

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are held and  
firmly bound unto the Board of Water and Sewer Commissioners of the city of Mobile,  
Alabama, hereafter called the "Obligee", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated  
\_\_\_\_\_, 20\_\_\_\_, (hereinafter called the "Contract) for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

which Contract and the Specifications for said Work shall be deemed a part hereof as fully as if  
set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said  
Principal and all subcontractors to whom any portion of work provided for in said Contract is  
sublet and all assignees of said Principal and of such subcontractors, shall promptly make  
payments to all persons supplying him or them with labor, materials, feed-stuffs or supplies for  
or in the prosecution of the Work provided for in such Contract, or in any amendment or  
extension of or additions to said Contract, and for the payment of reasonable attorney's fees,  
incurred by the claimant or claimants in suits on each bond, then the above obligations shall be  
void; otherwise to remain in full force and effect. PROVIDED, however that this bond is subject  
to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs, or  
supplies for or in the prosecution of the Work provided for in said Contract shall have  
a direct right of action against the Principal and Surety on this bond, which right of  
action shall be asserted in a proceeding instituted in the County in which the Work  
provided for in said Contract.

is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement, including warranties, of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint

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(Chief Executive Officer of Surety Company)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the obligation of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement, including warranties, of said Contract.

(e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

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Executed in two (2) counterparts.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
(Principal) (Seal)

Witness: \_\_\_\_\_  
(Legal Signature) (Printed Name and Title)

By \_\_\_\_\_  
(Surety)

Witness: \_\_\_\_\_  
(Legal Signature) (Printed Name and Title)

By \_\_\_\_\_  
(Resident Agent)

\_\_\_\_\_  
(Printed Name and Title)