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# Appendix E – Right-of-Way and Insurance

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**PERMIT TO WORK IN THE RIGHT-OF-WAY  
DEPARTMENT OF PUBLIC WORKS**

**COUNTY OF HENRICO  
P.O. BOX 90775  
HENRICO, VIRGINIA 23273-0775**

PERMIT NO. \_\_\_\_\_

One (1) copy of application and four (4) copies of plans are hereby made to the Director of Public Works at Henrico County, Richmond, Virginia, for a permit to perform the work shown on the accompanying plans and further described as follows:

DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The work is to be done under and in accordance with the rules and regulations of the County of Henrico, Virginia on the \_\_\_\_\_ Road, between \_\_\_\_\_ and \_\_\_\_\_ Road, and to be completed within \_\_\_\_\_ days from date of approval.

Attached is a check or cash for \$\_\_\_\_\_ to cover the inspection fee and a guaranty of \$\_\_\_\_\_ to save the County harmless for any damage done. If a Bond is furnished as guaranty, give the amount of bond and the name and address of Bonding Company. Bond \$\_\_\_\_\_ Name: \_\_\_\_\_ Address: \_\_\_\_\_

It is understood that the County may use any or all of the guaranty to repair any damage resulting from the work and that the balance, if any, will be refunded to the applicant. Work must be inspected during construction by the Department of Public Works, County of Henrico.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Company Name**  
**Address**  
**By**  
**Phone No.**

**Name of contact person and phone number to call in case of emergency:**

Permission is hereby given to (Name) \_\_\_\_\_ by the County of Henrico, under the powers granted to it by Act of Assembly-1942 to perform the work described at the locations given as set forth above as shown on the plan or sketch submitted in conformance with the attached Special Provisions

**Approved** \_\_\_\_\_

**Time limit expires on:** \_\_\_\_\_

**County of Henrico, Virginia**

**By:** \_\_\_\_\_

**Please attach plans/sketches to this application**

**COUNTY OF HENRICO  
DEPARTMENT OF PUBLIC WORKS**

**Special Provisions for Work in County Right-Of-Way**

This permit is issued with the full understanding that all work shall be performed in a manner acceptable to the Department of Public Works (DPW) at all times. It shall be further understood that this permit can be revoked for unsatisfactory work or failure to comply with the below list of governing conditions for work in the County right-of-way.

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

**Special Provisions:**

1. The applicant shall be responsible for any and all defects resulting from the work in County right-of-way for a period of 12 months from the date all work is completed. Defects shall include but are not limited to pavement, trenches, shoulders, ditches, lawns, pipes, driveways, sidewalks, curb and gutter, etc.
2. A minimum of 24 hours prior to any work, notify the DPW construction inspector. Normal work days are Monday through Friday from 8:00AM to 4:30PM, but shall not include any County observed holidays. Work on Saturdays must be coordinated with DPW Construction Division 48 hours in advance of the work. Work on Sunday is prohibited.
3. Traffic control shall be in accordance with the latest edition of Virginia Work Area Protection Manual and it shall be the sole responsibility of contractor to install, maintain, and remove. Additional signs, barricades, certified flaggers, electronic arrows and other traffic control devices may be required by the Traffic Engineer, depending on the nature and location of the work. Installation, changes, and removal of traffic control devices shall be performed by the contractor or his representative possessing an active VDOT Intermediate Work Zone Traffic Control Training and Flagger certification. A representative having, at a minimum, Basic Work Zone Traffic Control Training and certification shall be on-site during all construction activities requiring temporary traffic control. Unless approved by the Traffic Engineer, all lanes of traffic shall be open at the close of each work day.
4. The Traffic Engineer shall be notified 24 hours in advance of lane closures or traffic restrictions on arterial or collector roads. Depending on the scope of work, traffic control requirements and public notification requirements, additional notification time may be necessary. Unless otherwise approved, lane closures on arterial and collector roads will be permitted only between 9:00 a.m. and 3:30 p.m.
5. All road closures shall have prior approval of the Traffic Engineer. Sufficient notification of the anticipated road closure is essential to allow for required detour signing and appropriate notifications to the general public, schools, public transportation and emergency services.
6. Henrico County Public Schools – Pupil Transportation shall be notified 24 hours in advance of any road closures or traffic restrictions on all county roads. HCPS Pupil Transportation points of contact for road construction information are as follows. Call main phone number 804-226-5577 and also email Josh Davis (Director)

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cjdavis@henrico.k12.va.us, Kevin Roye (Assistant Director) ktroye@henrico.k12.va.us,  
and Alyson Beverly (Routing) akbeverly@henrico.k12.va.us

7. Use of steel plates shall be prohibited unless approved by the Traffic Engineer.
8. No open excavation shall be allowed after the close of the workday.
9. Unless otherwise approved by the Traffic Engineer, no equipment or materials are to be left in the County right-of-way after work hours. Should permission be given to allow equipment and materials in the right-of-way after work hours, Group II channelizing devices (plastic barrels with prismatic sheeting) shall be used to delineate the area. Equipment and materials shall be placed in areas that would have no adverse impact to the property owners and shall not obstruct any sight distances.
10. Dust shall be controlled by watering or applying calcium chloride whenever determined necessary by DPW.
11. All dirt, mud and debris tracked onto roadways shall be immediately removed and the road cleaned.
12. The applicant shall comply with all state and federal environmental regulations as well as the County of Henrico Environmental Ordinance (Chapter 10) requirements. All erosion control should be performed in a manner consistent with the Virginia Erosion and Sediment Control Handbook and Chapter 5 of the Henrico County Environmental Compliance Manual.
13. In accordance with Sec. 10-32 of the Henrico County Code, an Environmental Compliance Plan (ECP) must be provided for projects with land disturbance of 2500 S.F. or greater. The ECP must satisfy the requirements set forth in Chapter 5 of The County of Henrico's Environmental Compliance Manual. Please use the link provided for a thorough explanation of what is required.  
<http://henrico.us/pdfs/works/Chapter05ENVIRONMENTALCOMPLIANCEPLAN.pdf>
14. Prior to any work in or adjacent to streams and/or wetlands, contact DPW's Environmental Inspector at 727-8328 / 727-8325.
15. Access to adjacent properties shall be maintained at all times.
16. When it appears that the permitted work may have some impact to adjacent private or commercial properties, the applicant shall inform the owners of the proposed work and keep them apprised of time schedules, delays, impacts, changes in pedestrian and vehicle access or traffic patterns and final restoration plans.
17. Restoration of road and earth disturbances shall be on-going as work progresses.
18. All disturbances shall be restored to pre-construction condition to the satisfaction of DPW.

19. Install cable, manholes and/or boxes as close to the right-of-way line as possible. If utility easements are available the facilities shall be installed beyond the right of way within easements. Navigating may be required on backside of ditches in wooded areas.
20. The applicant shall coordinate utility installations with developer and/or owner in areas of on-going development.
21. Unless otherwise approved, utility installations shall maintain 24” horizontal and 12” vertical minimum clearances from the outside diameter of storm sewers and structures.
22. Utility installations across paved driveways, sidewalks, landscaped areas, irrigation systems or sodded lawns shall be bored/navigated unless approved by the Construction Division.
23. When open cutting of driveways and sidewalks is permitted, replacement shall be from the back edge of the trench to the edge of pavement or curb and gutter. Prior to excavation, trench limits shall be sawcut full depth, so as to avoid damage to sections to remain.
24. Disturbed shoulders, ditches and slopes shall be restored to the original typical sections with regards to widths, slopes and elevations and vegetated in a timely manner.
25. Disturbed mailboxes and roadway signs shall be reset immediately after backfill and no later than the close of each workday. Regulatory signs (stop, yield, etc.) shall be maintained at all times.
26. Disturbances to gravel driveways shall be restored with the same type of aggregate.
27. Damage to storm sewers and/or drainpipes shall be reported immediately to DPW and shall be repaired or replaced, prior to the end of each workday, as directed by DPW.
28. Storm sewer pipe shall be inspected by County Inspector prior to backfilling and compacting trench. Any Storm sewer pipe installed without Inspector approval shall be subject to video inspection per VTM 123 or may be required to be removed at contractor’s expense. Video inspection files will be supplied to County for approval and County records.
29. Trenches for utility installation shall be of sufficient width to allow for the operation of appropriate compaction equipment. Trenches within roadway shall be backfilled with No. 21B stone in uniform compacted lifts to 95% of maximum dry density, per Appendix C, Drawing C-28.
30. Open cut trenches within 2 feet of the existing edge pavement will require the edge of

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pavement to be re-constructed as directed by DPW Construction Division.

31. Asphalt pavement shall be restored in accordance with the attached sketches using VDOT approved materials and asphalt mix designs. Flush patching will only be permitted for a single isolated transverse cut in the pavement, an isolated disturbance for an abandonment and /or an adjustment to a valve box and/or manhole frame and cover. Whenever possible, patches in close proximity to each other (valve removal, abandonment, existing patches etc.) shall be combined into one uniform patch. Patches within existing patches will not be allowed. The existing patch shall be removed and replaced along with the new restoration to form one uniform patch. Flush patches are considered permanent and must be installed in a professional manner with reasonably square corners, smooth and uniform. If unacceptable, the patch must be removed and replaced until deemed acceptable by DPW.
32. Multiple transverse cuts, "Miss Utility" test holes or longitudinal cuts in the pavement will require full width asphalt overlays throughout the length of disturbance. Asphalt overlays shall be transitioned (10' min.) to tie to existing roadway elevation. In curb and gutter sections, milling will be required prior to placement of the overlay. Generally, it will be acceptable to mill only the curb lanes unless the road has been previously overlaid, in which case the entire road must be milled to avoid undesirable cross slopes. Unless otherwise approved, temporary or permanent asphalt shall be placed in trenches at the close of each workday. Prior to asphalt overlays, all manhole frame and covers and valve boxes shall be adjusted to proposed finished grade. In shoulder sections, a 12:1 wedge of No. 21B stone to match the surface of the existing shoulder, shall be placed along overlay to tie-in the shoulder to the finished grade of the overlay. Asphalt overlay shall be a minimum of 2" in depth. Pavement restoration limits shall include all test holes and be in accordance with the attached sketch for flush patches.
33. Pavement joints shall be minimized as much as possible.
34. Where asphalt overlays are required in road intersections, the overlay must encompass the entire intersection. To avoid raised joints and uneven pavement, the overlay shall terminate at the far radius point. If curb and gutter exist around the returns, pavement milling will be required prior to the overlay. Where asphalt overlays are shown to terminate within close proximity of another overlay, an existing joint, an intersection or end of road, the asphalt overlay must be extended as directed by the construction inspector to the logical point of termination.
35. Asphalt Surface Course and Asphalt Base Course shall be a VDOT approved mix design with a minimum lay down temperature of 250° F.
36. In curb and gutter sections and areas where overlay would create undesirable cross slopes, it will be necessary to mill the lanes, throughout the length of disturbance, to a depth of 2 inches prior to the full width road overlay. Provide a consistent cross slope from the crown of the roadway to the edge of pavement. Deviation from a consistent cross slope shall be limited to a maximum 1% variation. At no time shall the cross slope from the crown of the roadway to the edge of pavement create a "valley" like section of pavement in the travel way. Temporary wedges shall be placed for

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a transition onto uneven pavement. It shall be the design engineer's responsibility to determine existing roadway cross slope. Pavement cores shall be taken for each roadway that will enable the design engineer to determine that the existing pavement structure depth allows for the roadway to be milled and overlaid without subbase materials being disturbed. Pavement core location and data shall be shown in project plans. "Edge Milling" is not allowed. The repaving of milled areas shall be performed within 3 days of the milling operation.

37. The applicant shall be responsible for replacing all disturbed pavement markings and messages within 48 hours of pavement restoration. VDOT certified pavement marking contractors shall perform the work.
38. Prior to any work adjacent to a signalized intersection, the applicant shall contact "MISS UTILITY" and DPW signal shop at 727-8303. The applicant shall be responsible for all costs associated with damage to loop detectors, underground conduit, junction boxes, cables, etc.
39. Unless otherwise approved, trenches within shoulders shall be backfilled entirely with No. 21B stone in uniform compacted lifts. In addition, 2" of topsoil shall be placed over disturbed areas where grass shoulders existed and areas seeded. Areas outside of the roadway prism shall be backfilled with suitable material in compacted lifts. Surplus and unsuitable excavation shall be removed from the right-of-way and properly disposed of at an approved location.
40. When proposed work is within 250 LF of a signalized intersection, and/or when required by the Traffic Engineer, off-duty police shall be used in conjunction with temporary traffic control requirements. Applicant is responsible for all associated costs of traffic control.
41. The restoration of concrete items within the County right-of-way and easements shall be made with Class A3 Concrete in accordance with VDOT specifications.
42. For future identification purposes, hand holes, manholes and/or junction boxes shall have the name of the company owning the facility, permanently marked on all access covers.
43. Approval of this permit does not guarantee that sufficient space exists within the County right-of-way for the placement of any portion of this facility. Changes in the routing of the cable and/or easements may have to be obtained by the applicant to facilitate the installation.
44. All contractors working within the Right of Way shall have their company name visible on both sides of all work vehicles. Any subcontractors working on behalf of a permitted contractor shall be listed on the permit as a subcontractor.
45. Upon completion of the work, the contractor/owner shall be responsible to contact the County construction inspector 48 hours in advance and request a final inspection. When the final inspection is complete and approved, a one year warranty period will begin. 90 days prior to the end of the one year warranty period the contractor/owner

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shall request in writing that the posted bond be released. The bond will be released if no additional repairs are determined to be necessary.

Contact numbers:

Construction Division	727-8249
Traffic Engineer	727-8282
Environmental Inspector	727-8328

## **AGREEMENT FOR USE OF PUBLIC RIGHTS-OF-WAY IN HENRICO COUNTY, VIRGINIA**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between \_\_\_\_\_ (hereinafter referred to as “User”)  
and the County of Henrico, Virginia (hereinafter referred to as “County”) to establish the  
conditions for use of the County’s rights-of-way.

1. The County agrees to give the User whatever rights it has for the User to perform work in the County rights-of-way pursuant to each permit issued by the County Department of Public Works. User shall be responsible for obtaining the permission



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of any other County, state or federal government agency whose permission is required to work in the County's rights-of-way.

2. User shall obtain a permit for each project in which work will be done in the County's rights-of-way. Issuance of each permit shall be based upon the County review of plans indicating the work to be done. User agrees to comply with all provisions of each permit and the project plans which have been reviewed by the County. Should User discover conflicts or other conditions that prevents it from working as specified in the User's plans, User shall notify the County Department of Public Works 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 County rights-of-way.

3. User assumes full responsibility for all damage to the County 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 County rights-of-way. User shall defend and hold the County and its officers, employees and agents harmless for all damage to persons or property caused by work performed by the User in or outside of the County rights-of-way. The County shall be responsible for damages to persons or property caused by the negligent acts or omissions of the County during work in the right-of-way.

4. User shall maintain as-built plans and records of all facilities and equipment in the County rights-of-way and make such records available to the County upon request.

5. User shall resolve any conflict with existing utility facilities in the County rights-of-way at the time User (i) installs its facilities and equipment or (ii) changes the use of its facilities and equipment within the County rights-of-way.

6. User shall comply with all requirements imposed by each permit, including time limits for the work, the payment of any permit application and inspection fees, and the provision of a financial guarantee, conforming to the attached schedule, required by the County Department of Public Works to insure 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.

7. Underground installations shall be at a minimum depth of thirty-six (36") inches.

8. User shall be permitted to work in County rights-of-way during the hours provided in the permit. Emergency work will be permitted to take place during hours other than those stipulated on the permit 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 County Department of Public Works as soon as practical of the emergency condition which exists. The

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User will be permitted to work in the County rights-of-way until the emergency condition has been resolved.

9. User shall not be permitted to work in County rights-of-way on the holidays specified in the permit except during emergency conditions as defined in paragraph number 8 above. When such an emergency occurs, the User shall advise the County Department of Public Works as soon as practical of the emergency condition which exists. The User will be permitted to work in the County rights-of-way until the emergency condition has been resolved.

10. When specified on the permit, a pre-construction meeting will be held with the County Department of Public Works prior to the start of work. User shall not be permitted to work in any areas not covered by the permit and plans unless otherwise approved by the County Department of Public Works.

11. User must relocate its facilities and equipment located in the County rights-of-way at its expense, upon notification from the County that the County has need for the area in which 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 County 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 County Department of Public Works agrees to a longer period in writing. The County shall provide room within the relocated rights-of-way for User's reinstallation of its facilities and equipment.

12. Upon request from the County for such information, User must inform the County whether the User's facilities and equipment located in a specified portion of the County rights-of-way have been abandoned. The User shall field check its facilities and equipment and advise the County, in writing, of the status of its facilities and

equipment. The County shall be entitled to require removal of the abandoned

facilities and equipment if User does not wish to transfer title to County or if County has no use for the abandoned facilities and equipment. All notices under this Agreement shall be sent to the addresses listed with the written request for such information.

13. This agreement shall not be transferred to third parties without the County's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the User has the right to assign or transfer its rights, privileges and obligations created under this Agreement to a subsidiary of the User without the County's prior written consent so long as said sale, lease or assignment is made subject to this Agreement.

14. User shall provide a certificate of insurance or letter of explanation showing that they meet the attached insurance specifications with their application for a permit. The insurance specifications can be met through any combination of purchased insurance and/or self-insurance as long as it is spelled out on the certificate or in the letter of explanation. All submissions shall be subject to review and approval by the County. This insurance must remain valid as long as the User has facilities in the County right-of-way to cover maintenance of the facilities and potential liability concerns.

15. In the event that the User fails to comply with any material term of this Agreement or any related permit, the County shall provide written notice to User of the noncompliance and further provide the User a reasonable opportunity to cure such noncompliance prior to terminating the agreement.

16. This Agreement shall remain in effect until such time that the County determines a need for revisions to address changes in policy, regulations or requirements. In such a situation, the County shall advise the User of the revised Agreement. Any permits obtained under this Agreement prior to the notification of the revised Agreement shall continue to be governed by this Agreement. Any permits requested after the above notification shall be governed by the revised Agreement.

WHEREFORE, the parties have executed this Agreement by the signatures below.

<b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>COUNTY OF HENRICO</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
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### SCHEDULE FOR CALCULATING FINANCIAL GUARANTEES FOR WORK IN COUNTY RIGHTS-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 work in the County 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 \$1,000.00

ITEM	UNIT
Manhole or Junction Box	\$ 1,500.00/each
Bores (under roads/drives)	
Two Lane Road	\$ 1,000.00/each

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Three Lane Road	\$ 1,500.00/each
Four Lane Road	\$ 2,000.00/each
Each Additional Lane Over Four Lanes	\$ 500.00/each
Directional Bores (other than roads/drives)	\$ 1.00/linear foot
Trenching	
Inside Pavement	\$ 10.00/linear foot
Outside Pavement	\$ 1.00/linear foot
Poles	\$ 1,000.00/each

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 City of Richmond, Chesterfield County or Henrico County, 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 County named as an additional insured. In addition, the insurer shall agree to give the County 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<br>\$1,000,000 each occurrence |
| <br>            |  |
| Property Damage | \$1,000,000 each occurrence                            |

OR



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Single Limit: Bodily Injury Property Damage	\$2,000,000 each occurrence
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3. Comprehensive General Liability. Limits of Liability –

Bodily Injury	\$1,000,000 each occurrence
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Property Damage	\$1,000,000 each occurrence
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OR

Single Limit: Bodily Injury Property Damage	\$2,000,000 each occurrence
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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.”

