

PAYMENT BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter "Principal") and _____, incorporated in the state of _____ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of _____ Dollars (\$ _____) for 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 presents.

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the Calls Creek WRF Upgrade (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment in full to all persons or entities supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, and any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

The Principal and the Surety agree that this Bond shall inure to the benefit of all persons or entities as supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, as well as to the Obligee, and that any of such persons or entities may maintain independent actions upon this Bond in the name of the person or entities bringing any such action.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__ the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

By: _____
Title: _____

Witness: _____ (Principal's Address)

Or Secretary's Attest
[SEAL]

SURETY:

By: _____
Title: _____

Witness: _____ (Surety's Address)

Or Secretary's Attest
[SEAL]

[Attach Power of Attorney executed by
attorney-in-fact on behalf of Surety]

PERFORMANCE BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter "Principal") and _____, incorporated in the state of _____ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of _____ Dollars (\$_____) for 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 presents.

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the Calls Creek WRF Upgrade (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions, obligations and agreements of said Contract within the time provided therein and any extensions thereof that may be granted by Obligee, and during the life of any obligation, guaranty or warranty required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, obligations and agreements of any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

By: _____
Title: _____

(Principal's Address)

Witness:

Or Secretary's Attest
[SEAL]

SURETY:

By: _____
Title: _____

(Surety's Address)

Witness:

Or Secretary's Attest
[SEAL]

[Attach Power of Attorney executed by attorney-in-fact on behalf of Surety]