

OFFICE USE ONLY

Date Received: _____

PERMIT NO.: _____

Intake Staff: _____

ISSUE DATE: _____

Initial Fees Paid: _____

Final Fees Paid: _____

City of Highland Park
City Engineering Department
14110 Woodward Avenue
Highland Park, MI 48203



Contact Information
hpcityengineer@metroca.net
(313) 865-1876
(833) 530-0300

Right-of-Way Permit Application

APPLICANT/OWNER INFORMATION

NAME OF ENTITY: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Daytime Phone: _____

Email Address: _____

CONTRACTOR INFORMATION

NAME OF ENTITY: _____ Same as Applicant

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Daytime Phone: _____

Email Address: _____

ENGINEER INFORMATION

NAME OF ENTITY: _____ Same as Applicant

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Daytime Phone: _____

Email Address: _____

Please email hpcityengineer@metroca.net 48 hours in advance to schedule an inspection within the ROW.



Right-of-Way Permit Application

PROJECT INFORMATION

Project Name: _____ Project Number: _____

Proposed Dates of Work Activity

Start: _____ Completion: _____ Total Working Days: _____

Property Address/Location of Proposed Work: _____

Project Limits, Including Cross Streets and Distance and Direction from: _____

Side of Road: N S E W Tax ID (Required for Residential): _____

Type of Proposed Work: _____

Utility: Water Sewer Gas Electric Telecomm Other: _____

Service Lead: [Under Street and/or Behind Curb] ; [Trenched and/or Bore] ;

Total Length in Feet: _____;

Or

Utility Main Line: [Under Street and/or Behind Curb] ; [Trenched and/or Bore] ;

Total Length in Feet: _____;

Lane Closure Needed (Impacting flow of traffic) — (Application to include suggested traffic management plan)

Drive Approach: New or Remove/Replace; Residential or Commercial; No. of approaches: _____

NOTE: Width: 10'–24' (Single or Two-Family); 24'–30' (All Other); Turning Radius: 5'–15'; Curb Cut Max: 60'

Sidewalk: Area: _____ SF (Remove/Replace Sidewalk) Pavement Asphalt Concrete Curb

Utility Poles: Remove/Replace (Same Location) Remove New; Total No. of Poles Impacted: _____

Soil Borings: No. of Borings: _____ **Monitoring Wells:** No. of Well Heads: _____

Depth of Borings in feet: _____

Tree Impacts: Total No. of Trees Impacted: _____ Removal Trimming

Description of Proposed Work, Including Any Unique Characteristics of the Project or Any Other Relevant Info:



Right-of-Way Permit Application

PLAN CHECKLIST

The following must be completed/submitted as part of the permit application process.

1. Application Requirements

- Completed permit application with proper contact information
- Initial review and permit fees
- Completed Plan Checklist

2. General Plan Requirements

- Minimum three (3) sets of plans drawn to scale (24" x 36")
- Maximum paper size should not exceed 24 inches by 36 inches
- North directional arrow, legends including scale, symbols, and line type
- Scale of the drawing at standard engineering scale: 1 inch = 20 feet, 30 feet, or 40 feet
- Dimensioning for all features and elements

3. Plan Sheet Requirements

- Title sheet
 - Project Name and description
 - Legal description of property within the project limits, if necessary
 - Vicinity map relating the proposed site to major city roads
 - Plan Set Sheet Index
 - Engineer's and Owner's Title Block
 - Seal and Signature of Professional Engineer (PE) registered in the State of Michigan
- Site Plan Sheets
 - Topographic information
 - Building and building appurtenances with present and proposed usage notation, as necessary
 - Property and right-of-way lines
 - Location of utilities and utility easements
 - All government land corner survey monuments, bench marks, and witnesses located within the project limits
 - Driveways (within project, on adjacent property, and on property opposite the frontage)
 - Roads and road names (within project and adjacent to project)



Right-of-Way Permit Application

- Stationing from known origin along centerline of road, drain, etc.
- Landscaping, trees, vegetation, and appurtenances
- Sidewalks, ramps, pathways, and parking
- Drainage
 - Structures, drains, ditches, swales, inverts, controls, and sewers
 - Direction of surface water flow on proposed site
 - Storm system layout
 - Offsite drainage
- Road appurtenances, medians, or other physical features which may impact design, approval, and construction of proposed work
- Any other improvements, notes, or other information required to determine compliance with all applicable regulations
- Right-of-Way Improvements**
- All geometric information, including widths, lengths, radii of returns and other points of curvature, and angle relative to road way edge of payment
- Distance from existing driveway(s) and proposed driveway(s) to the nearest intersecting street or cross-road
- Driveway surface material and traffic island surface material
- Grades of driveway, roadway (centerline, gutter line, or edge of pavement, shoulder, right-of way or sidewalk, etc.)
- All geometric information including dimensions of all roadway lanes, taper, curb, open shoulders, channelizing islands, other traffic islands adjacent to the road, and traffic control island(s)
- Cross-section of proposed pavement showing depth and type of material
- Sight distance for the approach
- Removal/Demolition Sheets (as necessary)**
- Typical Sections and Detail Sheets**
- Landscape Plan (as necessary)**
- Trees, vegetation, berms, and other landscaping appurtenances



Right-of-Way Permit Application

- Traffic/Signing Plan (as necessary, including pavement markings)**
 - Traffic detour
 - Construction staging
 - Permanent markings and signs
- Road Profiles (as necessary, existing and proposed)**
- Utility Plans (existing and proposed underground and overhead public and private utilities, including but not limited to water main, storm sewer, sanitary sewer, gas main, electric, fiber optic, etc.)**
 - Profile for main utilities, including water main (12 inches or larger), sanitary, storm sewer, etc.
 - Size, length, type, and grade of culverts, sewer pipe, flow restrictors, and/or ditches
 - Type, size, and location of drainage structures
 - Other hydrologic information as necessary
- Storm Water Management Plan (as necessary)**
 - Storm Sewer Table Calculations
 - Storm Sewer Profile (show hydraulic grade line)
 - Drainage area map for each catch basin
 - Storm Water Calculations (detention and retention volume and flow restrictor calculations) based on Wayne County Storm Water Management Ordinance)
 - Details for detention/retention system, treatment system, flow restrictor, and cross sections)
 - Landscaping for Storm Water Management System
 - Storm Water Management System Exhibits

4. Documentation Requirements (as necessary)

- Right-of-way dedication(s)/easement agreement(s)**
- Encroachment letter from adjacent property owner(s)**
- Other governmental agency permits or authorization (e.g., Wayne County, MDOT, MDEQ, FEMA, Airport Authority, other municipalities)**

Please note: after plans have been reviewed and approved but before a permit may be obtained, the following must be completed.

- Payment for fees in the form of a cashier's check or certified check addressed to the "City of Highland Park" with "Engr Dept Permit" and permit number written on the notes line.



Right-of-Way Permit Application

FREQUENTLY ASKED QUESTIONS

1. Why do I need a right-of-way permit?

The City of Highland Park is responsible for maintaining right-of-way under its jurisdiction in acceptable repair so that it is reasonably safe and convenient for the public. Regulation and control of all right-of-way work is necessary to provide efficient and safe operations and to utilize the full potential of the right-of-way investment.

2. What is the right-of-way?

The right-of-way is the land over which the City of Highland Park has jurisdiction for public utilities, sidewalk, alley, and roadway. Right-of-way may be obtained by deed, statutory or plat dedication or condemnation. Nothing may be installed, excavated, cut, removed, modified, or placed in the right-of-way without a permit from the City of Highland Park.

3. When is a right-of-way permit required?

Any individual or organization who desires to perform work in the public road right-of-way or on property owned by the City of Highland Park or within an easement must submit a permit application that describes the activity.

Examples of work that typically require a permit are:

- Adding or improving a driveway approach, sidewalk, storm drain, sewer line, or water line
- Adding, improving, or maintaining a public or private utility, pipeline, wire, conduit, sewer, etc.
- Surveying and other engineering operations
- Placing a banner, decoration, or similar object
- Right-of-way encroachment
- Closing a section of road for a parade, celebration, festival, demonstration, or similar activity
- Grading or excavation, landscaping, tree trimming, or tree removal
- Any construction activity that impacts stormwater runoff into or around road rights-of-way, in or around City drains, or within new subdivisions, mobile home developments, new condominium developments, or property owned by the City (e.g., City parks)

4. How do I apply for a right-of-way permit in the City of Highland Park?

To apply for a permit, submit an application containing the following:

- Completed City of Highland Park permit application
- Minimum three (3) sets of plans drawn to scale
- Initial review and permit fees



Right-of-Way Permit Application

- A completed Plan Checklist¹

Submit this application to the City of Highland Park City Engineering Department at the address listed at the top of the permit.

5. How much will my permit cost?

Right of Way permit costs are calculated based on the following charge categories:

- Permit Application Fee² — all permits
- Inspection costs — fee per day with a half-day minimum

6. What methods of payment are accepted at the City Engineering Department?

The City requires a certified or cashier's check for payment. Payment amounts may be combined into a single check. All check must be made payable to City of Highland Park. The City Engineering Department is unable to handle cash or credit card transactions.

7. Why are additional funds sometimes required during the review process?

The fees are based on a one-time review and one pre-application meeting if necessary. Depending on the unique and varying issues regarding a particular project, some projects may require additional meetings or resubmission of plans due to changes, missing information, or requirements not being met. A complete, well-designed and detailed plan that follows the codes and ordinances of the City will help avoid the accumulation of additional fees.

8. How long will it take to obtain my permit?

The City of Highland Park has established a goal that permits shall be reviewed within 30 days of original submission. Some larger or more complex projects may require more time, as may projects with resubmittals.

9. I have multiple construction activities. Do I need different permits for each activity?

Based on the size and/or type of project and or proposed activities, multiple permits for different construction activities is preferred.

10. What can be done to speed up the time it takes to get a construction permit?

The plan review process can be a complex and lengthy procedure. However, a well-researched and properly prepared set of plans submitted with sufficient details, sections, and information necessary to determine

¹ Construction Plan Checklists may be found at www.highlandparkmi.gov.

² Permit fees are non-refundable. Fee schedule is attached and may also be found at www.highlandparkmi.gov.



Right-of-Way Permit Application

compliance with the City of Highland Park standards and specifications reduce delays and the number of resubmittals. Before submission of a permit application package, make sure you refer to the City of Highland Park Standard Plans for Permit Construction, a collection of drawings and details for construction items utilized in typical permit work. These standards may be obtained from our website at: www.highlandparkmi.gov.

In addition, carefully review the Construction Plan Checklist published by the City Engineering Department. These forms, intended for both commercial and residential construction, have been developed by the City Engineering Department as a guide for applicants to submit more complete and thorough plans with their application.

Some permits require the applicant to obtain approvals, agreements, or permits from other governmental agencies or agencies with jurisdictional authority over the proposed work. Early in the review process, your review engineer will identify all necessary requirements before your permit can be issued. Prompt action by the applicant will help ensure a timelier finish to the review process.

Finally, make sure that, when corresponding with the City Engineering Department, always include your plan review number as a reference with your transmittal. The City Engineering Department receives numerous correspondence and plan sets daily. A correct review number will significantly assist in directing these materials to the appropriate file and review engineer.

11. What are some possible permits, approvals, or agreements that may be required from other governments or agencies before my permit can be issued?

Depending on the scope of work and location of the project, permits, approvals, and/or agreements may be required from other agencies, including, but not limited to, Wayne County, MDOT, MDEQ, adjacent municipalities, FEMA, US Army Corps of Engineers, and railroad companies, before a City of Highland Park construction permit may be issued.

12. Can I proceed with my permit work after plans for the project have been approved?

Before permit work can begin, an approved permit must be obtained from the City Engineering Department. Even with approved plans, construction work in the right-of-way will be deemed unauthorized. The City of Highland Park will direct the unauthorized activity be halted and a permit secured to restore right-of-way to its original condition. If the person or organization who performed the unauthorized work fails to obtain the permit, the City of Highland Park will effect the necessary work at the expense of the person or organization.

13. When does a permit expire?

Permits expire one year (12 months) after issue date.



Right-of-Way Permit Application

14. After Work has been completed, how can I obtain a refund of any uncharged inspection deposit and bond?

After Work is completed, the Permit Holder may request a final inspection from the City Engineering Field Inspector. After all items identified by the final inspection have been resolved and all required documentation has been submitted, the City Engineer will authorize final acceptance of the completed permit work. Upon final acceptance, any final permit charges are calculated, the permit is released, and if there are remaining funds from the bond deposit, a refund is requested to be dispersed to the depositor.

15. What types of inspections are required?

Inspections are required to ensure that all conditions of the permit have been met and that the public's safety, mobility, and interests are preserved. Inspections are dependent upon the type of permit that is issued and the work proposed. Inspections are required for, but not limited to, the following:

- **Traffic Control** (proper placement of advance warning signage and type, changeable message board language, arrow board, barricades/cones, etc.)
- **Entrance/Roadway Aggregate Subbase Course** (materials, depth, compaction, etc.)
- **Entrance/Roadway curb/gutter** (aggregate base depth/compaction, location/grade, material, type/size, framing, structures, etc.)
- **Entrance/Roadway Pavement** (materials, course depths, edge preparation, fabric placement, primer, etc.)
- **Striping** (materials, placement, reflective marker installation, etc.)
- **Utilities —Water Main/Sanitary Sewer/Combined Sewer** (bedding/haunching and backfill materials, pavement patching, structure grade, etc.)
- **Storm Sewer** (bedding/haunching and backfill materials, pipe material, joints/rings, frame/lid type, etc.)
- **Traffic Signals** (mastarm/post base location, framing, control box/detector loop placement, etc.)
- **Sidewalk/Path** (framing, grading, aggregate base depth/compaction, expansion board placement/spacing, etc.)
- **Landscaping** (type of material, placement/spacing, protection, anchors, mulching, etc.)
- **ADA Requirements** (Contractor must ensure ADA requirements meet MDOT standards for all MDOT rights of way and Wayne County Standards for all others)

16. How much will inspection cost?

Inspection fees are based on the number of days the project is estimated to encompass, with a half-day minimum. The inspection fee schedule may be found attached to this document as well as at www.highlandparkmi.gov.



Right-of-Way Permit Application

BONDS AND INSURANCE

1.01 Performance Guarantee

- A. Applicant/Permittee shall furnish a performance guarantee that shall cover 125% of the value of the traffic control and 100% of the value of restoration authorized under this ROW Permit, as specified in the City of Highland Park Standard Specifications for Construction which shall be held for the duration of the permit.
- B. The minimum amount is \$1,000.00;
- C. The first \$100,000.00 of Performance Guarantee shall be in the form of Cash or Irrevocable Letter of Credit;
- D. Any remaining portion of Performance Guarantee over the initial \$100,000.00 may be in a Cash, Irrevocable Letter of Credit or Surety Bond issued by a reputable American bonding company or bank.
- E. Irrevocable Bank Letter of Credit (ILOC) shall include the following provisions:
 - 1. Expiration: The ILOC shall be valid for a period of one (1) year minimum and “automatically renewing” and be valid for the duration of the Contract or Permit until closed out; and with a “minimum 30 day advance written notice of Renewal or Non-Renewal”. Any issuance of a Notice of Non-Renewal prior to the close out of the Contract or Permit may be cause for an immediate draw by the City of Highland Park without notification to the applicant.
 - 2. Partial Draws: The ILOC shall “allow partial draws”; however, the City may draw the maximum amount;
 - 3. Transferability: The ILOC shall list the Contract or Permit(s) the Performance Guarantee is covering in the draw statement but NOT any specific operation, location or project; (i.e. ROW and/ or Private Property Paving Permit, etc.);
 - 4. Transmittal: The ILOC shall include provisions for draws to be made “via mail, courier or fax”; a contact person and fax number shall be listed on the Letter.
 - 5. Conflicts: The ILOC shall not include any language that conflicts with any provision of the Contract or Permit.

1.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Permit to be purchased and maintained by Applicant/Permittee shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Work is located to issue bonds or insurance policies for the limits and coverages so required.
- B. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the insurance Bureau of the State in which the Work is performed and shall have a financial rating not lower than XI and a policyholder’s service rating no lower than B+ as listed in A.M. Best’s Key Rating Guide, current edition. Certificates of insurance



Right-of-Way Permit Application

shall note A.M. Best's Rating. Companies with ratings lower than B+:XT will be acceptable only upon written consent of the City of Highland Park Engineering Department.

- C. All bonds and insurance coverages shall be with sureties or insurance companies that are acceptable to the City of Highland Park Engineering Department.

1.03 Certificates of Insurance

- A. Applicant/Permittee shall deliver to the City of Highland Park Engineering Department, with copies to each additional insured identified in this Bonds and Insurance section, certificates of insurance (and other evidence of insurance requested by the City of Highland Park Engineering Department or any other additional insured) which Applicant/Permittee is required to purchase and maintain.
- B. Provide the City of Highland Park Engineering Department, at the time permit application is submitted, three copies of all insurance certificates. The City of Highland Park Engineering Department reserves the rights to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies" and so designated.

Thirty calendar days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent, by Certified Mail, to the City of Highland Park Engineering Department at 12050 Woodward Avenue, Highland Park, MI 48203.

1.04 Permit Holder's Liability Insurance

- A. Applicant/Permittee shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Applicant's/Permittee's performance of the Work and Applicant's/Permittee's other obligations under the Permit, whether it is to be performed by Applicant/Permittee, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Applicant's/Permittee's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Applicant's/Permittee's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Applicant/Permittee, or



Right-of-Way Permit Application

- b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 1.04 shall:
 1. With respect to insurance required by Paragraphs 1.04.A.3 through 1.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) the City of Highland Park, and any other individuals or entities identified in this section, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants, and subcontractors of each an any of all such additional insureds, and the insurance afforded to these insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in this section or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Applicant's/Permittee's indemnity obligations under Paragraph 1.10;
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty calendar days prior written notice has been given to the City of Highland Park and Applicant/Permittee and to each other additional insured identified in this section to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Applicant/Permittee pursuant to Paragraph 1.03 will so provide);
 6. remain in effect at least until completion of Work; and
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after completion of Work.
 - a. Applicant/Permittee shall furnish the City of Highland Park and each other additional insured identified in this section, to whom a certificate of insurance has been issued, evidence satisfactory to the City of Highland Park and any such additional insured of continuation of such insurance at Completion of Work and one year thereafter.
- C. The limits of liability for the insurance required by Paragraph 1.04 of this section shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:



Right-of-Way Permit Application

1. Workers' Compensation, and related coverages under Paragraphs 1.04.A.1 and A.2 of this section
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability \$100,000

2. Applicant's/Permittee's General Liability under Paragraphs 1.04.A.3 through A.6 of this section which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Applicant/Permittee:
 - a. General per Contract Aggregate: \$2,000,000
 - b. Products—Completed
 - Operations per Contract Aggregate: \$1,000,000
 - c. Personal and Advertising Injury: \$1,000,000
 - d. Each Occurrence
 - (Bodily Injury and Property Damage): \$1,000,000
 - e. Property Damage Liability Insurance shall provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess or Umbrella Liability:
 - 1) General per Contract Aggregate: \$1,000,000
 - 2) Each Occurrence: \$1,000,000

3. Automobile Liability under Paragraph 1.04.A.6 of this section:
 - a. Bodily Injury:
 - Each Person \$500,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
 - c. Or a Combined Single Limit of: \$2,000,000



Right-of-Way Permit Application

- d. Include applicable No-Fault coverages.
- e. Include all owned vehicles, non-owned vehicles, and hired vehicles.
- 4. The Contractual Liability coverage required by Paragraph 1.04.B.4 of this section shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:

Each Accident	\$1,000,000
Contract Aggregate	\$2,000,000
 - b. Property Damage:

Each Accident	\$1,000,000
Contract Aggregate	\$2,000,000
- 5. The identity of the additional insured's that are to be included on Applicant's/Permittee's General Liability insurance policies are:
 - a. City of Highland Park, Michigan, and including all elected and appointed officials, all employees and volunteers, all affiliates, all boards, commissions, and/or authorities and their board members, employees, and volunteers;
 - 1) 12050 Woodward Avenue, Highland Park, MI 48203;
 - b. Metro Consulting Associates, and all employees, affiliates, boards, and commissions;
 - 1) 45345 Five Mile Road, Plymouth, MI 48170;

1.05 City's Liability Insurance

- A. Applicant/Permittee shall procure and maintain during the time of Work a separate City's and Applicant's/Permittee's Protective Liability Insurance in the name of the City of Highland Park in an amount not less than \$1,000,000 for injuries, including accidental death for each occurrence, and property damage in an amount not less than \$500,000 each occurrence and \$500,000 per Project aggregate combined single limit. Metro Consulting Associates shall be named on the policy as additional insured.

1.06 Property Insurance

- A. Applicant/Permittee shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:



Right-of-Way Permit Application

1. Include the interests of the City of Highland Park, Applicant/Permittee, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in this section, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. Be written on a Builder's Risk "all-rise" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by this section;
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Include testing and startup; and
 5. Be maintained in effect until Completion of Work unless otherwise agreed to in writing by the City of Highland Park and Applicant/Permittee with thirty calendar days written notice to each other additional insured to whom a certificate of insurance has been issued;
 6. Applicant/Permittee shall be responsible for any deductible or self-insured retention; and
 7. The policies of insurance required to be purchased and maintained by Applicant/Permittee in accordance with this Paragraph 1.06 shall comply with the requirements of Paragraph 1.06.B.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 1.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty calendar days prior written notice has been given to the City of Highland Park and Applicant/Permittee and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 1.07.
- C. The City of Highland Park shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 1.06 to protect the interests of Applicant/Permittee, Subcontractors, or others in the Work. The risk of loss will be borne by Applicant/Permittee, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

1.07 Waiver of Rights

- A. Applicant/Permittee intends that all policies purchased in accordance with Paragraph 1.06 will protect the City of Highland Park, Applicant/Permittee, Subcontractors, and Engineer, and all other individuals



Right-of-Way Permit Application

or entities identified in this section to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that, in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Applicant/Permittee waives all rights against the additional insureds and their respective officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in this section to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance otherwise payable under any policy so issued.

1.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 1.06 will be adjusted with the City of Highland Park and made payable to the City of Highland Park as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 1.08.B. The City of Highland Park shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by Applicant/Permittee.
- B. The City of Highland Park as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen calendar days after the occurrence of loss to the City of Highland Park's exercise of this power. If such objection be made, the City of Highland Park as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, the City of Highland Park as fiduciary shall adjust and settle the loss with the insurers, and if required in writing by any party in interest, the City of Highland Park as fiduciary shall give bond for the proper performance of such duties.

1.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If the City of Highland Park has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by Applicant/Permittee in accordance with this section, the City of Highland Park shall so notify Applicant/Permittee in writing within ten calendar days after receipt of the certificates (or other evidence requested). Applicant/Permittee shall provide to the City of Highland Park such additional information in respect of insurance provided as the City of Highland Park may reasonably request. If Applicant/Permittee does not purchase or maintain all of the bonds and insurance required of Applicant/Permittee by the Permit, the City of Highland Park shall notify Applicant/Permittee in writing of such failure to purchase prior to the start of the Work, or of



Right-of-Way Permit Application

such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and an invoice shall be issued to cover costs of such accordingly.

1.10 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Applicant/Permittee shall indemnify and hold harmless the City of Highland Park, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Applicant/Permittee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against the City of Highland Park or Applicant/Permittee or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Applicant/Permittee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 1.10.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Applicant/Permittee or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.



Right-of-Way Permit Application

PERMIT APPLICATION FEE SCHEDULE

Service Description	Rate	No.	Units	Total
Permit Application Fee				
Blanket permit fee (franchise utilities)	\$ _____ ³	annually	each	\$ _____
One-time administration fee	\$ 750.00	per application	each	\$ _____
Additional review time	\$ 100.00	per hour	hour	\$ _____
Right of Way application fee				
Underground utility (trenchless)	\$ 300.00	per application	each	\$ _____
Overhead utility	\$ 250.00	per application	each	\$ _____
Driveway	\$ 150.00	per application	each	\$ _____
Sidewalk	\$ 100.00	per application	each	\$ _____
Survey	\$ 100.00	per application	each	\$ _____
Open cut	\$ 300.00	per application	each	\$ _____
Traffic Control	\$ 100.00	per application	each	\$ _____
Total - Permit Application Fee				\$ _____

INSPECTION FEE SCHEDULE

Service Description	Rate	No.	Units	Total
Inspection Fee				
Inspection M-F	\$ 550.00		days	\$ _____
Inspection Sat	\$ 800.00		days	\$ _____
Total - Inspection Fee				\$ _____

Please email hpcityengineer@metroca.net 48 hours in advance to schedule an inspection within the ROW.

PENALTIES

Non-compliance and/or failure to secure a proper permit will result in the following penalties in addition to reimbursement to the City for actual costs, plus permit and inspection costs.

1 st occurrence	\$1,000
2 nd occurrence	\$2,000
3 rd occurrence	\$3,000

³ Amount to be determined by City Engineering Department estimated based on expected work



Right-of-Way Permit Application

PLAN REVIEW PROCEDURES FOR RIGHT-OF-WAY PERMIT

