



Application for Right of Way Permit

The following are the requirements to perform construction in the City right of way.

1. There is an annual Applicant License Fee of \$75.00. The license must be obtained at City Hall in person or by mail before work begins. The mailing address is Mason City Hall, PO Box 370, Attn.: Kathy Revels, Mason, MI 48854.
2. You must first contact the Department of Public Works at 676-1319 or 749-8726, for approval of utility location.
3. You must present the City with proof of insurance for workers compensation. This may be mailed or faxed to City Hall. The mailing address is Mason City Hall, PO Box 370, Attn.: Kathy Revels, Mason, MI 48854.
4. You must obtain a 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 non-payment of premium."
5. You must obtain a 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.
6. A signed Right of Way Permit must be in hand before any work begins.
7. A new Right of Way Permit must be obtained for each right-of-way job in the City.

Any questions concerning the above may be directed to the Department of Public Works, Ken Baker (676-1319) or Kirk Crawford (749-8726), or City Hall at 676-9155.

CITY OF MASON RIGHT OF WAY PERMIT

**201 W ASH STREET, MASON, MI 48854
517-676-9155, FAX 517-244-9022**

GUIDELINES FOR CONNECTING TO THE MUNICIPAL UTILITIES IN MASON

PIPE SIZES & INFORMATION:

1. Residential sanitary sewer leads: 6-inch; SDR 23.5, SDR 26, SDR 35 (ASTM D3034), or Sch.40 PVC (ASTM D1785).
2. Residential water line: ¾-inch Type K copper tubing.
3. 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;
4. Separate sanitary sewer and water services shall be required for each dwelling unit in a duplex housing.
5. Multiple dwelling units, commercial and industrial units, shall be of adequate size for expected flows.

CALL MISS DIG 72-HOURS (3 DAYS) BEFORE ANY EXCAVATION FOR UTILITIES

INSTALLATION REQUIREMENTS

- A minimum of 24-hours prior to starting a job, notify the Mason Department of Public Works, 517-676-1319, to schedule an inspection of the utilities.
- 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.
- Any contractor working in the public Right of Way (ROW) must have an Annual Applicant License (\$75) through the City of Mason, obtain a permit for each job and have the necessary insurance on file. The contractor shall comply with all conditions and specifications stated in the ROW permit.

UTILITY INSPECTIONS NEED TO BE MADE WITH A 24-HOUR ADVANCE NOTICE. ALL WORK MUST BE LEFT UNCOVERED UNTIL INSPECTED AND APPROVED. PLEASE CALL 517-676-1319, OR 517-749-8726 FOR APPOINTMENTS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE STANDARDS, PLEASE CALL US IN ADVANCE.

3. 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.
4. 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.
5. 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.
6. 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 on 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.

7. 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) inch to a density equal to or greater than ninety-five percent maximum unit weight. This Granular backfill shall be carried to a point eight (8) inches below the bottom of existing

bituminous surface or eleven (11) inches below the existing finish pavement, whichever is greater. 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 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.**

8. **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) inch 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 6.11. Concrete shall be MDOT 35S, 3500 psi @ 28 days.

Curb and Gutter shall be constructed in accordance with MDOT Standard Specifications, Section 6.09. Concrete shall be MDOT 35S, 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.

9. **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.
10. **License Fee and Permit Fee:** is set by Resolution.
11. **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.

By the Applicants signature below, the Applicant hereby agrees to fulfill the conditions stated above.

Applicant/Contractor

Signed: _____

Title: _____

Date: _____, 20____

Authorized by City

Signed: _____

DPW Representative

Date: _____, 20____

Insurance and Bond Approved

Signed: _____

Date: _____, 20____