

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

The attached City/Developer Agreement for Erosion and Sediment Control must be **signed by the Landowner of Record or his/her Agent** on which the land disturbing activity is taking place.

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

Mail or Hand-Carry Completed Documents To:

Water Resources Division, DPU  
730 East Broad Street, 8<sup>th</sup> Floor  
Richmond, Virginia 23219  
ATTN: Jackie Moon  
(804) 646-3696 (Phone)  
(804) 646-0041 (FAX)

\* \* \*

**To request release of Surety at end of project**

Written verification from the City of Richmond Erosion & Sediment Control Inspector is required before any portion of the surety is released. It is the owner's responsibility to request an inspection so as to obtain a surety release.

After the City deems the site stabilized, the E&S surety is released only upon a written request; to insure correct processing please include the project address, the surety amount, and the DPU contract number.

Mail or Fax that request to:

Water Resources Division, DPU  
730 East Broad Street, 8<sup>th</sup> Floor  
Richmond VA 23219  
FAX: 804-646-0041



*Got questions?*

- For the bonding process (substitution of forms, methods of surety, etc.), call 804-646-3696
- For E&S-related, call Water Resources at 804-646-7586

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: \_\_\_\_\_

**CITY OF RICHMOND  
FORMAT FOR LETTERS OF CREDIT**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Beneficiary:  
City of Richmond  
Department of Public Works  
P.O. Box 26505  
Richmond, VA 23261

DATE:  
  
AMOUNT:

Applicant:

Letter of Credit Number:  
Expiration Date:  
5PM Local Time:

We here by open our irrevocable standby letter of credit number \_\_\_\_\_ effective on \_\_\_\_\_ not to exceed U.S. Dollars \$ \_\_\_\_\_, available by site drafts on \_\_\_\_\_ Bank, attn: \_\_\_\_\_ .

This Letter of Credit is for the specific purposes as shown on the set of plans prepared by \_\_\_\_\_ dated \_\_\_\_\_, or as show on all subsequent revisions thereof, for a certain development known as \_\_\_\_\_, Section \_\_\_\_\_, and drafts hereon shall be promptly honored when accompanied by documents specified below.

- 1) A certified statement signed by an official designated by the City of Richmond, Virginia stating that \_\_\_\_\_ has not satisfactorily installed and maintained temporary erosion control measures as required by the City of Richmond erosion and sediment control ordinance and the aforementioned erosion and sediment control plan and has defaulted in the performance of its certification with the City of Richmond.
- 2) A statement signed by an official by the City of Richmond to the effect that the drawing is for the explicit purpose of providing for the completion of the improvements pursuant to the terms of the erosion and sediment control ordinance of the City of Richmond, Virginia (and any amendments thereto) and as provided in the erosion and sediment control plan.
- 3) All drafts must bear the clause "drawn under \_\_\_\_\_ Bank Letter or credit number \_\_\_\_\_, dated \_\_\_\_\_, and be accompanied by this original letter of credit.

Page 2 of 2, an integral part of documentary Letter of Credit number: \_\_\_\_\_.

We hereby engage with you, that all drafts drawn in compliance with the terms of this credit shall be duly honored upon presentation and delivery of the documents. This irrevocable letter of credit shall remain in full force and effect for an initial period of one (1) year from the effective date hereof ending at 5:00 p.m. on \_\_\_\_\_.

This irrevocable letter of credit shall renew itself automatically from year to year thereafter unless and until the issuing bank shall give ninety (90) days prior written notice to the customer and to the Department of Community Development, City of Richmond, Virginia, by certified mail return receipt requested, of its intent to terminate the same expiration of the ninety day period. During the last thirty (30) days during which this letter of credit is in full force and effect, the City may draw up to the full amount of the sum when the draft is accompanied by the above described certified document stating that the customer has not completed the required improvements and has not provided the City with an acceptable substitute irrevocable letter of credit or documents stating that the drawing is for the explicit purpose of guaranteeing and/or providing for the completion of the improvements.

This irrevocable letter of credit shall be terminated upon the City of Richmond's Building Commissioner (or his appointed agent) providing \_\_\_\_\_ Bank with a written release stating that \_\_\_\_\_ has well and truly performed and fulfilled the obligations of the required improvements as specified by the aforementioned erosion and sediment control plan. This irrevocable letter of credit is non-transferable or assignable by the issuer, beneficiary, or customer.

Except as otherwise specifically stated herein, this letter of credit is subject to the "Uniform Customs and Practice for Documentary Credits" fixed by the XIII Congress of the International Chamber of Congress (International Chamber of Congress Publication No. 500, 1993 Revision). This irrevocable letter of credit shall be interpreted by and is subject to the provisions of the Uniform Commercial Code – letter of credit, title 8.5 of the Code of Virginia, 1950, as amended.

All correspondence regarding this letter of credit shall be addressed to: \_\_\_\_\_ Bank, (address of bank); attn: \_\_\_\_\_.

\_\_\_\_\_  
Signature - Authorized Bank Official