

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



CITY OF MANASSAS
VIRGINIA
BOND AGREEMENT
Performance Bond
Bond Number

The date must match the Surety or Letter of Credit

Insert the number from the Surety, Letter of Credit or Bank Check

THIS AGREEMENT, dated _____, 20____, by and between _____, party parties of the first part; and the City of Manassas, Virginia, a Municipal Corporation of the Commonwealth of Virginia, party of the second part.

Must be the Principal listed on the Surety or from the Letter of Credit

In consideration of the approval by the party of the second part of a subdivision and or site plan known as _____ the party of the second part not requiring the following work to be done on said plat, the party parties of the first part or its heirs, successors and assigns within _____ months from the date hereof:

Exact Plan Name and Plan Number

1. To construct all physical improvements in accordance with the applicable provisions of the Subdivision Ordinance and to place and maintain the placement of survey monuments, the construction of streets, sidewalks, subdivided property and on adjacent properties in accordance with the standards of the City of Manassas and approved by the Virginia Department of Transportation, the distribution and sewage collection and or treatment facilities pursuant to requirements on file in the office of the City Manager so as to provide approved connections to such building sites.
2. To obtain from the City of Manassas a permit for street and utility work in connection with said subdivision.
3. To provide adequate supervision during the installation of all required improvements by means of a responsible superintendent or foreman together with one set of approved plans and profiles on the project site at all times when work is being performed.
4. To comply with all requirements of the City of Manassas in order that the streets will be accepted by the City for operation and maintenance. The party parties of the first part agree to make prompt application to the City for acceptance of such improvements.
5. To maintain dust control on the project site at all times.
6. To provide, during all phases of clearing, grading and construction, control of erosion and sedimentation by the use of approved erosion control measures.
7. To provide and maintain all-weather access to those premises which are accepted by the City for maintenance other than the party parties of the first part or its agents, until such premises are accessible via public streets that have been accepted for maintenance by the City.
8. To

Initial agreement must be for 18 months minimum

Leave blank if there is no additional City request

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 have hereunto inscribed their names this ____ day of _____, 20__.

Developer, party parties of the first part

In testimony whereof, the party parties of the first part has hereunto cause be hereunto affixed, for and in its behalf, by _____ its Secretary, and caused this agreement to be acknowledged and delivered for and in its behalf, by its said President and Secretary.

Signature and "typed name"

(SEAL) By: _____ Corporation

President

Attest:

Secretary

Signature and "typed name"

STATE OF VIRGINIA to wit:
COUNTY CITY OF _____

I, _____, a Notary Public in and for the State and County City aforesaid, and whose commission as such will expire on the ____ of _____, 20__, do hereby certify that this day personally appeared before me in my said state and county city, _____, President and _____, Secretary, respectively, of _____, a body corporate, and for and in their behalf as _____ and _____, respectively, thereof and each of them and there further acknowledged that the corporate seal affixed thereto is the true and genuine corporate seal of the said _____, a body corporate, and that the said hereunto annexed agreement was signed, acknowledged, and the corporate seal of the said _____, a body corporate, resolution of the _____, a body corporate, resolution was duly and regularly adopted.

Signature and "typed name"

GIVEN under my hand and notarial seal, this ____ day of _____, 20__.

Notary Public

THE CITY OF MANASSAS, VIRGINIA
A Municipal Corporation of the Commonwealth of Virginia

(SEAL)

By: _____
Development Services Manager, Designee

Attest:

Clerk of the City of Manassas, Virginia

This Page is
For City Use

STATE OF VIRGINIA to wit:
COUNTY/CITY OF _____

I, _____, 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 herunto 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: _____

Surety Number and Agreement number must match

Bond No. _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

Surety Amount

_____ of the Principal, and _____

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 just sum of _____

dollars (\$ _____), lawful money of the United States, to be truly to be made, the Principal and Surety bind themselves, their heirs, representatives, assigns, and other successors in interest, jointly and severally, to

Must be the same Principal listed on the Agreement

Name and full address of the Surety provider

WHEREAS, Principal has executed the foregoing agreement, dated _____ for (name) _____ attached hereto and made a part hereof, and

WHEREAS, both Principal and Surety are bound to the performance of all of the provisions of the foregoing agreement;

Same as the Agreement date

NOW, THEREFORE, the condition of this bond is that if the Principal shall perform all of the provisions of the foregoing agreement which are referred to by this reference, then the obligation of this bond is to be void and of no effect; otherwise, this bond is to remain in full force and effect.

Exact Plan Name and Plan Number

Provided that in no event shall the liability of the Surety hereunder exceed the penal sum of this bond, and

Further provided that the Surety shall have the right to review and approve the profiles and specifications referred to in the foregoing agreement.

Type in the Company's Name, Sign and include the "typed name" and notarized

In witness of all which the Principal and Surety have hereunto set their hands and seals this _____ day of _____, 20____.

SURETIES

PRINCIPAL

For the Erosion Bond, only CASH or Letter of Credit from a local bank or National Bank where drafts can be made locally are permitted.

Using a Bank Check as a Cash Bond

Check Number must be listed on the Agreement

Your Organization's Name 1001

PAY TO THE ORDER OF City of Manassas DATE: _____ \$

_____ DOLLARS

MEMO _____ AUTHORIZED SIGNATURE(S) _____

⑆01001⑆ ⑆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)

The City of Manassas, Virginia
A Municipal Corporation of the Commonwealth of Virginia
9027 Center Street
Post Office Box 560
Manassas, Virginia 20108

This number and the Agreement number must match

(Date)

RE: Irrevocable Letter of Credit No. _____

Gentlemen:

We hereby authorize you to draw on us for the account of (Developers Name and Address) up to an aggregate amount of U. S. Dollars (Amount) available by your drafts at sight accompanied by certification of The City of Manassas, Virginia, (City), that the developer failed to complete installation in accordance with a plan known as (Plan Name and Number) or otherwise failed to perform in accordance with an agreement dated _____ between (Developer's Name) and the City. This letter of credit is irrevocable and unconditional.

We hereby further agree that:

- (a) drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before (a date at least six months after agreement expiration date);
- (b) funds available under this Letter of Credit shall be paid on _____ such times as determined by The City of Manassas, Virginia, at its discretion, provided that the amount drawn shall not exceed _____ specified herein;
- (c) we shall have no right, duty, obligation or responsibility to evaluate the performance or non-performance of the underlying contract between our customer and the beneficiary of this credit;
- (d) we hereby agree that no change, extension of time, alteration or addition to the work 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;

This and the date on the Agreement must match

- (e) 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;
- (g) 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 brought only in a court of general jurisdiction in Prince William County, Virginia; it is agreed that the service of process and jurisdiction of the Virginia court shall be deemed complete by the certified mailing of any suit papers.

Must be a Virginia bank or bank N.A.

_____ (Bank Name)
 By: _____

 (Print or type name and title)

Bank must have a Highline-FI Bank's Rating of 80 or Higher Within Peer Group to Qualify.

ACKNOWLEDGMENT

STATE OF _____
 COUNTY OF _____

I, _____, 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 : _____

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.