

# GRANITE RE, INC.

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we American Tank Maintenance, LLC

P.O. Box 130, Warthen, GA 31094

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto Lowndes County Board of Commissioners

327 North Ashley Street, Valdosta, GA 31601

as Obligee, hereinafter called the Obligee, in the sum of

Five \_\_\_\_\_ Percent of the Bid Amount, Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Repairs & Maintenance of Potable Water Storage Tanks

Bid Date: 11/03/2020

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2020.



Witness



Title Michael J. Lewis

(Seal)

Granite Re, Inc.



Attorney in Fact Susan Anderson

(Seal)