

**APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN
A TEMPORARY KNOWN ENCROACHMENT WITHIN THE RIGHT-OF-WAY**

Houghton County Road Commission
20140 Gagnon Circle, M-26, PO Box 269
Hancock, MI 49930
Phone: 906-482-3600 / Fax: 906-482-9600

Application No. _____
Permit No. _____
Issue Date: _____

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 temporary facility within the right-of-way for the purpose outlined within the application. The applicant and landowner acknowledge that this permit allows TEMPORARY placement of a known encroachment within the right-of-way and that the Road Commission can remove or require removal of said encroachment at any time for any reason.

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|---|-------------------------------------|-------------------------------|---|
| Applicant | Name: | Contractor | Company: |
| | Address: | | Address: |
| | Phone No.: | | Phone No.: |
| | Cell: Fax No.: | | Cell No.: Fax No.: |
| | Email Address: | | Email Address: |
| Applicant/Contractor request a permit for the following temporary known encroachment within the right of way of a county road: | | | |
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| Applicant/Contractor request a permit for the following work within the right of way of a county road related to the temporary known encroachment: | | | |
| | | | |
| | | | |
| County Road _____ Between _____ And _____ | | | |
| Township _____ Section ____ T ____ R ____ Side of Road <u>N</u> <u>S</u> <u>E</u> <u>W</u> Property ID _____ | | | |
| Work to begin on: _____; Work to be completed by: _____; Encroachment removed 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, (3) I am the legal owner of the property, or I am the authorized representative, and (4) The legal landowner has been notified and agrees to the requirements of this permit. | | | |
| Applicant Signature: _____ | | Contractor's Signature: _____ | |
| Applicant Name: _____ | | Contractor's Name: _____ | |
| Title: _____ Date: _____ | | Title: _____ Date: _____ | |

PERMIT

The term "Permit Holder" in the terms and conditions issued with this Permit 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 herewith. Failure to comply with any of said rules, regulations, terms and conditions shall render this permit NULL AND VOID.

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. **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.
4. **Temporary Encroachment.** This permit is temporarily allowing a known encroachment to be placed and maintain in the right-of-way. This permit may be revoked and the encroachment be removed by the Road Commission without notice to the permit holder at any time and for any reason deemed by the Road Commission. The encroachment can also be notified for removal per proper encroachment removal order, at the cost of the land owner. All liability for permitted encroachment shall be borne by the property owner. Item #5 in these Terms & Conditions fully applies.
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. **Time Restrictions.** All work shall be performed Mondays through Fridays between 8:00 a.m. and 5:00 p.m. unless written approval is obtained from the Road Commission, and work shall be performed only during the period set forth in this permit. Perform no work except emergency work, unless authorized by the Road Commission on Saturdays, Sundays, or from 3:00 p.m. on the day proceeding until the normal starting time the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
9. **Safety.** Furnish, install and maintain all necessary traffic controls and protection during Permit Holder's operations in accordance with the *Michigan Manual of Uniform Traffic Control Devices, Part 6* and any supplemental specifications set forth herein.
10. **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.
11. **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.
12. **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.
13. **Assignability.** This permit is not assignable and not transferable unless specifically agreed to by the Road Commission.
14. **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.

| FEE TYPE | AMOUNT | RECEIPT NO | DATE |
|------------|--------|------------|------|
| Permit Fee | \$ | | |

OTHER REQUIREMENTS: _____

Drafted by: _____

Address: _____

Phone: _____

Approved by:

Signature: _____

Name: _____

Title: _____ Date: _____