



AGREEMENT IN LIEU OF AN EROSION AND SEDIMENT CONTROL PLAN FOR ONE OR TWO FAMILY DWELLINGS

There is NO Application Fee for this Permit.

Name of Landowner _____

Street Address of work: _____

TAX MAP/PARCEL #: _____

I _____ certify under penalty of law that the Area to be disturbed

Print Name

is less than 10,000sf. _____

Signature

RESPONSIBLE LAND DISTURBER (RLD)

Name: _____ (Phone #) _____

Mailing Address: _____

Certification #: _____ Email: _____

COPY OF RLD CERTIFICATE REQUIRED IF DISTURBED AREA IS GREATER THAN 10,000SF BEFORE PERMIT CAN BE ISSUED!

In lieu of submission of an erosion and sediment Control plan for the construction of this single family dwelling, I agree to comply with all requirements determined necessary by the Erosion and Sediment Control Program Administrator. Requirements shall be based on the conservation standards contained in the Code of the City of Radford, Chapter 31, entitled "Erosion and Sediment Control Ordinance" and the "Virginia Erosion and Sediment Control Handbook", as amended.

The owner or his representative shall utilize mulching, silt fencing and a gravel construction entrance to ensure that silt does not leave the property during construction. These measures shall be in place prior to construction. All storm water conveyance measures must be installed according to "Handbook" standards. As a minimum, all denuded areas on the parcel shall be stabilized within 7 days. At any time grading activity will cease for more than 30 days the site will be stabilized with temporary seeding and within 7 days of final grading with permanent vegetation. Failure to permanently stabilize sites will result in the withholding of final occupancy permit.

This Permit is valid for one year from date of issuance.

I understand that failure to comply with such requirements within five working days following notice by the representatives of City of Radford may result in a stop work order and further legal action or fees.

Measures Specified by the Plan Approving Authority (in addition to those identified above):

- **PREVENT SEDIMENT FROM ACCUMULATING ON ALL ROADS**
- **PREVENT SEDIMENT FROM ENTERING ADJACENT PROPERTIES, WATERBODIES and WATERCOURSES (INTERMITTENT AND PERENNIAL)**
- **KEEP DEBRIS and SEDIMENT OUT OF DITCHES, SWALES AND STREAMS**
- **PLEASE COMPLETE the BACK of this form and TELL US WHAT ADDITIONAL CONTROLS YOU WILL USE.**

CONTACT THE ENGINEERING DEPARTMENT (540) 731-3603 ONCE E&S MEASURES ARE INSTALLED AND PRIOR TO BEGINNING LAND DISTURBANCE

Signature of Landowner/Applicant: _____

REQUIRED BEFORE PERMIT CAN BE ISSUED!

(Staff use only) Land Disturbing Permit # _____ SFR- _____

Approved by: _____ Date: _____

City Designated Agent

Cc: Erosion and Sediment Control Inspector



THE FOLLOWING E&S CONTROLS ARE REQUIRED ON YOUR PROJECT

Please initial that you understand each control.

_____ **TEMPORARY STONE CONSTRUCTION ENTRANCE:** A stabilized stone pad of VDOT # 1 stone with a filter fabric underliner located wherever traffic will be entering a public road or paved area to prevent mud from being brought onto the roadway. #3.02

_____ **SILT FENCE:** A temporary sediment barrier consisting of a synthetic filter fabric stretched across and attached to supporting posts and entrenched to intercept and detain small amounts of sediment including areas around stock piles. #3.05

_____ **TEMPORARY SEEDING:** The establishment of a temporary vegetative cover on disturbed areas by seeding with appropriate rapidly growing annual plants for any areas that will not be brought to final grade within 30 days. This must be accomplished within 7 days of completion of this segment of the project. This applies to driveway cuts. #3.31

_____ **PERMANENT SEEDING:** The establishment of a permanent vegetative cover on all disturbed areas within 7 days of completion of final grading. Failure to do so will result in the withholding of a final Certificate of Occupancy and possible Code enforcement. #3.32

ADDITIONAL E&S CONTROLS YOUR PROJECT MAY REQUIRE

Please initial those controls to be used on your project:

_____ **SAFETY FENCE:** A protective barrier installed to prevent access to an erosion control measure. #3.01

_____ **CULVERT INLET PROTECTION:** A sediment filter located at the inlet to storm sewer culverts to prevent sediment from entering or accumulating in and being transferred by a culvert prior to permanent stabilization of a disturbed project. including driveway culverts. #3.08

_____ **STORM WATER CONVEYANCE CHANNEL:** A permanent, designed waterway, shaped, sized and lined with appropriate material to safely convey storm water runoff within or away from a developing area to a receiving area without damage from erosion. #3.17

_____ **OUTLET PROTECTION:** Structurally lined aprons placed at the outlets of pipes, culverts or paved channel sections, used to prevent scour at storm water outlets, and to minimize the potential for down stream erosion. Including driveway culverts. # 3.18

_____ **MULCH:** Application of plant residue or other suitable materials to the soil surface to prevent rain impact erosion and runoff damage to areas recently seeded denuded areas. #3.35

MAINTENANCE AND REPAIR OF E&S CONTROLS

IT IS FURTHER UNDERSTOOD THAT ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED AND REPAIRED AS NEEDED TO REMAIN EFFECTIVE AS A CONDITION OF CONTINUED CONSTRUCTION AND THAT FAILURE TO DO SO MAY HALT CONSTRUCTION OF THE PROJECT.

Responsible Land Disturber: _____

Signature of Landowner/Applicant: _____

REQUIRED BEFORE PERMIT CAN BE ISSUED!

Approved by: _____ Date: _____

City Designated Agent

(Staff use only) Land Disturbing Permit# _____ SFR- _____

This section has more than one version with varying effective dates. To view a complete list of the versions of this section see Table of Contents.

§ 62.1-44.15:55. (For expiration date -- see note) Regulated land-disturbing activities; submission and approval of erosion and sediment control plan

A. Except as provided in § 62.1-44.15:56 for state agency and federal entity land-disturbing activities, no person shall engage in any land-disturbing activity until he has submitted to the VESCP authority an erosion and sediment control plan for the land-disturbing activity and the plan has been reviewed and approved. Upon the development of an online reporting system by the Department, but no later than July 1, 2014, a VESCP authority shall then be required to obtain evidence of Virginia Stormwater Management Program permit coverage where it is required prior to providing approval to begin land disturbance. Where land-disturbing activities involve lands under the jurisdiction of more than one VESCP, an erosion and sediment control plan may, at the request of one or all of the VESCP authorities, be submitted to the Department for review and approval rather than to each jurisdiction concerned. The Department may charge the jurisdictions requesting the review a fee sufficient to cover the cost associated with conducting the review. A VESCP may enter into an agreement with an adjacent VESCP regarding the administration of multijurisdictional projects whereby the jurisdiction that contains the greater portion of the project shall be responsible for all or part of the administrative procedures. Where the land-disturbing activity results from the construction of a single-family residence, an agreement in lieu of a plan may be substituted for an erosion and sediment control plan if executed by the VESCP authority.

B. The VESCP authority shall review erosion and sediment control plans submitted to it and grant written approval within 60 days of the receipt of the plan if it determines that the plan meets the requirements of this article and the Board's regulations and if the person responsible for carrying out the plan certifies that he will properly perform the erosion and sediment control measures included in the plan and shall comply with the provisions of this article. In addition, as a prerequisite to engaging in the land-disturbing activities shown on the approved plan, the person responsible for carrying out the plan shall provide the name of an individual holding a certificate of competence to the VESCP authority, as provided by § 62.1-44.15:52, who will be in charge of and responsible for carrying out the land-disturbing activity. However, any VESCP authority may waive the certificate of competence requirement for an agreement in lieu of a plan for construction of a single-family residence. If a violation occurs during the land-disturbing activity, then the person responsible for carrying out the agreement in lieu of a plan shall correct the violation and provide the name of an individual holding a certificate of competence, as provided by § 62.1-44.15:52. Failure to provide the name of an individual holding a certificate of competence prior to engaging in land-disturbing activities may result in revocation of the approval of the plan and the person responsible for carrying out the plan shall be subject to the penalties provided in this article.

When a plan is determined to be inadequate, written notice of disapproval stating the specific



COMMONWEALTH of VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY

AGREEMENT IN LIEU OF A STORMWATER MANAGEMENT PLAN
SINGLE-FAMILY DETACHED RESIDENTIAL STRUCTURE

Construction Activity Operator:

Name: _____

Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email address (if available): _____

Location of Single-Family Detached Residential Structure:

Address (if no address description of location): _____

City: _____ State: _____ Zip: _____

County (if not located within a City): _____

In place of a Stormwater Management Plan for the construction of this single-family detached residential structure, I agree to comply with the requirements of this "Agreement in Lieu of a Stormwater Management Plan" (or other requirements as established by the Department when necessary) to ensure compliance with the applicable post-construction stormwater management provisions of the Virginia Stormwater Management Program (VSMP) Regulations.

REQUIREMENTS

- As required by the Construction General Permit (VAR10), a copy of this signed and dated "Agreement in Lieu of a Stormwater Management Plan" shall be maintained in my Stormwater Pollution Prevention Plan (SWPPP) for the construction activity.

- Post-construction runoff from the property shall be minimized to the maximum extent practicable and shall be controlled to prevent flooding or erosion damage from occurring on adjacent or downstream properties. In meeting this requirement, I agree to direct:
 - runoff from rooftops as non-erosive sheet flow to well-vegetated areas on the property to the maximum extent practicable,
 - runoff from on-lot impervious surfaces (e.g., driveways, parking areas, sidewalks) as non-erosive sheet flow to well-vegetated areas on the property to the maximum extent practicable, and
 - runoff from lawns as non-erosive sheet flow to undisturbed naturally-vegetated areas on the property to the maximum extent practicable.

I fully understand that not complying may result in the revocation of this “Agreement in Lieu of a Stormwater Management Plan” and that the submission of a project-specific Stormwater Management Plan in accordance with 9VAC25-870-55 of the VSMP Regulations may be required.

This “Agreement in Lieu of a Stormwater Management Plan” does not authorize land disturbance. Land-disturbing activities cannot begin until the applicable local Virginia Erosion and Sediment Control Program (VESCP) Authority provides authorization.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

(Please sign in INK. This certification must be signed by the operator of the construction activity identified above)

Insurance Requirements

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The insurer must list the member locality as an additional insured. The endorsement must be issued by the insurance company. The contract must state the insurance provided in the additional insured endorsement is primary without contribution from other insurance available to the additional insured. A notation on the certificate of insurance referencing the additional insured status is not sufficient.
- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee.
- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- 4.) The contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted. If the contractor has professional liability insurance on a claims made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. (NOTE: This is only needed when professional services are being conducted by the contractor. For example if the contractor is providing professional advice or design work, the professional liability coverage should be required.)
- 5.) The contractor will maintain builders risk coverage on a replacement cost basis for the duration of the contract. The limit will be the full replacement cost of the building and/or structures being built under this contract. The locality will be listed as an additional insured under this policy to protect any property owned at the construction site. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. (NOTE: This is not needed when repair work is being conducted. Also the locality may elect to add this exposure to their own property policy in lieu of requiring the contractor to maintain the builders risk policy.)
- 6.) The contractor will maintain a surety bond in an amount not less than the total amount payable to the contractor for the terms of this contract. The bond will be

issued by a company licensed to issue surety bonds in the Commonwealth of Virginia and has an A. M, Best rating of A- or better. (NOTE: A surety bond is not needed for short term or low value contracts.)

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

NOTE: In all cases we have used \$1,000,000 in liability coverage as a minimum. With larger contracts it is reasonable to require higher limits of coverage.

NOTE: You may want to include language that allows you to make an exception to these requirements. However we would caution against making any exception unless reviewed by the attorney for the locality.



100 Erie Ins. Pl. • Erie, PA 16530

EXAMPLE

CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -

CERTIFICATE HOLDER COPY

NAME AND NUMBER OF AGENCY	DATE ISSUED ###/###/####
	NAME AND ADDRESS OF CERTIFICATE HOLDER CITY OF RADFORD ATTN: JAY EANES 10 ROBERTSON ST RADFORD VA 24141-
NAME AND ADDRESS OF NAMED INSURED Name Address City	

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE			
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: PROJECT	Q#####	###/###/####	###/###/####	EACH OCCURRENCE	\$ 1000000		
				FIRE DAMAGE (Any one premises)	\$ 1000000		
				MED EXP (Any one person)	\$ 5000		
				PERSONAL & ADV INJURY	\$ 1000000		
				GENERAL AGGREGATE	\$ 2000000		
				PRODUCTS-COMP/OP AGG	\$ 2000000		
AUTOMOBILE LIABILITY OWNED	Q#####	###/###/####	###/###/####	BODILY INJURY (EACH PERSON)	\$ 300000		
				BODILY INJURY (EACH ACCIDENT)	\$ 500000		
				PROPERTY DAMAGE	\$ 250000		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$		
				EACH OCCURRENCE			
				AGGREGATE			
				STATUTORY			
				BODILY INJURY BY	ACCIDENT DISEASE DISEASE	\$	EACH ACCIDENT POLICY LIMIT EACH EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. IT DOES NOT AFFIRMATIVELY OR NEGATIVELY LIST, AMEND, EXTEND OR OTHERWISE ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF INSURANCE COVERAGE CONTAINED IN THE POLICY(IES) INDICATED ABOVE. THE TERMS AND CONDITIONS OF THE POLICY(IES) GOVERN THE INSURANCE COVERAGE AS APPLIED TO ANY GIVEN SITUATION. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND CERTIFICATE HOLDER.

ERIE INSURANCE

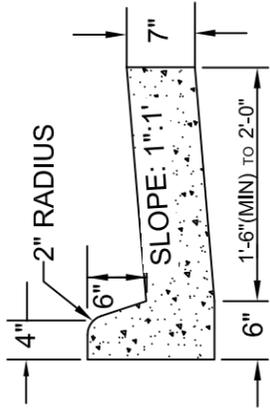
SEE REVERSE SIDE

AUTHORIZED REPRESENTATIVE

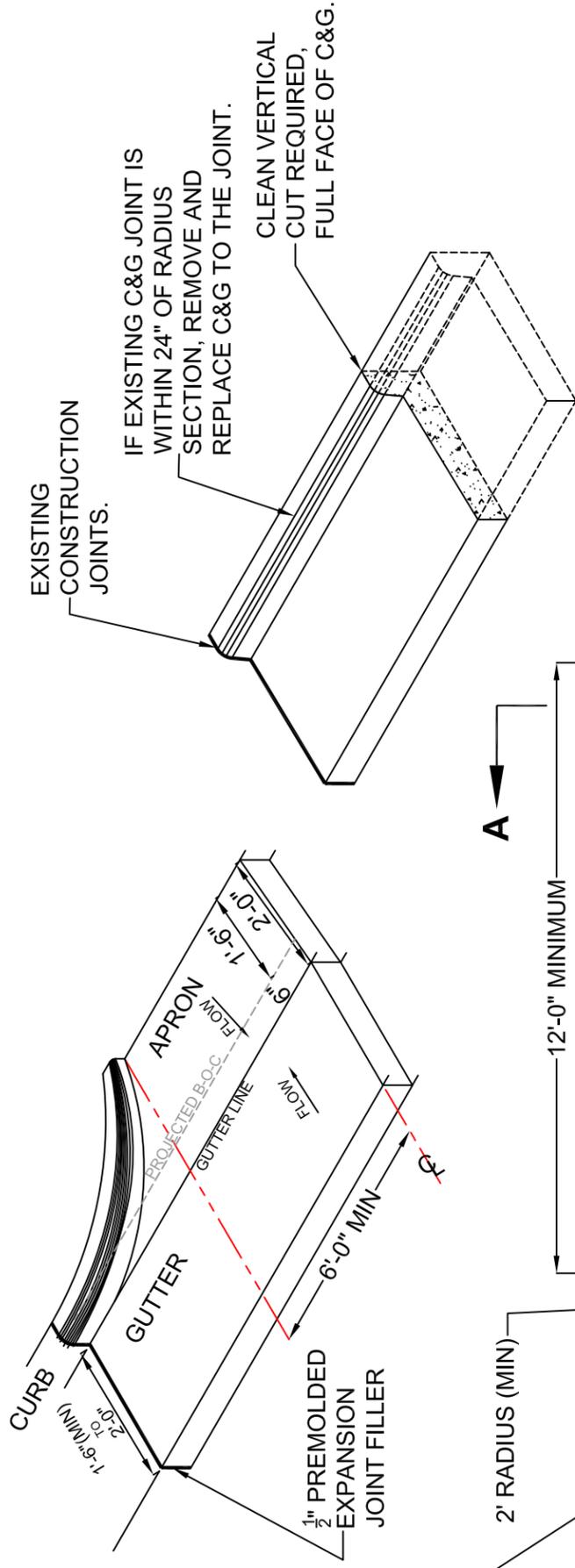
Marc Cipriani

RESIDENTIAL DRIVEWAY ENTRANCE DETAIL

STANDARD CG-6 CURB AND GUTTER



ISOMETRIC VIEW SHOWING EXISTING CURB REMOVAL



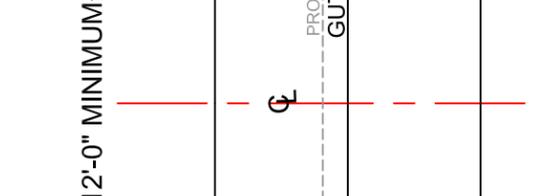
RADIUS SHALL BE NO CLOSER THAN 10' FROM THE PROPERTY LIMITS UNLESS APPROVED BY THE RADFORD CITY ENGINEER.

1/2" PREMOLDED EXPANSION JOINT FILLER (TYP)

STD CG-6

1'-6" (MIN) TO 2'-0"

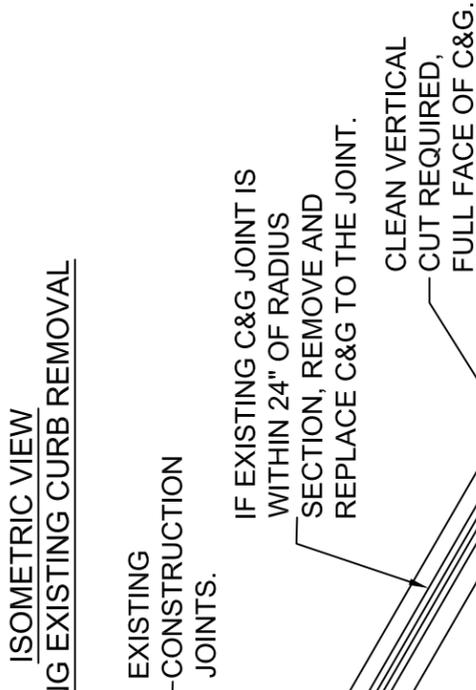
STREET



PLAN VIEW

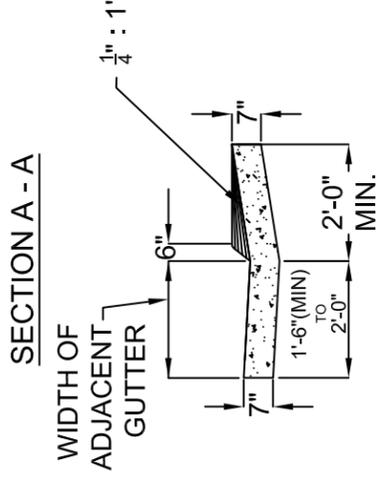
NOTE: TO BE USED IN AREAS WHERE NO SIDEWALK EXISTS OR NONE IS PLANNED.

APPROVED:  DATE: 4/26/18
 JAY C. EANES, ENGINEERING DEPT.
 CITY DESIGNATED AGENT



- ALTERNATE CURB REMOVAL**
- EXISTING CURB TO BE REMOVED FOR ALTERNATE ENTRANCE CONSTRUCTION
- ANGLE TO BE NO LESS THAN 60° NOR MORE THAN 90° FROM HORIZONTAL.
- CONSTRUCTION NOTES**
1. CURB TO BE SAW CUT AT EACH END.
 2. FACE OF BREAK AND CURB CUT TO BE COATED WITH BONDING COMPOUND IN ACCORDANCE WITH VDOT SPECIFICATIONS, SECTION 243.
 3. THIS METHOD OF CONSTRUCTION WILL BE ALLOWED AS AN ALTERNATE IN AREAS WHERE CURB AND GUTTER WAS PREVIOUSLY INSTALLED.
 4. IN THE CASE OF FAULTY WORKMANSHIP COMPLETE REMOVAL OF THE CURB AND GUTTER, AS SHOWN HEREON, WILL BE REQUIRED.
 5. ALL MATERIALS SHALL MEET OR EXCEED VDOT STANDARDS.

REFERENCE:
 VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, LATEST EDITION.



SECTION A - A



CITY OF RADFORD, VIRGINIA
 10 ROBERTSON STREET
 RADFORD, VIRGINIA
 ENGINEERING DEPARTMENT

DESIGNED BY: JEANES
 DRAWN BY: JEANES
 CHECKED BY: DRIDEATH

DATE: 03 SEP 14
 REVISIONS:
 26 APR 18