

VILLAGE OF SUPERIOR, DOUGLAS COUNTY, WISCONSIN
DEMOLITION PERMIT

Date: _____
Name of Facility Owner: _____ Name of Contractor: _____
Address: _____ Address: _____

Contact: _____ Contact: _____
Owners Phone: _____ Applicants Phone: _____
Mobile Phone: _____ Mobile Phone: _____
Fax Number: _____ Fax Number: _____

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 sidewalk protection to be used: _____
Type(s) of terrace protection: _____
Proposed method of site restoration: _____

Certificate of Insurance: Yes No Coverage: X C U
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 Superior Water, Light & Power Co. (electric and gas)
_____ Date contacted cable company (Charter)
_____ Date contacted Telephone Company.
_____ Date contacted Village of Superior Sewer Utility

Contact the following Village of Superior agencies to inform them of the demolition.

_____ Date contacted Board President (392-1140)
_____ Date contacted Fire Department (394-0227)
_____ Date contacted Building Inspector (392-2695)
_____ Date contacted Village Clerk RE: sewer utilities (392-8551)

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.

By _____ Title: _____ Date: _____
Printed Name: _____ Signature: _____

PERMIT APPROVAL BY VILLAGE OF SUPERIOR, Parcel No. VS-182- _____ - _____

The foregoing application is hereby approved and permit issued by the Village of Superior 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: _____

By _____ Title: _____ Date: _____

Signature of Authorized Applicant/Representative or Project Manager

Printed Name: _____

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

Pursuant to the Village of Superior, 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. No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless the **Village of Superior** has granted permission for a detour. Wherever the pavement is opened the spoil shall be hauled away and the trench shall be backfilled with sand or gravel and compacted in layers. The degree of compaction shall be to 95% Maximum Dry Density per modified proctor (ASTM D1557). The pavement removed for a road crossing shall be replaced as per **Village of Superior** specifications.
3. The Applicant shall provide all necessary signs, flagmen, and lights required. **APPLICANT** agrees to keep the place where such work or excavation is made properly guarded by day and lighted by night. When a detour is allowed, local newspapers shall be notified by the **APPLICANT** in advance of the work being started.
4. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the **Village of Superior** 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 3 years of completion shall be restored by applicant.
5. Damage to any **VILLAGE** infrastructure (ie: pipes, structures) within 3 years shall be repaired by the **APPLICANT**. Failure to perform repairs will result in the **Village** performing the work and all associated costs will be drawn from the **APPLICANTS** bond.
6. 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 **VILLAGE** is not responsible for any of the **APPLICANTS** safety procedures.
7. A copy of this approval, along with any plans and special provisions, shall be available on the job site.
8. **APPLICANT** agrees to comply with Ordinance No. 11 of the Village General Ordinances
9. Upon completion of the work the **APPLICANT** shall file a written notice with the **Village of Superior**.
10. 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 **VILLAGE OF SUPERIOR**, 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 **Village of Superior**, 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 **Village of Superior**, 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 **Village of Superior** as a named additional insured for a period of three (3) years 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 **Village of Superior** as a named additional insured and shall provide thirty (30) days written notice to the Village upon cancellation or material change in the policy with renewal certificates provided to the **Village of Superior** for three (3) years 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 **Village of Superior** reserves the right to require a bond for all permitted work. A separate bond will be required for each permit filed with the **Village of Superior**. Bonds will be required to be \$10,000 and will be held for 3 years.

WAIVER

- The parties do hereby expressly agree that the **Village of Superior**, 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 **Village of Superior** or its representative(s) taking into account the nature of the work and other factors relevant to the **Village of Superior** exposure, if any, under the Permit.