

**PROJECT IDENTIFIER** \_\_\_\_\_  
**BOND NUMBER** \_\_\_\_\_

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

\_\_\_\_\_, is an excavation contractor authorized to work in the State of Montana and is the Principal of this bond (the “EXCAVATION CONTRACTOR” and \_\_\_\_\_, (the SURETY), a corporation organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_, and duly licensed by the State of Montana for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings, are together held and firmly bound unto the CITY OF BOZEMAN, a self-governing local government operating pursuant to its Charter and the laws of the State of Montana (the “CITY”), obligee of this bond, as follows:

WHEREAS, the EXCAVATION CONTRACTOR, applied on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for a Street Cut 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; and

WHEREAS, the EXCAVATION CONTRACTOR is required by 34.02.030(c), BMC and the conditions of the Street Cut Permit to furnish this performance and maintenance bond prior to conducting any work on the public right-of-way to ensure satisfactory work and restoration pursuant to the requirements of the Street Cut Permit; and

NOW, THEREFORE, we, the EXCAVATION CONTRACTOR and the SURETY, herein do provide this bond in the sum of [AMOUNT] dollars (\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

The EXCAVATION CONTRACTOR and SURETY further agree that in the event the work is not completed within the time allowed (including any extensions) by the Street Cut Permit or the condition as required, the EXCAVATION CONTRACTOR and SURETY shall be jointly and severally liable to the City for any and all costs incurred by the CITY in completing any necessary restoration, repair, or maintenance to the public right-of-way. The CITY may, at its election, order the SURETY to take over and complete the improvements without suit or, at the election of CITY, the CITY may complete the necessary work and, in such a case, and upon demand by the CITY and without suit the SURETY must tender to the CITY the amount necessary, based upon the estimate of the CITY, to carry out completion of the restoration, repair, or maintenance to the public right-of-way; it being further understood that upon completion of the improvements to the sole satisfaction of the CITY, any unexpended funds shall be returned to SURETY.

As a part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees including enforcing such obligation as are incurred by the City, all to be taxed as costs and included in any judgment rendered.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Street Cut Permit or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

No right of action shall accrue hereunder to or for the use of any persons, firm or corporation other than the CITY. It is understood that the rights of the CITY under this bond are conditioned upon the faithful performance by or on behalf of the EXCAVATION CONTRACTOR of all conditions to the Street Cut Permit and total amount of the SURETY'S liability hereunder shall in no event exceed the aggregate penalty hereof.

This bond remains in effect for a period of two (2) years from the date the Street Cut Permit is issued, or for a period of one (1) year following acceptance of completion of the work by the CITY, whichever is longer. The CITY may in its own discretion, upon request and following inspection and acceptance of the work, release this bond in writing.

IN WITNESS WHEREOF, the EXCAVATION CONTRACTOR and the SURETY have caused this street opening bond to be duly executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
EXCAVATION CONTRACTOR

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
SURETY \_\_\_\_\_

Date signed