



OFFICE OF COMMUNITY DEVELOPMENT

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

APPLICATION FOR RIGHT OF WAY PERMIT

Application for (check box):

To be completed by staff:

	Type of Work Proposed:	Description	App Fee	Date Rec'd	Receipt No.
	Residential & Commercial Sidewalk/Driveway Approach	New & Existing	\$100		
	Minor Maintenance	Any work within the road ROW, including but not limited to installation, and repairs to existing above & below ground utilities (sewer, water, storm, gas, electric, etc.) serving residential property, which do not require bore, jack and tunnel or cutting into the pavement or sidewalk.	\$100		
	Bore, Jack & Tunnel	Repairs to existing underground utilities and installation of water and sewer leads for residential properties.	\$200		
	Pavement Cutting	For any purpose, including all utilities and installation of water and sewer leads for new & existing residential properties.	\$400		
	Major Maintenance	Applies to work within the road ROW for new construction, and repair of existing underground utilities, such as gas mains, fiber optics, electrical supply lines, and telephone (does not include residential service leads).	\$500		
	Annual Blanket Utility Permit	Limited to DTE Energy and Consumers Gas Companies	\$3,000		

This is an application for a permit to use, occupy, construct, operate, maintain, and/or repair within a City of Dexter street right-of-way, including curb cuts and/or road cuts.

Property Address: _____ Parcel Number: _____

Property Owner: _____

Property Owner Address (if different from property address): _____

Property Owner email: _____ Mobile: _____

Applicant Name (if different from Property Owner): _____

Applicant Address: _____

Applicant email: _____

Contractor (if different from applicant): _____

Contractor Address: _____

Contractor Email: _____ Mobile: _____

Describe project (i.e. operate, repair, construct/reconstruct, etc.): _____

Purpose (curb cuts, closures, etc.): _____

Application for Right-of-Way Permit - Page 2

Street(s): _____

Work Location: _____

Note: This permit does not relieve the applicant from complying with any and all requirements of law established by public bodies, governments, or agencies other than the City of Dexter. Applicant must apply for and obtain a plumbing permit from the Washtenaw County Building Dept.

Inspection: In all cases, the permit holder shall notify the Superintendent of Public Services as to specific time of commencement so that, if necessary, a City inspector can be present while work is in progress.

Costs: The City of Dexter reserves the right to bill for any expenses associated with this permit, including outside inspector, engineering and planning costs. The City reserves the right to request a performance guarantee, unless this application is for an annual permit.

Permit on Site: The on-site foreman responsible for activities subject to the permit shall maintain a complete copy of the permit on the job site at all times.

As part of this application, the applicant(s) agree to comply fully with the following provisions and specifications:

1. Applicant shall provide written notice of the commencement of any activities pursuant to this application to the Dexter City Superintendent of Public Works, or his authorized designee, no less than three (3) working days prior to such commencement. Road closures require a detour plan and approval ten (10) working days prior to closure. All construction and/or maintenance operations or activities subject to this permit application must be completed on or before _____.
2. All construction and/or maintenance operations or activities subject to this permit must be performed in a manner which fully complies with the City of Dexter's Street and Right-of-Way Ordinance and Design Specifications for site improvements as lawfully established.
3. The contractor must submit a Certificate of Insurance, which name the City of Dexter as an additional insured, in accordance with the City's Engineering Standard that satisfies the following requirements:
 - a. Workers' Compensation Insurance: The Contractor, or its subcontractors, shall procure and maintain throughout construction, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance: The Contractor, or its subcontractors, shall procure and maintain throughout construction, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor, Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
 - c. Motor Vehicle Liability: The Contractor, or its subcontractors, shall procure and maintain throughout construction Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the City of Dexter shall be named as additional insured. An ISO CG 20 10 or CG 20 26 are preferred forms to provide this coverage. It is understood and agreed by naming the City of Dexter as additional insured, coverage afforded is considered to be primary and any other insurance the City of Dexter may have in effect shall be considered secondary and/or excess.
 - e. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Manager or Construction Project Manager, City of Dexter, 8140 Main Street, Dexter, MI, 48130-1092.

- f. Owners’ and Contractors’ Protective Liability: The Contractor shall procure and maintain throughout construction, a separate Owners’ and Contractors’ Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Dexter shall be “Named Insured” on said coverage. Thirty (30) days’ Notice of Cancellation shall apply to this policy.

If any of the above coverages expire during the term of this contract, the Contractor, or its subcontractors, shall deliver renewal certificates and/or policies to City of Dexter at least ten (10) days prior to the expiration date.

Policies must be made available to the City of Dexter for examination as to their validity and any undesirable exclusion deemed improper by legal opinion rendered to the City regarding it. Underground construction, where applicable, will be specified in the coverage. In the event that the insurance is canceled, operations will stop before the cancellation date and will not resume until evidence is provided that proper insurance is again in effect.

- 4. The applicant hereto agrees, along with any and all of his/her agents, representatives, employees, designees, or assignees, to hold harmless the City of Dexter, any and all of its agents, representatives, employees, designees, or assignees, from any and all claims of suits arising from or pertaining to any injuries, accidents, property damages, or loss of limb or life, resulting from or occurring during any and all operations or activities pursued subject to this permit application.
- 5. If required by the City of Dexter, as represented by its City Manager, the applicant hereto shall procure and maintain during the term of activities or operations specified herein, public liability and property damage insurance in such amounts as are specified in Section 1.70 of the City of Dexter Engineering Design Specifications for Site Improvements.
- 6. Applicant may be required to submit a performance guarantee escrow bond based on 50% of the total cost of construction, as determined by the Superintendent of Public Services or the City Manager, acceptable as to form and substance to the City Manager; said bond shall be fully refundable upon performance of the conditions and specifications of the permit issued and in compliance with all applicable requirements of law. Applicant must provide justification for cost estimates.
 - a. Total Cost of Construction: _____

- 7. The following items must be attached to this application prior to permit issuance (please check if included):

	Location Map		Engineering Plans
	Specifications and Details		Performance Bond
	Proof of Insurance		Other: _____

- 8. The Applicant understands that the permit herein applied for and all rights and privileges associated with and pertaining thereto can be withdrawn by the City of Dexter at any time following issuance in the event of material noncompliance of any of the specifications or provisions set forth herein.
- 9. Water and sewer inspections shall be done prior to backfill. It is the responsibility of the permit holder to notify the Public Utilities Department.
- 10. The City of Dexter is not responsible for damage done to irrigation systems placed within the Public Rights-of-Ways.
- 11. The applicant shall inform the area residents and businesses at least 48-hours prior to commencement of work. Additional information, including the anticipated time and length of construction, any proposed traffic disruptions, and contact information for the responsible party shall be provided.

Requirements for Residential & Commercial Sidewalks and Driveway Approaches

- a. Sidewalks and driveway approaches required 3 inspections; form, sub-grade and final. It’s the responsibility of the permit holder to schedule inspections with the Department of Public Services.
- b. Contractor/Applicant must submit pre-construction photographs taken from parallel and perpendicular views of the proposed sidewalk and/or driveway approach.
- c. Sidewalks in new developments must be located 1-foot inside of the existing or planned public right-of-way line, as applicable.

- d. New sidewalks in existing neighborhoods must be located so as to preserve the character of the neighborhood; continue reasonable use and enjoyment of the subject yard; and avoid disturbing existing landscaping in the public right-of-way.
- e. Subgrade of all sidewalks must be at least 5.5 feet in width and must be compacted in place using a plate compactor.
- f. Residential sidewalks, not including that portion through driveway sections, must be constructed of four (4) inches of MDOT Grade P1 (21AA) concrete on compacted four (4) inches of Class II sand.
- g. Residential sidewalks through driveway sections shall be increased in thickness to six (6) inches of MDOT Grade P1 (21AA) concrete on compacted six (6) inches of Class II sand.
- h. Commercial sidewalks through driveway sections shall be increased in thickness to eight (8) inches of MDOT Grade P1 (21AA) concrete on compacted eight (8) inches of Class II sand and/or eight (8) inches 21AA crushed limestone.
- i. Cross slopes shall not exceed two (2) percent toward the street.
- j. Forms shall be placed along sidewalk and placed five (5) feet apart.
- k. Residential concreted driveway approaches shall be six (6) inches of MDOT Grade P1 (21AA) concrete on compacted six (6) inches of Class II sand and/or six (6) inches 21AA crushed limestone.
- l. Commercial concrete driveway approaches shall be eight (8) inches of MDOT Grade P1 (21AA) concrete on compacted eight (8) inches of Class II sand and/or eight (8) inches 21AA crushed limestone.
- m. Prior to final inspection, post construction photos shall be submitted to the Office of Community Development.

Hold-Harmless Agreement

By signing this application, the Applicant agrees to the following upon the issuance of a permit:

“To the fullest extent permitted by law the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Dexter, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Dexter against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Dexter, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, for all actions of the Applicant.”

As the duly authorized individual, I hereby apply for approval of this temporary outdoor service permit, affirm the above information, and agree that I will comply with the City’s Temporary Outdoor Service Permit requirements and rules and all other City requirements, ordinances, and other laws which apply to this temporary permit.

Applicant	Date	Contractor	Date
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Property Owner	Date
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