

**CITY OF RICHMOND, VIRGINIA
DEPARTMENT OF PUBLIC WORKS**

The attached City/Developer Agreement should be **signed by the Landowner of Record or his/her Agent** on which the intended development or land disturbing activity is taking place.

A Performance Surety for the estimated cost of the agreement is required. This may be in cash, check, an irrevocable letter of credit, or a bond. The Agreement and Surety should be returned to the address below for further processing.

Written verification from the appropriate City of Richmond Inspector is required before any funds are released. It is the owner's responsibility to request an inspection so as to obtain a surety release or reduction.

Contact the following to request an inspection for surety release:

Soil Erosion	646-3840
Street/Sewer Construction	646-7387
Water/Gas Line Construction	646-6579

Mail To: City of Richmond
Department of Public Works
P. O. Box 26505
Richmond, Virginia 23261
ATTN: Norma Pitts

OR:

Hand Carry To: City of Richmond
Department of Public Works
900 East Broad Street, Room 704
Richmond, Virginia 23219
ATTN: Norma Pitts
(804) 646-3840 (Phone)
(804) 646-6629 (FAX)

CITY OF RICHMOND, VIRGINIA
CITY/DEVELOPER AGREEMENT

This Agreement, made on **September 15,** by and between _____ thereafter called "**AGENT for OWNER**" and the City of Richmond, Virginia, hereafter called "**CITY.**"

WHEREAS, the OWNER desires approval of plans for the proposed Erosion and Sediment control measures at _____; Richmond, VA; WHEREAS, the Director of Public Works has been authorized to act on behalf of the City under Article III, Chapter 50, Richmond City Code (2004) as amended:

WITNESSETH:

1. That the OWNER has deposited with the City a performance bond with corporate surety in a form approved by the City Attorney, a cash escrow or securities acceptable to the Director of Finance in the amount _____ as determined by the City to install and maintain the erosion and sediment controls set forth in the Virginia Erosion and Sediment Control handbook.
2. That no OWNER shall construe the posting of the cash escrow, performance bond or securities as alleviating the OWNER's responsibility for planning, placement and maintenance of adequate erosion and sediment controls.
3. That in the event measures for the control of erosion and sediment as provided for on the plans referred to herein, or on any approved revision thereof, are not constructed at or prior to the occurrence of any rainstorm or other phenomena actually causing any erosion and sediment, the City shall have the right to enter the OWNER's property and construct such measures or do such other work as may be necessary to prevent further erosion or sediment, provided that the City shall first give notice in writing to the OWNER of its intent to do so.
4. That in the event the City performs or programs work of any nature, including labor, use of equipment, and materials, under the provisions of paragraph three (3) above, either by force account or contract, the City shall be reimbursed by the OWNER for all necessary corrective action taken under the provisions of Article III, Chapter 50, Richmond City Code (2004) as amended.
5. That within sixty (60) days of the achievement of adequate stabilization of the land disturbing activity, as determined by the city, and after written notice from the poster of the bond and the completion of the land disturbing activity, the performance bond, cash escrow, securities or unexpended portion thereof, shall be refunded to the applicant or terminated as the case may be.
6. That during the performance of this agreement, the OWNER for itself, its assignees and successors in interest, affirms that it agrees to comply with Article III, Chapter 50, Richmond City Code (2004) as amended.

OWNER/Agent/Date

CITY OF RICHMOND/Date

X

Director of Public Works

Bond Number:

Know all men by these presents: That we, _____ whose address is _____, Principal and _____ Surety, are held and firmly bound unto the City of Richmond, a Municipal Corporation of the Commonwealth of Virginia, in the just and full sum of _____ to the payment whereof, well and truly to be made to the City of Richmond, the Principal binds itself and its successors and assigns, jointly and severally, and the Surety and the Principal bind themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Sealed with the seals of the parties hereto and dated _____. The condition of the obligation is such that the Principal will provide Erosion and Sediment Control at the property known as _____ Whereas, the Principal entered into a certain contract with the City of Richmond on _____ which is attached to and thereby made a part of this Bond as if set out in full therein.

Now, therefore: If the Principal shall well and faithfully perform the obligations under said contract without default, then this obligation is to be void; otherwise, it shall remain in full force and effect.

In Witness Whereof, the Principal has caused its name to be subscribed by its president and its Corporate Seal to be hereto affixed and attested by its Secretary, they being duly authorized so to do, and the Surety has caused its name to be subscribed hereunto and its Corporation Seal to be affixed and attested by its duly authorized Attorney-in-Fact and has caused this bond to be countersigned by its duly authorized Resident Agent.

ATTEST:

Secretary By: _____
President

Countersigned: _____
Surety

Resident Agent BY: _____
Attorney-In-Fact

Agent: _____

Phone: _____