

Bond No. _____

DRIVEWAY AND SIDEWALK INSTALLER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ as Principal, hereinafter called Principal, and _____ of _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Plainville as Obligee, hereinafter called the Obligee in the full penal sum of _____ (_____) for the Payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has applied and received, or will receive a permit to install sidewalk(s) and/or driveway(s) within said Town, this bond to apply throughout the term of the permit for such work for unlicensed work done by the Principal subsequent to the termination of the issued permit and throughout the maintenance period set forth in paragraph 4 below.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall well and truly keep: (1) perform and execute all the terms, conditions and stipulations of ordinances, resolutions, rules and regulations of said Town, and of the State Department of Transportation, and shall pay any fines or penalties imposed for violation of any such ordinances, resolutions, rules, or regulations; (2) forever indemnify and save harmless the Obligee, its agents, servants or employees for or on account of any damages or injuries received or sustained by any person or persons in consequence of or resulting from any work performed by said Principal, its servants or agents, or of or from any acts or omissions of said Principal or its servants or agents until

the expiration of the one-year maintenance period provided in paragraph 4 below; (3) faithfully perform in a good workmanlike manner any work for which said permit is issued in all respects; (4) keep and maintain said sidewalk(s) and/or driveway(s) in good condition to the satisfaction of the Director of Technical and Physical Services of said Town, or his agent, for a period of one year after completing said work, and should said Director or his agent, within said period, with or without notice to said Principal, repair said portion of said sidewalk(s) or driveway(s), the Principal shall pay the cost thereof within 30 days; and (5) comply in all respects with any terms of the permit that may be issued, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

Signed, sealed and delivered

PRINCIPAL

In the presence of:

By _____

Its

SURETY

By _____

Its