APPLICATION FOR PUBLIC PARKING PULL-OFF INSTALLATION

FORM 1

As required by City of Royal Oak **Code 498** (Ordinance 2003-9), this application shall be submitted complete with required diagrams for construction, affidavit of property ownership. License agreements are to be approved by the City of Royal Oak and necessary permits for construction shall be obtained prior to any construction.

Application Process:

1. The City of Royal Oak Traffic committee will review all complete applications and Engineering Department recommendations. Incomplete applications will be returned to the applicant. The completed application will consist of the following:
   a. Form 1 attached with all portions complete.
   b. Proof of Property Ownership.
   c. A copy of the adjacent property mortgage survey of the property.
   d. **A diagram for construction of the proposed pull-off parking including the listed information listed on the appropriate attached example sketches**.
   e. Payment of Pull-off Parking Application Fee in the amount equivalent to: 2 hours of Engineering Right-of-way permit hourly rate as outlined in the City of Royal Oak Engineering Fee Schedule.
   f. **The application shall provide a detailed description of the NEED for the pull-off parking improvement and/or a demonstrated hardship. Applications will be evaluated on NEED. Additional description sheets may be attached to the application**.

2. If recommended for approval by the City of Royal Oak Traffic committee, the Royal Oak City Commission will review the recommendation and make resolution to enter into a license agreement for the installation of the public parking pull-off construction with the property owner.

3. Upon the Royal Oak City Commission's approval, the property owner will execute a license agreement with the City of Royal Oak. The License agreement binds the property owner to the installation, maintenance and removal of the public parking pull-off including the liability for such installations.

4. A **Right-of-way permit** will be required for the installation of the public parking pull-off to insure compliance with the license agreement and City Code of Ordinances S. 498. The right-of-way Permit requires the contractor performing the construction to be properly insured and guarantee the work with an appropriate bond.

5. Curb and gutter, pavement cutting, removal and replacement and public pull-off parking construction shall be completed according to the City of Royal Oak Standards, attached.

6. **NOTE: Public parking pull-off areas installed within a public Right-of-way may be used by ANY properly licensed vehicle eligible for street parking. The public parking pull-off area cannot be solely dedicated or designated for the abutting property owner's use regardless of installation location or installer.**

APPLICATION FOR PUBLIC PARKING PULL-OFF INSTALLATION

As required by City of Royal Oak CITY Code 498

Applicant Name:	Drivers License No.:
Applicant Address:	
City:	State/Zip:
Telephone:	Fax Number:
Address of Public Parking Pull-Off Parking Installation:	Parking Pull-off to be installed in the Public Right-of-way of : (Street)
Between: (Street)	And: (Street)
The public pull-off parking area will be constructed as follows:	
Explain the necessity for this improvement: (use additional sheets as necessary)	
SIGNATURE: *(to be notarized)*	The construction is expected to be completed by:

NOTARY USE	TO BE COMPLETED BY CITY:	
On this _____ day of_____, 20___ , _appeared before me the above named applicant who swears that the information given herein is true and correct.	1. Completed application	
	2. Completed diagram	
	3. Review Fee: $_____	
Notary Public _____ County, Michigan	Payment: 101.000.62801	
My Commission Expires		

APPLICATION FOR PUBLIC PARKING PULL-OFF INSTALLATION

Form 1: 7/31/08

CITY POLICY AND REQUIREMENTS FOR DRIVEWAY HORIZONTAL CURB CUT OR CURB REPLACEMENT ON LOCAL STREETS

GENERAL REQUIREMENTS:

1. All curb cut work shall be performed in accordance with the details, terms, and conditions of this permit. On Major Roads a **Right-of-way permit will be required** unless otherwise allowed by the City Engineer.

2. The Permittee agrees to make any modifications to the curb work deemed necessary by the City Engineering Department while performing the curb work.

3. The City Engineering Department shall be notified by the Permittee twenty-four (24) hours in advance of the work to arrange for inspection.

4. When required, the Permittee shall pay a permit fee for the first curb cut opening (per address) and an additional permit fee for each additional curb cut opening (per address) as outlined in the City of Royal Oak Engineering Fee Schedule.

5. The Permittee shall perform no work on Sundays and holidays, unless authorized in writing by the City Engineer.

6. The Permittee shall provide and maintain all necessary precautions to prevent injury or damage to persons and property from curb work authorized under this permit.

7. The Permittee shall furnish, install, and maintain all necessary traffic controls and protection during Permittee's operations in accordance with the current edition of the **Michigan Manual of Uniform Traffic Control Devices. This includes lane required closures during construction operations and barricading roadway**

8. The Permittee shall advise the City Engineering Department within five (5) days of completion of the curb work for final inspection. **Unless otherwise specified, new curb and gutter shall be placed within 5 days of removal of old curb or pavement**

9. Any change or alteration in this permit requires prior **written** approval by the City Engineering Department and may require a new permit.

10. The execution of the work authorized by this permit shall be performed without cost to the City of Royal Oak.

11. The Permittee shall be responsible for the restoration of the right-of-way to a condition equal to or better than existed prior to the work covered under this permit or as directed by the City Engineer.

12. This Permit is not assignable or transferable.

13. The Permittee, upon request of the City Engineer, shall immediately remove, cease operation, and surrender this permit, or alter or relocate at the Permittee's own expense, the facility for which this permit is granted. Upon failure to do so, the City Engineer may take any necessary action to protect the right-of-way interest and the Permittee shall reimburse the City of Royal Oak for its costs in doing same. The Permittee expressly waives any right to claim damages or compensation in the event this permit is revoked.

14. The Permittee shall provide the City of Royal Oak all certificates of insurance in accordance with the following Insurance Requirements for Curb Cut Permit prior to execution of the permit to cut curb.

CONSTRUCTION REQUIREMENTS:

1. **Method A: (Horizontal Saw Cut)**

   Saw cut curb at each end at approximately 45° to back of curb to within 1 1/2" to 1 3/4" from the concrete gutter line. Then saw cut horizontally between the end cuts at 1 1/2" to 1 3/4" above the gutter line.

   Method B: (For placement of new curb and gutter)

   Saw cut existing pavement **full depth,** 24" from the back of the existing curb to the next closest curb joint beyond the limits of the necessary removals as directed by the City (one foot minimum if allowed by field engineer from each end of the proposed new curb drop), prior to removal. Place type C-3 modified concrete curb and gutter in accordance with M.D.O.T. Standard Plan #II-30C, see attached detail, including shaping and compaction of the base material. The curb height shall match existing curb height at each end, and over the course of the curb drop, curb shall be 1 1/2" to 1 3/4" high. Contraction joints shall match existing and shall be 1/8" wide x 2" deep troweled joints. *

2. All forms shall be full depth, straight and secured to ensure rigidity so that the finished curb does not exceed the following limits when tested with a fifteen (15) foot straight edge:
   A. **Vertical Limit** - the variation of the surface from the testing edge of the straight edge shall at no point exceed 3/16 of an inch.
   B. **Horizontal Limit** - The variation of a joint or back of curb from the testing edge of the straight edge shall at no point exceed 3/4 of an inch.

3. Removal of existing curbing and pavement shall be to the nearest joint of an existing, acceptable pavement slab or curb and gutter in the opinion of the Engineer. The City reserves the right to dictate the limits of curb and pavement removal or restoration when alterations are proposed or required as part of a development. The alteration limits shall be set to achieve a proper, durable restoration that will integrate with existing and future similar improvements and be in the best interest of the City. Deficient pavement, in the opinion of the Engineer, includes sunken, cracked, broken, and scaled road and curbing, curbing not meeting the standard dimensions, slope or thickness or causing the ponding of water will be determined by the City for replacement at the time of plan review. All existing pavement or portions thereof, along the frontage of a development that is substandard or deficient will be reviewed for replacement when a proposed cut is made into the curb or pavement. Alterations of road and curbing on public right-of-way shall be installed to current standards, widths, cross sections and slopes as dictated by the Engineer.

4. Any new curbing installed at a crosswalk shall be placed to accommodate barrier-free sidewalk ramps. Barrier-free sidewalk ramps and driveway approaches shall not be placed integral with curbing. Barrier-free sidewalk ramps shall meet or exceed the current Federal ADA requirements, outlined in MDOT Special Detail R-28-F and City of Royal Oak Standard Specifications for Construction.

5. The concrete mix shall be ready-mixed transit concrete and shall be composed of

Portland cement, fine aggregate, coarse aggregate, water and air-entraining agent. A minimum of 564 pounds of cement per cubic yard of concrete reaching 3500 p.s.i. in twenty-eight (28) days with a slump of 3" ± 1" and 6.5% ± 1.5% entrained air shall be used. The mix design of the concrete shall be approved by the City Engineering Department prior to use in the work.

6. All new curbing installed shall have a longitudinally broomed surface finish.

7. After finishing operations have been completed and immediately after the free water has left the surface of the curbing, the curbing shall be completely coated and sealed with a uniform layer of **membrane curing compound**.

8. All concrete and other debris from the work shall be disposed of at a recognized landfill by the Permittee on a daily basis.

9. Any drive approach removed for a development and not reinstalled in the same location shall require the installation of new full height concrete curb and gutter.

INSURANCE REQUIREMENTS:

[INSURANCE POLICY ADOPTED BY THE ROYAL OAK CITY COMMISSION ON 8/14/89]

The Contractor shall not commence any permitable work until he has obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the City of Royal Oak, Michigan. All coverage shall be summarized on an industry standard form such as the ACCORD form.

1. **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and maintain during the life of this permit, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

2. **GENERAL LIABILITY INSURANCE**: The Contractor shall procure and maintain during the life of this permit, Commercial General Liability Insurance, on an "Occurrence Basis" with limits of liability not less than **$500,000** per occurrence and/or aggregate combined single limit Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions, or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Commercial General Liability shall be "Per Project" or an **Owner's & Contractor's Protective Liability** policy will be required as noted in item 6 below.

3. **AUTOMOBILE LIABILITY**: : The Contractor shall procure and maintain during the life of this permit Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than **$500,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include:
   All OWNED Vehicles*;
   All NON-OWNED vehicles; SCHEDULED and HIRED vehicles.

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

ADDITIONAL INSURED: Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *"Additional Insureds":* ***The City of Royal Oak, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof with respect to the Commercial General and Automobile Liability policies.***.

5. **CANCELLATION NOTICE**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include ***Thirty (30) days Advance Written Notice of Cancellation*** in their policies. Non-Renewal, and/or Material Change in Coverage will be sent to: City Engineer, Royal Oak City Hall, 211 Williams Street, P.O. Box 64, Royal Oak, Michigan, 48068-0064."

6. **OWNER'S & CONTRACTOR'S PROTECTIVE LIABILITY**: The Contractor shall procure and maintain during the life of this permit, Owner's and Contractor's Protective Liability with the limits of liability not less than **$500,000** per occurrence and/or aggregate, combined single limit, Bodily Injury and Property Damage. The City of Royal Oak, Michigan shall be "Named Insured" on said coverage. Thirty (30) days notice of cancellation shall apply to this policy. For construction costs over $100,000, see Table I for required liability amount.

TABLE I

Construction Cost	Required Liability Amount
$ 100,000 - 500,000	$ 500,000
$ 500,000 Up	$ 1,000,000

7. **PROOF OF INSURANCE COVERAGE:** The Contractor shall provide the City of Royal Oak, Michigan at the time the permit is returned by him for execution, certificates and policies as listed below:
   A. Three (3) copies of Certificates of Insurance for:
      1. Worker's Compensation Insurance;
      2. Commercial General Liability Insurance;
      3. Vehicle Liability Insurance;
   B. Original Policy, or original Binder pending issuance of policy, for Owner's & Contractor's Protective Liability Insurance;
   C. If so requested, Certified Copies of all policies mentioned above will be furnished.

8. **RENEWAL:** If any of the above coverage expire during the term of the permit, the Contractor shall deliver renewal certificates and/or policies to the City Engineer of Royal Oak at least ten (10) days prior to expiration date.

9. **CERTIFICATE HOLDER**: The certificate holder shall be as follows:

   The City of Royal Oak
   City Engineer
   211 Williams St.
   Royal Oak, MI 48067

10. The City of Royal Oak reserves the right to deny or void any permit due to any unauthorized change or expiration of any required insurance coverage.