

CONDITIONS OF PERMIT

1. This permit is issued on the condition that licensees and any person working under the authority of this permit shall comply with the requirements of Act 53 of the PA of 1974 – CALL MISS DIG BEFORE YOU DIG – 1-800-482-7171. This also pertains to stump removal.
2. **PRECAUTIONS:** During the progress of any work undertaken within the limits of the said highway in pursuance hereof, the licensee shall provide all barricades, signs, lights, watchmen, and flaggers as may be required for the safety and convenience of the public and/or such additional measures as considered advisable to this City. All traffic control measures shall conform to the Michigan manual of Uniform Traffic Control Devices, latest edition. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the City's duly authorized representative. A copy of this permit and the application therefore shall be kept on the site during the course of any construction pursuant hereof by the Licensee or his duly authorized agent.
3. **ACCIDENT LIABILITY AND INDEMNIFICATION:** The said Licensee shall be liable for all damages to either persons or property or both resulting from or arising out of accidents which may occur as a result of the proposed operations in pursuance hereof. The licensee agrees to save harmless, indemnify, represent and defend the City of Rochester Hills from any and all claims for bodily injury or property damage or any other claim relating to or arising out of the operations, use or continued existence of the work, a structure or facility which is the subject of this permit; or arising out of any other work done within the road right-of-way whether or not specifically authorized or covered by the permit. Licensee shall maintain insurance of the type and in an amount conforming to the City's requirements.
4. **BONDS AND INSPECTION FEE:** The Licensee shall, upon request, file a bond (cash or surety) acceptable to the City and conditioned upon performance of the conditions of the permit and compliance with all requirements of law. The City may retain any portion of the cash deposited herewith which in the opinion of the City shall be necessary to cover any expense for damage through the granting of this Permit and the cash deposit or the balance thereof shall be returned to the Licensee upon completion of the work to the satisfaction of the City. Surety bonds shall be kept in effect by the Licensee until released by this City. The City may also require the deposit of an estimated inspection fee to cover the City's cost of inspecting the work. If the inspection cost exceeds the inspection fee, the Licensee shall pay the additional cost. If the inspection fee exceeds the inspection cost, the balance will be refunded upon permit release.
5. **HIGHWAY:** All damage to drainage structures, roadbeds, trees, pavements, and other highway appurtenances shall be repaired at expense of the Licensee. No portion of the pavement of any highway shall be disturbed without prior permission of the City. Upon completion of any work within limits of the highways, restoration shall be such that it will provide a condition equal to or better than the original condition and in accordance with current City Standards and specifications.
6. **SOIL EROSION AND SEDIMENTATION CONTROL:** This permit does not relieve the Licensee of any responsibility of obtaining a permit from the County Enforcing Agency in accordance with Act 347 of Michigan Public Acts of 1972.
7. **VIOLATION:** The violation of any conditions by the said Licensee shall constitute a revocation hereof and shall operate to suspend and annul any and all rights acquired by the said Licensee under the terms hereof.
8. **REVOCATION OF PERMIT:** It is to be understood that the rights granted herein are revocable at the will of this City and that the Licensee acquires no rights in the roadway and expressly waives any right to claim damages or compensation in case this permit is revoked.
9. **TIME LIMIT AND PROGRESS:** This permit is valid for work within the right-of-way only during the period shown on the face hereof. If the work cannot be done during this period, the City, at its discretion, may grant an extension of time or may reschedule the work period. The Licensee shall conduct his operation without undue hindrance to the traveling public or adjacent property owner, and shall complete the project and restoration of the highway as soon as possible within the allotted time.
10. **NOTIFICATION OF START OF WORK:** The Licensee shall give notice to the City at least two (2) working days prior to commencement of operations covered by this permit.
11. **NOTIFICATION OF COMPLETION OF WORK:** The Licensee shall notify the City in writing when the work is completed and request release of the permit. A copy of this permit shall be kept on the stated work site subject to inspection at all times by any of the City's duly authorized agents.

STANDARD SPECIFICATIONS:

PLANTING OF TREES: All planting requirements, as specified in the City of Rochester Hills Code of Ordinances, Sections 106-56 through 106-58, shall be followed.

TREE PROTECTION: All street trees that may be affected by construction or other activities require protection per Section 106-59.

TREE PRUNING: The topping, pollarding, or lion's tailing of any street tree is prohibited.

TREE REMOVAL: Conditions of removal shall be as specified in Section 106-61.

SUPPLEMENTAL SPECIFICATIONS:

The attached requirements are herein incorporated as part of this permit:

1. Applicant to provide a Certificate of Insurance from the entity removing the permitted right-of-way tree(s) that identifies the City of Rochester Hills as a certificate holder.
2. Prior to the issuance of the Certificate of Occupancy, the Forestry Division needs to inspect all trees, existing or planted, to identify those that may pose a hazard to the safe use of the public right-of-way. Forestry may require the applicant to remove and replace such trees.