

STREET EXCAVATION BOND  
TOWN OF HAMDEN

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal, and \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Surety, are held and firmly bound unto the TOWN OF HAMDEN, a municipal corporation located in the County of New Haven, State of Connecticut, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, to be paid to said town of Hamden, its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

The condition of this obligation is such that:

Whereas, the above named Principal has upon his application received a license from the Town Engineer of the Town of Hamden, in accordance with the rules and regulations of the Town of Hamden, to excavate the streets of said Town, 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 for any other necessary purpose.

And whereas, the said Principal has undertaken and does hereby agree to comply with all provisions of the rules and regulations of the Town of Hamden I regard to opening and excavating the streets for the purposes hereinbefore mentioned.

And whereas, the said Principal has agreed to indemnify said Town of Hamden against all damages which it may be compelled to pay, or in fact does pay for injuries sustained on account of any violation of said rules and regulations, by the said Principal, his servants, agents or employees, or by reason of negligence or violation of any law on the part of said Principal, his said servants, agents or employees.

And whereas, said Principal has agreed to does and hereby agree to further indemnify said Town for any expenses said Town may incur in refilling openings and excavations and in restoring streets and pavements opened or excavated by the 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 of 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 ramp 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, said Principal has further promised and agreed and does hereby further promise and agree not to tunnel in the roadway of any street except by consent of the Town Engineer of said Town obtained from him, and to keep the pavement or roadway over all excavations in good condition for a period of three months and to keep as far as possible all gutters clear and free of materials so as not to prevent or retard the flow of water therein, and to perform all work in a thorough and workmanlike manner.

Now therefore, if the said Principal shall well and truly perform all his promises and undertaking as herein set forth, this obligation shall be void, otherwise of full force and effect.

In witness whereof we have hereunto set our hand and seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_.

Signed, Sealed and delivered  
In the presence of

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-fact

THIS BOND EXPIRES DECEMBER 31, \_\_\_\_\_

SURETY SOLUTIONS