

# BLASTING CONTRACTOR'S BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (“Principal”) and \_\_\_\_\_ as surety, (“Surety”) are held and firmly bound unto the City of Mountain Brook, an Alabama municipal corporation, (“City”) in the sum of one hundred thousand dollars (\$100,000.00), 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 Principal is engaged in the business of blasting or detonating explosives in the City of Mountain Brook, now if the Principal shall faithfully observe all ordinances and laws of the 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 the Principal in the prosecution of said business or businesses, and shall indemnify and save harmless the City from all liability occasioned or arising from acts done or omitted by the 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 the Principal in the streets of the City, and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets excavated or damaged by the 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 the restoration of such excavation or damage, and shall defend all suits brought against the City based, in whole or in part, upon any act or default for which the 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, rules or regulations by the Principal, its servants and agents, or by reason of the negligence of the 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.

This bond shall remain in full force and effect thirty (30) days after receipt by the City Clerk of the City of written notice of the Surety's intent to cancel this bond. Except with respect to liability accruing prior to the effective date of the cancellation of this bond, the Surety's liability thereunder shall terminate thirty (30) days after receipt by the City Clerk of such written notice.

Any person, firm or corporation injured in person or property by reason of any violations of said laws, ordinances, rules or regulations by the Principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain suit or action hereon for such injury.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals at \_\_\_\_\_, Alabama, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Surety's Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
By: \_\_\_\_\_

Its \_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
By: \_\_\_\_\_

Attorney-In-Fact  
(SURETY)

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Attorney

Received on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

(ATTACH POWER OF ATTORNEY)