

# Surety Agreement/Performance Bond

CITY OF GARDEN CITY 6015 Glenwood, Garden City, Idaho 83714 [www.gardencityidaho.org](http://www.gardencityidaho.org)

Phone: (208)472-2900 Fax: (208)472-2996

Project # \_\_\_\_\_

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

This is to certify that the undersigned applicant agrees with the City of Garden City to complete the work

\_\_\_\_\_  
\_\_\_\_\_

In conformance with the approved construction plans comprised of \_\_\_\_\_  
List the approved plan sheet #s \_\_\_\_\_ Dated on: \_\_\_\_\_

To assure compliance, the undersigned has provided a surety and a bid for the work to Garden City and agrees that if the work required is not completed by \_\_\_\_\_ Garden City may select a bidder and order the work completed and pay for same with proceeds of the surety. The work is to be guaranteed for a minimum of one year past the initial acceptance by the city.

FORM OF SURETY \_\_\_\_\_

EXPIRATION DATES \_\_\_\_\_

ACCEPTABLE CONTRACTORS' BIDS \_\_\_\_\_ AMOUNT\$ \_\_\_\_\_  
Bidder

BIDS MUST STATE HOW LONG THEY WILL BE HONORED AND THOSE DATES MUST EXCEED THE ABOVE AGREED COMPLETION DATE BY 90 DAYS. SURETY DATES MUST EXCEED THE EFFECTIVE DATE OF COMPLETION BY ONE YEAR. AMOUNT OF THE SURETY MUST BE EQUAL TO 125% OF THE HIGHEST BID LISTED ABOVE.

BIDS MUST BE ATTACHED

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

GIVE NAME, ADDRESS AND PHONE NUMBER OF PERSON TO WHOM THE SURETY IS TO BE RETURNED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Garden City, a municipal corporation of the State of Idaho, hereinafter called CITY, and \_\_\_\_\_, the Developer of that certain area in Ada County, Idaho, known as \_\_\_\_\_, hereinafter called DEVELOPER.

IT IS AGREED:

1. OWNER agrees to complete, or cause to be completed, the improvements consisting of \_\_\_\_\_ and accompanying appurtenances as shown on Drawing(s) No(s) \_\_\_\_\_ sheet(s) \_\_\_\_\_ of \_\_\_\_\_, dated \_\_\_\_\_, prepared by \_\_\_\_\_, on file in the office of the CITY, on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or such later time as may hereinafter be approved in writing by the CITY.

2. DEVELOPER shall pay all costs for all materials, labor, equipment, and related expenses necessary to complete the improvements described in Paragraph 1 of the Agreement. DEVELOPER covenants to pay for and be solely responsible for all liens, encumbrances, assessments, and unpaid obligations resulting from and relating to said improvements.

3. DEVELOPER covenants that all improvements described in Paragraph 1 of this Agreement shall be completed:

- A) In compliance with state and City codes.
- B) In accordance with the drawings and specifications on file with CITY; and
- C) In a manner acceptable to the CITY.

4. Prior to the construction or installation of any on-site improvements, DEVELOPER shall deposit with the CITY a surety bond equaling one hundred and twenty-five percent (125%) of the estimated construction and engineering costs to ensure prompt and faithful performance of the Agreement. For purposes of this Agreement, one hundred and twenty-five percent (125%) of the estimated construction and engineering costs amount to \_\_\_\_\_ (\$ \_\_\_\_\_). Whenever DEVELOPER shall be, and is declared by the CITY to be in default of this Agreement, the Surety may remedy the default or shall complete this Agreement in accordance with its terms and conditions or obtain a bid or bids for submission to the CITY for completing this Agreement in accordance with its terms and conditions and upon, determination but the CITY and Surety of the lowest responsible bidder, arrange for a contract with such bidder and the CITY and make available as work progresses, sufficient funds to pay the cost of completion of the improvements described in Paragraph 1 of this Agreement. If DEVELOPER deposits a guarantee approved by the CITY other than a surety bond, and in the event of the DEVELOPER'S failure to complete the improvements described in Paragraph 1 of the Agreement or has otherwise been declared by the CITY to be in

default of the terms and conditions of the agreement, the CITY may proceed to complete the improvements and the cost of such improvements shall be paid from the guarantee deposited by the DEVELOPER. Any balance remaining of any guarantee so deposited shall be refunded to DEVELOPER. If any deficiency between the amount expended by the CITY to complete the improvements in accordance with the terms and conditions of this Agreement and the guarantee deposited by DEVELOPER or the surety bond posted by DEVELOPER, DEVELOPER shall be liable for any deficient amount and in the event of enforcement to collect, shall be liable for attorneys' fees and costs.

For purposes of the Agreement, the work "costs" shall be included expenses for material, labor, and equipment necessary for the performance of this Agreement; expenses for CITY personnel, labor time incurred for collection, bidding processes and other related expenses.

IN WITNESS WHEREOF, the parties hereto have subscribed their names, the day and year first above written.

By \_\_\_\_\_  
Representative of Garden City  
Department of Public Works

\_\_\_\_\_  
Developer

STATE OF IDAHO    )  
                                  ) ss.  
COUNTY OF ADA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said state, personally appeared \_\_\_\_\_ known to me to be with \_\_\_\_\_ of the City of Garden City Public Works Department, Garden City, Idaho, who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires:

STATE OF IDAHO )  
  ) ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
Before me, the undersigned, personally appeared \_\_\_\_\_  
Known to me to be the Developer who executed the within instrument, and  
acknowledged to me that they executed the same for purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: