

BOND FOR PRIVATE CONTRACTORS OPERATING ON PUBLIC RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of

As Principal, and _____

As Surety, are held and firmly bound unto the TOWN OF ROCKY HILL, in the sum of **TEN THOUSAND DOLLARS (\$10,000)** lawful money of the United States of America, to be paid to the said TOWN OF ROCKY HILL, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that
WHEREAS, the said principal has made application to the TOWN OF ROCKY HILL for a permit authorizing said principal to perform the following work _____
in said Town commencing on or about the _____ day of _____.

WHEREAS, the TOWN OF ROCKY HILL, as a condition to issuing said permit, requires a bond in the minimum amount of Ten Thousand Dollars (\$10,000.00), and

WHEREAS, the said Principal agrees to indemnify and save harmless the TOWN OF ROCKY HILL and its Town Manager and his agents from all suits and actions of every name, type and description brought against the Town or any officers of said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said _____
principal, its agents, servants or employees, and

WHEREAS, said principal guarantees all work performed by said principal, its agents, servants and employees, against any failures caused by defective materials or defective workmanship, for a period of TWO (2) years after completion of said work.

WHEREAS, said Principal agrees to make good said defects, is so ordered, to the satisfaction of the Town Manager for said TOWN OF ROCKY HILL, and to comply in all respects with the ordinances, rules and regulations established relative to and with the terms of the permit or permits issued.

NOW, THEREFORE, if the said _____ shall well and truly keep and perform all of the terms and conditions hereinabove set forth, this obligation should be null and void; otherwise, the principal and surety shall pay to the TOWN OF ROCKY HILL the amount which the Town requires to complete said work and installations.

PROVIDED, HOWEVER, the amount which the principal and surety shall be required to pay hereunder shall not, in any event, exceed the penal sum hereof. This bond is to remain in effect until TWO (2) years after said Principal completes the work authorized under said permit to the satisfaction of said Town and its Town Manager.

Should the TOWN request an extension, this bond can be renewed by continuation certificate at ONE year intervals at the option of the Surety.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be signed and their seals to be affixed hereunto this _____ day of _____.

SIGNED, sealed and delivered in the presence of:

Principal

Surety