

**INDIVIDUAL
APPLICATION AND PERMIT
FOR USE OF CITY
STREETS AND RIGHT OF WAY**

**\$5,000 Bond (cashier check)
\$1,000 Fee**

This permit is incomplete without page 2
PLEASE PRINT IN INK OR TYPE

Applicants Name	Contractor Name (Individual, Company, etc.)
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Contact's Name & Phone Number	Phone

Request: I do hereby make application for a permit to use the right of way of the following city streets.

Street or Other	Location (Give distance and direction from nearest main intersection.)
Date work to start on	Date work to be completed by
Purpose: _____ _____ _____ _____ _____ _____	

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 to the permit as issued constitutes acceptance to 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/Authorized Agent Signature	Date
_____	_____
(If authorized agent - I hereby certify that I am acting as an authorized agent on behalf of the named applicant.)	

**INDIVIDUAL PERMIT PERFORMANCE BOND
REQUIRED BY CITY OF MACKINAC ISLAND
FOR ISSUANCE OF PERMIT TO USE CITY STREET**

City Bond NO.
Surety Bond NO.

WHEREAS the City of Mackinac Island, herein called the "CITY" has issued a permit to:

(Permittee Name)

(City, State, Zip)

hereinafter called the "PRINCIPAL", to use and/or occupy the right of way of the CITY street right of way, which permit is incorporated by reference in this bond.

NOW THEREFORE BY THIS INSTRUMENT, We, the PRINCIPAL and _____ an
(Surety Name)

organization authorized to do business in the State of Michigan, hereinafter called the "SURETY", for value received, are held and firmly bound to the CITY in the sum of \$ _____ dollars lawful money of the United States of America to be paid to the CITY, to which payment, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly and irrevocably by this bond to insure the completion of all work in accordance with the requirements and provisions of said permit including the restoration of the CITY streets and right of ways, and appurtenances of the CITY to the extent that they have been compromised as a result of the PRINCIPAL'S performance or failure to perform.

FURTHER, SURETY stipulates and agrees that:

1. Should the CITY so demand, SURETY shall promptly perform or cause to be performed to the satisfaction of the CITY all or any portion of the work specified in accordance with the terms, provisions and conditions of said permit to the extent of the value of this bond. In no event shall the SURETY incur or pay any costs or expenses associated with the completion of the work as ordered by the CITY in excess of the penal sum of this bond.
2. No charge, extension of time, alteration or addition to the terms of the permit, including any application specifications for the work to be performed thereunder, shall affect its obligations on this bond, and SURETY hereby waives notice of any such change, extension, alteration or addition.
3. Its obligations assumed hereby remain in full force and effect until notice of termination of such obligations is given to SURETY by the CITY notwithstanding the assignment or divestiture by the PRINCIPAL of the private property relating to the permit.
4. The SURETY guarantees all construction and/or restoration work required by the permit against defective workmanship or materials for a period of one (1) calendar year from the date of acceptance or such work by the CITY. All claims for defective workmanship or materials must be made against the PRINCIPAL and the SURETY no later than thirty (30) calendar days after the expiration of the one (1) calendar year maintenance period.

THE CONDITION OF THIS BOND is such that if the PRINCIPAL, to the satisfaction of the CITY, performs the work in accordance with the terms, provisions and conditions of the permit, then this obligation shall become void, except as provided in item 4 above, upon receipt by SURETY of a notice of termination of performance obligations from the CITY; otherwise this bond remains in full force and effect. PROVIDED HOWEVER, that regardless of the number of years this bond shall continue in force and the number of premiums that shall be payable or paid, the SURETY shall not be liable hereunder for a larger amount, in the aggregate than the penal amount of this bond which shall be the maximum liability of the SURETY for any and all losses, costs, expenses or damages the CITY may sustain.

SIGNED AND SEALED this _____ day of _____, 20 _____.

FILL OUT COMPLETELY

Principal Name (Permittee)	Address	Phone
Surety Name (Organization)	Address	Phone
Surety Contact (In Event of Claim)	Address	Phone
Principal (Signature)	Surety/Attorney-in-Fact* (Signature)	
Principal Name and Title (Please Print)	Attorney-in-Fact (Please Print)	

*The individual signing as an Attorney-in-Fact for the SURETY must attach a valid and current certificate of authority.

TO BE COMPLETED BY CITY

<u>NOTICE TO SURETY OF PERMIT ISSUANCE</u>	<u>NOTICE TO SURETY OF BOND STATUS</u>
Permit No. Insured by Bond	☐ Permit operations covered by the above bond have been completed and performance obligations are hereby terminated effective _____. Obligations for defective workmanship and materials continue as specified above. ☐ Permit covered by the above bond has been canceled prior to performance. Liability under the bond is therefore terminated effective _____. By: _____
Permittee	
Permit Issue Date	

GENERAL CONDITIONS

This permit is issued subject to the following conditions:

1. This permit grants to the permittee only those rights specifically stated and no other. Maintenance work within the street right of way may require a separate permit.
2. Issuance of this permit does not relieve permittee from meeting any and all requirements of law, or of other public bodies or agencies. The permittee shall be responsible for securing and shall secure any other permits or permission necessary or required by other governmental bodies, corporations or individuals for the activities hereby permitted.
3. The permittee agrees as a condition of this permit to:
 - a. Have in the permittee's or in the permittee's representative's possession on the job site at all times, the approved permit or a copy thereof, with necessary plans or sketches.
 - b. Provide and maintain all necessary precautions to prevent injury or damage to persons and property from operations covered by this permit.
 - c. Furnish, install, and maintain all necessary traffic controls and protection during permittee's operations.
 - d. Advise the City (Chief of Police) within seven (7) days of completion of work authorized by this permit so that final inspection may be made and where appropriate the surety deposit released. Surety deposit will not be released until the work authorized by the permit has been completed, inspected and all inspection charges billable to the permittee are paid.
4. Nothing in this permit shall be construed to grant any rights whatsoever to any public utilities whatsoever except as to the consent herein specifically given, nor to impair any existing rights granted in accordance with the constitution or laws of this state.
5. Any operations in the city street right of way not covered by permit are in violation of the jurisdictional authority of the City. Any change or alteration in the permit activities requires prior approval of the City and may require a new permit.
6. 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.
7. The construction, operation, and maintenance of the facility covered by this permit shall be performed without cost to the City unless specified herein. The permittee shall be responsible for the cost of restoration of the city streets and other City facilities and right of way determined by the City to be damaged as a result of the activities of the permittee.
8. Facilities allowed on City street right of way will be placed and maintained in a manner which will not impair the street or interfere with the reasonably safe and free flow of traffic. Failure of the permittee to maintain the facilities located within the City street right of way so as not to interfere with the operation, maintenance, or use of the street by the traveling public may result in revocation of the permit.

9. The permittee shall save harmless the City and all of its employees and agents 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 specified.
10. This permit is not assignable and not transferable unless specifically agreed to by the City.
11. 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 City's interest and the permittee shall reimburse the City for its costs in doing same. The permittee expressly waives any right to claim damages or compensation in the event this permit is revoked.
12. The permittee shall upon request by the City furnish a performance surety deposit in the form of a bond, cash, or certified check, or when authorized by the City, an irrevocable letter of credit, in such amount as deemed necessary by the City to guarantee restoration of the City street and other City property or performance under the conditions of the permit.
13. 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 uncompleted activity authorized by this permit which adversely affects the operation and/or maintenance of the City street or which is not completed by the expiration date of the permit including:
 - a. Completion of construction.
 - b. Removal of materials.
 - c. Restoration of the City street and right of way as necessary for the reasonably safe and efficient operation of the City street.

The permittee further acknowledges that he/she 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 affect 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 or released to the depositor.

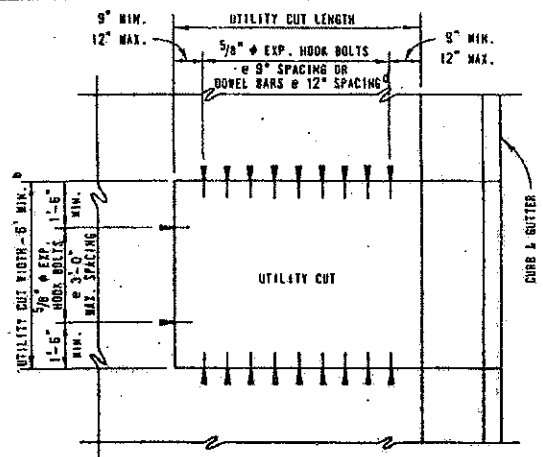
14. The City reserves the right during the times any and all of the work is being performed to assign an inspector to protect the City's interest and to charge the permittee all such costs incurred. In addition, the permittee may be billed any engineering and review fees incurred by the City or its agent in connection with the work covered by this permit.
15. Upon the City's request, as built drawings of work performed will be furnished to the City within thirty (30) days after completion of the work.
16. The permittee acknowledges that the City is without liability for the presence of the permittee's facility which is located within the street right of way. Acceptance by the City of work performed, and/or notice of termination of performance obligations for the surety and/or the permittee do not relieve the permittee of full responsibility for the permittee's work or for the presence of the permittee's facility in the street right of way.
17. Where the City has accepted an indemnification commitment in lieu of bond and/or insurance policies, such commitment is incorporated into this permit by reference.
18. Restoration of the City streets and right of way shall be such that it will provide a condition equal to or better than the original condition.

**INSURANCE REQUIREMENT FOR ACTIVITIES PERFORMED
PURSUANT TO A PERMIT ISSUED BY THE CITY OF MACKINAC ISLAND**

ADDITIONAL CONDITIONS

1. The permittee shall name as additional insured parties on any general comprehensive liability insurance or commercial general liability insurance carried by the permittee or its contractor, the City of Mackinac Island and all its officers, agents, employees, and those governmental bodies performing permit activities for the City and all of its officers, agents and employees.
2. Such insurance shall consist of:
 - a. Insurance specifications: Comprehensive general liability, including coverage for contractual liability, completed operations, and/or product liability X, C & U and contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all of the above.
 - b. Amounts: These are:
 1. Comprehensive general liability.

Bodily injury	- \$500,000 each occurrence
	- \$500,000 aggregate
Property damage	- \$250,000 each occurrence
	- \$250,000 aggregate
 2. Commercial general liability insurance limits shall be \$500,000 each occurrence and aggregate.
3. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.
4. Should the policy be canceled or expire, all activities authorized by the permit shall cease and the authority to continue operating within the right of way is deemed of no effect pending reinstatement of such policy in conformity of the above.
5. Proof of insurance shall be the certificate of insurance, or should the City elect, a copy of the policy or both.
6. All certificates of insurance will be received by the permit issuing office.



PLAN VIEW
PAVEMENT REPLACEMENT
(CONCRETE PAVEMENT OR CONCRETE BASE COURSE)

- a. WHEN ANY CUT IS CLOSER THAN 2' TO LONGITUDINAL JOINT, EXTEND CUT TO JOINT. JOINTS IN WHEEL TRACKS SHOULD BE AVOIDED. IF CUT IS CLOSER THAN 6" TO A TRANSVERSE JOINT, EXTEND CUT TO JOINT. PAVEMENT CUTS SHALL BE PERPENDICULAR TO THE LONGITUDINAL JOINT. THE DISTANCE BETWEEN UTILITY CUTS SHALL BE 6' OR MORE.
- b. DOES NOT APPLY TO OBSERVATION HOLES. OBSERVATION HOLES WILL NOT EXCEED 3 S.F., REINFORCE SLAB AND EITHER 95% BACKFILL COMPACTION OR MOOKOLTS ARE REQUIRED. WHERE LARGER HOLES ARE NEEDED, THE REQUIREMENTS FOR UTILITY CUTS SHALL APPLY.
- c. ALSO APPLIES TO DISTANCE FROM END OF TRENCH TO UTILITY CUT.
- d. DOWEL BARS MAY BE SUBSTITUTED FOR EXPANSION HOOK BOLTS, SEE STANDARD PLAN II-44 SERIES. HOOK BOLTS SHALL HAVE $\frac{3}{8}$ " MINIMUM EMBEDMENT LENGTH IN SLAB. SEE STANDARD PLAN II-40 SERIES FOR DETAILS OF HOOK BOLTS.

PREPARED BY DESIGN DIVISION	<i>J.B. Anderson</i> ENGINEER - CONSTRUCTION	<i>J.H. Williams</i> ENGINEER - ROAD DESIGN	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS PROVISIONS FOR			
	<i>Alfonso S. Williams</i> ENGINEER OF MAINTENANCE	<i>H.E. Bushnell</i> ENGINEER OF DESIGN	UTILITY CUTS, TRENCHES, AND PAVEMENT REPLACEMENT			
	<i>William T. A'Heide</i> ENGINEER OF TESTING AND RESEARCH	DEPARTMENT DIRECTOR JAMES P. FITZ				
	<i>J.R. Jacobs</i> ENGINEER OF UTILITIES - PERMITS	<i>Donald E. Dine</i> DEPUTY DIRECTOR - HIGHWAYS	T.M.A. APPROVAL	4-3-85 PLAN DATE	UP - 1	SHEET 1 OF 2

These provisions as specified are a part of MDOT Form #2205, "Application and Permit to Use State Trunkline Right-of-Way."

Permit No. _____

Date of Issuance _____

Location or Description: _____

The following details shown on this drawing are incorporated into Permit as indicated:

Pavement shall be replaced by:

- Concrete (6 sacks per cubic yard) ☐
- High Early Strength Concrete (9 sacks per cubic yard) ☐
- Rapid Set Concrete ☐
- Hot-Mix Bituminous over aggregate - Specify Bituminous ☐
- Temporary Cold Patch permitted ☐
- Hot-Mix Bituminous over Black Base ☐
- Hot-Mix Bituminous over Concrete Base Course ☐
- Other - Specify ☐

If Concrete Pavement:

- Expansion Hook Bolts required ☐
- Load Transfer (Dowel Basket) replacement required (if removed) ☐
- Steel Reinforcement - 42 pounds per 100 square feet (sidewalk mesh) ☐
- Steel Reinforcement - 85 pounds per 100 square feet ☐

Backfill required:

- Existing material ☐
- Granular material (clean sand) ☐
- Soil Cement (1½ sacks per cubic yard) ☐
- Other - Specify ☐

Density requirement:

- 9" layers with hand vibrator compaction ☐
- Controlled density (Inspection required) ☐
- Controlled density (Certified density records required) ☐

Special Requirements:

District Utilities - Permits Engineer

1-27-85 (REV. 1)

4-3-85

PLAN DATE

UP - 1

SHEET

2 OF 2