Plumber’s and Gas Fitter’s Bond

BOND NO. __________________________

KNOW ALL MEN BY THESE PRESENTS:

That we, ___________________________, hereinafter called Principal, and ___________________________, as Surety, are held and firmly bound unto the City of Birmingham, a municipal corporation, in the sum of ten Thousand ($10,000.00) 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, however, that, WHEREAS, the said Principal 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.

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 WHEREOF, the said Principal and the said Surety have hereunto set their hands and seals at Birmingham, Alabama, on this the ________________ day of ______________, 20____

(SEAL)

(SEAL)

(SEAL)

Taken and approved this the ________________ day of ______________, 20____

__________________________
Director of Finance