

CITY OF LUNA PIER

GUIDELINES FOR UTILITY WORK IN RIGHT-OF-WAY

Any utility provider or contractor intending to work within the roadway right-of-way shall obtain a permit from the City of Luna Pier for the proposed work. In order to accommodate utilities within the right-of-way, the following preferred locations shall be utilized whenever possible.

(Please note that the centerline of any given right-of-way may not match the centerline of the road.)

The following are the location ranges for the below listed utilities for various right-of-way ranges:

Utility	Location	66' Range	60' Range	SOq Range
Electric Power	from centerline of R/W	30'-33'	27'-30'	22'-25'
Telephone/Aerial	from centerline of R/W	30'-33'	27'-30'	22'-25'
Telephone /Buried	from centerline of R/W (opposite gas)	30'-32'	27'-29'	22'-25'
Gas	from centerline of R/W (opposite telephone)	30'-32'	27'-29'	22'-24'
Sanitary Sewer	from centerline of R/W	To be determined by City		
Water	from centerline of R/W (opposite sanitary)	To be determined by City		
Storm Sewer (ditch)	from centerline of R/W (both sides)	To be determined by City		
Cable TV	from centerline of R/W	30'-33'	24'-27'	20'-23'

The accompanying checklist shall be completed by the utility provider prior to work within the City of Luna Pier right-of-way along with 3 copies of the site plan. Each applicable item shall be addressed prior to approval. If an item cannot be provided, give an explanation in the comment column.

Item No.	Item	Included on Plans	Comments
1.	Location Map.		
2.	Proprietor information.		
3.	Cover sheet with map of project extent.		
4.	Owners of record and address for affected or adjacent parcels.		
5.	Street Names.		
6.	Location of proposed facility, including elevations of all structures, piping, or appurtenances.		
7.	Location of all physical structures, manholes, hydrants, trees, etc. Include size of trees for those to be removed.		
8.	Length, size, and type of each section of proposed pipe/conduit.		
9.	Note indicating that the contractor will field verify all existing utility locations, inverts and grades prior to start of any work.		
10	Identify all locations of staging and/or stockpiling of equipment and materials.		
11.	All existing facilities within the R/W or within 25-feet of the proposed facility.		
12.	Pavement types/limits (including driveways).		
13.	Dimensions of the proposed facility from existing pavement, property lines, right-of-way lines, and other facilities.		
14.	All plans shall show compliance with AASHTO standards.		
15.	Proposed parking locations for equipment & personnel. Note: Parking on non-motorized pathways and sidewalks is prohibited.		
16.	Utilities shall not be located within the Zone of Influence (45-degrees from the utility invert to the ground elevations) of any existing or proposed sanitary sewer or water main.		
17.	Road crossings shall be at a 90-degree angle to the adjacent road, whenever possible.		
18.	For proposed above-ground facilities a separate detail of each facility including dimensions shall be provided.		
19.	Above-ground facilities shall be installed outside of the site triangle.		
20.	Above-ground facilities shall be a minimum of 3-feet off of pedestrian pathways sidewalks.		

Item No.	Item	Included on Plans	Comment
21.	Horizontal locations of proposed and existing utilities, including all appurtenant structures. Offsets shall be from centerline of R/W.		
22.	Method of utility installation.		
23.	Location of physical road, R/W, MCDC* county drains, ditches, and all easements of record within project limits.		
24.	Copies of any proposed easements and any property owner's written consent, when necessary.		
25.	Details of any traffic control, soil erosion control and restoration.		
26.	Existing topography from centerline of R/W to 10 feet beyond R/W or easement on the impacted side of road in 1-foot contours.		
27.	Proposed grading plan when grade changes exceed 0.5 feet.		
28.	Site plans and restoration plans for areas of mobilization and storage.		
29.	Plans signed and sealed by a licensed Professional Engineer of the State of Michigan.		
30.	Drawings showing road R/W signed by a Professional Licensed Surveyor.		

* Monroe County Drain Commissioner

Any entity intending to perform work within the City of Luna Pier right-of-way shall provide the City the following indemnification, damage liability and insurance coverage as listed on the following page.

Indemnification, Damage Liability and Insurance - The Contractor/Permittee shall comply with the following:

- a. Indemnification - The Contractor/Permittee agrees to save harmless, indemnify, defend and represent the City Council of the City of Luna Pier and its officers, agents, and employees against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the work covered by the permit or for any other work done within city right-of-way whether or not specifically authorized or in conformance with the description of the work for which the permit was issued. The Contractor's aforesaid indemnity, hold harmless and release agreement, shall not be applicable to any liability caused by the sole negligence or willful misconduct of the City Council of the City of Luna Pier, its officers, agents or employees. The Contractor/Permittee agrees and understands that the obligations set forth herein are binding upon their sub-contractors, successors, transferors, assigns sureties, and guarantors.

- b. Worker's Compensation Insurance - The Contractor/Permittee shall certify before the issuance of the permit that the Contractor/Permittee carries Worker's Compensation Insurance per the Statutory Limits.

- c. Bodily Injury and Property Damage - The Contractor/Permittee, before issuance of the permit, shall file with the City copies of completed certificates of insurance, as evidence that the Contractor/Permittee carries adequate insurance, satisfactory to the City, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the permit, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

- 1. General Liability, Bodily Injury and Property Damage - Unless otherwise specifically required by special provision in the permit, the minimum limits of property damage and bodily injury liability covering each permit shall be:

Property Damage Liability:

Each Occurrence:	\$2,000,000
Aggregate:	\$2,000,000

Bodily Injury Liability:

Each Person:	\$2,000,000
Each Occurrence:	\$2,000,000

The requirements above may be met through an Umbrella policy. The insurance shall include, but not be limited to, coverage for:

- A. Damage to underground facilities due to drilling, boring and excavating with mechanical equipment, and
- B. Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.
- Z. Automobile Liability, Bodily Injury and Property Damage - Unless otherwise specifically required by special provisions in the permit, the minimum limits of property damage and bodily injury liability covering each permit shall be:

Bodily Injury Liability:

Each Person:	\$2,000,000
Each Occurrence:	\$2,000,000

Property Damage:

Per Accident:	\$1,000,000
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- d. Notice - The Contractor/Permitee shall not cancel or reduce the coverage of any insurance required by this provision without providing 30-day prior written notice to the City. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the City, in writing, immediately of any cancellation or reduction in the insurance coverage. The Contractor/Permitee shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the City, in writing, the following:

- 1. A thirty (30) day prior notice of any insurer initiated cancellation, expiration, termination or reduction in coverage for reason other than nonpayment of the premium.

- Z. A ten (10) day prior notice of any cancellation, expiration, termination or reduction in coverage for nonpayment of the premium.

- e. Reports - The Contractor/Permitee or insurance carrier shall report to the City claims received, inspections made, and disposition of claims. The City will withhold the reserve or final permit release until either the Contractor/Permitee pays the claim or until final disposition of the claim by the Contractor/Permitee insurance company has been received by the City.

f. Endorsements - All insurance policies and binders shall include the following endorsements, verbatim:

"ADDITIONAL INSURED:The City Council of the City of Luna Pier and its officers, agents and employees."

"Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons."

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