

RIGHT-OF-WAY PERMIT APPLICATION

Applicant

Company: _____

Name/Title: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Contractor

Company: _____

Name/Title: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Applicant/Contractor requests a permit for the following work within the right of way of the Village of Mattawan Road.

Date work to begin: _____ Date work to end: _____

Street name: _____

Cross Street #1: _____

Cross Street #2: _____

Project Notes:

____ New or ____ Reconstruction

A permit is granted in accordance with the foregoing application for the period stated above, and incorporating the key requirements and conditions agreed to by the permittee as found on page 2 and 3 of this Document.

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 Village of Mattawan and must comply with the Village of Mattawan'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 Applicant/ Permit Holder shall be responsible for all costs incurred by the Village of Mattawan relating to this Application and Permit. The Applicant/Permit Holder shall deposit estimated fees and costs, as determined by the Village of Mattawan, prior to permit issuance/approval.
3. **Bond.** The Permit Holder shall provide a cash deposit, irrevocable letter of credit or bond in a form and amount acceptable to the Village of Mattawan at the time permit is issued.
4. **Insurance.** The Permit Holder shall furnish proof of general liability insurance in amounts not less than \$2,000,000 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 Village of Mattawan 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 Village of Mattawan, 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 Village of Mattawan 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 Village of Mattawan 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 Michigan Public Ave 174 of 2013, 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 Village of Mattawan at least 48 hours before starting work, when work is completed, and additionally as directed by the Village of Mattawan.
8. **Time Restrictions.** All work shall be performed Mondays through Fridays between and unless written approval is obtained from the Village of Mattawan, and work shall be performed only during the period set forth in this permit. Perform no work except emergency work, unless authorized by the Village of Mattawan on Saturdays, Sundays, or from 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 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 Village of Mattawan 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 Village of Mattawan 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 Village of Mattawan for emergency repairs performed by or on behalf of the Village of Mattawan 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 Village of Mattawan.

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 Village of Mattawan. It is understood that the rights granted herein are revocable at the will of the Village of Mattawan 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 Village of Mattawan in writing.

14. **Authority.** The statutory authority of the Village of Mattawan 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.

15. ***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 work, I am the legal owner of the property, or I am the authorized representative.*

(4) *All work performed under this permit will be done in accordance with the Village of Mattawan Construction Guidelines*

Signature/Applicant/Contractor

Date