

BOND

BOND NO. \_\_\_\_\_

AMOUNT \_\_\_\_\_

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

\_\_\_\_\_,  
a \_\_\_\_\_ Corporation having its principal place of business at \_\_\_\_\_, as Principal, and the \_\_\_\_\_ duly authorized to transact business in the State of New York as Surety, are held and firmly bound unto the Town of Brookhaven in the sum of \_\_\_\_\_ for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal will submit and has submitted plans and specifications for work, within a Town Highway, deemed necessary by the Superintendent of Highways or his duly authorized delegate, and

WHEREAS, the Principal has received a permit for the purpose \_\_\_\_\_

WHEREAS, this bond is for the purpose of insuring and guaranteeing the timely and workmanlike completion of such work as reasonably determined by the Superintendent of Highways or his duly authorized delegate.

IT IS AGREED and understood among the parties hereto that upon the reasonable determination that such work is not being timely performed or is not being or has not been performed in a workmanlike manner by the Principal, the Superintendent of Highways or his duly authorized delegate may require the Surety to promptly complete said work in a timely and workmanlike manner, or the Superintendent of Highways or his duly authorized delegate may direct completion of said work with forces chosen by the Superintendent the costs of which work will reimbursed by the Surety up to the amount designated above, all of which determinations shall be within the sole and exclusive discretion of the Superintendent of Highways or his duly authorized delegate,

IT IS FURTHER AGREED that the Principal and the Surety shall indemnify and save harmless the said Town of Brookhaven from all liability, damages and expenses of every kind and nature, resulting directly or indirectly to persons or property and arising from and in consequence of any license or permit, and shall well, truly and faithfully perform the duties and privileges pertaining to any license or permit and shall restore such State Highways to their original conditions.

IT IS FURTHER AGREED that the Principal and the Surety shall further indemnify, save harmless and pay the Town of Brookhaven any damages, loss, charges or expenses which shall, in any way, be sustained or incurred by it in relation to or in connection with any and all such claims, actions, suits or proceedings at law or in equity.

This bond shall remain in effect from \_\_\_\_\_ and shall be automatically renewable at the end of that term if such work is not complete as determined by the Superintendent of Highways or his duly authorized delegate.

Signed, Sealed and Dated this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Principal's Signature)

\_\_\_\_\_  
(Surety's Signature)

\_\_\_\_\_, Attorney in Fact