

**Request for Permit**

***If the applicant hires a contractor to perform the work, the Permit Holder is the Applicant and the Contractor, BOTH must complete this form and BOTH assume responsibility for the provisions of this permit.***

Type of Permit & Fee: \_\_\_\_\_  
Payment Type: \_\_\_\_\_

Applicant	
Name	_____
Address:	_____
City	_____ State _____ Zip Code _____
Phone:	_____ Mobile: _____
Fax:	_____ E-Mail: _____
_____ (Applicants Signature)	
_____ Title	_____ Date

Contractor	
Name:	_____
Address:	_____
City	_____ State _____ Zip Code _____
Phone:	_____ Mobile: _____
Fax:	_____ E-Mail: _____
_____ (Contractors Signature)	
_____ Title	_____ Date

Financial Requirements	Attachments Required
Certificate of Insurance Rec'd	Plans and Specs Rec'd

Location and Description of Work:	
Road: _____	Location: _____
Township: _____	Section: _____
This Location is between:	
1st Cross Street: _____	
2nd Cross Street: _____	
Property is on what side of road?	North South East West
Work to be performed by: _____	
Work Schedule	
For a period beginning on ....	_____
and ending on...	_____



## Permit Provisions

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 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 insured or additional insured for the term of this permit for \$1,000,000.00 personal injury and \$500,000.00 property damage for operations of this permit. Such insurance must be with a carrier acceptable to the Commission and cover 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. Other Public Agencies. This permit does not relieve the Permit Holder from meeting other applicable laws and regulations of other public agencies. The Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from all other public agencies, public utilities, corporations and individuals, including property owners. Permission may be required from adjoining property owners.
12. Assignment. This Permit may not be assigned without the prior approval of the Saginaw County Road Commission. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all terms of this permit.
13. Modification. The terms and conditions of this Application and Permit shall not be modified, amended or altered, and no employee of the Road Commission is authorized to do so, nor has the power to do so, absent said amendment or alteration being in writing and executed by the authorized representative of the Permit Holder and the Road Commission.