



715 Princess Anne Street, Room L6
P.O. Box 7447
Fredericksburg, VA 22404-7447
Telephone: 540 372-1023
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RIGHT-OF-WAY (ROW) USE & SPECIAL EXCAVATION PERMIT

Date: _____

Applicant/Permittee: _____

Company Name: _____

Company Address: _____

Email: _____ Phone: _____

Alternate Phone: _____ Proposed Work Date(s): _____

Field Contact (FC) Person: _____

FC Email: _____ FC Phone: _____

Project Location: _____

Project Description (*Please describe ONLY the work you will be doing in the City Rights-of-Way*):

This permit is required for any work in or use of the City rights-of-way, easements, or other City property.
The City of Fredericksburg is not responsible for injury or damages caused or sustained by the Permittee, its agents, or its contractors. **From the initiation of the work until the restoration of the site has passed final inspection, the Permittee shall remain responsible for securing the site at all times.**

The Applicant is responsible for notifying Building and Development Services at (540) 372-1080 to schedule all required inspections. The Applicant must follow all requirements, and it is understood that a representative of the City may at any time suspend activity if it is in the best interest of the City.

Work Area Protection

1. **Notification of Road or Sidewalk Closure.** When necessary to close a road or sidewalk for any period of time, the Applicant shall notify Public Works at least (7) days in advance. The Applicant must at that time submit a traffic control plan and/or pedestrian detour plan in writing to Public Works. Work shall not proceed until written approval is given by Public Works.
2. **Traffic Plan Required.** Applicant must submit a traffic control plan in accordance with the current version of the Virginia Work Area Protection Manual (www.VirginiaDOT.org) anytime work will affect City streets.
3. **Signs.** Information and warning signs, portable or semi-portable, shall be provided at the work site at the Applicant's expense to inform and warn the public. The name(s) and phone number(s) of the Applicant shall appear on signs, so that police, inspectors, and others may call responsible individuals should it be necessary.
4. **Barricades.** All barricades, obstructions, and soft shoulders shall be marked in a conspicuous manner.
5. **Lights.** Adequate warning lights shall be used between sunset and sunrise.
6. **Detours.** Safe and proper detours shall be provided and maintained during construction.
7. **Flagmen.** Certified Flaggers shall be provided where the flow of traffic is affected. On major roadways, advance warning signs advising of the presence of flaggers shall be posted in both directions. The flaggers shall be equipped with plainly visible flags and/or signs with which to signal traffic.
8. **Maintenance.** The work zone shall be maintained in a safe condition at all times to protect the public from any safety hazards and to cause the least amount of inconvenience to the public.
9. **Tree Protection Area.** Any trees in the work area must have appropriate tree and root protection areas set up around them, in accordance with City guidelines.

General Work Area Requirements

1. All equipment and machinery used on the work site shall be constructed, maintained, and operated in such a manner as to minimize dust, noise, vibration, smoke, welding, lights, odor, and other pollution.
2. All workers shall conduct themselves in an appropriate manner. Loud and/or foul language will not be tolerated.
3. All workers shall wear safety vests and hard hats at all times while working in or on City ROW, easements, or property. Failure to comply will result in a stop work order until compliance is achieved.
4. Applicant shall maintain the project location in a clean, orderly, and safe condition at all times. All trash must be removed and disposed of before leaving the site.
5. Fencing or other suitable barriers shall be created and maintained on the work site to mitigate the inherently dangerous conditions related to the work.
6. Backfill in non-paved areas must be of such material as will encourage natural vegetation to reappear.

7. The graded or back-filled area shall not be contoured so that it will collect and permit stagnant water to remain thereon.
8. The peaks and depressions of the work and excavation areas shall be reduced to a surface which will result in level or gently sloping topography in substantial conformity to the surrounding land area and which will minimize erosion due to rainfall.
9. Material for backfill under paved areas shall be of a select nature. All large broken concrete, peat, decomposed vegetable matter, and similar materials obtained from any excavation shall be removed from the site prior to the beginning of backfilling. All backfill shall be in accordance with VDOT standards and placed in layers or lifts. Compaction shall be obtained by mechanical rollers, tampers, or other improved means. Stone material used for backfilling shall be properly moistened or watered to the correct moisture content to ensure proper compaction. No frozen material shall be used for backfill under paved surfaces. The intent of this provision is to ensure that the dry density of the backfill under pavements, sidewalks, curbs, and other structures shall be not less than that of the surrounding undisturbed soil.
10. Any structure or service line to include water, sewer, storm, or conduit shall remain exposed until inspected and/or tested by the authorized representative from the City. Failure to comply will result in a re-inspection fee of (\$102.00) to be paid and will require the removal of backfilled materials to allow for inspection/testing of said lines at the expense of the Applicant/Contractor. **Safety protection such as barricade fencing must be maintained around all open excavated areas. No open holes will be permitted overnight.**
11. All structures and service lines shall be bedded in stone according to VDOT standards.
12. Water lines across City ROW to meter must be copper. All copper service lines shall be bedded and encapsulated utilizing stone dust or sand. Copper pipe ¾" and 1" is to be type K soft copper and 1 ½" and 2" shall be rigid type K in accordance with ASTM B88.
13. 18" minimum vertical and horizontal clearances/separations must be provided between utilities.
14. Any sewer cleanout must be a minimum of 12" behind the sidewalk.
15. All structures and service lines shall be installed according to the **City of Fredericksburg's Construction Specifications and Standards Manual** available in Building and Development Services or on the City website at <https://www.fredericksburgva.gov/927/Design-Standards-Manual>. No deviation from these requirements is permitted without prior written permission from the Director of Public Works.
14. Appropriate Erosion and Sediment controls shall be utilized.
15. Pollution prevention measures shall be used to prevent inappropriate discharge into the storm sewer system. Examples of such measures include but may not be limited to dewatering devices, storm inlet protection, dumpster covers, and concrete wash out facilities. Measures must be identified when making application.
16. No work may occur from 7:00pm to 7:00am Monday – Friday or 9:00pm to 9:00am on holidays and weekends, unless a Noise Ordinance Waiver, **approved by the City Manager**, is posted on-site.
17. City guidelines require that all residential driveways be type CG-9B.

Restoration of Surface Required

1. All surfaces must be restored, at Applicant's expense, in accordance with City standards and requirements. All restoration shall be accomplished within seventy-two (72) hours of excavation, unless additional time is granted in writing by Public Works.
2. All temporary and permanent restoration must be inspected and approved by the City.
3. Public Works may suspend operations if weather could prevent proper restoration of pavement or other surfaces.
4. All surfaces removed or damaged must be replaced in accordance with **City of Fredericksburg's Construction Specifications and Standards Manual**. Unless a prior agreement, Driveway Permit, or approved site plan is in place, the City will perform (at Applicant's expense) necessary concrete and/or brick replacement in City ROWs, easements, and on City property. However, excavation shall be brought to finished grade with approved materials until restoration is initiated by the City.
5. All restoration work must remain in good working order and to City and VDOT standards for a minimum of six (6) months after passing inspection.

Inspections

1. **General.** Inspections will be made to ensure that all work is performed in a good workmanlike manner. Inspections may be made by the Public Works Construction Inspector, Project Manager, Building and Development Inspectors, and/or any other member of City Staff, as appropriate.
2. **Prior to Construction.** Applicant must take pictures of the work site and meet with Inspector prior to beginning work to fully document pre-work conditions. All infrastructure damaged as a result of the work is the responsibility of the Applicant, so documentation of pre-work conditions is imperative.
3. **During Construction.** Inspections may occur at any time. If work is not progressing satisfactorily for the protection of the City and the public, or if any part of the work is found to be sub-standard and not in accordance with these specifications, then the Inspector will notify the responsible party. If corrective action is not taken, the City may correct the issue and all costs and expenses shall be immediately paid by the Applicant to the City, or a claim may be made on the Applicant's bond.
4. **Concrete Form Inspections and Subgrade.** Applicant must call in a form inspection before pouring any concrete. Bedding/subgrade of all work must be approved before concrete is poured.
5. **Final.** The Applicant will notify the Inspector when the work is complete. Applicant will request a final site restoration inspection through Building and Development Services. Final inspection will be scheduled and dispatched to the Inspector who will then determine the time at which the final inspection is to take place. The Applicant **MUST** be on site with no exceptions to receive the report from the Inspector. If the Applicant is not present, the final inspection may be documented as a failure and a re-inspection fee of \$102.00 may be required before a re-inspection can be requested.
6. If failing conditions require re-inspection, a re-inspection fee of \$102 may be charged.

7. Approval of this permit does not relieve the contractor of responsibility to perform the work in accordance with all applicable local, state, and federal laws, codes, regulations, and requirements for items which have been missed or omitted.
8. This permit shall expire sixty days (60) after the date of approval. Extensions beyond expiration must be pre-approved in writing by Public Works.

General Legal Requirements:

1. This permit grants the applicant non-exclusive permission to enter and use the project location solely for the work described in the Project Description. The permit is a license only, and may be revoked by the City Manager or Director of the Department of Public Works at any time.
2. The applicant shall comply with any federal, state, or local laws, regulations, or ordinances applicable to the permitted work. The applicant shall not cause any third-party lien or claim to encumber the project location. The applicant shall immediately discharge of record any such lien or claim at its own cost and expense (which obligation shall survive any cancellation, expiration, or termination, for any reason, of this permit.)
3. Throughout the term of this permit, the applicant shall maintain a policy of commercial general liability insurance, issued by an insurance company reasonably acceptable to the City, with a combined single limit of not less than One Million Dollars, naming the City and its agents, contractors, tenants, and any other third parties required by the City as additional insureds, insuring against any injury or damage to persons or property that may result from applicant's use of or access to the project location, including, without limitation, the permitted uses/work in accordance with this permit. A certificate of insurance showing the City as an additional insured shall be submitted with the application, or in any event prior to the applicant's initial entry onto the project location.
4. The applicant shall indemnify, defend, and hold harmless the City and its officers, directors, members, partners, employees, agents, affiliates, successors, mortgagees, permitted assigns, contractors, and tenants (together, "Indemnified Parties") from and against any and all losses, damages, expenses, or claims suffered by the City or any other Indemnified Party arising out of or in connection with (a) any violation of, or failure to comply with, the provisions of this permit by the applicant; (b) the permitted use and work; or (c) any other activity conducted by the applicant, its agents, employees, or contractors in connection with: (i) its access to the City's property; or (ii) the exercise of its rights under this permit. The indemnity obligations in this subparagraph shall survive any cancellation, expiration, or termination, for any reason, of this permit.
5. The City shall have no responsibility, obligation, or liability whatsoever to the applicant or its agents, employees, or contractors, for any occurrence on or about the project location or the City's rights-of-way or City property or with respect to any property of the applicant or its agents, employees, or contractors, including, without limitation, any loss, injury, or damage, all of such obligations or liabilities being hereby waived and released to the extent permitted by law, other than that caused by the willful misconduct of the City or its agents, employees, or tenants.
6. If the applicant fails to perform or complete all required restorations on or before the termination date, the City shall have the right after the termination date, on ten days' notice to the applicant, to elect to perform or complete all required restorations. The applicant shall reimburse the City for its costs incurred in undertaking or completing the restoration work. The City may reduce this notice period if the condition of the project location creates a reasonable public safety issue or concern.

These items must accompany this application:

- Site Drawing of Proposed Project or APPROVED Site Plan**
- Certificate of Liability Insurance with *City of Fredericksburg* as Additional Insured**
- Commonwealth of Virginia Contractor's License**
- Responsible Land Disturber (RLD) Certificate** (if over 2,500 sq. ft. to be disturbed)
- Fredericksburg Business License** (or proof of exemption from Commissioner of the Revenue)
- Check for any concrete, brick, or asphalt replacement or ANY OTHER WORK completed by the City as a result of the project, made out to *City of Fredericksburg*. Cost will be determined by the City based on current Public Works Repair and Replacement Fees.**
- Check for Tree Replacement made out to *City of Fredericksburg*. Minimum cost is \$300 per tree removed or damaged. Cost may be significantly higher if tree meets "specimen" criteria, as determined by City Arborist.**
- Traffic Control Plan and/or Pedestrian Detour Plan**

By signing below, I agree to comply with all of the terms and conditions listed above.

Requested By:

Approved By:

Printed Name of Applicant

Printed Name

Signature of Applicant

Signature

Date

Date

Date of Inspection: _____ **Inspected By:** _____

Passed / Failed (*circle one*) **Comments:** _____

Date of Re-inspection: _____ **Inspected By:** _____

Passed / Failed (*circle one*) **Comments:** _____
