

Right-of-Way Permit Provisions

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 (DOES NOT APPLY TO RESIDENTIAL DRIVEWAY PERMITS)** 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 St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents as additional insured. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be canceled without thirty (30) days advance written notice by certified mail and return receipt required to the Commission.
5. **Indemnification.** Permit Holder shall indemnify and hold harmless the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents from all claims, suits and judgments to which the Commission, its officers, or employees may 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 the 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 TWO (2) 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. (DOES NOT APPLY TO RESIDENTIAL DRIVEWAY PERMITS)** Permit Holder must notify the Commission at least forty-eight (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 AM and 5:00 PM 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 the work is completed. All work site conditions shall comply with the Michigan Manual of Uniform Traffic Control Devices.
10. **Restoration and Repair of Road.** Permit Holder agrees to restore the road 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 Permits.** 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 the 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 the Permit Holder's expense.
14. **Assign ability.** This permit may not be assigned without the prior approval of the Commission. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all the terms of this permit.
15. **Signs.** All signs, that must be removed and/or relocated for construction, under the jurisdiction of the St. Clair County Road Commission, shall be moved, relocated, or replaced by the St. Clair County Road Commission Sign crew. All the sign related costs will be paid by the contractor. All such work shall be arranged and scheduled with the St. Clair County Road Commission.

This permit is subject to supplemental specifications on file with the Road Commission and Act 200 of Public Acts of 1969.