

# RIGHT-OF-WAY EXCAVATION PERMIT APPLICATION

Submit 2 copies of application, site plan, cost estimate, and (if required) traffic control plan

Permit # _____
Issue Date: _____
Issued for _____ calendar days
Permit Fee: \$ _____
Bond Amount: \$ _____

**48 Hour Advance Notice** is required to perform work in the right of way after permit has been issued. Please Email to [appinfo@RoanokeVA.gov](mailto:appinfo@RoanokeVA.gov) or Fax to 540-853-1270 prior to starting work.



I. Application Date: \_\_\_\_\_ Requested Permit Duration: \_\_\_\_\_ calendar days  
Proposed Work Hours: from \_\_\_\_\_ .M. to \_\_\_\_\_ .M. Utility Owner Name: \_\_\_\_\_  
Worksite Address: \_\_\_\_\_ Quadrant: \_\_\_\_\_ Tax Map #: \_\_\_\_\_  
Permittee Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Permittee Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)  
Project Manager: \_\_\_\_\_ Phone # \_\_\_\_\_ Email: \_\_\_\_\_

II. **Description of Work for Street Improvements:** If part of a Site Plan, Approved Plan No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. **Description of Work for Utility:** Utility Type: \_\_\_\_\_  
A. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
B. **Method of Construction:**  
 Open Cut  Direct Bury  Horizontal Directional Drilling (HDD)  Other:  
C. **Limits of Initial Repair- please list cut size in feet for each pavement type:**  
Asphalt Pavement: \_\_\_\_\_ (l) x \_\_\_\_\_ (w) across \_\_\_\_\_ lanes  
Sidewalk: \_\_\_\_\_ (l) x \_\_\_\_\_ (w) Grass: \_\_\_\_\_ (l) x \_\_\_\_\_ (w) Curb: \_\_\_\_\_ (ft.) No. of Concrete Entrances: \_\_\_\_\_  
Other: \_\_\_\_\_  
D. **Limits of Final Pavement Restoration (mill and overlay) – refer to Paving Program Candidate List:**  
Pavement Markings:  Yes  No  
[ ] Street on two-year Paving Program Candidate List: Final Restoration not required  
Estimated Limits of mill and overlay: \_\_\_\_\_ (l) x \_\_\_\_\_ (w), Adjust \_\_\_\_\_ manhole rims  
**Limits of Final Pavement Restoration are subject to adjustment by the Public Infrastructure Inspector.**

IV. **Estimated Cost of Restoration Work: \$ \_\_\_\_\_ (attach estimate worksheet)**

V. **SPECIAL INSTRUCTIONS AND/OR PROVISIONS – OFFICE USE ONLY:**  
\_\_\_\_\_  
\_\_\_\_\_

## RIGHT-OF-WAY EXCAVATION PERMIT APPLICATION – PAGE 2 OF 2

Application Date: \_\_\_\_\_ Permit #: \_\_\_\_\_ (to be issued by City)

A Permit Application will not be reviewed unless accompanied by a scaled site plan of proposed work. Site plan shall show all proposed work requested on the application and shall also show city right of way line, edge of pavement, curb & gutter, sidewalk, driveways, closest cross street, city trees and landscaping, north arrow, drawing scale, and existing utility lines and storm drain inlets in the vicinity of the proposed Excavation. All work shall be done in accordance with this application or as amended by this office. Detailed traffic control plan must be provided, if required. Please submit application and site plan in duplicate (2 copies). Allow ten (10) business days for review.

**LIABILITY OF PERMITTEE:** Each Permittee is wholly responsible for the quality of the Excavation performed in the Public Right of Way and is liable for all consequences of any such Excavation and any Facilities installed in the Public Right of Way. Permittee is responsible for any acts or omissions of Permittee's employees, agents, or subcontractors. Permittee agrees and binds itself to indemnify, keep and hold the City, its officers, agents, and employees (hereafter collectively referred to in this paragraph as City) free and harmless from any and all claims, causes of action, damages or any liability, including reasonable attorney's fees and costs, on account of any injury or damage of any type to any persons or property (including City property) growing out of, or directly or indirectly resulting from, any act or omission of Permittee or Permittee's employees, agents, or subcontractors, including but not limited to: (a) Permittee's use of the public ways or other areas of the City; (b) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of Permittee's facilities within the Public Right of Way; or (c) the failure, refusal or neglect of Permittee to perform any duty imposed upon or assumed by Permittee by or under its permit. The issuance of any permit, inspection, repair, or suggestion, approval or acquiescence of any person affiliated with the Division shall not excuse the Permittee from such responsibility or liability.

The applicant further agrees to accept full responsibility to provide work zone safety in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and the Virginia Work Area Protection Manual.

**WARRANTY:** In the event that subsurface material, curbing, sidewalk, or pavement over or immediately adjacent to any Excavation should become depressed, broken, or fail in any way or should landscaping restoration efforts fail to provide 90 percent coverage within two (2) years after the Excavation has been completed and designated as such by the City, and that is attributable to the Excavation or performing the Excavation, the Permittee and the Permittee's subcontractor who did such work in the Right of Way shall make the necessary repairs as directed by the Division. The Transportation Division shall notify the Permittee or subcontractor of the condition, location, and the required remedy, and such Permittee or subcontractor shall repair or restore, or cause to be repaired or restored, such condition to the satisfaction of the Transportation Division within thirty (30) calendar days of the notification. If a failure poses a hazardous situation, the Permittee or subcontractor shall restore such condition within seventy-two (72) hours of the notification. The Permittee shall notify the Inspector when the required warranty repair or restoration is completed. The Transportation Division may extend the time for such party to repair or to restore the affected Public Right of Way. All warranty repairs shall comply with Section 5 of the City of Roanoke Right of Way Excavation and Restoration Standards (Standards.) All repairs to areas damaged as a result of performing the work covered under the permit shall be covered by the warranty. All such repair or restoration work shall be subject to an additional warranty period of two (2) years from the date of completion of such work. Failure of any such work will be repaired or restored as set forth above or as otherwise provided in the Standards.

**I certify that the above information is accurate, that proper permission from the utility owner has been obtained to perform any work on the utility owner's facilities, that all work will be done in accordance with the current edition of the City of Roanoke Right of Way Excavation and Restoration Standards, and that the owner and the undersigned, if different, agree to the terms of such Standards.**

\_\_\_\_\_  
**Signature of Permittee or Authorized Agent**  
(original signature required for approval)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of Permittee or Authorized Agent**

Approved: \_\_\_\_\_

**City of Roanoke Authorized Agent**

\_\_\_\_\_  
**Date**