

## GENERAL CONDITIONS

The construction and work described herein shall be accomplished in accordance with the approved specifications, maps, and statements filed with the City and which are incorporated in and made a part of this permit. The permittee and/or its contractor (hereinafter "permittee") agree to the following general conditions:

1. The permit shall not become operative until it has been fully executed by the City. WHEN APPLICABLE, THE FOLLOWING MUST BE ATTACHED TO THIS PERMIT AT THE TIME THE PERMIT IS EXECUTED:

- a. Plan review and/or field inspection fee
- b. Site plans and specifications or sketch
- c. Required cash deposit and proof of insurance

2. This permit grants to the permittee only those rights specifically stated and no other. Maintenance work within the right of way may require a separate permit unless authorized within the scope of this permit. This permit does not relieve the permittee from meeting any and all requirements of law. The permittee shall be responsible for securing any other legally required permits from the City of South Lyon, other governmental agencies and jurisdictions, corporations, or individuals. Nothing in this permit shall be construed to grant any rights whatsoever to any public utilities except as to the consent herein specifically given, not to impair any existing rights granted in accordance with the ordinances of the City.

3. If required by City, permittee shall, before commencing any operations, deposit with the City a deposit, in the form determined by the City, to cover damage to the roadway, public easement area, or adjacent properties. The City may retain any portion of a deposit which, in the opinion of the City, shall be necessary to cover any expense or damage incurred by it through the granting of this permit, and the deposit or the balance thereof shall be returned to the permittee upon completion of the work to the satisfaction of the City in accordance with applicable City ordinances, requirements, and specifications.

4. The permittee agrees as a condition of this permit to:

- a. Have in the permittee's or the permittee's representative's possession on the job at all times, the approved permit or a copy thereof, with necessary plans or sketches.
- b. Give notice in such form as requested to the City of South Lyon or the designated representative at least two (2) days prior to the commencement of any operations covered by this permit or as specified
- c. Except emergency work authorized by the City, work is only permitted between the hours of 7 am and 7 pm Monday thru Friday, Saturdays and Sundays by

permission only. Work prohibited from 3 pm on the day proceeding until the normal starting time on the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- d. Furnish, provide, install, and maintain all necessary precautions to prevent injury or damage to person and property from operations covered by this permit.
- e. Furnish, provide, install, and maintain all necessary traffic controls and protection during permittee's operations in accordance with the Michigan Manual of Uniform Control Devices and any supplemental specifications set forth herein.
- f. Advise the City or its designated representative within seven (7) days of completion of work authorized by this permit so that final inspections may be made and, where appropriate, the deposit released. A deposit will not be released until the work authorized by the permit has been completed, and inspected, and all inspections charges billable to the permittee are paid.

5. Any operations in the street right of way not covered by permit and the appropriate Department specifications are in violation of the jurisdictional authority of the City, with respect to the control of the street right of way unless approved by the City. Any change or alteration in the permit activities requires prior approval of the City and may require a new or additional permit.

6. Performance of the requirements of this permit is the responsibility of the permittee, and the permittee shall complete all operations for which this permit is issued in accordance with the conditions of this permit and by the specified completion date.

7. The permittee, operations and work performed under this permit shall meet all requirements of the current City standards and specifications and any supplemental specifications set forth on/or incorporated as a part of this permit.

8. The construction, operation, and maintenance of the facility/ies covered by this permit shall be performed without cost to the City unless specified herein. The permittee shall be responsible for the cost of restoration of the street facilities and right of way determined by the City to be damaged as a result of the activities of the permittee.

9. Facilities allowed on the street right of way will be placed and maintained in a manner which will not impair the street or right of way or interfere with the reasonably safe and free flow of traffic. Failure of the permittee to maintain the facilities located within the City street right of way so as not to interfere with the operation, maintenance, or use of the street by the traveling public may result in revocation of the permit.

10. The permittee is responsible for completion and payment for any repairs due to damage or defects in the right-of-way area (pavements, structures, stop boxes, trees, etc.) that exist at completion of permitted work. If any right-of-way areas are defective prior to commencement of work, Permittee shall document same with photography and provide proper documentation to the City for review prior to commencement of work. As an alternative, the Permittee may arrange for a pre-construction field condition review by requesting this option when calling for inspection.

11. The permittee agrees to assume the entire responsibility for the conduct of the work covered by this permit. Any liability to any party shall be defended by the permittee and shall be adequately insured with minimum insurance amounts determined by the City. The permittee hereby agrees to indemnify, save and hold harmless, the City of South Lyon, all of its employees and agents, from any and all damage, loss liability, costs, expenses, or attorney fees whatever, which the City of South Lyon and its agents might sustain or incur as a consequence of any act of the permittee, its agents and employees, including any damages which the City might incur as a consequences of any claim of whatever nature and by whomever made that may be made against the City of South Lyon and/or its agents as a result of the permittee acting in accordance with the terms of this permit.

12. If the permitted work pertains to a sewer lead and sewer connection, it is the responsibility of the permittee to ascertain the condition and usability of the existing sewer lead to which a connection will be made. The City makes no guarantee of the condition, location, existence, or long-term usability of the existing sewer lead to which a connection will be made. Any existing lead to be reutilized must be televised in right-of-way, and Director of Public Services must approve use of existing lead.

13. On any project involving excavation/backfilling for street or local road crossings, pavement, or utility work, deposits will be held for a minimum period of six (6) months after backfilling or until all right-of-way/easement restoration work is completed and turf has been successfully established, whichever is later. This is to protect against long-term settlements, and the deposits will be held over winter if turf is not successfully established.

14. The permittee shall indemnify, save harmless and defend the City of South Lyon, its officials, employees and representatives against all claims, suits, and judgments of every name and description arising out of the operations covered by this permit or the issuance of this permit. The permittee shall furnish proof of insurance covering liability and property damage and workers compensation insurance unless exempt, arising from the work performed under this permit in amounts stated on the permit or as required by the City.

15. It is understood that the rights granted herein are revocable at the will of the City Manager or his/her designee, and that the permittee acquires no rights in the highway or public easement area and expressly waives any right to claim damages or compensation in case this permit is revoked.

16. The permittee, upon the request of the City shall immediately remove, cease operations and surrender this permit, or alter or relocate, at the permittees own expense, the facility for which this permit is granted. Upon the failure to so do so the City may take any necessary action to protect the street right of way interest and the permittee shall reimburse the City for its costs in doing same. The permittee expressly waives any right to claim damages or compensation in the event this permit is revoked.

17. The permittee assumes all responsibility for the interruption and damage of underground utilities. The presence or absence of utilities is based on the best information shown on the plans, and the City is not responsible for the accuracy of this information. The permittee shall contact all utility owners regarding their facilities prior to starting work. Most utilities may be contacted through MISS DIG.

18. The permittee shall furnish all such personnel and warning devices in accordance with the procedures and standards as established by the Michigan Manual of Uniform Traffic Control Devices.

19. The construction, operation, and maintenance of the facility/ies covered by this permit shall be at the Permittee's expense.

20. The permittee hereby acknowledges and agrees that the City has the right to demand completion by the permittee, use the deposit, complete any uncompleted activity authorized by this permit which adversely affects the operation and/or maintenance of the street right of way or which is not completed by the expiration date of the permit including:

- a. Completion of construction of driveway and/or approach (not authorized by annual permit)
- b. Removal of materials
- c. Restoration of the street, facilities and right of way as necessary for the reasonable safe and efficient operations of the street.

21. The City reserves the right during the time any or all of the work is being performed to assign an inspector to protect the street interest and to charge the permittee all such costs incurred. In addition, the permittee may be billed any engineering and review fees incurred by the City or its agent in connection with the work covered by this permit.

22. Emergency operations – In time of disaster or emergency, or when utility lines or facilities are so damaged as to constitute a danger to life and property of the public, access to the same may be had by the most expeditious route and the work is to be done in a manner which will provide the traveling public with maximum possible safety. Notice of such situation shall be given to the nearest police and fire authority and the City as soon as can reasonably be done under the circumstance. During normal City working hours the permittee shall advise the City of any operations within the right of way which affect traffic operations or the street structure or facilities prior to performance of work. After normal City working hours the permittee, prior to the emergency operation, shall advise the City of South Lyon Police Department of any operations which affect traffic operations or the street structures and facilities. If deemed necessary by the City the permittee shall secure an individual permit for such work the next business day.

23. As built drawings of work performed will be furnished to the City Engineer within 30 days after completion of the work.

24. The permittee shall give notice to the public utilities in accordance with Act 53, P.A. of 1974, as amended, and comply with all applicable requirements of the act. The permittee shall also comply with requirements of Act 347, PA of 1972, as amended controlling soil erosion and sedimentation.

25. The permittee acknowledges that the City is without liability for the presence of the permittee's facility which is located within the street right of way. Acceptance by the City of work performed, and /or notice of termination of performance obligations for the surety and/or the

permittee do not relieve the permittee of full responsibility for the permittee's work or for the presence of the permittee's facility in the street right of way.

26. This permit is not assignable and not transferable unless agreed to by the City

\_\_\_\_\_  
Permittee's Signature

\_\_\_\_\_  
Date

Printed Name:

If applicable:

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

Printed Name: