

Bond Number: \_\_\_\_\_

**DRAIN LAYER, STREET EXCAVATION, DRIVEWAY, CURB AND WALK LAYER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, That, \_\_\_\_\_

\_\_\_\_\_ as principal, and \_\_\_\_\_ as surety,

are held and firmly bound unto THE TOWN OF NEWINGTON, in the sum of Ten Thousand Dollars (\$10,000), lawful money of the United States of America, to be paid to the said THE TOWN OF NEWINGTON, 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 presents.

The condition of this obligation is such that whereas the above bound principal may cut an improved pavement or any other portion of a highway or highways, including driveways, or install pipe in the Town of Newington and/or may install driveways, curbs, and walks and

WHEREAS, in the course of the performance of said work, the said principal must excavate and otherwise disturb the existing pavement, earth or any other portion of said highways or highways, and

WHEREAS, the said Town of Newington requires that said principal on the completion of said work shall restore said pavement or any other portion of the highway or Highway Right-of-Way to the condition in which it was before said work was undertaken.

NOW, THEREFORE, if said principal shall well and truly restore said pavement and any other portion of said highway or highways or Highway Right-of-Way as aforesaid and shall indemnify and save harmless the Town of Newington and its Town Manager and his agents from all suits and actions of every name and description brought against said Town or any officers of said Town for and on account of any injuries or damages received or sustained during the performance of said work or in consequence of or resulting from any work performed hereunder or of, or from any negligence in guarding said work, or of or from any act or omission of said principal, His servants or agents: shall faithfully perform said work in all respects and in accordance with all rules and regulations of the Town of Newington and of the Town Manager; and shall guarantee said work in like good condition to the satisfaction of the Town Manager for a period of not less than one (1) year after completion against failure caused by defective workmanship or materials and within said period with or without notice to the Principal, repair any portion of such street, shall pay the cost thereof within 30 days, and shall also pay all fines imposed upon him for violation of any such rules or regulations then this obligation shall be void otherwise it will remain in full force and effect.

It is understood that no further permits will be issued under this bond, # \_\_\_\_\_,  
after the current calendar year ending on December 31, \_\_\_\_\_.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,  
(Town) (Month)

SIGNED, SEALED AND WITNESS IN THE PRESENCE OF:

**Principal**

BY \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Printed Name)

ITS \_\_\_\_\_  
(Title)

**Witnesses**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**SURETY**

BY \_\_\_\_\_ (SEAL)  
(Signature)

\_\_\_\_\_  
(Printed Name)

ITS Attorney in Fact \_\_\_\_\_  
(Title)