



BOND NUMBER _____

EXCAVATION PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(NAME OF CONTRACTOR)

OF _____
(ADDRESS OF CONTRACTOR)

A _____
(CORPORATION, PARTNERSHIP, INDIVIDUAL)

hereinafter called Principal, and _____
(Name of Surety)

of _____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Hartford, Department of Public Works, 525 Main Street, Hartford, Connecticut, hereinafter called owner, in the penal sum of _____ dollars (_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has been duly licensed by the City of Hartford for the purpose of excavation construction and restoration for the term beginning on the _____ day of _____, _____ and ending on the 31st day of December, _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions, and agreements of said license during the term thereof, and shall guarantee the payment of all legitimate labor, material and equipment expenses incurred for the work performed under said license, and if he shall satisfy all claims and demands incurred under such license, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of his failure to do so, and also shall warrant his work for a period of two (2) years after completion against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Director of Public Works, and shall comply in all respects with the rules and regulations established by the Department 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 or penalties imposed upon him for violation of any such rule or regulation, then this obligation shall be of no effect; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change to the work to be performed under the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, _____.

Witness to Permittee's Signature

Permittee's Signature L.S.

Bond Company L.S.

Attorney-in-fact

Surety Solutions, LLC

Agent Representing Bond Company

(Seal)

1661 Edgewater St NW, Suite 200 Salem, OR 97304

Agent Address