

**TOWN OF BLOOMFIELD RIGHTS OF WAY PERMIT BOND (\$10,000 minimum)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

That we, \_\_\_\_\_, of the Town of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation duly licensed to do surety business in the State of Connecticut, as Surety, are held and firmly bound unto the Town of Bloomfield, a chartered municipality in the State of Connecticut, as Obligee in the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), lawful money of the United States, to be paid to the Obligee to assure completion of all obligations set forth hereunder, for which payment well and truly to be made, we bind ourselves, our legal representatives, successors, and assigns, firmly by these presents.

The condition of this Obligation is such, that whereas, the above bound Principal has been issued, or may, upon application, be issued, while this Obligation is in effect, by the Obligee a permit or permits to perform excavation or other construction activities or work, defined in the Town of Bloomfield Rights of Way Ordinance as "Regulated Activities", within, on, above, or below rights of way or properties of the Obligee under an active license issued by the Obligee to cover the same, any and all of said license and permit or permits being made a part hereof by reference; and,

Whereas, said Principal has undertaken, and does hereby agree to comply with provisions of said Rights of Way Ordinance, and the associated Permit Manual, in regard to, said permit or permits.

Now therefore, if said Principal fails to complete any subject Regulated Activities covered by any applicable permit in full compliance with the provisions of said Rights of Way Ordinance or Permit Manual, it will be the responsibility of said Surety to arrange for the completion of all necessary work as required in full compliance with the provisions of said Rights of Way Ordinance or Permit Manual, and said Surety shall save the Obligee harmless with respect to any claim of any sort as may arise in any manner in association with its fulfillment of its obligations hereunder; the same being subject to all permitting requirements.

Furthermore, this Obligation shall continue in full force and effect until December 31 of the year of its issuance, unless specifically released in writing by the Town Manager of the Obligee prior thereto, at which time, if all obligations hereunder have been met, this Obligation will become void, unless duly renewed by Continuation Certificate in accordance with the provisions hereof by said Surety. If, on said December 31, all obligations hereunder have not been met, then this Obligation shall remain in full force and effect with respect to such unmet obligations until such time as the same have been met. Any continuation of this surety Obligation shall have a term and be in full force and effect for one full calendar year, January 1 through December 31, directly subsequent to the calendar year such extension is issued (or as intended hereby in the event any such extension is issued in a delinquent manner). All other terms and obligations of any extension hereof shall be exactly as presented and attested hereto in this Obligation.

All of the provision of this Obligation are to be subject to the present statute laws of the State of Connecticut and to any change, alteration, or repeal of any existing laws as may be enacted by any session of the Legislature of the State of Connecticut.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Surety Address:

\_\_\_\_\_  
Principal (typed) – (signed by same official as signed the Warranty)

\_\_\_\_\_  
By: \_\_\_\_\_  
(name & title)

\_\_\_\_\_  
Surety (typed) – seal affixed

\_\_\_\_\_  
By: \_\_\_\_\_  
(name & title)