



**APPLICATION AND PERMIT
FOR USE OF
CITY OF LAPEER
PUBLIC RIGHT-OF WAY**

(Print in Ink or Type)

For Office Use Only

Permit #

Application Date

Issue Date

Inspection Deposit

Tree Fee

Bond #

Bond Amount

Applicant's Name

Contractor's Name(Individual, Company, ETC

Mailing Address

Mailing Address

City

State

Zip Code

City

State

Zip Code

Telephone Number

Telephone Number

Request: I do hereby make application for a permit to use the right-of-way at the following location:

(If No Address or Lot #, Give Distance and Direction from Nearest Intersection)

For a Period Commencing

and ending

For the purpose of (provide a detailed description of the desired facility and/or activity)

I certify that I accept the following: 1. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued including all General Conditions outlined on Page 2 of this permit. 2. Failure to object within 10 days to the permit issued constitutes acceptance of the permit as issued. 3. If this permit is accepted by either of the above methods I will comply with the provision of the permit.

Applicant's Signature

Date

Authorized Agent Signature (I hereby
Certify that I am acting as authorized
Agent on behalf of the named applicant)

Date

APPROVED FOR CITY OF LAPEER

By:

Date:

FINAL INSPECTION REPORT

Yes

No

Work covered by Permit has been completed satisfactorily?

Recommend inspection Deposit be refunded:

Recommend Performance Bond be released:

Remarks:

Inspected By:

Date:

Date Deposit refund Mailed:

Fund Transfer:

Applicant

Street Dept

DPW Administration

Applicant Final

CITY OF LAPEER
PUBLIC RIGHT-OF-WAY PERMIT
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GENERAL CONDITIONS: This permit is issued subject to the following conditions:

1. Issuance of this permit does not relieve permittee from meeting any and all requirements of law or of other public bodies or agencies.
2. The permittee agrees as a condition of this permit to provide and maintain all necessary precautions to prevent injury or damage to persons and property from operations covered by this permit and to furnish, install, and maintain all necessary traffic controls and protection during permittee's operation in accordance with Part 6 of the Michigan Manual of Uniform Traffic Control Devices including the January 2005 Revision.
3. Performance of the requirements of this permit is the responsibility of the permittee and the permittee shall complete all operations for which this permit is issued in accordance with the conditions of this permit and by the specified completion date. The permittee shall meet all requirements of the current City of Lapeer Standards for Construction and all applicable Rules, Regulations and City of Lapeer Ordinances.
4. The permittee shall be responsible for the cost of restoration of the roadway facilities and right-of-way determined by the City to be damaged as a result of the activities of the permittee.
5. The permittee shall save harmless the City of Lapeer against any and all claims for damages arising from operations covered by the permit and, upon request, shall furnish proof of insurance coverage for the term of this permit in any amount pre-specified.
6. The permittee, upon request of the City, shall immediately remove, cease operations and surrender this permit, or alter or relocate, at the permittee's own expense, the facility for which this permit is granted. Upon failure to do so, the City may take any necessary action to protect the roadway interest and the permittee shall reimburse the City for its costs in doing same. The permittee expressly waives any right to claim or compensation in the event this permit is revoked.
7. The permittee shall upon the request by the City furnish a performance surety deposit in the form of a bond, cash or certified check, in such amount as deemed necessary by the City to guarantee restoration of the public right-of-way or performance under the conditions of the permit.
8. The permittee hereby acknowledges and agrees that the City has the right to demand completion by the permittee, or the performance surety or to complete any incomplete activity authorized by this permit which adversely affects the operation and/or maintenance of the public right-of-way or which is not completed by the expiration date of the permit.

The permittee further acknowledges that he shall immediately reimburse the City in full for all such costs incurred by the City upon receipt of billing and that upon failure to pay, the City may effect payment with the performance surety deposit. Should the surety deposit be insufficient to cover expenses incurred by the City, the permittee shall pay such deficiency upon billing by the City. If the surety deposit exceeds the expense incurred by the City, upon completion of the work to the satisfaction of the City, any excess will be returned to the depositor.
9. The City reserves the right during the time any or all of the work is being performed to assign an inspector to protect the roadway interest and to charge the permittee for all such costs incurred.
10. The permittee shall notify the City upon completion of all work accomplished under the provisions of this permit