

**CONTRACTOR'S EXCAVATION BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_

\_\_\_\_\_ ,  
as Principal, hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_ ,  
a corporation duly organized and existing under and by virtue of the laws, of the State of \_\_\_\_\_ and  
authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the  
City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the sum of **FIVE THOUSAND DOLLARS (\$5,000)** for  
the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is excavating or is about to commence the excavating of a public place within the City of  
Albuquerque; and

**WHEREAS**, the City's Street Excavation Ordinance, 6-5-2-3 (A)(3), (R.O. 1994) requires the Principal to furnish  
such a bond.

**NOW, THEREFORE**, the condition of this obligation is such that, if the said Principal shall excavate and restore the  
public place in such a way as to comply with all requirements of the City's Street Excavation Ordinance, and shall make payment  
to the City of all costs incurred by the City in performing work for the Principal and shall indemnify and save harmless the City  
against all incomplete or defective materials and workmanship for a period of one (1) year from the date the work is accepted by  
the City, then this obligation to be null and void; otherwise to remain in full force and effect.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Surety

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_  
(Name of Person)

as attorney-in-fact on behalf of \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SHORT FORMS OF ACKNOWLEDGEMENTS**

(1) For a natural person acting in his own right.

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_  
(Name of Person)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(2) For a partnership acting by one or more partners.

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_, on behalf of \_\_\_\_\_,  
(Name of Partner(s)) (Name of Partnership)  
a partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(3) For a corporation or incorporated association.

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer) (Title of officer) (Name of Corporation)

a \_\_\_\_\_ corporation,  
(State or County of Incorporation)  
on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_