

TUSCOLA COUNTY ROAD COMMISSION

Right - of - Way Permit Worksheet

DATE: _____

Applicant/Property Owner:

Contractor:

Phone: _____

Phone: _____

Project Locations:

Township: _____

Section: _____

TYPE OF WORK:

Existing: _____ Residential: _____ Commercial: _____ Farm: _____

RECOMMENDATIONS: _____

DIVISION FOREMAN: _____

FLAGGED: _____

APPLICATION AND PERMIT

Permit Number _____

to construct, operate, maintain
use and/or remove within a county
road right-of-way

Issuance Date _____

BOARD OF COUNTY ROAD COMMISSIONERS of _____ Tuscola _____ County, Michigan
ADDRESS: _____ 1733 S. MERTZ RD., CARO, MI 48723 _____
PHONE: _____ 989/673-2128 _____

If applicant hires a contractor to perform the work. BOTH must complete this form and BOTH assume responsibility for the provisions of this Application and Permit.

| APPLICANT | CONTRACTOR |
|---------------------------------|---------------------------------|
| NAME: _____ | NAME: _____ |
| MAILING ADDRESS: _____ _____ | MAILING ADDRESS: _____ _____ |
| TELEPHONE NO. _____ | TELEPHONE NO. _____ |
| FAX NO. _____ | FAX NO. _____ |
| EMAIL ADDRESS: _____ | EMAIL ADDRESS: _____ |

| | |
|---|--|
| _____ Applicant's Signature Title _____ Date: _____ | _____ Contractor's Signature Title _____ Date: _____ |
|---|--|

| FINANCIAL REQUIREMENTS | ATTACHMENTS REQUIRED |
|----------------------------|-----------------------------|
| Application Fee \$ _____ | Plans and Specs. _____ |
| Permit Fee \$ _____ | |
| Est. Inspect. Fee \$ _____ | Bond _____ |
| Bond \$ _____ | |
| Deposit \$ _____ | Proof of Insurance |
| Other \$ _____ | Yes _____ No _____ |
| To Be Billed \$ _____ | P.I. \$ _____ P.D. \$ _____ |
| Receipt Number _____ | Other _____ |
| Dated _____ | |

APPLICATION

Application and/or Contractor request a Permit for the purpose indicated in the attached plans and specifications at the following location:

CITY _____ / or TOWNSHIP _____ SECTION _____
 NAME OF ROAD _____ on _____ side of road and _____
 for a period beginning _____ and ending _____
 and agrees to the terms of the permit.

PERMIT

A permit is granted in accordance with the foregoing application for the period stated above, subject to the following terms agreed to by the Permit Holder. *When Applicant hires a Contractor the "Permit Holder" is the Applicant and the Contractor.*

RECOMMENDED FOR ISSUANCE:

_____ Investigator
 _____ Date _____ Title _____

PERMIT TERMS

1. **Specifications.** All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the Commission and must comply with the Commission's current requirements and specifications on file at its offices and M.D.O.T. specifications.
2. **Fees and Costs.** Permit Holder shall be responsible for all fees incurred by the Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Commission, at the time the permit is issued.
3. **Bond.** Permit Holder shall provide a cash deposit, letter of credit or bond in a form and amount acceptable to the Commission at the time permit is issued.
4. **Insurance.** Permit Holder shall furnish proof of liability and property damage insurance in the amount stated on this permit naming the Commission as an insured. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without ten (10) days advance written notice by certified mail with return receipt required to the Commission.
5. **Indemnification.** Permit Holder shall hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suits and judgements to which the Commission, 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 Commission, whether due to the negligence of the Permit Holder or the joint negligence of the Permit Holder and the Commission, 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.
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 AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN TWENTY ONE (21) CALENDAR DAYS, BEFORE YOU START WORK. Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of Work.** Permit Holder must notify the Commission at least 48 hours before starting work and must notify the Commission when work is completed.
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 Commission, and work shall be performed only during the period set forth in this permit.
9. **Safety.** Permit Holder agrees to work under this permit in a safe manner and to keep the area affected by this permit in a safe condition until work is completed. All work site conditions shall comply with Michigan Manual of Uniform Traffic Control Devices.
10. **Restoration and Repair of Road.** Permit Holder agrees to restore the road and right-of-way to a condition equal to or better than its condition before the work began; and to repair any damage to the road right-of-way which is the result of the facility whenever it occurs or appears.
11. **Limitation of Permit.** This permit does not relieve Permit Holder from meeting other applicable laws and regulations of other agencies. Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from other governmental agencies, public utilities, corporations and individuals, including property owners. Permission may be required from adjoining property owners.
12. **Revocation of Permit.** The 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 Commission.
13. **Violation of Permit.** This permit shall become immediately null and void if Permit Holder violates the terms of this permit, and the Commission may require immediate removal of Permit Holder's facilities, or the Commission may remove them without notice at Permit Holder's expense.
14. **Assignability.** This permit may not be assigned without the prior approval of the Commission. If approval is granted, the assigner shall remain liable and the assignee shall be bound by all the terms of this permit.
15. This permit is subject to supplemental specifications on file with the Road Commission and Act 200 of Public Acts of 1969.
16. **Permit at Project Site.** A copy of this permit shall be available at the project site and be presented when requested by the Commission. If it is not available for on site review & confirmation, you will be required to cease work immediately. All vehicles, equipment, and personnel must be removed from the Road Right of Way until a TCRC permit is presented.

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