

GENERAL CONDITIONS

This permit is issued subject to the following conditions:

1. This permit grants to the permittee only those rights specifically stated and no other. Maintenance work within the street right of way may require a separate permit unless authorized within the scope of this permit.
2. Issuance of this permit does not relieve permittee from emitting any and all requirements of law, or other public bodies or agencies. The permittee shall be responsible for securing and shall have any other permits or permission necessary or required by law from governmental agencies, corporations, or individuals for the activities hereby permitted.
3. 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 Howell Public Services of the designated representative at least five (5) days prior to the commencement of any operations covered by this permit or as specified.
 - c. Perform no work except emergency work, unless authorized by the City, during the following times: NO WORK permitted on weekdays 4pm to 8am, weekends and Holidays.
 - d. Provide and maintain all necessary precautions to prevent injury or damage to person and property from operations covered by this permit.
 - e. Furnish, 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 of Howell Department of Public Services of his designated representative within seven days of completion of work authorized by this permit so that final inspections may be made and where appropriate the surety deposit released. Surety 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.

4. 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.
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 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. The permittee shall meet all requirements of current City standard Specifications for Construction, and the Supplemental Specifications set forth on/or incorporated as a part of this permit.
7. The construction operation and maintenance of the facility 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.
8. Facilities allowed on the street right of way will be placed and maintained in a manner which will not impair the street 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.
9. 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 Howell, all of its employees and agents, from any and all damage, loss liability, costs, expenses, or attorney fees whatever which the City of Howell and its agents might sustain or incur as a consequence of any act of negligence of the permittee, its agents and employees, including any damages which the city might incur as a consequence of any claim of whatever nature and by whomever made that may be made against the City of Howell and/or its' agents as a result of the permittee acting in accordance with the terms of this permit.
10. This permit is not assignable and not transferable unless agreed to by the City.

11. The permittee upon the request of the City shall immediately remove, cease operation 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.
12. The permittee shall upon request by the City furnish a performance surety deposit in the form of an escrow, bond, certified check, or when authorized by the City, an irrevocable letter of credit, in such amount as deemed necessary by the City to guarantee restoration of the street right of way or performance under the condition of this permit.
13. The permittee hereby acknowledges and agrees that the City has the right to demand completion by the permittee, or the performance surety or to 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.
14. 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.
15. 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 Howell 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.

16. As built drawings of work performed will be furnished to the Department of Public Services within 30 days after completion of the work.
17. 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.
18. 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 I 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.
19. Where the City has accepted an Indemnification Commitment in lieu of bond and/or insurance policies, such commitment is incorporated into this permit by reference.