

**Contractor's Bond**  
FOR  
INSTALLATION OF UTILITIES OR EXCAVATION ON  
JEFFERSON COUNTY RIGHTS-OF-WAY

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

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

Hereinafter called Principal, and \_\_\_\_\_,

as Surety, are held and firmly bound unto Jefferson County, Alabama, 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, however, that,

WHEREAS, the said Principal is engaged in the business of Utility Installation, Excavation, and/or blasting in Jefferson County, Alabama, now if the said Principal shall faithfully observe all ordinances and laws of the said County 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 County 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 road, street and highway rights-of-way of said County; and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets and highways 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 County 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 Jefferson County Roads and Transportation Department A-200 Courthouse, 716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203, 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.

This bond shall be submitted to the Jefferson County Roads and Transportation Department – Utility Section, before any excavating, blasting or utility installation begins in the roads, streets, highways and rights-of-way of Jefferson County.

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 \_\_\_\_\_, \_\_\_\_\_.

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

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

\_\_\_\_\_  
Address

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

By: \_\_\_\_\_ (Seal)  
"\*\*\*\*\*"Attorney-In-Fact

Taken and approved this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Jefferson County Roads and Transportation Department