These sample instructions are for the Performance Agreement, the Erosion Agreement, the Surety Document, Cash Bond and Letter of Credit

	Boodinont, Odon Bond c	
autilities.		
SSAS, VING	CITY OF MANA	Insert the number from
H AL H	VIRGINIA	the Surety, Letter of
The date must	BOND AGREEMENT	Credit or Bank Check
match the Surety or	Performance Bønd	
Letter of Credit	Bond Number	
THIS AGREEMENT and the City of Manassas, Virg	dated, 20, by a ginia, a Munisipal Corporation of the Comm	, party/parties of the first part;
part.		Avet be the Drive in allieted
In consideration of the subdivision and/or site plan kr	nown as	Must be the Principal listed
the party of the second part no	t requiring the following work to be c	on the Surety or from the Letter of Credit
within months from	he first part or its heirs, successors and the date hereof:	Letter of Credit
To construct all physics of the Sylventian and the Sylventian are at the Sylventian		Plan Name ed to, the
placement of survey r	nonuments, the construc	Plan Name ed to, the th on the andards of the
City of Manassas and	and Pla approved by the Virgin ge collection and/or treatment facilities purs	llation of water
the City Manager so a	as to provide approved sociate to each buildi	ing cita
To obtain from the Ci connection with said s		
responsible superinter	supervision during the histaliation of all requirement or foreman together with one set of apwork is being performed.	arrea improvements by means of a
City for operation and	quirements of the City of Manassas in order d maintenance. The party/parties of the first the of such improvements.	2 0
5. To maintain dust cont	1 0	
6. To provide, during all control of erosion an	d and importation but	ink if there is no
7. To provide and maint	ain all-weather access to most promises who	al City request
	arties of the first part or its agents, until such ed for maintenance by the City.	premises are accessible via public streets
8. To		
•		

Page 1 of 3 Rev. 3/20/09 It is agreed and understood that final approval of completed work can only be given by the City Manager or his authorized agent.

Upon completion and final approval of all required improvements, the subdivider or owner shall apply for release of his performance bond. However, the performance bond will not be released until at least sixty (60) days after final inspection and acceptance of all required improvements.

In witness whereof, the parties ha	ave hereunto inscribed their names this _	day
	Developer, party/parties of t	the first part
be hereunto affixed, for and in its behalf, its 5	Secretary, and caused this agreement to b	Signature and "typed name"
and in its behalf, by its said President and	I Secretary.	
(SEAL)	Corporation By: President	
Attest:	rresident	
Secretary	_	Signature and "typed name"
STATE OF VIRGINIA to wit:		
commission as such will expire on the	county/city, tary, respectively, of and d there further acknowledged that the cor	ertify that this day personally, President and, a, porate seal affixed thereto is the
true and genuine corporate seal of the said the said hereunto annexed agreement was resolution of the		
resolution was duly and regularly adopted		"typed name"
GIVEN under my hand and notarial	seal, this day of, 2	0
	Notary Public	

A Municipal Corporation of the Commonwealth of Virginia (SEAL) By: __ Development Services Manager, Designee Attest: This Page is Clerk of the City of Manassas, Virginia For City Use STATE OF VIRGINIA to wit: COUNTY/CITY OF _____ _____, a Notary Public in and for the State and County/City aforesaid, do hereby certify that this day personally appeared before me in my said state and county/city, Development Services Manager, Designee for the City of Manassas, and City Clerk of the City of Manassas, Virginia, a body corporate and signed to the foregoing and hereunto annexed agreement dated _____, and each of them and there personally and severally acknowledged the said agreement for and on behalf of the said City of Manassas, Virginia, a body corporate, and acknowledged that the seal hereto affixed is the true and genuine seal of the said City of Manassas, a body corporate. My commission expires ______, 20____. GIVEN under my hand and notarial seal, this day of , 20 . Notary Public FORM ACCEPTABLE TO CITY ATTORNEY: BY: DATE:

THE CITY OF MANASSAS, VIRGINIA

Surety Number and Agreement number must match

	5000	
Bond	No.	

SURETY BOND

	KNOW ALL MEN BY THESE PRESENTS, that	
Surety An		
	hereinafter called the Surety, are held and firmly bound unto the Council of the City of Manassas, Virginia, hereinafter called the Obligee, in full and instrument	
	dollars (\$), lawful money of the United Must be the same	
	truly to be made, the Principal and Surety bind thems atives, assigns, and other successors in interest, join Agreement	
Name and address of		
Surety prov	attached hereto and made a part	
	WHEREAS, both Principal and S of all of the provisions of the foregoing ag	
	NOW, THEREFORE, the cond Agreement date that if the	
Exact Plan I Plan Nu	is to remain in full force and effect	
	Provided that in no event shall the liability of the Surety hereunder exceed the penal sum of this bond, and	
	Further provided that the Sure they or it may have to review and appr profiles and specifications referred to ir	
	In witness of all which the Principal and Surety have hereunto set their hands and seals this day of, 20	
	SURETIES PRINCIPAL	
	rosion Bond, only CASH or Letter of Credit from a local bank or onal Bank where drafts can be made locally are permitted.	

Rev. 1/2000

Using a Bank Check as a Cash Bond

Check Number must be listed on the Agreement 1001 Your Organization's Name DATE: PAY City of Manassas TO THE ORDER OF **DOLLARS** AUTHORIZED SIGNATURE(S) "O 100 1" ::111222333: 444555# Must provide the TAX ID NUMBER and Plan Number

(PERFORMANCE LETTER OF CREDIT)

(SITE PLAN AND SUBDIVISION IMPROVEMENTS)

WORDS IN PARENTHESES AND UNDERLINED ARE INSTRUCTIONS. ANY VARIATIONS MUST BE APPROVED BY COUNSEL FOR THE CITY OF MANASSAS, VIRGINIA.

(ISSUING AGENCY LETTERHEAD)				
9027 Contar Street	er and the Agreemer per must match			
RE: Irrevocable Letter of Credit No)			
Gentlemen:				
We hereby authorize you to draw on us for the account of (<u>Developers Name and Address</u>) up to an aggregate amount of U. S. Dollars (<u>Amount</u>) available by your drafts at sight accompanied by certification of The City of Manassas, Virginia, (<u>City</u>), that the developer failed to complete installation in accordance with a plan known as (<u>Plan Name and Number</u>) or otherwise failed to perform in accordance with an agreement dated				
(a) drafts drawn under and in compliance with the terms of this Letter duly honored if presented at our office on or before (a date at leasing agreement expiration date);	er of Credit will be ast six months after			
(b) funds available under this Letter of Credit shall be pai	and the date on the eement must match			

- we shall have no right, duty, obligation or responsibility to evaluate the performance or (c) non-performance of the underlying contract between our customer and the beneficiary of this credit:
- we hereby agree that no change, extension of time, alteration or addition to the work (d) to be performed or to the plans and specifications relating to the same, shall in any way affect our obligations under this Letter of Credit, and we hereby waive notice of any such change, extension of time, alteration, or addition on the understanding that no such change, extension of time, alteration, or addition shall increase the amount of our obligation under this Letter of Credit;

- it is a condition of this Letter of Credit that it will be automatically extended for successive six month periods of time unless thirty days prior to an expiration date we notify you, in writing by registered mail, that we elect not to renew this Letter of Credit for such additional period;
- (f) upon receipt by you of such notice of non-renewal or in the event of a default, you may draw hereunder by means of your drafts on us, at sight accompanied by your written certification that you have not released liability under the aforesaid Agreement or undertaking and the proceeds of your draft will be used by you to meet eventual payments under your Agreement or until your undertaking is satisfied. You will refund to us the amount paid, less any amounts which may have been paid by you in the meantime under the underlying Agreement or undertakings. A default shall be deemed to have occurred on the part of the Developer whenever, in the sole judgment of The City of Manassas, Virginia (City), the Developer is not diligently and satisfactorily completing the improvements for which the Letter of Credit has been give as security or at the date the underlying Agreement, or any extensions thereof, expires;
- approval of this Letter of Credit by the City shall be deemed acceptance without further notice to the bank and/or the Developer;
- (h) any legal action against us on this Letter of Credit may be be of general jurisdiction in Prince William County, Virginia; it is service of process and jurisdiction of the Virginia court shall certified mailing of any suit papers.

Must be a Virginia bank or bank N.A.

(Bank Name) By: (SEAL) Bank must have a Highline-FI (Print or type name and title) Bank's Rating of 20 or Higher OWLEDGMENT Within Peer Group to Qualify. STATE OF COUNTY OF , a Notary Public in and for the State and County aforesaid, do hereby certify that _ whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged the same. Given under my hand this _____ day of _____, 20___ Notary Public My Commission expires :_____

Page 2 of 2

Certificate of Insurance

Prior to City approval of the Bond documents, a Certificate of insurance shall be presented to the City for work performed under permit and/or from the operation of permitted activity. Certificate/Insurance coverage shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City. The certificates of insurance shall list the City as an additional insured for the specified project / permit.

Insurance shall be maintained during the entire term of the contract at the following minimum required limits:

Commercial General Liability:

\$1,000,000 Combined Single Limit

\$2,000,000 General Aggregate

Coverage shall include Contractual Liability, Products and Completed Operations and Personal / Advertising Injury coverage.