

RIGHT OF WAY PERMIT REQUIREMENTS AND INSPECTION

Necessity

No person, firm or corporation shall dig or tear up any pavement, sidewalk or crosswalk, or dig any hole, ditch, drain or sewer, in any street, alley or public property, without first obtaining a permit from the City.

It shall be the duty of such person, firm or corporation, upon being granted a permit as herein above required to maintain all traffic control devices and to immediately refill and restore, resurface or repave such street, alley or other public property so that the same will be in as good condition as before, it shall further be the duty of such person, firm or corporation to erect and maintain during the progress of the work a good and sufficient barrier around any cut, trench or excavation in such manner as to prevent accidents, and to place and keep upon such barrier suitable and sufficient colored lights during the night.

A separate permit must be obtained for each occasion and such permit shall specify the location of the cut, trench or excavation to be made.

Requirements

Right of Way Permit Form available at City Hall is to be completed by the applicant. (Sample enclosed at the end of this section).

\$2,000 Performance Bond (sometimes called Surety Bond or Permit & License Bond) - usually provided by an insurance company. This bond must be effective for 2 years from the date of final acceptance of the work to be performed in the right of way.

An inspection fee of no less than \$150 will be charged by the City to cover associated inspection costs.

NOTE: A \$300 deposit is required at the time you apply for a right of way permit. If the inspection requirements are followed satisfactorily, \$150 less any associated inspection cost will be refunded after the final inspection is completed. If you fail to call the City of Clio within 30 days after project completion for an inspection, the \$300 deposit will not be refunded.

FOR A RIGHT OF WAY INSPECTION PLEASE CALL THE DEPARTMENT OF PUBLIC SERVICES AT 810-686-5850 TO MAKE ARRANGEMENTS FOR INSPECTION.

**APPLICATION AND PERMIT
FOR USE OF
CITY OF CLIO
PUBLIC RIGHT-OF-WAY**

DO NOT WRITE IN THIS SPACE	
PERMIT NO.	
APPL. DATE	DATE ISSUED
BOND NO.	BOND AMOUNT
	\$

APPLICANT'S NAME	CONTRACTOR'S NAME (INDIVIDUAL, COMPANY, ETC.)
MAILING ADDRESS	MAILING ADDRESS
CITY STATE ZIP CODE	CITY STATE ZIP CODE
TELEPHONE NO.	TELEPHONE NO.

REQUEST: I do hereby make application for a permit to use the right-of-way at the following location:

(Give distance & direction from nearest main intersection)

for a period commencing _____ and ending _____ ; for the following purposes (provide a detailed description of the desired facility and/or activity): _____

I certify that I accept the following: 1. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued. 2. Failure to object within ten (10) days of the permit issued constitutes acceptance of the permit as issued. 3. If this permit is accepted by either of the above methods I will comply with the provisions of the permit.

Applicant's Signature	Title	Date	Authorized Agent Signature (I hereby certify that I am acting as authorized agent on behalf of the named applicant)	Date
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APPROVED FOR CITY OF CLIO BY: _____ DATE _____

NOTICE OF COMPLETION

Date Notice of Completion was received: _____ BY: _____

FINAL INSPECTION REPORT

Work covered by permit has been completed satisfactorily	Yes	No
Recommend performance bond be released	<input type="checkbox"/>	<input type="checkbox"/>
Have all other charges been paid?	<input type="checkbox"/>	<input type="checkbox"/>

Remarks: _____

INSPECTED BY:

Name _____ Date _____

PERMIT CONDITIONS

GENERAL CONDITIONS: This permit is issued subject to the following conditions:

1. Issuance of this permit does not relieve permittee from meeting any and all requirements of law, or of other public bodies or agencies.
2. Th permittee agrees as a condition of this permit to provide and maintain all necessary precautions to prevent injury or damage to persons and property from operations covered by this permit and to furnish, install and maintain all necessary traffic controls and protection during permittee's operations in accordance with the Michigan Manual of Uniform Control Devices.
3. Performance of the requirements of this permit is the responsibility of the permittee and the permittee shall complete all operations for which this permit is issued in accordance with the conditions of this permit and by the specified completion date. The permittee shall meet all requirements of the current City of Clio standards for construction and applicable Rules and Regulations.
4. The permittee shall be responsible for the cost of restoration of the highway facilities and right-of-way determined by the City to be damaged as a result of the activities of the permittee.
5. The permittee shall save harmless the City of Clio against any and all claims for damages arising from operations covered by this permit and upon request, shall furnish proof of insurance coverage for the term of this permit in an amount prespecified.
6. The permittee, upon request of the City, shall immediately remove, cease operations 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 may take any necessary action to protect the highway interest and the permittee shall reimburse the city for its costs in doing same. The permittee expressly waives any right to claim or compensation in the event this permit is revoked.
7. The permittee shall upon the request by the City furnish a performance surety deposit in the form of a bond, cash, or certified check, in such amount as deemed necessary by the City to guarantee restoration of the public right-of-way or performance under the conditions of the permit.
8. The permittee hereby acknowledges and agrees that the City has the right to demand completion by the permittee, or the performance surety or to complete any incomplete activity authorized by this permit which adversely affects the operation and/or maintenance of the public right-of-way or which is not completed by the expiration date of the permit.

The permittee further acknowledges that he shall immediately reimburse the City in full for all such costs incurred by the City upon receipt of billing and that upon failure to pay, the City may effect payment with the performance surety deposit. Should the surety deposit be insufficient to cover expenses incurred by the City, the permittee shall pay such deficiency upon billing by the City. If the surety deposit exceeds the expense incurred by the City, upon completion of the work to the satisfaction of the City, any excess will be returned to the depositor.
9. The City reserves the right during the time any or all of the work is being performed to assign an inspector to protect the highway interest and to charge the permittee all such costs incurred.
10. The permittee shall notify the City upon completion of all work accomplished under the provisions of this permit. A certificate of final inspection shall be issued by the City tot he applicant one year after said notification and subject to a final inspection to determine whether all provisions of the permit have been adhered to. The surety deposit when required will not be released until the certificate of final inspection is issued and all billable charges to the permittee have been paid.