

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
CONSTRUCTION PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ (name of firm, partnership, corporation or responsible individual) as principal, and _____, as surety, are held and firmly bound unto the Town of Wallingford, State of Connecticut, in the sum of Five Thousand (\$5,000.00) dollars, lawful money of the United State of America to be paid to the said Town of Wallingford, 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 present.

The condition of this obligation is such, that whereas, the above bounden principal has by the Town of Wallingford, through its Water and Sewer Divisions, been authorized to perform work within the jurisdiction of the Town of Wallingford as a licensed contractor said obligation shall be continuously subject to cancellation by said surety by giving ninety (90) days notice in writing of its intention to so do.

Now, therefore, if the said _____ aaaaa _____ shall

(1) Well and truly keep and perform, during said term, all the terms and conditions of the ordinances, resolutions, rules and regulations of the said Town of Wallingford and its Water and Sewer Divisions, regulating the installation and/or repair of water and sewer mains, services, and appurtenances within the jurisdiction of the Town of Wallingford Water and Sewer Divisions, as well as the rules, regulations, laws or ordinances of the Town, or of the State Highway Department, regulating the excavation in or under highways, streets or public ways and the replacement of or the maintenance of the surfaces disturbed;

(2) Forever indemnify and save harmless the Town of Wallingford, and its agents for or from or on account of any damages to the property of any person or persons or any damage to the water and sewer systems of the Town of Wallingford, in consequence of or resulting from any work performed by said principal, its servants, agents, **or subcontractors**, or from any negligence regarding said work, or of or from any act or omissions of said principal, its servants or agents, until the expiration of the one-year maintenance period after the work under any permit issue, is complete;

(3) Faithfully perform said work in all respects and shall also replace and restore that portion of any street in which said principal, his servants or agents, shall make any excavation, to as good condition as that in which the same was before said work was performed;

(4) Keep and maintain such street in like good condition to the satisfaction of the Town Engineer of the Town of Wallingford, for the period of not less than one year after completing said work, and, should the said Engineer, or other official, within said period, and after notice to said principal, repair said portion of such street, the principal shall pay the cost thereof within thirty (30) days; and

(5) Pay all fines or penalties imposed upon him for violation of any rule or regulation;

then this obligation shall be of no effect. Otherwise, it shall remain in full force and effect.

This bond shall expire _____.

Dated this _____ day of _____, _____.

Signed and sealed in the presence of:

(Principal)

Acting by

(Surety)

Acting by