STAPLE RECEIPT AND COPY OF INSURANCE HERE

1.0 APPLICANT/PERMITEE:

# PERMIT FOR CURB AND GUTTER MODIFICATION, REMOVAL AND REPLACEMENT ON LOCAL STREETS (CURB CUT)

APPLICANT TO PROVIDE ALL INFORMATION IN BLANK AREAS

**PERMIT NO:** 

3.0 INSURANCE:  NSURANCE CARRIER  Commercial General Liability  /ehicle Liability  Norkmen's Compensation  Permittee: Signature	POLICY NUMBER  City Engineering	EXPIRATION DATE	VERIFIE
NSURANCE CARRIER Commercial General Liability /ehicle Liability	POLICY NUMBER		VERIFIE
NSURANCE CARRIER Commercial General Liability Vehicle Liability	POLICY NUMBER		VERIFIE
NSURANCE CARRIER Commercial General Liability	POLICY NUMBER		VERIFIE
NSURANCE CARRIER	POLICY NUMBER		VERIFIE
	POLICY NUMBER		VERIFIE
3.0 INSURANCE:			
2.0 A DETAILED DESCRIPTION O			
	ACCOUNT	NUMBER: <b>101.000</b>	.47821
LOCATION OF WORK / (ADDRESS):	PERMIT FI	EE:	
(OFFICE PHONE)	(E-MAIL AD	DRESS)	
(CITY, STATE, ZIP CODE)	(24 HOUR E	EMERGENCY PHONE)	
(ADDRESS)	(CONTACT	PERSON)	
(COMPANY NAME)	(FAX)		

# CITY POLICY AND REQUIREMENTS FOR DRIVEWAY HORIZONTAL CURB CUT OR CURB REPLACEMENT ON LOCAL STREETS

#### **GENERAL REQUIREMENTS:**

- 1. All curb cut work shall be performed in accordance with the details, terms, and conditions of this permit. On <a href="Major Roads">Major Roads</a> a **Right-of-way permit will be required** unless otherwise allowed by the City Engineer.
- 2. The Permittee agrees to make any modifications to the curb work deemed necessary by the City Engineering Department while performing the curb work.
- 3. The City Engineering Department shall be notified by the Permittee twenty-four (24) hours in advance of the work to arrange for inspection.
- 4. The Permittee shall pay a permit fee for the first curb cut opening (per address) and an additional permit fee for each additional curb cut opening (per address) as outlined in the City of Royal Oak Engineering Fee Schedule.
- 5. The Permittee shall perform no work on Sundays and holidays, unless authorized in writing by the City Engineer.
- 6. The Permittee shall provide and maintain all necessary precautions to prevent injury or damage to persons and property from curb work authorized under this permit.
- 7. The Permittee shall furnish, install, and maintain all necessary traffic controls and protection during Permittee's operations in accordance with the current edition of the **Michigan Manual** of Uniform Traffic Control Devices. This includes lane required closures during construction operations and barricading roadway
- 8. The Permittee shall advise the City Engineering Department within five (5) days of completion of the curb work for final inspection. **Unless otherwise specified, new curb and gutter shall be placed within 5 days of removal of old curb or pavement**
- 9. Any change or alteration in this permit requires prior <u>written</u> approval by the City Engineering Department and may require a new permit.
- 10. The execution of the work authorized by this permit shall be performed without cost to the City of Royal Oak.
- 11. The Permittee shall be responsible for the restoration of the right-of-way to a condition equal to or better than existed prior to the work covered under this permit or as directed by the City Engineer.
- 12. This Permit is not assignable or transferable.
- 13. The Permittee, upon request of the City Engineer, shall immediately remove, cease operation, and surrender this permit, or alter or relocate at the Permittee's own expense, the facility for which this permit is granted. Upon failure to do so, the City Engineer may take any necessary action to protect the right-of-way interest and the Permittee shall reimburse the City of Royal Oak for its costs in doing same. The Permittee expressly waives any right to claim damages or compensation in the event this permit is revoked.

14. The Permittee shall provide the City of Royal Oak all certificates of insurance in accordance with the following Insurance Requirements for Curb Cut Permit prior to execution of the permit to cut curb.

# **CONSTRUCTION REQUIREMENTS:**

1. Method A: (Horizontal Saw Cut)

Saw cut curb at each end at approximately 45° to back of curb to within 1 1/2" to 1 3/4" from the concrete gutter line. Then saw cut horizontally between the end cuts at 1 1/2" to 1 3/4" above the gutter line.

# <u>Method B</u>: (For placement of new curb and gutter)

Saw cut existing pavement **full depth**, 24" from the back of the existing curb to the next closest curb joint beyond the limits of the necessary removals as directed by the City (one foot minimum if allowed by field engineer from each end of the proposed new curb drop), prior to removal. Place type C-3 modified concrete curb and gutter in accordance with M.D.O.T. Standard Plan #II-30C, see attached detail, including shaping and compaction of the base material. The curb height shall match existing curb height at each end, and over the course of the curb drop, curb shall be 1 1/2" to 1 3/4" high. Contraction joints shall match existing and shall be 1/8" wide x 2" deep troweled joints. \*

- 2. All forms shall be full depth, straight and secured to ensure rigidity so that the finished curb does not exceed the following limits when tested with a fifteen (15) foot straight edge:
  - A. **Vertical Limit** the variation of the surface from the testing edge of the straight edge shall at no point exceed 3/16 of an inch.
  - B. **Horizontal Limit** The variation of a joint or back of curb from the testing edge of the straight edge shall at no point exceed 3/4 of an inch.
- 3. Removal of existing curbing and pavement shall be to the nearest joint of an existing, acceptable pavement slab or curb and gutter in the opinion of the Engineer. The City reserves the right to dictate the limits of curb and pavement removal or restoration when alterations are proposed or required as part of a development. The alteration limits shall be set to achieve a proper, durable restoration that will integrate with existing and future similar improvements and be in the best interest of the City. Deficient pavement, in the opinion of the Engineer, includes sunken, cracked, broken, and scaled road and curbing, curbing not meeting the standard dimensions, slope or thickness or causing the ponding of water will be determined by the City for replacement at the time of plan review. All existing pavement or portions thereof, along the frontage of a development that is substandard or deficient will be reviewed for replacement when a proposed cut is made into the curb or pavement. Alterations of road and curbing on public right-of-way shall be installed to current standards, widths, cross sections and slopes as dictated by the Engineer.
- 4. Any new curbing installed at a crosswalk shall be placed to accommodate barrier-free sidewalk ramps. Barrier-free sidewalk ramps and driveway approaches shall not be placed integral with curbing. Barrier-free sidewalk ramps shall meet or exceed the current Federal ADA requirements, outlined in MDOT Special Detail R-28-F and City of Royal Oak Standard Specifications for Construction.
- 5. The concrete mix shall be ready-mixed transit concrete and shall be composed of Portland cement, fine aggregate, coarse aggregate, water and air-entraining agent. A minimum of 564

pounds of cement per cubic yard of concrete reaching 3500 p.s.i. in twenty-eight (28) days with a slump of  $3" \pm 1"$  and  $6.5\% \pm 1.5\%$  entrained air shall be used. The mix design of the concrete shall be approved by the City Engineering Department prior to use in the work.

- 6. All new curbing installed shall have a longitudinally broomed surface finish.
- 7. After finishing operations have been completed and immediately after the free water has left the surface of the curbing, the curbing shall be completely coated and sealed with a uniform layer of **membrane curing compound**.
- 8. All concrete and other debris from the work shall be disposed of at a recognized landfill by the Permittee on a daily basis.
- 9. Any drive approach removed for a development and not reinstalled in the same location shall require the installation of new full height concrete curb and gutter.

#### **INSURANCE REQUIREMENTS:**

[INSURANCE POLICY ADOPTED BY THE ROYAL OAK CITY COMMISSION ON 8/14/89]

The Contractor shall not commence any permitable work until he has obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the City of Royal Oak, Michigan. All coverage shall be summarized on an industry standard form such as the ACCORD form.

- 1. <u>WORKER'S COMPENSATION INSURANCE</u>: The Contractor shall procure and maintain during the life of this permit, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- 2. <u>GENERAL LIABILITY INSURANCE</u>: The Contractor shall procure and maintain during the life of this permit, Commercial General Liability Insurance, on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions, or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Commercial General Liability shall be "Per Project" or an Owner's & Contractor's Protective Liability policy will be required as noted in item 6 below.
- 3. **AUTOMOBILE LIABILITY**: The Contractor shall procure and maintain during the life of this permit Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than **\$500,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include:

## All OWNED Vehicles\*;

All NON-OWNED vehicles; SCHEDULED and HIRED vehicles.

4. <u>DESCRIPTION OF OPERATIONS, LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</u>

ADDITIONAL INSURED: Commercial General Liability Insurance and Motor Vehicle Liability

Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": <u>The City of Royal Oak, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof with respect to the Commercial General and Automobile Liability policies.</u>

- CANCELLATION NOTICE: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include <u>Thirty (30) days</u> <u>Advance Written Notice of Cancellation</u> in their policies. Non-Renewal, and/or Material Change in Coverage will be sent to: City Engineer, Royal Oak City Hall, 211 Williams Street, P.O. Box 64, Royal Oak, Michigan, 48068-0064."
- 6. OWNER'S & CONTRACTOR'S PROTECTIVE LIABILITY: The Contractor shall procure and maintain during the life of this permit, Owner's and Contractor's Protective Liability with the limits of liability not less than \$500,000 per occurrence and/or aggregate, combined single limit, Bodily Injury and Property Damage. The City of Royal Oak, Michigan shall be "Named Insured" on said coverage. Thirty (30) days notice of cancellation shall apply to this policy. For construction costs over \$100,000, see Table I for required liability amount.

#### TABLE I

Construction Cost	Required Liability Amount
\$ 100,000 - 500,000	\$ 500,000
\$ 500,000 Up	\$ 1,000,000

- 7. **PROOF OF INSURANCE COVERAGE**: The Contractor shall provide the City of Royal Oak, Michigan at the time the permit is returned by him for execution, certificates and policies as listed below:
  - A. Three (3) copies of Certificates of Insurance for:
    - 1. Worker's Compensation Insurance;
    - 2. Commercial General Liability Insurance;
    - 3. Vehicle Liability Insurance:
  - B. <u>Original Policy</u>, or original Binder pending issuance of policy, for Owner's & Contractor's Protective Liability Insurance;
  - C. If so requested, Certified Copies of all policies mentioned above will be furnished.
- 8. **RENEWAL:** If any of the above coverage expire during the term of the permit, the Contractor shall deliver renewal certificates and/or policies to the City Engineer of Royal Oak at least ten (10) days prior to expiration date.
- 9. **CERTIFICATE HOLDER**: The certificate holder shall be as follows:

The City of Royal Oak City Engineer 211 Williams St. Royal Oak, MI 48067

10. The City of Royal Oak reserves the right to deny or void any permit due to any unauthorized change or expiration of any required insurance coverage.

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- 10. The execution of the work authorized by this permit shall be performed without cost to the City of Royal Oak.
- 11. The Permittee shall be responsible for the restoration of the right-of-way to a condition equal to or better than existed prior to the work covered under this permit or as directed by the City Engineer.
- 12. This Permit is not assignable or transferable.
- 13. The Permittee, upon request of the City Engineer, shall immediately remove, cease operation, and surrender this permit, or alter or relocate at the Permittee's own expense, the facility for which this permit is granted. Upon failure to do so, the City Engineer may take any necessary action to protect the right-of-way interest and the Permittee shall reimburse the City of Royal Oak for its costs in doing same. The Permittee expressly

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- 5. The concrete mix shall be ready-mixed transit concrete and shall be composed of Portland cement, fine aggregate, coarse aggregate, water and air-entraining agent. A minimum of 564 pounds of cement per cubic yard of concrete reaching 3500 p.s.i. in twenty-eight (28) days with a slump of 3" ± 1" and 6.5% ± 1.5% entrained air shall be used. The mix design of the concrete shall be approved by the City Engineering Department prior to use in the work.
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#### **INSURANCE REQUIREMENTS:**

# INSURANCE POLICY ADOPTED BY THE ROYAL OAK CITY COMMISSION ON 8/14/89]

The Contractor shall not commence work under this permit until he has obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the City of Royal Oak, Michigan.

- 1. <u>Worker's Compensation Insurance</u>: The Contractor shall procure and maintain during the life of this permit, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- 2. <u>Commercial General Liability Insurance</u>: The Contractor shall procure and maintain during the life of this permit, Commercial General Liability Insurance, on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions, or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Commercial General Liability shall be "Per Project" or an Owner's & Contractor's Protective Liability policy will be required as noted in item 6 below.
- Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this
  permit Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of
  liability not less than \$500,000 per occurrence combined single limit Bodily Injury and Property
  Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all
  scheduled and hired vehicles.
- 4. <u>Additional Insured</u>: Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be

- "Additional Insureds<u>": The City of Royal Oak, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.</u>
- 5. <u>Cancellation Notice</u>: <u>Workers' Compensation Insurance</u>, <u>Commercial General Liability Insurance</u> and <u>Motor Vehicle Liability Insurance</u>, as described above, shall include an endorsement stating the following: "It is understood and agreed that <u>Thirty (30) days Advance Written Notice of Cancellation</u>, Non-Renewal, and/or Material Change in Coverage will be sent to: City Engineer, Royal Oak City Hall, 211 Williams Street, P.O. Box 64, Royal Oak, Michigan, 48068-0064."

Language such as "Endeavor to" and "...But failure to do so shall impose no liability of any kind upon the insurer, its agents or representatives" is unacceptable and shall be removed from all insurance cancellation notices OR the following text shall be added to the additional Insured statement: "THE CITY OF ROYAL OAK WILL BE MAILED THIRTY (30) DAYS NOTICE OF CANCELLATION OF POLICY" and if necessary: "AND 10 DAYS FOR NON-PAYMENT OF PREMIUM".

6. Owner's & Contractor's Protective Liability: The Contractor shall procure and maintain during the life of this permit, Owner's and Contractor's Protective Liability with the limits of liability not less than \$500,000 per occurrence and/or aggregate, combined single limit, Bodily Injury and Property Damage. The City of Royal Oak, Michigan shall be "Named Insured" on said coverage. Thirty (30) days notice of cancellation shall apply to this policy. For construction costs over \$100,000, see Table I for required liability amount.

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  - a. Three (3) copies of Certificates of Insurance for Worker's Compensation Insurance;
  - b. Three (3) copies of Certificates of Insurance for Commercial General Liability Insurance;
  - c. Three (3) copies of Certificates of Insurance for Vehicle Liability Insurance;
  - d. Original Policy, or original Binder pending issuance of policy, for Owner's & Contractor's Protective Liability Insurance;
  - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
- 8. If any of the above coverages expire during the term of this permit, the contractor shall deliver renewal certificates and/or policies to the City Engineer of Royal Oak at **least ten (10) days** prior to expiration date.