

City of Battle Creek Application and Permit – Requirements and Conditions

1. **Specifications.** All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with and approved by the City of Battle Creek and must comply with the City's current ordinances and specifications included its General Contract Specification book along with MDOT specifications.
2. **Fees and Costs.** The permittee shall be responsible for all fees incurred by the City in connection with this permit and shall deposit estimated fees and costs as determined by the City, at the time the permit is issued.
3. **Escrow.** The permittee shall provide a cash deposit or letter of credit, as may be required, in a form and amount acceptable to the City at the time permit is issued.
4. **Insurance.** The permittee shall furnish proof of liability insurance in accordance with the City's requirements for insurance policy. Such insurance shall cover a period of 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 City.
5. **Indemnification.** The permittee agrees to hold harmless and indemnify and keep indemnified the City of Battle Creek, its officers, commissioners, agents, and employees from all claims, suits and judgments to which the City, its officers, commissioners 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 City of Battle Creek, whether due to the negligence of the permittee or the joint negligence of the permittee and the City, 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 permittee must comply with the requirements of PA 53 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. The permittee assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of work.** The permittee must notify the City at least 72 hours before starting work and must notify the City when work is completed.
8. **Safety.** The permittee 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.
9. **Restoration and Repair of Road.** The permittee 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 or right-of-way, which is a result of the facility whenever it occurs or appears. The permittee shall immediately repair any road restoration work that becomes unsatisfactory or falls into disrepair for a period of 1 year after the completion of the work authorized by this permit.
10. **Soil Erosion and Sedimentation.** The permittee shall comply with the requirements of the Natural Resources and Environmental Protection Act, Part 91 of PA 451 of 1994, as amended, and implement all applicable measurements controlling soil erosion and sedimentation.
11. **Limitation of Permit.** This permit does not relieve the permittee from meeting other applicable laws and regulations of other agencies. The permittee is responsible for obtaining additional permits or releases, which may be required in connection with this work from other governmental agencies, public utilities, private entities and individuals, including property owners. Permission may be required from the adjoining property owners.
12. **Violation of Permit.** This permit shall become immediately null and void if the permittee violates the terms of this permit. The City may require immediate removal of the permittee's facilities, or may remove them without notice at the permittee's expense.
13. **Assignability.** This permit may not be assigned without the prior approval of the City. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all the terms of this permit.
14. **Supplemental Specifications.** This permit is subject to supplemental specifications on file with the City of Battle Creek and PA 200 of 1969, as amended.