

**PUBLIC IMPROVEMENTS COMPLETION BOND**

WHEREAS, the City of Bozeman, a self governing local government operating pursuant to its Charter and the laws of the State of Montana (the "City"), as obligee of this bond, and \_\_\_\_\_ hereinafter referred to as "Principal", as principal to this bond, have entered into an agreement whereby Principal agrees to install and complete certain designated improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_, is identified as Improvements Agreement for [PROJECT NAME] (Landscaping Improvements) (the "Improvements Agreement") and the Principal has entered into the Improvements Agreement for purposes of fulfilling its requirements related to its Development Application [APPLICATION NUMBER(S)] (the "Land Use Applications") made pursuant to the requirements of Chapter 38, Article 39, Bozeman Municipal Code (the "Code"), as the above are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Improvement Agreement(s) and the conditions of approval for the Applications pursuant to the Code to furnish this public improvements completion bond for the faithful performance of the Improvements Agreement(s), and to guarantee the work for a period of two years.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_(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, 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.

The conditions of this obligation are such that if the above bounded Principal, his, their, or its heir, executors, administrators, successors, or assigns, shall in all things stand to or abide by and well truly keep and perform the covenants, conditions and provisions in the said Improvements Agreement and the Code and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner herein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety and Principal further agree that in the event the work and improvements are not completed within the time allowed by the Improvements Agreement(s), or any extensions thereof as may be granted by the City, the Surety and Principal shall be jointly and severally liable to the City for any and all costs incurred by the City in completing the required improvements. 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 improvements and, in such a case, and upon demand by the City and without suit the Surety must tender to City the amount necessary, based upon the estimate of the City, to carry out completion of the improvements; 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 and Principal further agree that ten percent (10%) of the face amount of this bond will remain in effect and continue after completion and acceptance of the work and improvement by the City for two (2) years from the date of acceptance by the City to guarantee said improvements against any defective work or labor done, or defective materials furnished, in performance of the Improvements Agreement or this agreement.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvements Agreement 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 Principal of all conditions to the Improvements Agreement and total amount of the Surety's liability hereunder shall in no event exceed the aggregate penalty hereof.

IN WITNESS WHEREOF, said Principal and said Surety have caused this public improvements completion bond to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

**CITY OF BOZEMAN, MONTANA:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
City Manager

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**SURETY:** \_\_\_\_\_

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
City Attorney

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_