



TOWN OF FRONT ROYAL
RIGHT-OF-WAY UTILIZATION PERMIT

Applicant Name: _____
Company: _____
Address: _____
Phone No.: _____
Email: _____
Emergency Contact: _____

One (1) copy of the application and one (1) copy of the plans are hereby made to the Town of Front Royal through the Director of Planning & Zoning for a permit to perform the work shown on the **attached plans** and further described as follows:

DESCRIPTION OF ACTIVITY: _____

Activity is to be done under and in accordance with the rules and regulations of the Town of Front Royal, Virginia on _____ (Road Name), between (Dates) _____ and _____, and to be completed within _____ days from date of approval.

A **\$100.00** Right-A-Way application fee and the Bond Guaranty of \$ _____ to save the Town harmless for any damage done is payable to the Town of Front Royal.

It is understood that the Town may use any or all the applicant's bond guaranty to repair any damage resulting from the activity and that the balance, if any, will be refunded to the applicant. Work must be inspected during construction by the Town of Front Royal, (540) 635-7819.

By this signature, I affirm that the work will be completed as described and in accordance with the attached provisions and conditions.

Signature of Applicant

Date

PROVISIONS AND CONDITIONS FOR USE OF TOWN RIGHT-OF-WAY

This permit is issued with the full understanding that any activity shall be performed in a manner acceptable to the Town at all times. It shall be further understood that this permit can be revoked for unsatisfactory action or failure to comply with the below list of governing conditions for work in the Town Right-of-Way.

Unless otherwise noted herein, all work materials and construction methods shall be in accordance with the Town of Front Royal Construction Standards and the Virginia Department of Transportation (VDOT) Road & Bridge Specifications and Standards.

The proposed improvements to be made within the Right-of-Way of the Town of Front Royal, Virginia (hereinafter referred to as the "Town") as identified in the approved plans shall be performed by _____ (hereinafter referred to as the "User") in accordance with the following provisions and conditions.

1. The Town agrees to give the User whatever rights it has for the User to perform work in the Town rights-of-way pursuant to the issued permit. User shall be responsible for obtaining the permission of any other state or federal government agency whose permission is required to work in the Town's rights-of-way.
2. User agrees to comply with all provisions of the project plans for the issued permit, which have been reviewed by the Town. Should the User discover conflicts or other conditions that prevent it from working as specified in the User's plans, User shall notify the Town Planning & Zoning Department and, if the User desires to continue said project, User shall obtain any necessary private easement, at its own expense, should sufficient area for installation be unavailable in the Town rights-of-way.
3. User assumes full responsibility for all damages to the Town rights-of-way and other adjacent properties that occurs as a result of work performed by User. User shall repair all damage caused by installation, maintenance, relocation or removal activities of User in or adjacent to the Town rights-of-way. User shall defend and hold the Town and its officers, employees and agents harmless for all damages to persons or property caused by work performed by the User in or outside of the Town rights-of-way.
4. Prior to any work, the User shall notify the Town Planning & Zoning Department and the Police Department one week prior to beginning work, and at least an hour prior to the start of work.
5. User shall provide notification to adjacent owners and/or public users of right-of-ways of intended improvements or closure at least two weeks prior commencing work. Proof of notification shall be retained throughout work activities.
6. User shall maintain as-built plans and records of all facilities and equipment in the Town rights-of-way at the time User installs its facilities

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7. User shall resolve any conflict with existing utility facilities in the Town rights-of-way at the time User installs its facilities and equipment or changes the use of its facilities and equipment within the Town rights-of-way.

8. User shall comply with all requirements imposed by any permit, including time limits for the work, the payment of any permit application and inspection fees, and the provision of any financial guarantee required by the Town Public Works to ensure repair of any damage caused by the User. The amount of fees and financial guarantees may vary among permits based upon the work encompassed by the permits.

9. Underground installations shall be installed per Town of Front Royal Water and Sewer Standards and Specifications, Current Edition, or as approved by the Town of Front Royal Planning & Zoning Department and shown on the approved plans. User shall install documentation as required by Public Works identifying installed utilities, and shall provide As-Built drawings installed horizontal and vertical locations.

10. User shall be permitted to work in Town rights-of-way during the hours provided in Section 130 of the Code of the Town of Front Royal, Virginia. Emergency work will be permitted to take place during hours other than those stipulated only when conditions exist with the User's facilities and equipment, which jeopardize the health, safety or welfare of the general public. When such an emergency occurs, the User shall advise the Town Public Works Department as soon as practical of the emergency condition which exists. The User will be permitted to work in the Town rights-of-way until the emergency condition has been resolved.

11. User shall not be permitted to work in Town rights-of-way on the Town recognized holidays except during emergency conditions as defined above. A list of Town recognized holidays is available from the Town. When such an emergency occurs, the User shall advise the Town Public Works Department as soon as practical of the emergency condition exists. The User will be permitted to work in the Town rights-of-way until the emergency condition has been resolved.

12. When specified in the authorization letter, a pre-construction meeting will be held with the Town prior to the start of work. User shall not be permitted to work in any areas not covered by the plans unless otherwise approved by the Town.

13. Traffic control will be in accordance with the Virginia Work Area Protection manual. Additional signs, barricades, flag men, electronic arrows, and other traffic control devices may be required as necessary by the Town, depending on the nature and location of the work. Unless otherwise approved by the Town, all roads shall be kept open to two-way traffic for the duration of the construction period. Closure of one lane of traffic may occur if appropriate signage and flag men are utilized. The User shall not isolate any residence or place of business. The Town of Front Royal Public Works Department will need to have minimum of 48 hours' notice for road closure.

14. Unless specifically approved, no excavation shall remain open and uncovered after the close of the workday.

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15. Restoration of road and earth disturbances shall be on going as work progresses. The User shall be responsible for replacing all disturbed pavement markings and messages within forty-eight (48) hours of pavement restoration. Pavement markings shall conform to VDOT details and specifications.

16. Unless otherwise approved, no equipment or materials are to be stored in the Town right-of-way after work hours. Should permission be given to allow equipment and materials in the right-of-way after work hours, appropriate traffic control devices shall be used to delineate obstacles. Equipment and materials shall be placed in areas that would have no adverse impact to property owners and shall not obstruct sight distances.

17. The User shall be responsible for all erosion and sediment control for the duration of the construction period. All dirt, mud, and debris tracked onto the roadway shall be immediately removed and the road cleaned. Dust shall be controlled by watering or applying calcium chloride whenever necessary. All erosion control shall be performed in a manner consistent with the Virginia Erosion and Sediment Control Handbook.

18. User must relocate its facilities and equipment located in the Town rights-of-way at its expense, upon notification from the Town that the Town has need for the area in which the User's facilities and equipment are located for a public improvement project. User shall relocate its facilities as soon as possible when notified by the Town that emergency conditions exist, which jeopardize the health, safety or welfare of the general public. During other situations relocation shall be complete within 60 days of the date of notification unless the Town Planning & Zoning Department agrees in writing to a longer period. The Town shall provide room within the relocated rights-of-way for User's reinstallation of its facilities and equipment.

19. Upon request from the Town for such information, the User must inform the Town whether the User's facilities and equipment located in a specified portion of the Town rights-of-way have been abandoned. The User shall field check its facilities and equipment and advise the Town, in writing, of the status of its facilities and equipment. The Town shall be entitled to require removal of the abandoned facilities and equipment if the User does not wish to transfer title to Town or if Town has no use for the abandoned facilities and equipment. All notices shall be sent to the addresses listed with the written request for such information.

20. The use of the Town right-of-way shall not be transferred to third parties without the Town's written consent, which shall not be unreasonably withheld.

21. In the event that the User fails to comply with any material terms of this document or any related permit, the Town shall provide written notice to the User of the noncompliance and further provide the User a reasonable opportunity to cure such noncompliance.

22. This approval for use of Town right-of-way shall remain in effect until such time that the Town determines a need for revisions to address changes in policy, regulations or requirements.

23. All disturbances shall be restored to pre-construction condition and be acceptable to the Town.

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24. The User shall be responsible for any and all defects resulting from the work in Town right-of-way for a period of twelve (12) months from the date all work is completed. Defects shall include but not limited to pavement, trenches, shoulders, ditches, lawns, pipes, driveways, sidewalks, curb and gutter, etc.

25. The User shall provide written notification to the Town Planning & Zoning Department that all work has been completed in accordance with the issued permit. Documentation of any deviation from the permitted work or submittal of required as-built drawings shall be provided.

26. Other provisions:

1. Schedule for Calculating Financial Guarantees for Work in Town Right-Of-Way.

2. Insurance Specifications.

27. Town Contact Phone Numbers:

Planning & Zoning Department – (540) 635-4236

Public Works Department – (540) 635-7819

Police Department – (540) 635-2111

I have reviewed and understand these provisions and conditions, and agree to comply with all requirements for this construction project.

Signature of Applicant

Date

**SCHEDULE FOR CALCULATING FINANCIAL GUARANTEES FOR
WORK IN TOWN RIGHT-OF-WAY**

The following values will be used to determine minimum financial guarantee that must be posted prior to the issuance of a permit to conduct activity in the Town rights-of-way.

The total sum of the applicable items of work listed below is the amount of the bond that shall accompany any permit application. However, in no case shall the financial guarantee that is posted be less than \$100.00

ITEM	UNIT
Manhole or Junction Box	\$2,000 / each
Bores (under roads / drives)	
One Lane Road / Driveway	\$750 / each
Two Lane Road	\$1,000 / each
Three Lane Road	\$1,500 / each
Four Lane Road	\$2,000 / each
Each Additional Lane	\$500 / each
<i>Over Four Lanes</i>	
Directional Bores (other than roads / drives)	\$1.00 / linear foot
Trenching	
Inside Pavement	\$10.00 / linear foot
Outside Pavement	\$1.00 / linear foot
Poles	\$1,000 /each
Private Property Impact	\$500 / Adjacent Property Parcel
Road Closure	\$1,000 / day

The financial guarantee that is provided must be in the form of either a **cash bond or Letter of Credit**. Letters of Credit may be issued on out-of-area banks but must list a draw address at a bank in the Town of Front Royal, Virginia.

INSURANCE SPECIFICATIONS

The Contractor shall carry Public liability insurance in the amount specified below, including the contractual liability assumed by the Contractor, and shall deliver the **Certificate of Insurance** from carriers acceptable to the owner specifying such limits, with the Town named as an additional insured. In addition, the insurer shall agree to give the Town 30 days' notice of its decision to cancel coverage.

1. Workman's Compensation and Employer's Liability

Coverage A – Statutory Requirements

Coverage B - \$1,000,000 Per Occurrence

Coverage C - \$100,000 / \$100,000 Accident and / or Disease All States Endorsement

2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage. Limits of Liability –

Bodily Injury \$1,000,000 each person
 \$1,000,000 each occurrence

Property Damage \$1,000,000 each occurrence

OR

Single Limit: \$2,000,000 each occurrence

Bodily Injury

Property Damage

3. Comprehensive General Liability. Limits of Liability –

Bodily Injury \$1,000,000 each person
 \$1,000,000 each occurrence

Property Damage \$1,000,000 each occurrence

OR

Single Limit: \$2,000,000 each occurrence

Bodily Injury

Property Damage

Including –

A. Completed Operations / Products

B. Contractual Liability for Specified Agreement

C. Personal Injury

D. (XCU) Explosion, Collapse and Underground Coverage

E. Broad Form Property Damage

Note 1: Contractual Liability covers the following indemnity agreement:

“The Contractor shall indemnify and hold harmless the Owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.”