

Southgate City Council Agenda

Council Chambers

Wednesday December 7, 2016

6:30pm **Work Study Session**

1. Officials Reports
2. Discussions regarding agenda items.

7:00 pm **Regular Meeting**

Pledge of Allegiance

Roll Call: Colovos, Farrah, George, Graziani, Rauch, Rollet, Zamecki.

Minutes:

1. Work Study Session Minutes dated November 16, 2016.
2. Regular City Council Meeting Minutes dated November 16, 2016.

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from the Mayor; Re: Property Demolition at 11699 Mulberry Page 2
2. Letter from the Mayor; Re: Property Demolition at 16832 Helen Page 6

Scheduled Hearings: **Communications "A" –**

1. Memo from Director of Public Safety; Re: Request for Waiver of Bid/Purchase Approval Page 10
2. Memo from DPS Director; Re: Resolution to Approve Wayne County Annual Permits Page 15
 - a. Special Events – A-17154
 - b. Pavement Restoration – A-17124
 - c. Annual Maintenance – A - 17069

Communications "B" – (Receive and File)

Ordinances:

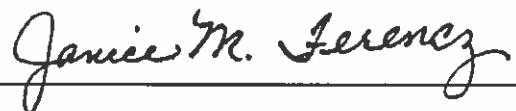
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant # 1318 - \$ See Warrant

Adjournment:



Janice M. Ferencz, City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

November 30, 2016

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for the Property Demolition at 11699 Mulberry

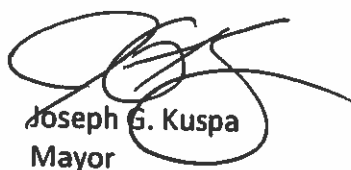
Ladies and Gentlemen:

Bids for the Property Demolition at 11699 Mulberry were received and reviewed by the administration. It is recommended by DPS Director and I concur, that the bid be awarded to the low bidder, All Phaze Construction, Carleton, Michigan in the amount of \$5,450.00.

Sufficient funds are available through CDBG Program Income for this expenditure. The amount will be billed to the property owner and if not paid will be placed on the taxes for next year.

Your favorable consideration of this matter is requested.

Sincerely,



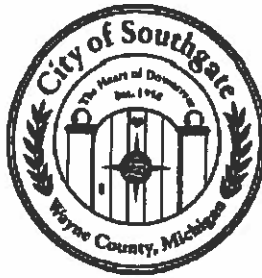
Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURMLINGER
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- CITY COUNCIL -

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DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: November 30, 2016

RE: Recommendation for Property Demolition at 11699 Mulberry

I have reviewed the above with the DPS Director and concur with his recommendation to award this bid to the low bidder, All Phaze Construction, Carleton, Michigan in the amount of \$5,450.00.

Adequate funds are available in the using CDBG Program Income. Upon completion of the demolition a lien will be placed on the property for the cost of the demolished.

**From the Desk of:
Robert Tarabula
Director, D.P.S.
November 16, 2016**



**To: David Angileri
Finance Director**

Re: Bid Recommendation for Property Demolition

After reviewing bids submitted for the **Property Demolition at 11699 Mulberry**, I find . to be the best choice for the City, based upon the following:

- They meet the bid specifications
- They are the low bidder
- They are a company we have worked with on past projects

Therefore, I recommend that the bid be awarded to:

**All Phaze construction
11111 Telegraph Rd
Carleton, MI 48117
(734) 654-2600**

If you have any questions, please contact me.

RT/ad

Bid Tabulation Enclosed

(D/Bids – A: Property Demolition)

City of Southgate
14719 Schafer Court
Southgate, MI 48195
(734) 258-3079

Department of Public Services
Bid Tabulation – 11699 Mulberry Demolition

Due: 10/28/16

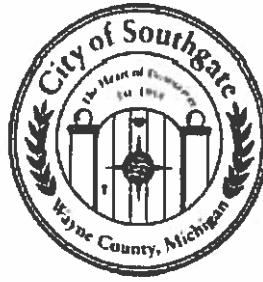
Company		Total Bid	Notes
Able Demolition	⑧	\$10,700.00	+ \$500.00 Asbestos 11,200 Total
Adams Group	⑨	\$11,354.00	
All Phaze	①	\$4,900.00	+ \$550.00 Asbestos 5450 Total
Blue Star	⑤	\$8,800.00	
Direct Construction	③	\$6,500.00	+ \$450.00 Asbestos 6950.00 Total
International Construction		\$10,450.00	
McMillan Group	②	\$6,250.00	
St Design	⑦	\$9,350.00	
Universal Consolidated	⑥	\$8,900.00	
Upright Contractors	④	\$8,650.00	

dm

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

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DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

November 30, 2016

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for the Property Demolition at 16832 Helen

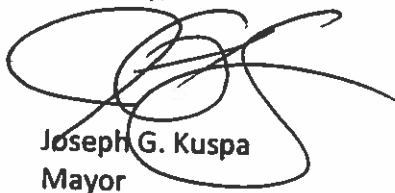
Ladies and Gentlemen:

Bids for the Property Demolition at 16832 Helen were received and reviewed by the administration. It is recommended by DPS Director and I concur, that the bid be awarded to the low bidder, McMillian Group, Inc., Detroit, Michigan in the amount of \$8,250.00.

Sufficient funds are available through CDBG Program Income for this expenditure. The amount will be billed to the property owner and if not paid will be placed on the taxes for next year.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



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Memorandum

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: November 30, 2016

RE: Recommendation for Property Demolition at 16832 Helen

I have reviewed the above with the DPS Director and concur with his recommendation to award this bid to the low bidder, McMillian Group, INC, Detroit, Michigan in the amount of \$8,250.00.

Adequate funds are available in the using CDBG Program Income. Upon completion of the demolition a lien will be placed on the property for the cost of the demolished.

**From the Desk of:
Robert Tarabula
Director, D.P.S.
November 16, 2016**



**To: David Angileri
Finance Director**

Re: Bid Recommendation for Property Demolition

After reviewing bids submitted for the Property Demolition at 16832 Helen, I find McMillian Group, INC. to be the best choice for the City, based upon the following:

- They meet the bid specifications
- They are the low bidder

Therefore, I recommend that the bid be awarded to:

**McMillian Group, INC
2051 Rosa Parks Blvd.
Detroit, MI 48216
(313) 565-6352**

If you have any questions, please contact me.

RT/ad

Bid Tabulation Enclosed

(D/Bids – A: Property Demolition)

City of Southgate
14719 Schafer Court
Southgate, MI 48195
(734) 258-3079

Department of Public Services
Bid Tabulation – 16832 Helen Demolition

Due: 10/28/16

Company		Total Bid	Notes
Able Demolition	(9)	\$12,300.00 (12,800)	+ \$500.00 Asbestos survey
Adams Group	(5)	\$11,233.00	
All Phaze	2-Tie	\$8,400.00 (8,950)	+\$550.00 Asbestos survey
Blue Star	(4)	\$10,600.00	
Direct Construction	2-Tie	\$8,500.00 (8,950)	+\$450.00 Asbestos survey
International Construction		\$13,400.00	
McMillan Group	(1)	\$8,250.00	
St Design	(7)	\$11,450.00	
Universal Consolidated	(8)	\$11,900.00	
Upright Contractors	(6)	\$11,286.00	

dm

MEMO

To: Honorable Mayor Kuspa

From: Office of the Director of Public Safety

Re: Request for Waiver of bid/Purchase approval

Date: 11/29/2016

Dear Mayor,

The Southgate Police Department has been operating the L3 Video in Car System Equipment since 2011. The current L3 Server and Flashback1 system is now out of warranty and we have maintenance issues with the microphones and the DVR's. There is no replacement parts or equipment available. The department is running with only 6 of the original microphones that are in working order. L-3 currently is running a promotional pricing and an extending year of warranty on the DVR up-grade to the Flashback3 system.

The L3 Video System Flashback3 and the new VLX body worn microphones would be upgraded and installed in all thirteen (13) marked patrol vehicles.

The L3 Video System is a digital system that downloads the video wireless when the patrol vehicles returned to the rear of the station, preventing supervisors from having to change out disks or hard drives. The L-3 network server that handles this is also out of the warrant and is slow in response and also is in need of being up-graded.

It is my recommendation that the purchase of the L3 Mobile Vision Flashback 3 Digital Video System, the VLX body worn microphones (16 total) along with cables and conversion equipment be awarded to L3 Mobile Vision in the amount of \$37,346.00, this price includes promotional pricing and the additional year of warranty on the DVR units.

It would also be my recommendation that the purchase of the L3 Mobil Vision Dell Power Edge Server along with the on-site professional services and equipment needed be awarded to L3 Mobile Vision in the amount of \$14,693.24. The total for both items would be \$52039.24.

With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on December 7, 2016 for purposes of a waiver of bid request and purchase approval.

Adequate funding is available in the State Forfeiture Account, this purchase falls under the guidelines that governs the use of these funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey M. Smith". The signature is written in a cursive, slightly stylized font.

Jeffrey M Smith
Director of Public Safety

cc: Finance Director, City Administrator, Public Safety Commission (7), file

MEMO

To: Honorable Mayor Kuspa

From: Duane Bates – Director of Information Technology – City of Southgate

Re: Request for Waiver of bid/Purchase approval

Date: 11/29/2016

Dear Mayor,

I have been working with our Public Safety Director, Jeff Smith, regarding the proposed upgrade of the Police Department L3 Mobile Vision in car video camera systems as well as the proposed upgrade of the supporting infrastructure located within the PD building.

Since we purchased the original L3 Video system many years ago we have been pleased with the performance of the technology and equipment as well as the level of support we have received from the manufacturer when we have any issues. I am confident that sticking with L3 for our in car video needs is in the best interest of the City of Southgate and its residents.

Therefore, I concur with the recommendation of Director Smith regarding the upgrade of our in car video system. The existing system has served us well and exceeded its expected time in service. Upgrading the system will pose no risk to our overall Information Technology environment, an upgrade will only serve to enhance the capabilities of the Police Department in executing their core mission.

Sincerely,



Duane Bates
Director of Information Technology

cc: Finance Director, City Administrator, Public Safety Commission (7), file



Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 206172860

Date November 17, 2016

Sold To

Southgate Police Department

Jeff Smith

14710 Reaume Parkway
Southgate, MI 48195

Phone 734-258-3060

Fax 734-284-0540

Ship To

Southgate Police Department

Jeff Smith

14710 Reaume Parkway
Southgate, MI 48195

Phone 734-258-3060

Fax 734-284-0540

Salesperson	P.O. Number	Ship Via	Terms
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Ryan Phillips

None

Line	Qty	SKU	Description	Unit Price	Ext. Price	Comments
1	13	FB3KUA08V	Flashback3 Upgrade Kit - Includes DVR, 8GBSD, VLX, USB key, backseat microphone. For customers with Flashback1 or Flashback2 systems. Requires return of old Flashback DVR. Only new equipment is warranted. Does not include Panavise Mount.	\$2,758.00	\$35,828.00	
2	13	MVD-FB-EMA-1Y	Flashback, In-Car Video System, 1 Year Warranty	\$299.00	\$0.00	
3	13	MVD-EMA-SWR	PER DVR 1 year EMA. Applies to FB and Body worn devices (BodyVISION and VieVu)	\$70.00	\$0.00	
4	2	MVD-FB-CK2	Flashback Cable Kit: Center Console Mount DVR with Overhead Mount Monitor - 13 feet	\$199.00	\$398.00	
5	3	MVD-VLX-TR	VLX-Transmitter, Voice Link eXtended	\$220.00	\$660.00	
6	3	MVD-VLX-CG	VLX-Charging Base, Charges the Transmitter via A/C.	\$45.00	\$135.00	

Promotional Pricing expires 12/19/2016

FlashBack 3 includes additional year of warranty on the DVR and VLX mic at no charge

Signing below is in lieu of a formal Purchase Order.

Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	37,021.00
Tax	TBD
S&H	325.00
Total	37,346.00

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.

11/17/2016 10:06 am

Page 1 of 1

page 13



Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 205644931

Date July 29, 2016

Sold To

Southgate Police Department
Rebecca Dorosz
14710 Reaume Parkway
Southgate, MI 48195

Phone 734-258-3047

Fax 734-284-0540

Ship To

Southgate Police Department
Rebecca Dorosz
14710 Reaume Parkway
Southgate, MI 48195

Phone 734-258-3047

Fax 734-284-0540

Salesperson		P.O. Number		Ship Via		Terms	
Ryan Phillips				UPS			
Line	Qty	SKU	Description	Unit Price	Ext. Price	Comments	
1	1	LSMVD7705	Dell Power Edge Intel E5-2609-V3. Dual Quad Core Tower, with storage, monitor, keyboard, mouse, 4 Ethernet Ports, USB Card reader, Dell Power Connect 2800, and 2 Ethernet patch cables. 5TB Storage	\$7,844.44	\$7,844.44		
2	1	MVD-TRAN-OPS	On site professional services	\$2,018.75	\$2,018.75		
3	1	MVD-DES-BTO-EOL	OS/DES SWR Installation on EOL Servers & Data Migration	\$750.00	\$0.00		
4	1	LSDVDR2000CDSY	Rimage 2000i CD/DVD system with PC, supplies, and Rapid Exchange Wmty	\$4,730.05	\$4,730.05		

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	14,693.24
Tax	TBD
S&H	100.00
Total	14,693.24

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.



City of Southgate
DEPARTMENT OF PUBLIC SERVICES
14719 Schafer Court · Southgate, Michigan 48195
Phone: (734) 258-3079 · Fax: (734) 246-1333

Memorandum

To: The Honorable Mayor and Members of City Council

From: Robert Tarabula, DPS Director *RT*

Date: December 1, 2016

Re: Resolution Request:
Annual Permit for Special Events –A-17154
Annual Pavement Restoration Permit – A-17124
Annual Maintenance Permit –A-17069

I respectfully request that the City Council pass a blanket resolution of approval for the above listed resolutions which:

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes Robert Tarabula, Director of Public Services to sign the permit on behalf of the City of Southgate.

If you have any questions, please contact me. I would appreciate your favorable consideration of this request.

RT/sb

Enclosure



Warren C. Evans
County Executive

November 3, 2016

City Of Southgate
14400 Dix Toledo Road
Southgate, MI 48195

RE: Annual Permit for Special Events - A-17154

Attention: Robert Tarabula

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

- 1. *Annual Special Events Attachment for Municipalities*
- 2. *Banner Attachment for Municipalities*
- 3. *General Conditions and Limitations of Permits*
- 4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

http://www.waynecounty.com/dps/construction_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments:

*Annual Permit
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Model Community Resolution*

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-17154	
ISSUE DATE 1/1/2017	EXPIRES 12/31/2017
REVIEW No.	WORK ORDER

PROJECT NAME
SOUTHGATE - SPECIAL EVENTS

LOCATION VARIOUS	CITY/TWP SOUTHGATE
PERMIT HOLDER CITY OF SOUTHGATE 14400 DIX TOLEDO ROAD SOUTHGATE, MI 48195	CONTRACTOR
CONTACT ROBERT TARABULA (734) 258-3078	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY **(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)**

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

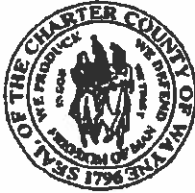
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE \$0.00 PARK FEE \$0.00 OTHER FEE \$0.00 BOND \$0.00 INSPECTION DEPOSIT \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITO	APPROVED PLANS PREPARED BY PLANS APPROVED BY DATE PLANS APPROVED 1/1/2017 REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/tps_engineering_cpoffice.htm
CASHIER	DATE	
	1/1/2017	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

ROBERT TARABULA PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Mr. Ali Aljawad



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, a permit will be issued authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issued authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications for Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damages incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 33, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, siting, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widening or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to ensure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way. County owned property or within a County drain easement. All items identified by the first inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications for Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Permit Construction. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors:

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

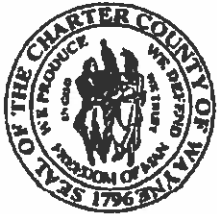
The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2



Warren C. Evans
County Executive

November 5, 2016

City Of Southgate
14400 Dix Toledo Road
Southgate, MI 48195

RE: Annual Pavement Restoration Permit - A-17124

Attention: Robert Tarabula

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments: Annual Permit
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-8504 FAX (734) 595-8356
72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-8504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-17124	
ISSUE DATE 1/1/2017	EXPIRES 12/31/2017
REVIEW No.	WORK ORDER 79364

PROJECT NAME
SOUTHGATE - PAVEMENT RESTORATION

LOCATION VARIOUS	CITY/TWP SOUTHGATE
----------------------------	------------------------------

PERMIT HOLDER CITY OF SOUTHGATE 14400 DIX TOLEDO ROAD SOUTHGATE, MI 48195	CONTRACTOR
CONTACT ROBERT TARABULA (734) 258-3078	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE \$0.00 PARK FEE \$0.00 OTHER FEE \$0.00 BOND \$0.00 INSPECTION DEPOSIT \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITO	APPROVED PLANS PREPARED BY PLANS APPROVED BY DATE PLANS APPROVED 1/1/2017 REQUIRED ATTACHMENTS GENERAL CONDITIONS INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm
TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2017		

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

ROBERT TARABULA PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Mr. Ak Aljawad DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications for Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a **START OF WORK NOTIFICATION** form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.708 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current National Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 33, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signage and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to ensure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be removed prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications for Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be allowed to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Indemnity and Insurance Attachment

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be 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 \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

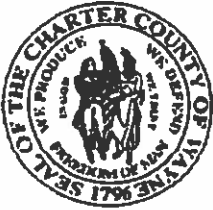
The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2



Warren C. Evans
County Executive

November 11, 2016

City Of Southgate
14400 Dix Toledo Road
Southgate, MI 48195

RE: Annual Maintenance Permit - A-17069

Attention: Robert Tarabula

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-17069	
ISSUE DATE 1/1/2017	EXPIRES 12/31/2017
REVIEW No.	WORK ORDER 79651

PROJECT NAME
 SOUTHGATE - MAINTENANCE

LOCATION VARIOUS ROADS ()	CITY/TWP SOUTHGATE
PERMIT HOLDER CITY OF SOUTHGATE 14400 DIX TOLEDO ROAD SOUTHGATE, MI 48195	CONTRACTOR CONTACT <BLANK>
CONTACT ROBERT TARABULA (734) 258-3078	(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

DESCRIPTION OF PERMITTED ACTIVITY

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLIATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE PLAN REVIEW FEE PARK FEE OTHER FEE BOND INSPECTION DEPOSIT OTHER BOND TOTAL COSTS	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	LETTER OF CREDIT DEPOSIT	PLANS APPROVED BY DATE PLANS APPROVED 1/1/2017
TOTAL CHECK AMOUNT CASHIER DATE	\$0.00 1/1/2017	REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

ROBERT TARABULA
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljawad

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Misa Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widening or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

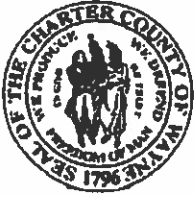
Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications for Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Permit Construction. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and Installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

1. A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be 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 \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

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