

TOWN OF COTTAGE GROVE, DANE COUNTY, WISCONSIN
RAZING PERMIT

Date: _____

Name of Facility Owner: _____

Name of Contractor: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Owners Phone: _____

Applicants Phone: _____

Mobile Phone: _____

Mobile Phone: _____

Demolition site location: _____

Estimated Start Date: _____ Estimated Completion Date: _____

Type of structure(s) to be demolished: _____

Site plans provided: Yes No

How will structure be demolished? _____

Destination of materials: _____

Type(s) of dust control to be used: _____

Type(s) of highway traffic control to be used: _____

Type(s) of ditch/road right-of-way protection: _____

Proposed method of site restoration: _____

Is there a well to be abandoned? _____

Is there a septic tank to be abandoned? _____

Certificate of Insurance: Yes No Coverage: Explosion Collapse Underground

Amount: \$ _____ Certificate Expires: _____

Bond: Yes No Amount: \$ _____ Bond Expires: _____

Contact ALL utilities at least 1 week prior to demolition to disconnect the utilities.

_____ Date contacted electric and gas utilities (Alliant Energy, Madison Gas & Electric, etc.)

_____ Date contacted phone/cable/fiber providers (Frontier, AT& T, Charter, TDS, etc.)

Contact the DNR a minimum of 10 days prior to starting work. COMPLIANCE STATEMENT from ASBESTOS INSPECTION MAY BE REQUIRED for PERMIT ISSUANCE

The applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, any special provisions listed below or attached hereto, and any and all plans, details or notes attached hereto and made a part thereof.

Printed Name: _____ Title: _____ Date: _____

Signature: _____

PERMIT APPROVAL BY TOWN OF COTTAGE GROVE

The foregoing application is hereby approved and permit issued by the Town of Cottage Grove subject to full compliance by the Applicant with all provisions and conditions stated herein **and** on the reverse side hereof and all attachments hereto.

Other Special Provisions: _____

Signature of Authorized Representative of the Town of Cottage Grove

Printed Name: _____ Title: _____ Date: _____

Signature: _____

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

Pursuant to the Town of Cottage Grove, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern:

1. The permitted facilities shall, if necessary, be altered at the expense of the **APPLICANT** to permit alteration, improvement, or maintenance of the site as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the **APPLICANT**.
2. The Applicant shall provide all necessary signs, flagmen, and lights required according to the "Manual on Uniform Traffic Control Devices." **APPLICANT** agrees to keep the place where such work or excavation is made properly guarded by day and lighted by night.
3. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the **Town of Cottage Grove** or its representative(s), and all work associated with this permit shall be completed within twenty (20) calendar days of the closing of the excavation. Access to all private drives and public street intersections shall be maintained and all disturbed areas completely restored. **Any** surface settlement within 1 year of completion shall be restored by applicant.
4. Damage to **any** **TOWN** infrastructure (ie: pipes, structures) within 1 year shall be repaired by the **APPLICANT**. Failure to perform repairs will result in the **Town** performing the work and all associated costs will be drawn from the **APPLICANTS** bond.
5. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Commerce, and any applicable local regulations. The **TOWN** is not responsible for any of the **APPLICANTS** safety procedures.
6. A copy of this approval, along with any plans and special provisions, shall be available on the job site.
7. **APPLICANT** agrees to comply with Town of Cottage Grove and Dane County Erosion Control and Stormwater Ordinances.
8. Upon completion of the work the **APPLICANT** shall file a written notice with the **Town of Cottage Grove**.
9. This permit *does not* exempt the **APPLICANT** from any State, County or Local Agency permits or approval processes.

INDEMNIFICATION

APPLICANT shall indemnify, hold harmless and defend the **TOWN OF COTTAGE GROVE**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the **Town of Cottage Grove**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of **APPLICANT** engaging in the activities authorized by the Permit or which arise out of or are connected with, or are claimed to arise out of or be connected with any of the work done by the **APPLICANT** and or its sub-contractor(s), or the construction or maintenance of facilities by the **APPLICANT**, pursuant to the Permit, on, under or over highway right-of-way, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **Town of Cottage Grove**, its agencies, boards, commissions, officers, employees or representatives. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands, and actions indemnified against shall include all liability, damage, loss, expense, claims, demands, and actions for damage to any property, lines or facilities placed by or on behalf of the **APPLICANT** pursuant to the Permit, for any loss of data, information, or material; for trademark, copyright, or patent infringement; for unfair competition or infringement of any other so-called "intangible" property right; for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatever. **APPLICANT** shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions. The obligation of **APPLICANT** under this paragraph shall survive the expiration or termination of the Permit.

INSURANCE

- **APPLICANT** agrees to maintain comprehensive public liability, contractual and property damage insurance, with the **Town of Cottage Grove** as a named additional insured for a period of one (1) year from the date of completion of work hereunder, in an amount not less than \$1,000,000 per claim occurrence from a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Commissioner, such insurance shall be evidenced by a certificate of insurance showing the **Town of Cottage Grove** as a named additional insured and shall provide thirty (30) days written notice to the Town upon cancellation or material change in the policy with renewal certificates provided to the **Town of Cottage Grove** for one (1) year from the date of completion of work hereunder
- In case of any sublet of work under the Permit, **APPLICANT** shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of **APPLICANT**.

BONDING

The **Town of Cottage Grove** reserves the right to require a bond for all permitted work. A separate bond will be required for each permit filed with the **Town of Cottage Grove**. Bonds will be required to be \$10,000 and will be held for 1 year.

WAIVER

The parties do hereby expressly agree that the **Town of Cottage Grove**, acting at its sole option, may or may not waive any and all requirements contained in the above paragraphs, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the **Town of Cottage Grove** or its representative(s) taking into account the nature of the work and other factors relevant to the **Town of Cottage Grove** exposure, if any, under the Permit.