



Department of Public Works
22 Lincoln Street – 3rd Floor
Hampton, VA 23669
(757) 728-2444

Bond No.: _____

LAND DISTURBING PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(*name*), located at _____ (*address*) (“**Principal**”)
and _____ (*name*), a (*check one*) ___ corporation, ___ limited liability
company, ___ partnership, ___ other _____, organized and existing under the laws of the State of
_____, with an office or principal place of business located at
_____, and authorized to transact
business in the Commonwealth of Virginia (“**Surety**”), are held and firmly bound unto the CITY OF HAMPTON,
VIRGINIA, a municipal corporation of the Commonwealth of Virginia and/or its authorized representative
 (“**Obligee**”), in the sum of _____ and ____/100 (*written dollar
value*) (\$ _____) (*dollar value in figures*) (the “**Obligation**”), lawful money of the United States, for the
payment whereof to the Obligee, and the Principal and Surety unconditionally bind themselves, their respective
heirs, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, pursuant to Chapter 13.1 of the City Code and the attached (*check one*) ___ Land Disturbance
Plan, ___ Plan of Development, ___ Site Plan, ___ Erosion and Sediment Control Plan, No. _____, dated
_____, 20___ (the “**Plan**”), or ___ Agreement in Lieu of an Erosion and Sediment Control Plan
dated _____, 20___ (the “**ALESP**”), Principal wishes to post a land disturbing performance bond
(as defined herein and in the Plan/ALESP) approved by the Public Works Department of the City in favor of the
City.

NOW, THEREFORE, the condition of this obligation is such that, if approval is granted by the Director of
Public Works or his authorized designee for the Plan/ALESP and a permit is issued, Principal agrees to comply with
all relevant provisions of Chapter 13.1 of the City Code and other applicable laws and ordinances, including the
terms and conditions of the permit, and agrees to complete all work within the time specified in the permit or
extension thereof and shall faithfully perform the required conservation activities. Surety shall be bound firmly for
the payment of all necessary costs and expenses that may be incurred or expended by Obligee in causing any and all
such responsibilities to be completed; and Surety assents to any lawful extension of time to complete those
responsibilities. If throughout the term of the Plan/ALESP, Principal satisfactorily performs its obligations in
accordance with the plans and/or agreements approved and on file with Obligee, the Bond shall be released, and this
Obligation shall be void. Otherwise, it shall remain in full force and effect as more specifically set forth below.

It is hereby further expressly understood and agreed that this Obligation is given and made as a guarantee
against defective land disturbing activity authorized in accordance with the Plan/ALESP and adequate stabilization
of all areas disturbed by the land disturbing activity, provided, however, that notice of claim for any defect shall not
be filed with the Surety upon this Obligation after issuance of a certificate of completion following the date the
Obligee’s inspection confirms full compliance with the approved Plan/ALESP.

WHENEVER Principal shall fail and be declared by Obligee to have failed to perform its responsibilities
hereunder and fifteen (15) days after Obligee delivers written notice to Principal as set forth in the Plan/ALESP, or
without notice to Surety in case of an emergency, and Principal fails to cure as stated in the notice, Obligee may
arrange for performance of Principal’s responsibilities and shall be entitled to draw upon the Bond; and Surety shall
pay over the Bond to Obligee in the amount set forth in the notice. In no event shall the aggregate liability of Surety
exceed the amount of the Obligation.

For value received, Surety hereby stipulates and agrees that no change, extension of time, alteration, or
addition to the terms of the Plan/ALESP or to the work to be performed hereunder or the specifications
accompanying the same pursuant to Chapter 13.1 shall in any way affect its responsibilities; and it does hereby
waive notice of any such change, extension of time, alteration, or addition to the terms of the Plan/ALESP or to the
work to be performed thereunder.

THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT sixty (60) days from the date of receipt of notice by the City from the Principal of completion of all land disturbing activity guaranteed by this Bond and final inspection approval by the Director of Public Works or his authorized designee as required by the Plan/ALESP; however, such termination shall not discharge said Surety from any liability already accrued under this obligation.

IN WITNESS WHEREOF, said Principal and said Surety have hereunto affixed their names and seals this _____ day of _____, 20__.

PRINCIPAL:

Date: _____

By: _____

Name:

Title:

Address: _____

Telephone No.: _____

ACKNOWLEDGMENT FOR PRINCIPAL:

COMMONWEALTH OF VIRGINIA

CITY OF _____, to wit:

I hereby certify on this _____ day of _____, 20__, that the foregoing Land Disturbing Performance Bond was executed before me by _____ (name), the _____ (title) of _____ (entity name). He/She is known to me personally or produced _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

Name and Address of Registered Agent:

SURETY:

Surety Company

Licensed Resident Agent

Address: _____

Telephone No.: _____
Fax No.: _____
Bond No.: _____

Signature of Attorney-In-Fact

Printed Name: _____

Address: _____

Telephone No.: _____

ACKNOWLEDGMENT FOR SURETY:

COMMONWEALTH OF VIRGINIA

CITY OF _____, to wit:

I hereby certify on this _____ day of _____, 20____, that the foregoing Land Disturbing Performance Bond was executed before me by _____ (*name*), the _____ (*title*) of _____ (*entity name*), which entity is authorized by law to transact business in the Commonwealth of Virginia, having complied with all laws relative to the execution of said Land Disturbing Performance Bond, and that he/she is duly authorized to execute the same for and on behalf of the same entity and to obligate the entity with respect thereto. He/She is known to me personally or produced _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

SUBMIT CERTIFICATE OF POWER OF ATTORNEY