

SURETY BOND

(for follow-on Maintenance Agreement)

<p>PRINCIPAL(S) Legal Name(s)/Address:</p>	<p>APPROVED PLAN NAME: APPROVED PLAN NO.: AGREEMENT DATE: <small>(Maintenance Agreement Date)</small> PERFORMANCE DATE: <small>(Maintenance Agreement Expiration Date)</small></p>											
<p>SURETY Legal Name/Address:</p>	<p>AMOUNT OF BOND</p> <hr/> <p align="center">(IN U.S. DOLLARS)</p> <table border="1"> <tr> <td align="center">Million(s)</td> <td align="center">Thousand(s)</td> <td align="center">Dollar(s)</td> <td align="center">Cents</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>				Million(s)	Thousand(s)	Dollar(s)	Cents				
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WHEREAS, Principal previously executed a Performance Agreement with the Town of Occoquan, Virginia (hereinafter "Obligee" or "Town") for (check **ONLY ONE** per form):

- SITE/SUBDIVISION IMPROVEMENTS
- EROSION AND SEDIMENT CONTROL
- STORM WATER MANAGEMENT
- LAND-DISTURBING ACTIVITY EXCEEDING AN AREA OF 2,500 SF AND LESS THAN 1 ACRE (INCLUDING SINGLE-FAMILY RESIDENCES)

requiring installation of all facilities and improvements shown on the above-named Approved Plan; and

WHEREAS, Principal desires to post a bond to secure performance of the terms and conditions of a follow-on Maintenance Agreement; and

WHEREAS, the Performance Bond is being released contemporaneously with execution of this Surety Bond ("Bond") and the follow-on Maintenance Agreement of even date with this Bond;

NOW, THEREFORE, we, as Principal and Surety, jointly and severally agree, state, and are bound unto Town as Obligee, as follows:

1. We are held and firmly bound to the Town in the sum written above in lawful money of the United States of America, to be paid to the Town, its successors or assigns, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.

2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Agreement identified above, which Agreement is incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until discharge in accordance with its terms.

3. (a) Surety expressly waives any right to receive notice of proposed revisions or to review or approve any revisions to the plans, profiles and specifications referred to in the Agreement. No such revision or alteration in the work required to meet Town or State standards shall in any way affect the obligation of the

Surety under this Bond.

(b) By signature hereto, the Surety consents to any extension of time granted to the Principal and consents to permit performance of the obligations of the Agreement this Bond secures, whether or not Surety receives notice of same: provided, however, the length of such extension period shall not exceed the length of the original period allowed for performance in the Agreement unless notice is given to and consent given by the Surety.

4. In the event of default by the Principal, as defined in paragraph 1 of the Maintenance Agreement of even Date with this Surety Bond, the Designated Agent shall give written notice of such default to the Principal and Surety. In such event, the Surety shall elect either of the following options:

(a) Within 30 days of receipt of the default notice, Surety shall pay over to the Town the full face value sum of the Bond or such lesser amount as may be specified by the Designated Agent, in his sole discretion, and be relieved of further liability under this Bond. If this option is selected by Surety, the Town will take over or relet all or any part of the work required by the Agreement but not completed, and will complete the same to the extent of available funds. The costs and expenses of completing the work shall include all items set forth in Paragraph 6 of this Bond. If Bond funds are not sufficient to complete the work, then the Town may proceed against the Principal for any difference. If there are any funds left which are not necessary for completion of the work, the Town will return this excess to Surety within 30 days after work is completed; or,

(b) Within 30 days of receipt of the default notice, Surety shall give written notice to the Town that it will assume the Agreement and the obligations of the Principal and shall complete the Agreement according to its terms and provisions within the time remaining under the Maintenance Agreement, or such other term as may be approved by Designated Agent. In the event that Surety elects this option and then fails to faithfully perform all or any part of the work or should it unnecessarily delay all or any part of the work, then the Town may proceed as provided in Paragraph 6 of this Bond.

5. Should Surety fail to elect either option in Paragraph 4 above within 30 days of receipt of default notice, or having elected option (b), should thereafter fail to perform, then in either event the Town may elect among the procedures set forth in this paragraph, in any combination. The Town may:

(a) take over or relet all or any part of the work not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to the Town for the costs incurred in completion, including all items set forth in Paragraph 6(b) of this Bond as the measure of damages; the actual cost to Obligee, as evidenced by the written statement of the Designated Agent, shall be conclusive upon Principal and Surety as to the quantum of damages; or

(b) bring suit, action or proceedings to enforce the provisions of this Bond. In such event, it is expressly agreed and understood that, regardless of the date of breach of the underlying Agreement or of the obligations of this Bond, the measure of damages recoverable shall be the cost of completion and/or correction of the work required by the Agreement as of the earliest of the following three dates:

(i) When the work is actually completed and/or corrected to local and state approval and acceptance;

(ii) Final judgment of a court of competent jurisdiction;

(iii) Two years from the expiration of the underlying Agreement or last extension thereof.

It is further expressly agreed and understood that the measure of damages shall include in addition to the direct cost of completion or repair, expenses attributable to litigation costs, attorney's fees, procurement costs, and any cost increases arising from delay occasioned by litigation, or other proceedings necessary to enforce the provisions of this Bond, and from delays by Surety under paragraph 4(b) of this Bond.

6. In any action or proceeding initiated in connection with this Bond, and any and all obligations arising hereunder, the venue shall be the County of Prince William, Commonwealth of Virginia.

7. If any one or more of the provisions of this Bond are determined to be void or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

8. Any notice to Principal or Surety required hereunder shall be deemed effective if given by registered mail, return receipt requested, in the name and at the address given below. Any notice to the Town shall be so given to **Town of Occoquan, Attn: Town Clerk, 314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125**, or subsequent address, notice of which is given as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Agreement to be executed as of the day and year set forth above.

**NO FURTHER TEXT ON THIS PAGE
SIGNATURE PAGE FOLLOWS**

PRINCIPAL

Type of Organization:
(e.g., Corporation, Partnership, Limited Liability Company, etc.) _____

State of Incorporation: _____

Legal Name: _____

Address: _____

By: _____ **Its:** _____
Signature Title

Print Name: _____ **Telephone No.:** _____

Principal's E-Mail: _____

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this ____ day of _____

20 _____, by _____
(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____

SURETY

State of Incorporation: _____

Legal Name: _____

Address: _____

By: _____ **Its:** _____
Signature Title

Print Name: _____ **Telephone No.:** _____

Surety's E-Mail: _____

ACKNOWLEDGMENT OF SURETY

STATE OF _____

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this ____ day of _____

20 _____, by _____
(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____

APPROVED AS TO FORM
TOWN ATTORNEY
