

APPLICATION AND PERMIT

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

CRA 100 Rev 7/99

Permit Number _____

Issuance Date _____

BOARD OF COUNTY ROAD COMMISSIONERS, of LIVINGSTON COUNTY, MICHIGAN
ADDRESS: 3535 GRAND OAKS, HOWELL, MICHIGAN 48843-8575
TELEPHONE: 517-546-4250

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.: _____

Applicant's Signature _____ Title _____ Date: _____	Contractor's Signature _____ Title _____ Date: _____
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FINANCIAL REQUIREMENTS	ATTACHMENTS REQUIRED
Application Fee _____	Plans and Specs. _____
Permit Fee _____	Bond _____
Est. Inspect. Fee _____	Proof of Insurance _____
Bond _____	Yes _____ No _____
Deposit _____	P.I. \$ _____ P.D. \$ _____
Other _____	Other _____
To Be Billed _____	
Receipt Number _____	
Date _____	

APPLICATION

Applicant 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 _____ Lot # _____

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 both the Applicant and the Contractor.

RECOMMENDED FOR ISSUANCE:

_____ Investigator

_____ Date _____ Title _____

**BOARD OF COUNTY ROAD COMMISSIONERS
LIVINGSTON COUNTY, MICHIGAN**

By _____

By _____

By _____

1. 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 office 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 judgments 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 the continued existence of the work product which is the subject of this permit; or any other claim relating to or arising out of the operations, use or continued existence of the work 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 THAT 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 the 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 government agencies, public utilities, corporations and individuals, including property owners. Permission may be required from the adjoining property owners.
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 Commission. It is to be understood that the rights granted herein are revocable at the will of this Board and that the Permit Holder acquires no rights in the highway and expressly waives any right to claim damages or compensation in case this permit is revoked. In the event the County Road Commission determines it is in the public interest to widen or make any other improvements to the county road in which this permit is granted, Permit Holder agrees that if, in the course of widening, altering or modifying said road right-of-way and/or the roadbed itself which necessitates changes, modifications, or alterations to the Permit Holder's installation within or outside the existing county road right-of-way, such changes, alterations and modifications will be undertaken promptly upon receipt of a written request from the County Road Commission and without costs or expenses to the County Road Commission. The Permit Holder herein acknowledges that the contents of this paragraph are a substantial portion of the consideration received by the County Road Commission in the issuance of this permit.
13. **Violation of Permit.**
This permit shall become immediately null and void if Permit Holder violates the terms of this permit and this 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 assignor shall remain liable and the assignee shall be bound by all 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. **Cooperation With Others.**
The issuance of this permit does not give the Permit Holder an exclusive right to work within the area covered by this permit. The Permit Holder shall cooperate with others and shall conduct his operations in such a fashion as to cause minimum conflict with and/or inconvenience to others working in area. The work of others does not relieve the Permit Holder of this responsibility to complete the work in accordance with the permit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sample Excavating 123 One Way Road No Where, Michigan 41234	INSURER A :	
	INSURER :	
	INSURER :	
	INSURER :	
	INSURER :	

Sample

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		ABC123456	10/31/11	10/31/12	EACH OCCURRENCE	\$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			FG55555	10/31/11	10/31/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XYZ654321	10/31/11	10/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT	\$ 100,000
							OTHER E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 100,000 \$ 500,000

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents and employees are listed as Additional Insured.

Please make sure this wording is added! If this wording is not on the certificate of insurance, or an endorsement is provided, we cannot issue a permit.

CERTIFICATE HOLDER**CANCELLATION**

Livingston County Road Commission
3535 Grand Oaks Drive
Howell, Michigan 48843

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE