



RIGHT OF WAY PERMIT Application

Applicant: _____ **Project Type:** Residential Commercial Utility
(Individual Completing Form)

Owner Name: _____

Owner Contact Info: _____

Project Address: _____

Business Name: _____ Address: _____

Primary Contact Person: _____

Phone: _____ Email: _____

Secondary Contact Person: _____

Phone: _____ Email: _____

Briefly describe proposed project. Attach all information as required in the Application Checklist.

Will you require full or partial closure of the street or sidewalk? Y N If yes, please submit to MOT.

If this is a curb cut for new driveway, please specify width: _____

I certify that the information contained on this application is true and correct to the best of knowledge, information, and belief. I also certify that the homeowner is aware of the work to be completed and I have permission to complete said work. I hereby agree to fulfill the conditions stated in the Guidelines and Specifications.

Date: _____ Applicant's Signature: _____

For Office Use Only:

License No.: _____ ROW Permit No: _____

DPW Approval: _____ Date: _____

Zoning/Building Approval: _____ Date: _____

Date Notice sent to: Police _____ Fire _____ Road Closures entered in ROW Calendar: _____

Revised 5.23.22 (Community Development)

Application Checklist

Please note: We are in the process of reviewing procedures and fees related to Right of Way Permits in the City of Mason. Your feedback is greatly appreciated. As you review the list below, keep in mind not all requirements may apply to your project. You may submit your application and if we have questions and/or need more information, we will contact you.

In accordance with Chapter 70 Streets, Sidewalks and Other Public Places, a signed Right of Way Permit from the City of Mason is required for each project in a city right of way before any work can begin. The Contractor/Homeowner/Landowner's is solely responsible to obtain all required permits and/or waivers from other governmental agencies having jurisdiction and to follow the requirements of the Michigan Uniform Traffic Code (MUTC).

Please note: The penalty for performing work in a Right of Way without approval is \$200 per incident.

Please include the following with your application:

- Current Annual License through the City of Mason*
- Completed application
- If breaking ground, staff may request the following:
 - o Materials list/cut sheets of all materials proposed to be used
 - o Certifications for all aggregates proposed to be used
 - o Copies of all applicable permits from other governmental agencies having jurisdiction.
 - o Two (2) complete sets of construction plans showing location, depth and materials for the proposed construction which meet the requirements and specifications for construction and for restoration of constructed areas per the City's Utility Standards.
- Maintenance of Traffic Plan (MOT) – If you are closing a sidewalk or travel lane in a right of way, please specify the project construction schedule, and detail what streets and sidewalks will be closed to traffic and the length of time you will require them to be closed. The applicant is responsible for following the requirements for traffic control as specified in the MUTC.
- Notice of Closure: Applicants are responsible for providing the City and adjacent properties with notice and detour route information 48-hours prior to any sidewalk or street closures that meet the thresholds identified in the MUTC.

***ANNUAL LICENSE**

Annually, an applicant must obtain a license through the City of Mason before a permit can be issued and work begins within a City right of way. Applicants must submit the following:

- License Fee: Refer to fee schedule set forth by Resolution. (\$75.00)
- Proof of insurance for workers compensation
- Surety (performance) bond in the amount of \$10,000 if breaking ground in the public right of way. There is no standard format for this. You may use your own form.
- Certificate of insurance in the amount of \$1,000,000 with the following statement in the "Additional Remarks" Box:

"The City of Mason, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are listed as additional insured as respects General Liability and Automobile Liability. 30-day notice of cancellation applies except for cancellation for nonpayment of premium."

Resources: More Questions? Please contact our Customer Service Desk at 517.676.9155 or info@mason.mi.us.



RIGHT OF WAY PERMIT Guidelines & Specifications

All projects in a city right of way must adhere to the following guidelines and specifications before signing the application. Additional specifications may be required as necessary to meet requirements detailed in the City of Mason Utility Standards.

Please Note: The penalty for performing work in a Right of Way without approval is \$200 per incident.

Definitions

The term "Applicant" when used on this form shall mean the Utility Company, contractor, or subcontractor whose name appears on this application or its authorized representative, who may be involved in the construction.

The term "City" shall mean the City of Mason, Michigan.

Responsibility for Safety

The Applicant shall provide all necessary signs, barricades, flashers, cones, and other safety devices to protect the public and properly maintain pedestrian and vehicular traffic. The City shall have the right to require additional safety measures to be taken if, in the opinion of the City, an unsafe condition exists; however, failure by the City to notify the Applicant or his representative of any unsafe condition shall not relieve the Applicant of any responsibility for providing such safety equipment, or for any damages arising from any accident resulting from the Applicants operations.

To connect to the municipal utilities, the following must be following pipe size and guidelines must be followed:

- Residential sanitary sewer leads: 6-inch; SDR 23.5, SDR 26, SDR 35 (ASTM D3034), or Sch.40 PVC (ASTM D1785).
- Residential water line: ¾-inch Type K copper tubing.
- Storm water service leads: 4-inch (footing tiles, sump pumps, yard and outdoor drains, roof downspouts, etc.) shall not be connected to the sanitary sewer system;
- Separate sanitary sewer and water services shall be required for each dwelling unit in a duplex housing.
- Multiple dwelling units, commercial and industrial units, shall be of adequate size for expected flows.
- 6-inch sanitary service shall be at a slope of 1 percent (1/8-inch per foot, or 1-foot per 100 feet).
- The entire length of sanitary sewer service shall be laid in a straight line from a point, 3 feet outside the wall of the building. Curved pipe shall be used for every deflection from a straight line, or more than 3 inches in 2 feet.
- The sanitary service shall be made to a wye or tee. If neither is existing, a new wye may be installed or a saddle that has been properly installed on the sewer main.
- Sanitary and storm sewers shall not be in the same trench with water pipes. Under special conditions and with permission of the City, sewers may be installed minimally 10 feet horizontally from, and 18 inches lower than water pipes.
- No open road cuts will be allowed after November 15th.
- All curb cuts are subject to the width requirements of the City of Mason Ordinance Chapter 70 Streets, Sidewalks and Other Public Places.

Use of Michigan Department of Transportation Standard Specifications

The latest handbook entitled "Standard Specifications for Construction" adopted by the Michigan Department of Transportation shall be a Contract Document for this construction project and shall be binding when cited in these specifications. The handbook cited shall hereinafter be referred to as MDOT Standard Specifications, or alternatively MDOT Specifications.

Applicants Responsibility for Utilities

The Applicant shall be responsible for the preservation of all public and private property, monuments, telephone and power lines, sewers, water and gas lines, etc. along and adjacent to the route of construction in so far as they may be damaged by his operations. The Applicant shall use every precaution to support and prevent damage to pipes, conduits, underground structures, power lines, telephone lines, or other utilities. When utilities are damaged or injured by the Applicant, they shall be repaired at once at the Applicants expense.

Lawns, Shrubs and Trees

Trees, shrubbery, and lawns shall be protected by the applicant in all instances and no trees, shrubs or lawns shall be destroyed or removed without the permission of the City. The Applicant shall be responsible for damage to trees, shrubs and lawns caused by this work and shall protect said trees, shrubs, and lawns by surrounding them when required by fences or other protection before construction is commenced. Shrubby, which must be removed during construction, shall be preserved, or replaced by the Applicant in a manner acceptable to the City. Whenever trenches pass through sodded areas, the backfill shall be carried to within four (4) inches of the surface and the top four (4) inches shall be filled with rich, black earth, free from sod, weeds, or debris. The trench surface shall be raked to a smooth surface, with all rocks, sticks, and debris removed and a good grade of lawn seed mixture containing at least 25 percent blue grass shall be furnished by the Applicant and sown over all previously sodded areas at an amount of at least five (5) pounds per 1,000 square feet of area. Seed shall not be sown of frozen earth, nor between June 1st and August 15th and seeding shall be only at times when soil is moist and will insure germination. After sowing, the areas will be lightly raked and rolled with a light lawn roller.

Street Crossings

When trenches or excavation is required in existing improved paved streets, the entire depth of backfill shall be MDOT Granular Material, Class II compacted in lifts not exceeding twelve (12) inches to a density equal to or greater than ninety-five percent maximum unit weight. Eight (8) inches of MDOT 22A dense graded aggregate shall be placed on the compacted granular backfill and be compacted to ninety-five (95) percent maximum unit weight. The pavement shall match the existing in type and thickness, but bituminous (HMS) pavement shall not be less than five (5) inches. The edges of the existing bituminous surface shall be sawed or trimmed to neat lines to form a uniform vertical joint, which shall be primed with MDOT SS-I-h bituminous bond coat. The roadway shall be restored with MDOT 13A Bituminous Mixture. **The use of cold patch as a permanent repair will not be permitted.**

Concrete Sidewalks and Curb and Gutter

Where it is required to remove existing sidewalks or curb or gutter, the entire depth of trench shall be backfilled with MDOT Granular Material Class II, compacted in lifts not exceeding twelve (12) inches to ninety-five percent maximum unit weight. Concrete sidewalk or curb and gutter shall then be replaced, the width and cross-sectional type which shall be equal to that which was removed.

Sidewalks shall have a minimum thickness of four (4) inches and shall be constructed in accordance with the requirements of MDOT Standard Specifications, Section 803. Concrete shall be MDOT P1, 3500 psi @ 28 days.

Curb and Gutter shall be constructed in accordance with MDOT Standard Specifications, Section 802. Concrete shall be MDOT P1, 3500 psi @ 28 days. Curb and Gutter shall be steel reinforced with three (3) number 4 steel bars.

Where it is necessary to remove large section of curb and gutter or sidewalk, or when required by the City, the Applicant shall replace the sidewalk or curb and gutter to lines and grades as set by the City. The cost of setting such lines and grades shall be charged to the Applicant by the City.

Guarantee of Materials and Workmanship

The Applicant agrees to guarantee all materials and workmanship against defects or failure, for a period not to exceed two (2) years, beginning from the date of completion of construction. Upon written notice from the City to the Applicant of a failure or poor workmanship, the Applicant agrees to promptly make such repairs as are necessary to satisfactorily correct the condition and further agrees that upon the Applicant's failure to complete said repairs, within two (2) weeks from date of notification, that the City may make such repairs as the City may deem necessary and to charge to the Applicant all costs related thereto.

Indemnification

The Applicant and all parties represented by the Applicant shall hold harmless and indemnify and keep indemnified the City, its officers and employees from all claims, suits and judgments to which the City, its officers, or employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the City, whether due to the negligence of the Applicant and his representatives or the joint negligence of the Applicant and the City, arising out of the work under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out of the continued existence of the work product which is the subject of this permit.

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