STREET OPENING BOND FORM

KNOWN 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 BELGRADE, 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 make, we bind ourselves and our heirs, executors, administrator, successors and assigns, jointly and severally, firmly to these present:

WHEREAS, the above bounden EXCAVATION CONTRACTOR has on the day of

_____, Sought the issuance of a permit from the CITY pursuant to Belgrade Municipal Code 7-5-2 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 Regulation of the Public Works Department, 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 Finance of the City of Belgrade, with whom this bond is filed. After expiration of thirty (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 the ______ day of ______, _____,

EXCAVATION CONTRACTOR

ATTEST:

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.)