



STREET EXCAVATION BOND

THIS BOND shall serve as Surety for all Street Excavations Permits issued to

_____ however, a Supplemental Bond may be required by the Director of Public Works in accordance with Section 14-1 (F)(2) of the Town of Cheshire Code of Ordinances.

KNOW ALL MEN BY THESE PRESENTS, That _____ of the _____, of _____ State of _____ as Principal, and _____ of the _____ of _____ State of _____, a corporation duly licensed to do business in the State of Connecticut, as Surety, are held and firmly bound unto the TOWN OF CHESHIRE, in the sum of Three Thousand, Dollars (\$3,000.00), lawful money of the United States of America, to be paid to the said TOWN OF CHESHIRE, 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 above bounded principal may perform work within or immediately adjacent to any portion of a street, road, highway or public way in the Town of Cheshire, and

WHEREAS, in the course of the performance of said work, the said principal must excavate and otherwise disturb the existing pavement, curbs, sidewalks, lawns and/or any other portion of said highway or highways, and

WHEREAS, the said Town of Cheshire requires that said Principal shall at all times conduct his work and maintain his excavation in such a manner as to insure the safety and convenience of the general public and shall not impede or imperil pedestrian or vehicular traffic, shall keep the street in the vicinity of his excavation clean of dirt, dust and debris during the course of his work and shall place and maintain adequate and proper barriers, warning lights, traffic cones and signs to prevent injury to pedestrians and vehicles, and

WHEREAS, the said Town of Cheshire requires that said principal on the completion of said work shall restore said pavement, curbs, sidewalks, lawns and/or any other portion of the highway to a condition equal to or better than the condition in which it was before said work was undertaken,

NOW, THEREFORE, if the said principal shall well and faithfully perform the duties and in all things comply with the laws, ordinances, and regulations, including all amendments thereto, pertaining to street excavations, and shall well and truly protect and maintain said excavation and restore said pavement, curbs, sidewalks, lawns and any other portion of said highway or highways as aforesaid and shall indemnify and save harmless the Town of Cheshire and its Director of Public

Works and his agents from all suits and actions of every name and description brought against said 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 the performance of said work or from any negligence in guarding said work or of, or from any act or omission of said principal, its servants or agents and shall guarantee such work against failure caused by defective workmanship or materials and shall also keep and maintain or replace such work in like good condition to the satisfaction of the Director of Public Works for the period of not less than twenty-four (24) months after completing said work and should the said Director within the said period and with or without notice to said principal, repair said work; the said principal shall pay the cost thereof within thirty (30) days and the said principal shall comply in all respects with the rules and regulations established by said Director of Public Works relative to such work and with the terms of the permits that may be issued to him and shall also pay all fines imposed upon him for violation of any such rule or regulation, then this obligation shall be void; otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond, including its guarantee provisions, covers all work performed by the Principal or his agents within the Town of Cheshire between the date of issuance and the date of expiration and it cannot be canceled, revoked or terminated prior to said expiration date without the written permission of the Director of Public Works.

This bond was duly executed and issued on _____, 20____, and shall remain in full force and effect until its expiration on December 31, 2021.

Signed, sealed and dated the _____ day of _____, 20_____.

PRINCIPAL

By _____

Its _____

SURETY

By _____

Its _____

ACKNOWLEDGMENT OF SURETY

STATE OF _____)
) ss
County of _____)

On this _____ day of _____,
20_____, before me personally appeared _____ who
acknowledged himself/herself to be the aforesaid officer of the _____ a
corporation and that he/she as such officer being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the name of the corporation by
himself/herself as such officer.

My commission expires _____

_____, 20 _____

Notary Public