

APPLICATION AND PERMIT

to construct, operate, maintain use and/or  
remove within a city road right-of-way

CITY OF HOUGHTON 616 Sheldon Avenue, P.O. Box 606, Houghton MI 49931, 906-482-1700

**If applicant hires a contractor to perform the work, BOTH must complete this form and BOTH assume  
responsibility for the provisions of this Application and Permit.**

Permit Number \_\_\_\_\_

Issuance Date \_\_\_\_\_

Application Fee \$0.00

APPLICANT	
NAME: _____	
MAILING ADDRESS _____	
_____	
TELEPHONE NUMBER _____	
Applicant's Signature _____	
Title _____ Date _____	

CONTRACTOR	
NAME: _____	
MAILING ADDRESS _____	
_____	
TELEPHONE NUMBER _____	
Contractor's Signature _____	
Title _____ Date _____	
*Traffic Control Plan and Restoration to be completed by <b>CONTRACTOR</b>	

ATTACHMENTS REQUIRED			
Plans and Specs.	Yes ___	No ___	Bond _____
Proof of Insurance	Yes ___	No ___	Other _____
Traffic Control Plan	Yes ___	No ___	Dates of Traffic Control Beginning _____ End _____

Liability Insurance Carrier: \_\_\_\_\_  
Worker's Compensation Insurance Carrier: \_\_\_\_\_

APPLICATION

Applicant and/or Contractor request a Permit for the purpose indicated in the attached plans and specifications at the following location: CITY OF HOUGHTON

Name of Street/Road \_\_\_\_\_

between \_\_\_\_\_ and \_\_\_\_\_

for a period beginning \_\_\_\_\_ and ending \_\_\_\_\_

and agrees to the terms of the permit.

Work to be done: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PERMIT

A permit is granted in accordance with the foregoing application for the period stated above, subject to the following terms agreed to by the Permit Holder. When Applicant hires a Contractor the "Permit Holder" is the Applicant and the Contractor.

RECOMMENDED FOR ISSUANCE:

CITY OF HOUGHTON, HOUGHTON MICHIGAN

\_\_\_\_\_ Investigator

By \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Title

By \_\_\_\_\_

By \_\_\_\_\_

1. **Specifications.** All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the City of Houghton and must comply with the City's current requirements and specifications on file at its offices and MDOT specifications.
2. **Fees and Costs.** Permit Holder shall be responsible for all fees incurred by the City of Houghton 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. **Bond.** Permit Holder shall provide a cash deposit, letter of credit or bond in a form and amount acceptable to the City of Houghton at the time permit is issued.
4. **Issuance.** Permit Holder shall furnish a Certificate of Insurance in the following amounts, naming the City of Houghton, its employees and agents as co-insured. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without ten (10) days advance written notice by certified mail with return receipt required to the City of Houghton. Certificate provided must indicate the name of the insurance company, the policy number, and the policy period, policy descriptions, and be signed by the insurance agent.

Auto Liability: \$250,000 Bodily Injury/Property Damage, including statutory Michigan No-Fault and Uninsured Motorists.

General Liability: \$500,000 Bodily Injury  
\$250,000 Property Damage

Workers' Compensation: Statutory coverage  
\$100,000 Employers Liability

5. **Indemnification.** Permit Holder shall hold harmless and indemnify and keep indemnified the City of Houghton, its employees and agents, from all claims, suits and judgments to which the City and its employees may be subject and for all costs and actual attorney's 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 Permit Holder or the joint negligence of the Permit Holder 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 Permit Holder must comply with the requirements of Act 53 of Public Acts 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. Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of Work.** Permit Holder must notify the City of Houghton at least 48 hours before starting work and must notify the City of Houghton when work is completed.
8. **Time Restrictions.** All work shall be performed Mondays through Fridays between 8:00 A.M. and 5:00 P.M. unless written approval is obtained from the City of Houghton, and work shall be performed only during the period set forth in this permit.
9. **Safety.** Permit Holder 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 or Uniform Traffic Control Devices.
10. **Restoration and Repair of Road.** Permit Holder 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 right-of-way which is the result of the facility whenever it occurs or appears.
11. **Limitation of Permit.** This permit does not relieve Permit Holder from meeting other applicable laws and regulations or other agencies. Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from other governmental agencies, public utilities, corporations and individuals, including property owners. Permission may be required from the adjoining property owners.
12. **Revocation of Permit.** The permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the City of Houghton.
13. **Violation of Permit.** This permit shall become immediately null and void if Permit Holder violates the terms of this permit, and the City of Houghton may require immediate removal of Permit Holder's facilities, or the City may remove them without notice at Permit Holder's expense.
14. **Assignability.** This permit may not be assigned without the prior approval of the City of Houghton. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all the terms of this permit.
15. This permit is subject to supplemental specifications on file with the City of Houghton and Act 200 of Public Acts of 1969.