

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that we _____

(hereinafter the "Principal")

and _____

(hereinafter the "Surety")

are held and firmly bound unto the Board of Water and Sewer Commissioners of the City of Mobile, Alabama (hereinafter the "Board") in the penal sum of _____

Dollars (\$ _____)

for the faithful performance of a certain written Contract dated the ____ day of _____, 20_____, entered into between the Principal and the Board, for the following construction project or other work (hereinafter the "Contract"):

PROJECT NO. _____

a copy of which said Contract is incorporated herein by reference and made a part hereof as if fully set out.

NOW THEREFORE, this Bond and all obligations hereof shall remain in full force and effect until all covenants, terms, and conditions of the Contract for the work referenced above have been fully performed. The conditions of this Bond and its obligations are further described as follows:

The Principal shall faithfully perform all terms and conditions of the Contract and shall fully pay all obligations incurred in connection therewith. The Principal shall honor all obligations of every nature relative to the Contract.

The Principal shall save the Board harmless from any and all liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of the Contract and from any and all other such liability resulting from negligence or otherwise on the part of the Principal and/or any entity performing work or providing materials on the Principal's behalf for the Contract. The Principal shall further save the Board harmless from all costs and damages which may be suffered by reason of the failure to fully and completely perform said Contract. The Principal shall fully reimburse and repay the Board for all expenditures of every kind and description which may be incurred by the Board in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract. The Principal shall pay all lawful claims of persons, firms, partnerships, corporations, and other entities for all labor performed and material furnished in connection with the performance of the Contract. Failure to pay any such claims of persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation.

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Any alterations or additions which may be made under the Contract or in the Work to be done under it, or the giving by the Board of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Board or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder, notice to the Surety of any such alteration, extension, or forbearance being expressly waived.

All obligations of this Bond shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance in full, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seal of the parties hereto on this _____ day of _____, 20____.

Executed in two (2) counterparts.

By _____
(Principal)

Witness: _____
(Legal Signature)

(Printed Name and Title)

By _____
(Surety)

Witness: _____
(Legal Signature)

(Printed Name and Title)

By _____
(Resident Agent)

(Printed Name and Title)