performs its obligations under the Erosion and Sedimentation Control Plan and complies with all terms and conditions of said Plan and of the Bibb County Code, then this obligation shall be null and void. Otherwise, this obligation shall remain in force, subject only to the following conditions:

1. Upon failure to perform or comply as noted above, notice shall be given to the Principal of such failure and demand for payment of an amount sufficient to complete the obligations. An affidavit signed by an official of Bibb County that notice of deficiencies and demand for payment was given in the manner provided for in this Agreement shall be sufficient evidence of notice. If the Principal fails to comply with the requirements of the Erosion and Sedimentation Control Plan within 30 days of the date of the notice of default, the Surety shall, within 60 days of the date of notice of default of the Principal, either complete the work required by the Erosion and Sedimentation Control Plan or pay to the County an amount

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representing the cost of the work and an additional amount not to exceed twenty-five percent (25%) of the cost, to cover administrative expenses.

2. Although Surety shall not be liable absent proof of notice to and demand upon the Principal, the County need not institute suit against the Principal as a precondition to seeking recovery from Surety.

3. In the event it should be necessary to institute proceedings to secure or enforce judgment on this bond, an attorney's fee of twenty-five percent (25%) of the amount stated in paragraph 4 shall be included in the amount due upon this bond and judgment shall be entered for that amount.

4. Subject to paragraph 3 above, the liability of Surety shall not exceed _____ Dollars (_____).

5. Any notice required by this Agreement shall be deemed effective if given by registered mail, return receipt requested, to Principal in the name and at the address given below; provided that change of address shall be effective if given in accordance with this paragraph. Any notice to the County shall be given to the Bibb County Engineering Department.

6. This Surety Bond shall be governed by the law of the State of Georgia. Any legal proceedings arising out of this Bond shall be maintained in the Bibb County General District Court or Circuit Court.

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Witness the following signatures and seals:

_____ (SEAL)

Address:

ACKNOWLEDGEMENT OF PRINCIPAL

COMMONWEALTH/STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of

_____, 20____, by _____
_____.

Notary Public

My commission expires _____.

Commission Number: _____

Bond No:

By: _____ (SEAL)

Name: _____

Attorney-in-Fact

ACKNOWLEDGEMENT OF SURETY

COMMONWEALTH/STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of

_____, _____, by _____

Company _____.

Notary Public

My commission expires _____.

Commission Number: N/A _____

Approved as to form:

Approved as to contents:

County Attorney
Assistant County Attorney

Bibb County Engineering Department

Date: _____

Date: _____

NOTE: DOCUMENT EVIDENCING POWER OF ATTORNEY OF AGENT OF SURETY MUST BE ATTACHED.