



## WIRELESS PERMIT TO WORK WITHIN, OCCUPY, MAINTAIN OR TEMPORARILY CLOSE A COUNTY ROAD RIGHT-OF-WAY

### APPLICANT INFORMATION

An applicant is defined as an owner or authorized representative of a wireless service provider or wireless infrastructure provider who applies for a permit to construct, operate, use, and/or maintain a wireless facility, utility pole or wireless support structure within the right-of-way for the purpose outlined within the application. An authorized representative who makes application on behalf of the owner of the wireless facility, utility pole or wireless support structure must provide documentation of authority to apply for a permit.

<b>APPLICANT</b>	Name:		<b>Authorized Representative</b>	Company:	
	Address:			Address:	
	Phone No:	Cell No:		Phone No:	Cell No:
	Fax No:			Fax No:	
	Email Address:			Email Address:	
<p>I the Applicant/Representative request a permit for the following work within the right of way of a county road:</p>          					
<p>Plans and specifications   <input type="checkbox"/> Y   <input type="checkbox"/> N      Proof of insurance   <input type="checkbox"/> Y   <input type="checkbox"/> N      Self Insured   <input type="checkbox"/> Y   <input type="checkbox"/> N</p> <p>MCL 224.19b (Telecom. or Video Services Providers)   <input type="checkbox"/> Y   <input type="checkbox"/> N      MCL 224.19b (disturbance of ROW)   <input type="checkbox"/> Y   <input type="checkbox"/> N</p> <p>Antennas   <input type="checkbox"/> Y   <input type="checkbox"/> N      Facilities   <input type="checkbox"/> Y   <input type="checkbox"/> N      Wireless Support Structure   <input type="checkbox"/> Y   <input type="checkbox"/> N</p> <p>Number of Facilities _____      Poles, New   <input type="checkbox"/> Y   <input type="checkbox"/> N      Pole by Others, New   <input type="checkbox"/> Y   <input type="checkbox"/> N</p> <p>Colocation Utility Poles   <input type="checkbox"/> Y   <input type="checkbox"/> N      Colocation Authority Poles   <input type="checkbox"/> Y   <input type="checkbox"/> N      Make Ready Request   <input type="checkbox"/> Y   <input type="checkbox"/> N</p> <p>LOCATION: County Road _____ Between _____ And _____</p> <p>Township _____ Section <input type="checkbox"/> T <input type="checkbox"/> R      Side of Road _____      Property ID _____</p> <p>DATE: Work to begin on _____; Work to be completed by _____</p>					

Application No. \_\_\_\_\_

Permit No. \_\_\_\_\_

Permit fee: \_\_\_\_\_

Inspection/Other: \_\_\_\_\_

Date Issued: \_\_\_\_\_

## WIRELESS PERMIT

The term "Permit Holder" in the terms and conditions set forth on the reverse side hereof, refers to the applicant and the contractor, where applicable. By performing work under this permit, the Permit Holder acknowledges and agrees that this permit is subject to all the policies, procedures, terms and conditions set forth herein, including on the reverse side hereof. Failure to comply with any of said rules, regulations, terms and conditions shall render this permit NULL AND VOID.

	FEE TYPE	AMOUNT	RECEIPT NO	DATE	
<b>REQUIREMENTS</b>	Permit Fee				Work Order No.: _____ Letter of Credit \$ _____ <input type="checkbox"/> Y <input type="checkbox"/> N
	Make Ready Fee				Surety Bond \$ _____ <input type="checkbox"/> Y <input type="checkbox"/> N
	Colocation Rate				Retainer Letter <input type="checkbox"/> Y <input type="checkbox"/> N
	Inspection Fee				Approved Plans on File <input type="checkbox"/> Y <input type="checkbox"/> N
	Bond				Certificate of Insurance <input type="checkbox"/> Y <input type="checkbox"/> N
	Other				
	To Be Billed				Self-insurance Request <input type="checkbox"/> Y <input type="checkbox"/> N

OTHER REQUIREMENTS:

Recommended for Issuance By:

Approved By:

\_\_\_\_\_

\_\_\_\_\_

1. **Specifications.** All proposed work contained in this permit must be performed in accordance with the application, plans, specifications, maps and statements filed with the County Road Commission ("Road Commission"), and must comply with any modifications requested by the Road Commission and must comply with the Road Commission's applicable procedures and policies on file at its offices and if applicable, MDOT's Standard Specifications for Construction as may be amended from time to time.
2. **Fees and Costs.** The Permit Holder shall be responsible for all costs incurred by the Road Commission relating to review of this application and shall deposit estimated fees, initial colocation rates and costs as determined by the Road Commission, at the time the permit is issued. Prior to permit issuance a deposit of the estimated fees and costs as determined by the Road Commission, will be required at the time the permit is issued. Subsequent to the initial installation covered by this permit, the Permit Holder shall reimburse the Road Commission for any additional costs incurred for its costs for inspection of additional work within the Right-of-Way that will unreasonably affect traffic patterns or obstruct vehicular or pedestrian traffic in the ROW.
3. **Bond.** The Permit Holder shall provide a cash bond, irrevocable letter of credit or surety bond in a form and amount acceptable to the Road Commission at the time permit is issued.
4. **Insurance.** Without limiting the Permit Holder's indemnification of the Road Commission, the Permit Holder shall provide a certificate of insurance evidencing Proof of General Liability (CGL) on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. Proof of automobile liability insurance covering any autos owned, non-owned or hired, and for situations in which no fault insurance does not apply having limits of at least \$1,000,000 for property damage per occurrence, and not less than \$1,000,000 for bodily injury per person, per occurrence. Proof of Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If applicable, Proof of Professional Liability (Errors and Omissions) insurance appropriate to the Permit Holder's profession, with limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. A "claims made" policy can be utilized for professional liability coverage, but only if(1) the Retroactive Date is shown on the certificate and is prior to the start of work, and (2) the insurance must be maintained, and evidence of insurance must be provided to the Road Commission, for at least five (5) years after completion of the work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Permit Holder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Primary Coverage: For any claims related to this contract, the Permit Holder's insurance coverage shall be primary coverage as respects the Road Commission, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Road Commission, its officers, officials, employees, or volunteers shall be excess of the Permit Holder's insurance and shall not contribute with it. Notice of cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Road Commission with a 30-day cancellation provision. Waiver of Subrogation: The Permit Holder shall cause its insurance carrier(s) to grant to the Road Commission a waiver of any right to subrogation which any insurer of the Permit Holder may acquire against the Road Commission or its insurers. Self-Insured Retentions must be declared by the Permit Holder and approved by the Road Commission and shall not exceed \$25,000. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A minus VII. Verification of Coverage: The Permit Holder shall furnish the Road Commission with original Certificates of Insurance including all required amendatory endorsements prior to beginning work. However, failure to obtain the required documents prior to the work beginning shall not waive the Permit Holder's obligation to provide them. Subcontractors: Permit Holder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Permit Holder shall ensure that the Road Commission is an additional insured on insurance required from subcontractors. 12. Terrorism: TRIA terrorism Coverage is required.

**4.1 Additional Insured:** The Road Commission requires that the Permit Holder's general liability (CGL) and auto liability insurance policy contain an endorsement naming the Road Commission, its commissioners, its officers, officials, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Permit Holder including materials, parts, or equipment furnished in connection with such work or operations. In all cases, the additional insured endorsement must specify that its coverage is primary and non-contributory and extends to the full limits of the policy.

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 Road Commission and its commissioners, officers, agents, volunteers and employees from and against any and all legal or equitable claims, allegations, actions, proceedings, liabilities, judgments, losses, costs, expenses (including attorney's fees), and damages arising out of (1) the installation, placement, maintenance, continued existence or the operation of wireless facility, utility pole, or wireless support structure which is the subject of this permit, or (2) the negligent performance or attempted performance of the work described in the

permit, or (3) the violation of the terms and conditions of the permit by the Permit Holder, its officers, agents, or employees, or (4) work performed or attempted to be performed by the Permit Holder that is not authorized by 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 or [www.missdig.org](http://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 Road Commission at least 48 hours before starting work, when work is completed, and additionally as directed by the Road Commission. The Permit Holder shall notify the Road Commission prior to performing routine maintenance when additional work within the Right-of-Way that will unreasonably affect traffic patterns or obstruct vehicular or pedestrian traffic in the right of way.
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 Road Commission, and work shall be performed only during the period set forth in this permit. Perform no work except emergency work, unless authorized by the Road Commission on Saturdays, Sundays, or from 3:00 p.m. 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.** The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection during Permit Holder's operations in accordance with the current *Michigan Manual of Uniform Traffic Control Devices, Part 6* and any supplemental specifications set forth herein. The Road Commission may require an additional permit for work in the right of way (CRA 100), if the work unreasonably affects traffic patterns or obstruct vehicular or pedestrian traffic in the right of way.
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 Road Commission 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 Road Commission 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. All repair work shall be performed within 60 days by the Permit Holder upon receiving written notice from the Road Commission. In the event the repair work is not completed within 60 days the Road Commission will perform the work. The Permit Holder shall be responsible for all documented costs incurred by the Road Commission for repairing damaged areas in the right of way or for emergency repairs performed by or on behalf of the Road Commission for the safety of the motoring public. Emergency repairs may 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 Road Commission.
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 at the Road Commission's request, the Permit Holder shall surrender this permit or alter, relocate or remove its facilities. The Permit Holder acquires no rights in the right-of-way by virtue of this permit and expressly waives any right to claim damages or compensation in the event that this permit is revoked.
13. **Assignability.** This permit may not be assigned or transferred without the express written consent of the Road Commission.
14. **Authority.** The statutory authority of the Road Commission 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; MCL §247.171 et seq and MCL 460.1301 et seq.