

**KNOW ALL MEN BY THESE PRESENTS:**

**Bond #** \_\_\_\_\_

That I, \_\_\_\_\_ of the Town and City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_ as Principal, hereinafter called the Contractor, and \_\_\_\_\_ a surety company duly organized and approved and licensed to do business within the State of Connecticut, hereinafter called the Surety, are held and firmly bound unto the City of New Haven, a municipal corporation duly organized and existing under the laws of the State of Connecticut, as Obligee, in the amount of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) for the payment whereof said Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas**, the above named Principal has upon his application received a license which expires May 1<sup>st</sup>, \_\_\_\_\_ from the Director of Public Works in accordance with the provisions of Sections 27-36 and 27-37 of Article III of the Code of Ordinances of the City of New Haven, to excavate the streets of the said City of New Haven, for the purpose of laying gas and water mains, wire conduits, steam supply pipes and to make all necessary connections with the same and with public sewers.

**And, whereas**, the said Principal does undertake and does hereby agree to comply with all the provisions of Section 27-35 through 37-42, inclusive, of the Ordinances of the City of New Haven, in regard to opening and excavating the streets for the purposes hereinbefore mentioned.

**And, whereas**, the said Principal does hereby agree to indemnify said City for any expenses said City may incur in refilling openings and excavations, and in restoring streets and pavements opened or excavated by said Principal, his servants, agents or employees, to its former condition.

**And, whereas**, said Principal has agreed and does hereby agree to erect and maintain a strong railing, fence or barrier around any excavation or opening made in pursuance to said business and to keep at or over such excavation a bright red light, or lights, burning the entire night, and to remove the pavements in any street with the least possible injury or loss of the same and to place the excavated material from the trenches, openings and excavations made by him, where it will cause the least possible inconvenience to the public, and to fill such excavations or openings as soon as practicable, and thoroughly tamp or puddle the earth placed therein, so that the same shall not settle; and to restore all pavements disturbed; and to place the street or pavement in as good condition, in all respects, as it was before such excavation was made.

**And, whereas**, the Principal has further promised and agreed, and does hereby further promise and agree, not to tunnel in the roadway of any street, except by the consent of the Director of Public Works obtained from him, and to keep the pavement or roadway over all excavations in good condition for a period of six months, and to keep as far as possible all gutters clear and free of material so as not to prevent or retard the flow of water therein, and to perform all work in a thorough and workmanlike manner.

**And, whereas**, in consideration of the issuance of said license, the said Principal agrees to take out liability insurance with an insurance company duly organized, licensed and authorized to do business in the State of Connecticut, naming the City of New Haven as the co-insured, in the amount of \$50,000/100,000, for bodily injuries and \$10,000 for property damage, conditioned to indemnify and save harmless said City from all claims, suits or actions brought or judgments obtained against it, by any party or parties by or from the Principal, his or its servants, agents or employees in or arising out of the performance of any work for which said license has been issued, or by or in consequence of any negligence in the guarding of the work or by or on account of any omission of said Principal or his or its servants, agents and employees in connection therewith.

**Now, therefore**, the condition of this obligation is such that if the Principal shall well and truly perform his promises and under-taking as herein set forth, then the obligation shall be null and void, otherwise of full force and effect.

**In witness whereof**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Principal**

\_\_\_\_\_  
**Surety** (Seal)

**By** \_\_\_\_\_  
Its \_\_\_\_\_, duly authorized