



Please submit form to:
DEPARTMENT OF PUBLIC WORKS
 33720 W. 9 MILE ROAD
 FARMINGTON, MICHIGAN 48335
 248/473-7250
 FAX: 248/473-7279
 Email: FarmingtonDPW@farmgov.com

RIGHT-OF-WAY-PERMIT

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE RIGHT-OF-WAY.

This form acts as an application for the permit and upon approval becomes the final permit for the work described herein.

PERMIT NUMBER:	DATE OF APPLICATION:
TYPE OF RIGHT-OF-WAY PERMIT:	RESIDENTIAL <input type="radio"/> COMMERCIAL <input type="radio"/>

SECTION NO:	INSPECTOR:
INSURANCE CERTIFICATE RECEIVED:	YES <input type="radio"/> NO <input type="radio"/>

FEE:	APPLICATION FEE	\$ 50.00
	CASH BOND*	\$ _____ (returned upon site approval)
	TOTAL DUE	\$ _____

*Amount dependent upon work location in right-of-way

The applicant (name) _____
 (Corp., property owner, contractor) _____

hereby makes application for a permit to CONSTRUCT, OPERATE, USE and/or MAINTAIN or to TEMPORARILY CLOSE a City of Farmington ROAD within the part of the right-of-way under the jurisdiction of the City of Farmington described as follows:

Name & location of road: _____
 for a period commencing _____ and ending _____

A detailed description of the desired facility and/or activity is as follows: (Include size, length, and type of facility; if underground, indicate depth below surface; if parallel to road, indicate distance from inside edge of facility to edge of pavement. If crossing under roadbed, describe method.

The above stated intentions will be carried out in accordance with plans, specifications, map and statements filed with the City of Farmington as part of this application, and if said application is approved, the above named applicant agrees to do the items on the reverse side of this permit.

APPLICANT	The application as requested above is hereby approved, subject to the conditions to which applicant therein agrees. The obligation to operate, use and/or maintain the facility to the satisfaction of the City of Farmington remains in force as long as the facility exists and is within the right-of-way under the jurisdiction of the City of Farmington.
NAME:	
SIGNATURE:	
ADDRESS:	
CITY:	
STATE: _____ ZIP: _____	<input type="radio"/> APPROVED <input type="radio"/> NOT APPROVED
PHONE:	NAME:
DATE:	SIGNATURE:
EMAIL:	DATE:

NOTE: This permit does not relieve applicant from meeting any applicable requirements of law or other public bodies or agencies.

1. The Applicant shall secure a permit from the City of Farmington prior to the commencement of construction or maintenance operations detailed in this application. Any contractor, upon commencement of work, assumes responsibility, along with the applicant, for any provisions of this application which may apply to him.
2. Any and all construction proposed under this application will meet all requirements of the City of Farmington together with the Supplemental Specifications set forth below.
3. Farmington shall not be liable for, and the Applicant shall hold harmless and indemnify Farmington and its, officials, agents and employees from all claims, injuries, property damage, or loss of life or property caused by, arising out of, or occurring in connection with the is Permit within the City's right-of-way or easement. Applicant shall furnish proof of insurance coverage for the term of the permit issued in accordance with Farmington's insurance specifications.
4. Applicant shall surrender the permit herein applied for; surrender all rights hereunder; cease operations; and remove, alter, relocate at applicant's own expense the facilities for which this permit is granted whenever ordered to do so by the City of Farmington because of the need for the area covered by this permit for public use or because of a default in any of the conditions of the permit. Upon failure to remove, alter, relocate or surrender the facilities pursuant to the order of the City of Farmington, reimburse the City of Farmington for its cost in doing same.
5. Nothing in this application shall be constructed to grant any rights whatsoever to any public utilities whatsoever except as to the consent herein specifically given, nor to impair anyway any existing rights granted in accordance with the constitution or laws of this State.
6. Additional conditions: _____

SUPPLEMENTAL SPECIFICATIONS

1. **INTENT:** Since a permit will have to be secured from the City of Farmington prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
2. **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The City of Farmington shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement.

Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
3. **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than 6 inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Sod and topsoil shall be replaced.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved sand or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having 2 ½ inch square openings, unless otherwise authorized.

Any excavation within right-of-way outside traveled portion of road must be maintained until all settlement has occurred and must be reshaped and seeded.

All excavation within traveled portion of road must be backfilled with sand and compacted. Special requirements to be determined by type of surface.
4. **CROSSING ROADBED BY TUNNELLING:** When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids remaining around the installation. The concrete shall be composed of one part of Portland cement and 10 parts of sand-gravel by volume. Sand-gravel shall conform to the requirements given in paragraph 3.
5. **CROSSING BY CUTTING GRAVEL ROADS:** All trenches are to be backfilled with approved material to within 12 inches of surface within the limits of the roadbed. Backfill methods will be as described in paragraph 3. All surplus excavated material will be disposed of as described in paragraph 2. The top 12 inches within the roadbed will be backfill with 8" of 4A limestone or slag topped with 4 inches of processed road gravel (M.S.H.D.22-A). Trenches outside of the roadbed will be backfilled in accordance with paragraph 3.
6. **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is used, the pavement shall be cut back so that the opening is at least 12 inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (M.S.H.D. 22-A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the Permit Licensee. Maintenance of the temporary pavement will be assumed by the City of Farmington if Contractor fails to do so and cost incurred will be deducted from Permit Licensee's deposit.
7. **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than 4 feet of cover between the top of roadway surface and the pipe.
8. **TREE TRIMMING OR REMOVAL:** This permit will be required for any proposed tree trimming or removal in the road right-of-way.
9. **Barricading/Flagging:** Shall meet the current MDOT and MUTCD requirements.
10. Any proposed operation in the right-of-way not covered by the above specifications submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City of Farmington or its duly authorized representative.

NOTE: THE FOLLOWING MUST BE ATTACHED TO APPLICATION WHEN APPLICABLE: 1. Plans, specifications and location of facility. 2. Traffic plan in cases of street closures.



CITY OF FARMINGTON DEPARTMENT OF PUBLIC WORKS

33720 W. Nine Mile Road
Farmington, MI 48335

Phone: 248-473-7250 Fax: 248-473-7279

E-mail: FarmingtonDPW@farmgov.com

RIGHT-OF-WAY RESTORATION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Permittee, is held and firmly bound unto the City of Farmington (herein called City), in the amount of \$5,000.00, cash, and _____, as Surety, is held and firmly bound unto the City of Farmington for the additional payment of \$5,000.00, both of which Permittee and Surety bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the City issued a Right-of-Way Permit to Permittee on _____ with respect to the installation of _____ within/under the City's public Right-of-Way, pursuant to Chapter 28, Article III of the City of Farmington Code of Ordinances on January 3, 2001; and,

WHEREAS, the requirement of Chapter 28, Article III and the Permit are incorporated by reference in and made a part of this Right-of-Way Restoration Bond which is being provided to satisfy the requirement of the applicable fees of the Permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if Permittee shall comply with all of the requirements and provisions of the Permit, as amended by the Permit, this obligation shall be null and void. Otherwise it shall remain in full force and effect.

Upon Permittee's default in one or more obligations under the Permit and/or Chapter 28, and failure to cure the default in response to notices to the Permittee and Surety by the City, resulting in the City exercising or having the right to exercise an option to perform some or all of the work required of Permittee by the Permit or Chapter 28, and the City notifying Permittee/Surety to pay City an amount of money up to the amount of this Bond that is documented by the City as being the cost it has or will incur in performing Permittee's obligations, the City shall use the cash bond posted as set forth herein to undertake or reimburse the City for the cost of the performance of restoration, and shall, further, send Surety notice to provide payment in amounts exceeding the initial cash bond of \$5,000,00. Surety agrees to deliver the required payment to the City within 30 days. The City payment notice shall be sent by registered mail or overnight delivery service.

At least 60 days prior written notice shall be given to the City by the Surety of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the City and Permittee.

Bond
Number: _____

Site
Address: _____

Tax
ID: _____

PERMITTEE

Date: _____

(See attached notarization of signature)

SURETY

Date: _____

(See attached notarization of signature)

STATE OF MICHIGAN

),

)ss

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ of
_____, its _____ on its behalf.

Notary Public

County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN

),

)ss

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ of
_____, its _____ on its behalf.

Notary Public

County, Michigan

My Commission Expires: _____