

**STREET OPENING BOND PURSUANT TO SECTION 34.02.030 OF THE  
MUNICIPAL CODE OF THE CITY OF BOZEMAN**

KNOW ALL MEN BY THESE PRESENT, That we, the undersigned \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter referred to as the "EXCAVATION CONTRACTOR," and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Montana, as Surety, are held and firmly bound unto the CITY OF BOZEMAN, a municipal corporation of the state of Montana, hereinafter referred to as the "CITY," in the penal sum of \_\_\_\_\_, (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these present:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden EXCAVATION CONTRACTOR has on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, Sought the issuance of a permit from the CITY pursuant to Bozeman Municipal Code Section 34.02.030 for excavation work in a public street, alley or other public property of the CITY;

WHEREAS, execution of this bond is a condition precedent to the issuance of such permit;

NOW, THEREFORE, if the said EXCAVATION CONTRACTOR shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every ordinance relating to excavating in the right-of-way or other public property of the City and the Rules and Regulations of the Department of Public Works, according to the true intent and meaning in such case; and

PROVIDED FURTHER, that if the said EXCAVATION CONTRACTOR shall satisfy all claims and demands incurred by the EXCAVATION CONTRACTOR in the

performance of any such excavation, and shall fully indemnify and save harmless the CITY from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said EXCAVATION CONTRACTOR, its agents, or employees with relation to any work performed under a permit; and shall fully reimburse and repay to the CITY all costs, damages and expenses which it may incur in making good any default based upon the failure of the EXCAVATION CONTRACTOR to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the ordinance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This bond may be terminated at any time by the Surety upon sending notice in writing, by certified mail, to the Director of Public Works of the City of Bozeman, with whom this bond is filed. After expiration of 30 days from the receipt of said notice this bond shall terminate and the Surety shall thereupon be released from any liability, acts or omissions of the Principal subsequent to said date.

IN WITNESS WHEREOF, said EXCAVATION CONTRACTOR and Surety have executed these presents, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

	_____
	EXCAVATION CONTRACTOR
ATTEST:	BY: _____
	TITLE
_____	
SECRETARY	_____
	SURETY
	BY: _____
	ATTORNEY-IN-FACT

(Accompany this bond with Attorney-In-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

Surety: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_