

**APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN
WITHIN THE RIGHT-OF-WAY OF; OR TO CLOSE, A COUNTY ROAD.**

APPLICATION

An applicant is defined as an owner of property adjacent to the right-of-way, the property owner's authorized representative; or an authorized representative of a private or public utility who applies for a permit to construct, operate, use, and/or maintain a facility within the right-of-way for the purpose outlined within the application. A contractor who makes application on behalf of a property owner or utility must provide documentation of authority to apply for a permit.

APPLICANT	Name:	CONTRACTOR	Company:
	Address:		Address:
	Phone No: Cell No:		Phone No: Cell No:
	Fax No:		Fax No:
	Email Address:		Email Address:

Applicant/Contractor request a permit for the following work within the right of way of a county road:

LOCATION: County Road _____ Between _____ And _____

Township _____ Section ____ T ____ R ____ Side of Road N S E W Property ID _____

DATE: Work to begin on _____; Work to be completed by _____

I certify and acknowledge that (1) the information contained in this application is true and correct, (2) the commencement of the work described in this application shall constitute acceptance of the permit as issued, including all terms and conditions thereof and, (3) if this permit is for commercial or residential driveway work, I am the legal owner of the property that this driveway will serve, or I am the authorized representative.

Applicant's Signature: _____

Title: _____ Date: _____

Contractor's Signature: _____

Title: _____ Date: _____

PERMIT

The term "Permit Holder" in the terms and conditions set forth on the reverse side hereof, refers to the applicant and the contractor, where applicable. By performing work under this permit, the Permit Holder acknowledges and agrees that this permit is subject to all the rules, regulations, terms and conditions set forth herein, including on the reverse side hereof. Failure to comply with any of said rules, regulations, terms and conditions shall render this permit NULL AND VOID.

REQUIREMENTS	FEE TYPE	AMOUNT	RECEIPT NO	DATE			
	Letter of Credit \$ _____					<input type="checkbox"/> Y	<input type="checkbox"/> N
	Permit Fee					<input type="checkbox"/>	<input type="checkbox"/>
	Inspection Fee					<input type="checkbox"/> Y	<input type="checkbox"/> N
	Ecuj 'Bond					<input type="checkbox"/> Y	<input type="checkbox"/> N
	Certificate of Insurance					<input type="checkbox"/> Y	<input type="checkbox"/> N
Other					Attachments/Supplemental Specifications	<input type="checkbox"/> Y <input type="checkbox"/> N	

OTHER REQUIREMENTS: _____

Recommended For Issuance By: _____

Title: _____ Date: _____

Approved By: _____

Title: _____ Date: _____

TERMS AND CONDITIONS

1. **Specifications.** All work performed under this permit must be done in accordance with the application, plans, specifications, maps and statements filed with the County Road Commission ("Road Commission") and must comply with the Road Commission's current procedures and regulations on file at its offices and the current MDOT Standard Specifications for Construction, if applicable.
2. **Fees and Costs.** The Permit Holder shall be responsible for all costs incurred by the Road Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Road Commission, at the time the permit is issued.
3. **Bond.** The Permit Holder shall provide a cash deposit, irrevocable letter of credit or bond in a form and amount acceptable to the Road Commission at the time permit is issued.
4. **Insurance.** The Permit Holder shall furnish proof of general liability insurance in amounts not less than \$1,000,000 each occurrence and general aggregate, proof of automobile liability in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$500,000 for bodily injury per person. Such proof of insurance shall include a valid certificate of insurance demonstrating that the Road Commission is an additional insured party on the policy. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without 30 days advance written notice to the Road Commission, by certified mail, first-class, return receipt requested. This permit is invalid if insurance expires during the authorized period of work described herein.
5. **Indemnification.** In addition to any liability or obligation of the Permit Holder that may otherwise exist, Permit Holder shall, to the fullest extent permitted by law, indemnify and hold harmless the Road Commission and its commissioners, officers, agents, and employees from and against any and all claims, actions, proceedings, liabilities, losses, and damages thereof, and any and all costs and expenses, including legal fees, associated therewith which the Road Commission may sustain by reason of claims for or allegations of the negligence or violation of the terms and conditions of this permit by the Permit Holder, its officers, agents, or employees, arising out of the work which is the subject of this permit, or arising out of work not authorized by this permit, or arising out of the continued existence of the operation or facility, which is the subject of this permit.
6. **Miss Dig.** The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT (800) 482-7171 or www.missdig.org AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS, BEFORE YOU START WORK. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of Work.** The Permit Holder must notify the Road Commission at least 48 hours before starting work, when work is completed, and additionally as directed by the Road Commission.
8. **Failure to Notify / Disruption.** Failure to provide the required notification and other disruptions (such as improper signing/safety issues) shall result in an additional inspection charge of four (4) hours of inspection time to cover time lost in disruption of scheduling and other related costs incurred by the Road Commission.
9. **Inspections.** The Road Commission reserves the right to make spot inspections at any time to verify proper construction and compliance with Road Commission standards and policies. Inspection fees shall be on an hourly basis and shall be the fee designated each year by the Board. Inspections shall be billed in increments of quarter-hours, and shall include time spent onsite as well as travel time from the Road Commission office or the agent's previous location, whichever is closer. Contact the Road Commission regarding regular working hours. Inspections performed during regular hours will be billed at the regular hourly rate. All other inspections will be billed at overtime rates. The Permit Holder must notify the Road Commission by mail of the completion of the project and request in the communication a final inspection for the release of the permit.
10. **Regarding Utilities.** For permits related to the installation, construction, placement, relocation or maintenance of wires, poles, tracks, conduits or similar facilities (collectively, "Facilities"), the permit holder shall be responsible for all costs associated with relocation, removal and/or repair of Facilities if such relocation, removal and/or repair is necessary, in the sole and reasonable determination of the Road Commission, to the performance of construction, maintenance or repair work by the Road Commission, its agents assignees, engineers and/or contractors.
11. **Safety.** Furnish, install and maintain all necessary traffic controls and protection during Permit Holder's operations in accordance with the 2005 Michigan Manual of Uniform Traffic Control Devices, Road Commission's Work Zone Signing Policy and any supplemental specifications set forth herein.
12. **Restoration and Repair of Road.** The construction, operation and maintenance of the activity covered by this permit shall be performed by the Permit Holder without cost to the Road Commission unless specified herein. The Permit Holder shall also be responsible for the cost of restoration and repair of the right-of-way determined by the Road Commission to be damaged as a result of the activity which is the subject of this permit. Restoration shall meet or exceed conditions when work is commenced and be in accordance with specifications. The Permit Holder shall be responsible for costs incurred by the Road Commission for emergency repairs performed by or on behalf of the Road Commission for the safety of the motoring public. Said repairs shall be performed with or without notice to the Permit Holder if immediate action is required. This determination shall be in the sole and reasonable opinion of the Road Commission.
13. **Limitation of Permit.** Issuance of this permit does not relieve Permit Holder from meeting any and all requirements of law, or of other public bodies or agencies. The Permit Holder shall be responsible for securing and shall secure any other permits or permission necessary or required by law from cities, villages, townships, corporations, property owners, or individuals for the activities hereby permitted. Any work not described by the application, including the time and place thereof, is strictly prohibited in the absence of the application for and issuance of an additional permit or amendment to this permit.
14. **Revocation of Permit.** This permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Road Commission. It is understood that the rights granted herein are revocable at the will of the Road Commission and that the Permit Holder acquires no rights in the right-of-way and expressly waives any right to claim damages or compensation in case this permit is revoked.
15. **Regarding Driveway Culverts.** If it is determined that a culvert is not required at this time, the property owner will be responsible for the cost of the proper culvert, material, and installation if road improvements or drainage problems cause one to be required in the future.
16. **Expiration of Permit.** The work covered in this permit shall be completed within (90) ninety days or by the, "Work to be completed by:" date assigned by the Road Commission on the permit. If the work is not completed by this time and an extension has not been granted prior to the permit expiring, the permit will be void and the Permit Holder will have to reapply.
17. **Assignability.** This permit is not assignable and not transferable unless specifically agreed to by the Road Commission.
18. **Authority.** The statutory authority of the Road Commission to require compliance with permit requirements is predicated upon its jurisdictional authority and is set forth in various statutes including, without limitation and in no particular order, MCL §247.321 et seq; MCL §224.19b; MCL §560.101 et seq; and MCL §247.171 et seq.