



RIGHT OF WAY PERMIT

Application

Applicant: _____

Project Address: _____

Individual ☐ **Annual** ☐ **Other** ☐ (Individual Completing Form)

Advanced Notice ☐ _____
(Annual permit Number)

Owner Name: _____

Owner Address: _____

Phone: _____ Email: _____

Contractor Name and Address: _____

Contact Person: _____

Phone: _____ Email: _____

Billing Information (check one): ☐ Owner ☐ Contractor

Proposed Start Date: _____

Briefly describe proposed project. Attach all information as required in the Application Checklist.

Will you require full or partial closure of the street or sidewalk? ☐ Y ☐ N If yes, please submit to MOT

If this is a curb cut for new driveway, please specify width: _____

I certify that the information contained on this application is true and correct to the best of knowledge, information, and belief. I also certify that the homeowner is aware of the work to be completed and I have permission to complete said work. I hereby agree to fulfill the conditions stated in the Guidelines and Specifications.

Date: _____ Applicant's Signature: _____

For Office Use Only:

For Office Use Only:

Row Permit Number _____

Expiration Date _____

Permit Fee _____

Application Checklist

Please note: We are in the process of reviewing procedures and fees related to Right of Way Permits in the City of Battle Creek. Your feedback is greatly appreciated. As you review the list below, keep in mind not all requirements may apply to your project. You may submit your application and if we have questions and/or need more information, we will contact you.

Please note: Performing work in a Right of Way without approval is will result in a stop work order being issued, fines assessed, and impact future ability to perform work in the City of Battle Creek

Please include the following with your application:

- Completed application
- If breaking ground, staff may request the following:
 - o Materials list/cut sheets of all materials proposed to be used
 - o Certifications for all aggregates proposed to be used
 - o Copies of all applicable permits from other governmental agencies having jurisdiction.
 - o Two (2) complete sets of construction plans showing location, depth and materials for the proposed construction which meet the requirements and specifications for construction and for restoration of constructed areas per the City's Utility Standards.
- Maintenance of Traffic Plan (MOT) – If you are closing a sidewalk or travel lane in a right of way, please specify the project construction schedule, and detail what streets and sidewalks will be closed to traffic and the length of time you will require them to be closed. The applicant is responsible for following the requirements for traffic control as specified in the MUTC.
- Notice of Closure: Applicants are responsible for providing the City and adjacent properties with notice and detour route information 72-hours prior to any sidewalk or street closures that meet the thresholds identified in the MMUTC.

Advance Notice

For each instance of work being performed in the Right of Way, an Advance Notice must be submitted no later than 5 calendar days prior to the work starting. Failure to submit an advance could result in project delays and added fees.

Resources: More Questions? Please contact our Customer Service Desk at 269.966.3311



RIGHT OF WAY PERMIT

Guidelines & Specifications

All projects in a city right of way must adhere to the following guidelines and specifications before signing the application. Additional specifications may be required as necessary to meet requirements detailed in the City of Battle Creek Utility Standards.

Definitions

The term "Applicant" when used on this form shall mean the Utility Company, contractor, or subcontractor whose name appears on this application or its authorized representative, who may be involved in the construction. The term "City" shall mean the City of Battle Creek, Michigan.

Responsibility for Safety

The Applicant shall provide all necessary signs, barricades, flashers, cones, and other safety devices to protect the public and properly maintain pedestrian and vehicular traffic. The City shall have the right to require additional safety measures to be taken if, in the opinion of the City, an unsafe condition exists; however, failure by the City to notify the Applicant or his representative of any unsafe condition shall not relieve the Applicant of any responsibility for providing such safety equipment, or for any damages arising from any accident resulting from the Applicants operations.

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 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.

Concrete Sidewalks and Curb and Gutter

Where it is required to remove existing sidewalks or curb or gutter, the entire depth of trench shall be backfilled with MDOT Granular Material Class II, compacted in lifts not exceeding twelve (12) inches to ninety-five percent maximum unit weight. Concrete sidewalk or curb and gutter shall then be replaced, the width and cross-sectional type which shall be equal to that which was removed.

Sidewalks shall have a minimum thickness of four (4) inches and shall be constructed in accordance with the requirements of MDOT Standard Specifications, Section 803. Concrete shall be MDOT P1, 3500 psi @ 28 days.

Curb and Gutter shall be constructed in accordance with MDOT Standard Specifications, Section 802. Concrete shall be MDOT P1, 3500 psi @ 28 days. Curb and Gutter shall be steel reinforced with three (3) number 4 steel bars.

Where it is necessary to remove large section of curb and gutter or sidewalk, or when required by the City, the Applicant shall replace the sidewalk or curb and gutter to lines and grades as set by the City. The cost of setting such lines and grades shall be charged to the Applicant by the City.

Guarantee of Materials and Workmanship

The Applicant agrees to guarantee all materials and workmanship against defects or failure, for a period not to exceed two (2) years, beginning from the date of completion of construction. Upon written notice from the City to the Applicant of a failure or poor workmanship, the Applicant agrees to promptly make such repairs as are necessary to satisfactorily correct the condition and further agrees that upon the Applicant's failure to complete said repairs, within two (2) weeks from date of notification, that the City may make such repairs as the City may deem necessary and to charge to the Applicant all costs related thereto.

Indemnification

The Applicant and all parties represented by the Applicant shall hold harmless and indemnify and keep indemnified the City, its officers and employees from all claims, suits and judgments to which the City, 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 City, whether due to the negligence of the Applicant and his representatives or the joint negligence of the Applicant 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.

Resources: More Questions? Please contact our Customer Service Desk at 269.966.3311