

CITY OF MONTGOMERY, ALABAMA
SITE CLEARING, EARTHWORK, GRADING, AND OTHER SITE ACTIVITY
PERFORMANCE BOND

Effective Date: _____ BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

(hereinafter called the Principal) and _____
 (hereinafter called the Surety) are held firmly unto the City of Montgomery, Alabama (hereinafter called the Oblige), in full and just sum of _____ Dollars (_____), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has applied to the Oblige for a permit to perform site clearing, earthwork, grading, and other site activity on the land as described as follows: _____

_____, provided the Principal install the erosion and sedimentation control BMPs in accordance with the approved erosion and sedimentation plans prepared by _____, and filed at the City Engineering Department.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully construct the improvements and achieve **permanent site stabilization** in accordance with the approved erosion and sedimentation plans which are made a part hereof by reference as if set out in here full, and said construction approved by Oblige, then the Bond shall be null and void; otherwise to remain in full force and effect. The bond will automatically extend without amendment for additional one year period from the expiration date, or any future expiration date, until all disturbed areas have been permanently stabilized in accordance with approved erosion and sedimentation plans.

WHENEVER, the Principal shall be, and is declared by Oblige to be in default under this agreement, the Surety may promptly remedy the default; or shall promptly:

1. Complete the **permanent site stabilization**, or
2. Obtain a bid for submission to Oblige for complete and **permanent site stabilization** and upon determination by Oblige and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Oblige and make available as work progresses sufficient funds to pay the cost not to exceed the cost for which the Surety may be liable hereunder, the amount of this bond.

No right of action shall accrue on this bond to or for the use of **any** persons or corporation other than the Oblige named herein.

SIGNED, SEALED AND DELIVERED THIS _____ day _____ of _____.

PRINCIPAL (COMPANY NAME)
ADDRESS
TELEPHONE NUMBER
FAX NUMBER
OFFICIAL SIGNATURE

SURETY (COMPANY NAME)
ADDRESS
TELEPHONE NUMBER
FAX NUMBER
OFFICIAL SIGNATURE