

## PROVISIONS FOR ENCROACHMENT

1. By approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right of way, and at all time, DWSD, its agents or employees, shall have the right to enter upon the right of way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing, or inspection by DWSD shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right of way shall be borne by DWSD.
2. All construction performed under this petition shall not be commenced until after five (5) days written notice to DWSD. Seventy-two (72) hour notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system.
3. Construction under this petition is subject to inspection and approval by DWSD. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner.
4. DWSD prohibits the use of heavy construction equipment or the storage of built-up materials on or near DWSD facilities. DWSD also prohibits the use of cranes and balls or hydraulic rams for removal where DWSD facilities are involved. If the water main or sewer facilities are damaged as a result of any action on the part of the contractor, the contractor shall be liable for the repair of such broken or damaged water main or sewer facilities. If DWSD facilities are damaged as the result of any action on the part of the petitioner, the petitioner shall be liable for the repair, replacement or relocation of such broken or damaged DWSD facilities. 

Add "except to the extent arising from the gross negligence or willful misconduct of DWSD"
5. The petitioner shall hold DWSD harmless for any damage to the encroaching device constructed or installed under this petition, which may be caused by the failure of DWSD's facilities.
6. If at any time in the future the petitioner shall request removal and / or relocation of DWSD's facilities in the street being encroached upon, the petitioner agrees to pay all costs for such removal and/or relocation.
7. Prior to construction, Easement Encroachment Permit (EEP) should be obtained and the insurance required by the EEP should not expire until after completion of the construction.
8. For any proposed work that involves DWSD water mains and/or sewers, an approval and a permit is required from DWSD before commencement of work.
9. It is DWSD's requirement that any proposed utility crossing DWSD water mains and/or sewers perpendicularly must maintain a minimum of 18 inches vertical clearance. Any proposed utility running adjacent to DWSD water mains and/or sewers must maintain a minimum of 10 feet lateral clearance including any conduit and/or manholes walls. No utility is allowed to run along the top of the water main or/or sewer.
10. It is DWSD's requirement that no encroachment has a vertical clearance of less than 16 feet from the ground surface over DWSD water mains and/or sewers.