

THIS FORM TO BE USED IN CONNECTION WITH EACH OSTA CERTIFICATE FOR WHICH A BOND IS REQUIRED FOR THE PERFORMANCE OF ALL THE TERMS, CONDITIONS, OF SAID OSTA CERTIFICATE.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

NAME OF CERTIFICATE HOLDER

BOND NUMBER

MTG BOND

Know all Men by these Presents,

That we, of the Town of , County of
(Permittee)

..... , and State of , as Principal, and.....
(Bonding Company)

of the State of having an office and place of business at.....

..... , as surety, are held and firmly bound unto the State of

Connecticut, in the sum of DOLLARS,
lawful money of the United States, to be paid to assure completion of all work for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators and assigns, jointly and severally by these presents, the said bond and surety to continue to be holden to the State of Connecticut until consent to the cancellation thereof is given in writing by the Commissioner of Transportation of Connecticut or his authorized agent.

The condition of this obligation is such, that:

WHEREAS, the above named Principal has received, or may, upon his application, receive a OSTA Certificate from the State of Connecticut to perform work on, about or adjacent to a highway or for the use of the state highway right of way, on, over, or below, within said State of Connecticut as is or may be particularly specified in said OSTA Certificate, to which OSTA Certificate reference is hereby made and are made a part hereof; and

WHEREAS, the said Principal has undertaken and does hereby agree to comply with all the rules, regulations and restrictions of said State of Connecticut in regard to said OSTA Certificate.

NOW THEREFORE, if the said Principal fails to complete the required work described in the OSTA Certificate, it will be the responsibility of the bonding company to arrange for the completion of all necessary work as required, to the satisfaction of the State and, if the said Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements specified in said OSTA Certificate, and shall well and truly save harmless and indemnify the said State of Connecticut and the Commissioner of Transportation of said State, or either of them, from all damages and costs that the State of Connecticut or the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay, for any injuries or damages which may be caused by any action or work being carried on either by the said Principal, his servants, agents or employees, under any OSTA Certificate issued or which may be issued by said State of Connecticut or its authorized agent, or by reason of negligence or violation of any law on the part of said Principal, his servants, agents, or employees, and shall, further, idemnify said State of Connecticut for any expenses that said State of Connecticut or the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay for any required adjustments to the highway and its facilities to a comparable condition, including but not limited to refilling openings or excavations, removing cable guide railings, removing trees, tree stumps and other obstructions, replacing drainage involving driveways and restoring pavements open or excavated, satisfactory to the State, as existed prior to the initiation of the work by said principal, his servants, agents or employees, then his obligation shall be void; otherwise to remain in full force and effect.

All of the provisions of the foregoing 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 future session of the Legislature of the State of Connecticut.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day

..... , in the year two-thousand.....

Witness to Developer's Signature

.....

..... L. S.

Developer's Signature

..... L. S.

Bond Company Name

.....

Bond Company Address

..... L. S.

Agent Representing Bond Company