

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

Permit # \_\_\_\_\_

**COBB COUNTY DEPARTMENT OF TRANSPORTATION  
UTILITY ACCOMMODATION PERFORMANCE BOND**

Effective Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name of Applicant)

(hereinafter "Principal"), as Principal, and \_\_\_\_\_, a  
(Name of Surety)

\_\_\_\_\_ corporation having its principal office and place of business at  
(State where Surety is incorporated)

\_\_\_\_\_ and local address at  
(Surety's Home office address)

\_\_\_\_\_  
(STREET # CITY, STATE ZIP)

and duly authorized to do business in the State of Georgia (hereinafter "Surety"), as Surety, are held and firmly bound unto Cobb County, Georgia and the Cobb County Department of Transportation (hereinafter "Department")

as Obligee (hereinafter "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, Principal has submitted application (s) to Owner 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 \_\_\_\_\_ . The purpose of this Bond is to guarantee that Principal  
(MONTH/DAY/YEAR)  
will comply with all stipulations, requirements and specifications of said permit(s)

No. \_\_\_\_\_ including all rules, regulations and documents  
(TO BE PROVIDED BY D.O.T. PRIOR TO EXECUTION OF THIS BOND)

referenced therein which permit (s) the Department of Transportation is to approve

and issue to \_\_\_\_\_  
(NAME OF PRINCIPAL 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 \_\_\_\_\_  
(ST, HWY, #, ROAD NAME, PROJECT #, ETC.)

in Cobb 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 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 and effect.

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

This bond shall be continuous in nature and Principal must obtain a Written Release from Owner before this bond may be voided or terminated or allowed to lapse.

If Principal performs any work on Cobb County 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 encroaches onto Cobb County right(s)-of-way, the Principal and Surety are also obliged to take whatever action is deemed necessary by the Owner to correct such unauthorized encroachment.

No claim, suit or action shall be brought hereunder after the expiration of two (2) years following the date of written Release from Owner. 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.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Principal shall be, and declared by Owner to be in default under the Permit or with all requirements of the permit and of all state and county laws, rules and regulations, the Surety shall promptly remedy the default, or shall promptly complete the work under the Permit in accordance with its terms and conditions or with all requirements of the Permit and of all state and county laws, rules, and regulations, or

- 1) Obtain a bid or bids for completing the work under the permit in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Permit or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

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Notwithstanding the foregoing, if any situation exists arising from or related to the actions or in actions of the Principal related to the work covered by the permit covered by this bond that creates a less safe situation in the opinion of the Department, then the Department shall be authorized to take whatsoever steps are necessary to immediately abate the less safe condition and Principal and Surety shall be liable for all costs incurred. The Department shall notify Principal and Surety of such action by Owner as soon as is reasonably possible.

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 their heirs, executors, administrators or successors of the Owner.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ .

WITNESS: \_\_\_\_\_

NAME OF PRINCIPAL

By: \_\_\_\_\_

Corporate Seal

NAME OF SURETY

By: \_\_\_\_\_

ATTORNEY-IN-FACT

(Attach Power of Attorney)