

Contractor's Bond

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and

_____ as Surety, are held and firmly bound unto the City of Birmingham, a municipal corporation, in the sum of _____ dollars (_____), for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, the said Principal

☐ **Electrical (\$10,000.00)**

is engaged in the business of installing, maintaining or repairing electrical equipment in the City of Birmingham and is required by the Electrical Code of the City of Birmingham to pay certain fees in carrying on said business, now if the said principal shall fully pay to said City all fees imposed by said code not later than the 15th day of the month next succeeding the month during which liability for such fees accrued, then this bond shall be null and void, otherwise it shall remain in full force and effect. A certificate of continuation must be filled annually.

☐ **Plumber's and Gas Fitter's (\$10,000.00)**

is engaged in the business of plumbing, gas fitting, steam fitting, drain laying, excavating, and/or blasting in the City of Birmingham, now if the said Principal shall faithfully observe all ordinances and laws of the said City pertaining to said business or businesses, whether now or hereafter enacted, together with all rules and regulations established under the authority of said laws or ordinances; and shall perform in a workmanlike manner all work undertaken by said Principal in the prosecution of said business or businesses; and shall indemnify and save harmless the said City from all liability occasioned or arising from acts done or omitted by said Principal, its servants and agents, in doing said work, or from any unfaithful or inadequate work; and shall adequately safeguard all ditches and excavations which may be opened by said Principal in the streets of said City; and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets excavated by said Principal, and pay the expenses thereof; and shall maintain said restored portions in a safe condition for the period of one year from the date of such excavation; and shall defend all suits brought against the City based, in whole or in part, upon any act or default for which said Principal is responsible, and pay the costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain by reason of violation of said laws, ordinances or regulations by said Principal, its servants and agents, or by reason of the negligence of said Principal, its servants or agents, in the prosecution of said business or businesses, then this bond to be void, otherwise to remain in full force and effect. A certificate of continuation must be filled annually.

Gas- Butane or Propane (\$2,500.00)

is engaged in the business of manufacturing or distributing butane or propane gas. This bond shall be null and void, otherwise it shall remain in full force and effect. A certificate of continuation must be filled annually.

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this bond shall be terminated 15 days after receipt by the Director of Finance of written notice of the surety's intent to cancel. Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said Principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury.

IN WITNESS WHERE OF, the said Principal and the said Surety have hereunto set their hands and seals at Birmingham, Alabama, on this the _____ day of _____, _____.

_____ (SEAL)

_____ (SEAL)

Taken and approved this _____ the day of _____ 20_____.

Director of Finance