



**City of Mobile**  
**CBMP Performance Bond**  
**Tier 1 Land Disturbance Projects**

**Bond Number:** \_\_\_\_\_  
**Effective Date:** \_\_\_\_\_  
**Permit Number:** \_\_\_\_\_  
**Project Address:** \_\_\_\_\_

STATE OF ALABAMA  
MOBILE COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
(hereinafter called the Principal) and \_\_\_\_\_ (hereinafter  
called the Surety) are held and firmly bound unto the CITY OF MOBILE, ALABAMA (hereinafter called the Obligee), in the  
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. For purposes of this bond and  
enforcement of the obligations set forth herein, Surety hereby appoints the Mayor of the City of Mobile as its agent for  
receipt of service of process.

WHEREAS, said Principal has applied to the Obligee for a permit to perform on-site clearing, earthwork, grading,  
and other site activity on the land as described as follows, under the land disturbance permit number and project  
address shown above: \_\_\_\_\_  
, conditioned on an agreement by the Principal to install the erosion and sedimentation control BMPs in accordance with  
the permitted Construction Best Management Practices (CBMP) plan prepared by  
\_\_\_\_\_, dated \_\_\_\_\_, 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 permitted CBMP plan  
which is made a part hereof by reference as if set out in here full, and said construction finally approved by Obligee,  
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 the permitted CBMP plan and finally approved.  
PROVIDED, further, that upon the failure of \_\_\_\_\_, as  
such applicant, to promptly and efficiently prosecute said CBMP Plan, in any respect, In accordance with the permit, the  
above bound \_\_\_\_\_ as Surety, shall take charge of said  
CBMP Plan, and complete the CBMP Plan at their own expense. Said Surety may, if it so elects, by written direction given  
to the CITY OF MOBILE, City Engineer, authorize the City Engineer to complete or cause to be completed the said Permit  
Work at the expense of said Surety, and such Surety hereby agrees and binds surety to pay the cost and expense of the  
completion of such CBMP Plan.

In the event said Principal shall fail or delay the prosecution and completion of said CBMP Plan and said Surety  
shall also fail to act promptly as hereinbefore provided, then said City Engineer may cause ten days (10) notice of such  
failure, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed  
promptly to complete the CBMP Plan provided therein, the CITY OF MOBILE, ALABAMA shall have the authority to cause  
said CBMP Plan to be done and accomplished, and when the same is completed and the cost thereof determined, the  
said Principal and Surety shall and hereby agree to pay any and all cost of said CBMP Plan.



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The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said CBMP Plan.

The decision of the City Engineer of the CITY OF MOBILE, ALABAMA upon any question connected with the execution of the CBMP Plan, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Applicant Official

\_\_\_\_\_  
Printed Name of Officer Signing

\_\_\_\_\_  
Title of Applicant Official

\_\_\_\_\_  
Legal Name of Applicant (Company) as Principal

\_\_\_\_\_  
Legal Address of Applicant

**ATTESTATION:**

\_\_\_\_\_  
Signature of Attesting Individual

\_\_\_\_\_  
Printed Name of Attesting Individual Signing

\_\_\_\_\_  
Title of Attesting Individual

**SURETY:**

(Affix Seal)

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Attorney in Fact - for Surety

**ALABAMA RESIDENT AGENT COUNTERSIGNATURE:**

\_\_\_\_\_  
Signature of Resident Agent

\_\_\_\_\_  
Printed Name of Resident Agent

\_\_\_\_\_  
Legal Name of Resident Agent Company

\_\_\_\_\_  
Legal Address of Resident Agent Company

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond)



## **Additional Contact Information**

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### **Principal**

Company Name:	
Address:	
Telephone Number:	
Fax Number:	
Email Address:	

### **Surety**

Company Name:	
Address:	
Telephone Number:	
Fax Number:	
Email Address:	

### **Alabama Resident Agent**

Company Name:	
Address:	
Telephone Number:	
Fax Number:	
Email Address:	