

**PERFORMANCE, MAINTENANCE AND PAYMENT BOND**

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

KNOW ALL MEN BY THESE PRESENTS. That we \_\_\_\_\_  
\_\_\_\_\_, as Principal, and

a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business  
in the State of Connecticut as Surety, are holden and firmly bound jointly and severally unto the TOWN OF GREENWICH,  
CONNECTICUT, hereafter referred to as the Town, a territorial corporation located in the County of Fairfield, in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

to be paid to it or its certain attorney, successors or assigns, to which payment well and truly to be made, we the said Obligor do  
bind ourselves, and each of us, our heirs, executors, administrators, and successors firmly by these presents.

IN WITNESS WHEREOF we have hereunto set or caused to be set our respective hands, names and seals this  
\_\_\_\_\_ day of \_\_\_\_\_ 2004.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the above named Principal has entered  
into a certain written contract with the TOWN OF GREENWICH, CONNECTICUT, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 2004 for construction of \_\_\_\_\_

according to the plans and specifications prepared by the TOWN OF GREENWICH, which contract is hereby referred to and made  
a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said Principal shall well and faithfully perform said contract according to its provisions, and fully  
indemnify and save harmless the Town from all cost and damages which the Town may suffer by reason of failure so to do, and shall  
pay for all equipment, appurtenances, materials and labor furnished, used or employed in the execution of said contract, and shall  
indemnify and save harmless the Town from all suits or claims of any nature or description against the Town by reason of any injuries or  
damages sustained by any person or persons on account of any act or omission of said Principal, his servants or agents, or his  
subcontractors in the construction of the work or in guarding the work, or on account of the use of faulty or improper materials, or by  
reason of claims under the Workmen's Compensation Laws or other laws by any employee of the Principal or his subcontractors, or by  
reason of the use of any patented material, machinery, device, equipment, process, method of construction or design in any way involved  
in the work, and shall indemnify the Town against such defective workmanship, material and equipment as may be discovered within  
one (1) year after completion and final acceptance of the work, and shall make good in such defective workmanship and material as may  
be discovered within said period of one year, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety hereby stipulates and agrees that any modifications, omissions or additions in or to the terms of the aforesaid contract, or in  
or to the plans or specifications therefor, or any extension of time, shall in no wise affect the obligation of the Surety under this bond, the  
Surety hereby waiving any and all right to any notice of any such modifications, omissions, changes, additions or extensions.

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

SURETY \_\_\_\_\_

BY \_\_\_\_\_