

APPLICATION AND PERMIT

to construct, operate, maintain, use and/or remove within
village right-of-way

VILLAGE OF PAW PAW, DEPARTMENT OF PUBLIC SERVICES, 110 HARRY L. BUSH BLVD.,
P.O. BOX 179, PAW PAW, MICHIGAN 49079 - TELEPHONE NO.: (269) 657-3169

If applicant hires a contractor to perform the work, BOTH must complete this form and BOTH assume responsibility for the provisions of this Application and Permit.

APPLICANT	CONTRACTOR
NAME: _____	NAME: _____
MAILING ADDRESS: _____	MAILING ADDRESS: _____
TELEPHONE NO.: _____	TELEPHONE NO.: _____
_____ (Applicant's Signature)	_____ (Contractor's Signature)
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

FINANCIAL REQUIREMENTS	ATTACHMENTS REQUIRED
Application Fee \$ _____	Plans and Specs. _____
Permit Fee \$ _____	Bond _____
Est. Inspect. Fee \$ _____	Proof of Insurance
Bond \$ _____	Yes _____ No _____
Deposit \$ _____	Other <u>(See Attached)</u> _____
Other \$ _____	
To Be Billed \$ _____	
Receipt Number _____	
Dated _____	

APPLICATION

Applicant and/or Contractor request a Permit for the purpose indicated in the attached plans and specifications at the following location:

STREET _____ (LOT NO. _____, BLOCK NO. _____)
between _____ and _____ for a period
beginning _____ and ending _____
and agrees to the terms of the permit shown on both sides of this application/permit form.

Describe in detail what you plan to do: _____

PERMIT

A permit is granted in accordance with the foregoing application for the period stated above, subject to the following terms agreed to by the Permit Holder. When Applicant hires a Contractor the "Permit Holder" is the Applicant and the Contractor.

Permit Issued By: _____ Date: _____

If application/permit is to be used as a Moving Permit carry copy of permit in cab.

INFORMATION FOR APPLICANT

1. **Specifications.** All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the Village of Paw Paw and must comply with the Village's current requirements and specifications on file at its offices and M.D.O.T. specifications.
2. **Fees and Costs.** Permit Holder shall be responsible for all fees incurred by the Village of Paw Paw in connection with this permit and shall deposit estimated fees and costs as determined by the Village, at the time the permit is issued.
3. **Bond.** Permit Holder shall provide a cash deposit, letter of credit or bond in a form and amount acceptable to the Village at the time permit is issued.
4. **Insurance.** Permit Holder shall furnish proof of liability and property damage insurance in the amount stated on this permit naming the Village of Paw Paw as an insured. Such insurance shall 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 Village.
5. **Indemnification.** Permit Holder shall hold harmless and indemnify and keep indemnified the Village, its officers and employees from all claims, suits and judgements to which the Village, its officers, or 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 Village, whether due to negligence of the Permit Holder or the joint negligence of the Permit Holder and the Village, arising out of the work under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out of the continued existence of the work product which is the subject of this permit.
6. **Miss Dig.** The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT (800) 482-7171 AT LEAST THREE (3) FULL WORKING DAYS, 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.
7. **Notification of Start and Completion of Work.** Permit Holder must notify the Village at least 48 hours before starting work and must notify the Village when work is completed.
8. **Time Restrictions.** All work shall be performed Mondays through Fridays between 8:00 a.m. and 5:00 p.m. unless written approval is obtained from the Village, and work shall be performed only during the period set forth in this permit.
9. **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 Michigan Manual of Uniform Traffic Control Devices.
10. **Restoration and Repair of Road.** Permit Holder agrees to restore the road and right-of-way to a condition equal to or better than its condition before the work began; and to repair any damage to the road right-of-way which is the result of the facility whenever it occurs or appears.
11. **Limitation of Permit.** This permit does not relieve Permit Holder from meeting other applicable laws and regulations of other agencies. Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from other governmental agencies, public utilities, corporations and individuals, including property owners. Permission may be required from the adjoining property owners.
12. **Revocation of Permit.** This permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Village.
13. **Violation of Permit.** This permit shall become immediately null and void if Permit Holder violates the terms of this permit, and the Village may require immediate removal of Permit Holder's facilities, or the Village may remove them without notice at Permit Holder's expense.
14. **Assignability.** This permit may not be assigned without the prior approval of the Village. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all the terms of this permit.
15. This permit is subject to supplemental specifications on file with the Village of Paw Paw and Act 200 of Public Acts of 1969.

**INSURANCE REQUIREMENTS
VILLAGE OF PAW PAW, MICHIGAN**

The Contractor shall save harmless and indemnify the Village of Paw Paw and its employees against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work.

- a. **WORKER'S COMPENSATION INSURANCE** - The Contractor, prior to the execution of the contract, shall file with the Department of Public Services a certification that the Contractor carries Worker's Compensation Insurance.

- b. **BODILY INJURY AND PROPERTY DAMAGE** - The Contractor, prior to execution of the contract, shall file with the Department of Public Services copies of completed certificates of insurance, as evidence that the Contractor carries adequate insurance, satisfactory to the Director, to afford protection against all claims for damages to public property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

1. Bodily Injury and Property Damage Other Than Automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury Liability:

Each Occurrence: \$500,000

Aggregate: \$500,000

Property Damage Liability:

Each Occurrence: \$500,000

Aggregate: \$500,000

2. Owners Protective Liability - Bodily injury and property damage protection shall be extended to the Village of Paw Paw.

3. Bodily Injury Liability and Property Damage Liability for All Owned, Non-Owned and Hired Vehicles - Unless otherwise specifically required by special provisions in the proposal, in addition to Michigan No-Fault Coverage, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability:

Each Person: \$500,000

Each Occurrence: \$500,000

Property Damage Liability:

Each Occurrence: \$500,000

Combined Single Limit for Bodily Injury and Property
Damage Liability:

Each Occurrence: \$1,000,000

- c. **NOTICE** - The Contractor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Department of Public Services. All such insurance must include an endorsement whereby the insurer shall agree to notify the Department of Public Services immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

- d. **REPORTS** - At the request of the Director, the Contractor or the Contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.