

1. **Specifications.** All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the Commission and must comply with the Commission's current requirements and specifications on file at this office. The individual in charge of the work shall have the Permit and the approved plans or sketches in his possession on the job at all times.
2. **Warranty.** Permit holder shall agree to correct any defects which can be attributed to the proposed work and any which may occur in the road right-of-way for a period of one year from the date of completion.
3. **Insurance.** The Permit Holder shall furnish proof of insurance or a protective liability policy naming the Commission as an insured and/or additional insured for the term of this permit for \$300,000.00 personal injury and \$100,000.00 property damage for operations of this permit. Such insurance must be with a carrier acceptable to the Commission, covering a period not less than the term of this permit and shall provide that it cannot be canceled without ten (10) days advance written notice by certified mail with return receipt required to the Commission.
4. **Indemnification.** Permit Holder shall hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suits and judgments to which the Commission, its officers, or employees may subject and for all costs and actual attorney fees which might be incurred on account of injury to persons or damage to property, including property of the Commission, whether due to the negligence of the Permit Holder or the joint negligence of the Permit Holder and the Commission, arising out of the work under this permit, or in connection with work not authorized by this permit, or resulting to comply with the terms of this permit.
5. **MISS DIG.** The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT 1-800-482-7171 AT LEAST 72 HOURS, BUT NOT MORE THAN TWENTY-ONE (21) CALENDAR DAYS, BEFORE YOU START WORK. Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
6. **Notification of Start and Completion of Work.** The Permit Holder must notify the Commission at least 24 hours before starting work and must notify the Commission when work is completed.
7. **Safety.** Permit Holder agrees to work under this permit in a safe manner and to keep the area affected by this permit in a safe condition until the work is completed. All work site conditions shall comply with the current issue of the Michigan Manual of Uniform Traffic Control Devices.
8. **Obligations of the Permit Holder.** The Permit Holder shall surrender the permit herein applied for; surrender all rights hereunder; cease operations; and remove, alter, relocate at the applicant's own expense the facilities for which this permit is granted whenever ordered to do so by the Commission because of the need for the area covered by this permit for public uses or because of a default in any of the conditions of the permit. Upon failure to remove, alter, relocate or surrender the facilities pursuant to the order of the Commission, reimburse the Commission for its cost in doing same. The obligation to operate, use and/or maintain the facility to the satisfaction of the Commission remains in force as long as the facility exists and is within the area under the jurisdiction of the Commission.
9. **Waiver of Rights.** Nothing in this permit shall be construed to grant any rights whatsoever to any public utilities whatsoever except as to the consent herein specifically given, nor to impair in any way any existing rights granted in accordance with the Constitution or Laws of the State.
10. **Drive Culvert.** If a drive culvert is needed for the installation of the driveway or if there is a need to enclose an existing driveway, the proper size, elevation, and type of material will be specified by the Road Commission. The backfill over the pipe will consist of granular material acceptable to the Road Commission or native soil from the immediate area. Broken concrete, brick, cement block or bituminous material will not be allowed for backfilled within the road right-of-way and the cost of removal of such material will be billed directly to the property owner.
11. **Surfaces.** All residential drives along uncurbed streets or roads shall be surfaced with asphalt or gravel from the pavement edge to a point 10 feet from the pavement edge and may be surfaced with asphalt, gravel or concrete from that point to the property line. Residential drives along curbed streets shall be surfaced with asphalt or concrete from the back of curb to the right-of-way line. Variance from these lengths may in certain instances be approved by the County Highway Engineer or his designated representative.
12. **Curb Cuts.** The edges of curb cuts shall be formed by saw cutting. The back of curb shall be cut full depth. The gutter pan shall be cut a minimum of 2" deep. The concrete within the limits of the curb cut shall be removed full depth of the curb. The Contractor shall leave a minimum of 12" of reinforcing steel in place to tie the new reinforcement steel to across the driveway. On roads where curb cuts were placed during construction, but are not in the proper location, the following procedure shall be followed. The entire curb shall be removed to the first contraction joint on each side of the existing curb cut. All steel reinforcement shall be replaced and tied to the existing steel. All expansion joints encountered shall be replaced. Contraction joints shall be constructed at 10' intervals. The cross section of the new curb shall be that of the existing curb.