

**RIGHT-OF-WAY PERMIT  
GENERAL PERMIT PROVISIONS**

Construction must conform to North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction most recent edition unless superseded by specifications designated in this permit or by other criteria noted on the approved plans.

Plans which have been released for construction do not constitute a complete check of dimensions nor design contained within the plans, nor does it relieve the preparer of the plans, nor the contractor of responsibility for errors.

It is the sole responsibility of the Permittee to contact the City prior to any construction or installation, for locates of City facilities such as water lines, sanitary sewer lines, storm sewer lines, traffic signal conduits, and irrigation lines. Requests for locates are required not less than three (3) business days in advance. Locates of City facilities identifies the approximate horizontal location of the facilities. The City inspector may require those facilities to be uncovered by the contractor, when the inspector determines that it is appropriate to ensure that the construction of the new facilities will not damage City utilities. The Permittee is responsible for field verification of all actual locations of the facilities and shall exercise extraordinary care when working in the vicinity of these City facilities to avoid damaging them. The Permittee is liable for damages to any City facility during construction released under this permit. It is the responsibility of the permittee to contact all other users of the public rights-of-way, either individually or through a state-approved third party one-call system, for non-City facilities.

New facilities cannot be placed over water lines, sanitary sewer lines, storm sewer lines, and appurtenances unless specifically authorized by the City. The proposed facilities must be clearly identified and marked by staking or other means. New facilities must be a minimum of 3' from the back of curbs and from other City facilities such as water meters, water valves, sanitary sewer cleanouts, manholes; and must be a minimum of 5' from fire hydrants.

Private vehicles, exclusive of equipment used to complete the work, must park in conformance with city parking regulations. A clean work site is required. All debris, excavated material not used in the backfill, or other non-essential material has to be removed from the site daily.

Drainage cannot be inhibited or obstructed; sidewalks, pedestrian pathways, or vehicular access to utility easements cannot be blocked; nor the placement of future City facilities be inhibited. The visibility of pedestrians, vehicular traffic, or traffic control devices must not be obstructed. Public rights-of-way are not to be encumbered by construction, maintenance, removal, restoration, or repair by Permittee for a longer period than necessary to execute such work. The City can require field changes to placement of new structures so as to minimize the obtrusiveness of the structure (ie. move close to existing fences and vegetation). Placement of all manholes and/or handholes must be approved in advance by the Public Works Inspector and cannot be placed in a sidewalk or where a sidewalk is proposed to be located.

Construction is prohibited on weekends and holidays at any hour without prior written permission of the City. Work hours shall take place between 7:00 a.m. and 4:00 p.m. Monday through Friday. Thoroughfare lanes may be blocked from 9:00 a.m. to 3:30 p.m., Monday through Friday. Requests for exceptions to these requirements must be submitted not less than 2 business days prior to the desired date and time of the proposed work. The Permittee shall be responsible for any and all costs including overtime of City employees.

All borings must be made with traceable and steerable boring or tunneling equipment. Bore marks and depths must be placed while the bore is in progress. Each stem must be marked with paint dot and the depth at least every other stem. Trenchless methods are required under driveways, streets, and landscaped areas. All bores 4" in diameter or greater must have pressure grouting in the void between the bore hole and the conduit within the bore. Compaction of backfill material must be 95% under paving and 90% elsewhere. The Permittee shall keep all irrigation systems operational through-out construction. Damage to irrigation systems must be repaired by a licensed irrigator within two (2) business days unless approved by the City. The Permittee shall replace, in like kind and quality, any vegetation, including grass, ground cover, shrubs, trees, and flowers lost due to inoperable irrigation systems that result from any action of the Permittee within forty-five (45) days after completion of the work.

Where trenches cross streets the following provisions apply:

- Pavement must be saw cut the full depth of the pavement prior to removal.
- The width of pavement to be removed must be at least 3' wider than the trench width; the edge of the trench must be at least 12" from the edge of the street pavement or curb.
- The saw cut must not be closer than 3' to an existing joint in the pavement. If a saw cut is to be closer than 3', then the pavement has to be removed and replaced to the existing joint.
- Temporary pavement repairs that allow for safe vehicular and pedestrian traffic must be placed within 2 business days. Permanent new pavement must be placed within 14 working days after the installation of the facilities with concrete that attains a compressive strength of 3,600 psi within 72 hours. The concrete must be covered with a steel plate until the required strength is attained. If the width of the new concrete is too great to be covered with a steel plate, then concrete that attains a compressive strength of 3,600 psi within 24 hours must be used and the street closed to traffic until the required strength has been attained.



**FARMERS  
BRANCH**

Traffic control and barricading must conform to the Texas Manual on Uniform Traffic Control Devices. No more than one lane of a two-lane street may be closed at one time unless authorized by the City. For streets with four (4) or more lanes, no more than one lane in either travel direction can be closed at one time. Trenches must be covered with a steel plate at the end of each workday to allow the street to be opened to traffic. The length of an open trench cannot exceed that which can be closed within one (1) day or will not pose a danger to pedestrians, vehicular traffic, or existing utilities.

The City shall have the authority to prescribe the manner and extent of the restoration of Public rights-of-way. Any ruts in Public right-of-way shall be rectify after completion of work within 24 hours. Property affected by the construction must be restored to a condition that is at least equal to the condition of the property prior to the performance of the work. Relocation or replacement of all existing items such as, but not limited to, signs, trees, ground cover, and landscaping shall be replaced as soon as is reasonably possible, but in no instance more than twenty- one (21) days after the completion of the work. Any disturbed landscaped areas are to be restored and maintained until landscaping material is established and accepted by the City. Landscaping shall be restored using materials of like kind and quality to that which was existing prior to construction. No trees shall be trimmed or removed without the approval of the City. The Permittee is liable for the cost of replacing any tree damaged or removed without the City's approval. Upon approval by the City, the Permittee may trim trees, at the Permittee's cost, in or over the Public rights-of- way for the safe and reliable operation, use, and maintenance of its facilities. All trimmings shall be performed in accordance with American National Standards Institute (ANSI) standards for tree care operations. Should the City reasonably determine, within 1 year from the date of the completion of the work, that the surface, base, or irrigation system requires additional restoration, additional restoration work must be performed by the permittee to the satisfaction of the City.

---

**INDEMNITY AGREEMENT**

The permitted provider shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including personal or bodily injury or death, property damage, or other harm for which recovery of damages is sought that is found by a court of competent jurisdiction to be caused by the negligent act, error, or omission of the provider, any agent, officer, director, representative, employee, affiliate, or subcontractor of the provider, or their respective officers, agents, employees, directors, or representatives, while installing, repairing, or maintaining facilities in a public area. The indemnity provided herein does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors, or subcontractors. If a provider and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state law. A provider or municipality shall promptly advise the other in writing of any known claim or demand against the provider or the municipality related to or arising out of the provider's activities in the Public rights-of-way.

EXECUTED THIS the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, having read and understood the provisions of this permit.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ (signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the Undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me by means of \_\_\_\_\_ to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he/she executed the same for the purpose and consideration therein expressed and have the authority and power to enter into the foregoing instrument. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public