CITY OF EFFINGHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

P.O. BOX 648, 201 E. JEFFERSON AVENUE

 $E\ F\ F\ I\ N\ G\ H\ A\ M\ ,\quad I\ L\qquad 6\ 2\ 4\ 0\ 1$

PHONE: (217) 342-5303 FAX: (217) 342-5391

PUBLIC RIGHT OF WAY PERMIT APPLICATION INSTRUCTIONS

Attached is the following:

- Public Right of Way Permit Application
- Applicable sections of Chapter 22, Article 3 of the City of Effingham Municipal Code regarding Insurance, Bonding and Fees for Public Right of Way Permits
- Forms for Bonding which may be used: (only 1 is required)
 - Payment and Performance Bond
 - Certified or Cashiers Check
 - Irrevocable Letter of Credit
- IDOT Traffic Control Standards
- Link to City of Effingham website: https://www.effinghamil.com/apply-for-a-public-right-of-way-permit/

The ROW Permit Application must be filled out completely and a description of the work must be included or plans attached. The Application shall have original signatures, no copies.

The fees, bonding and Certificate of Insurance must be included with the Permit Application.

Fees: \$75 for Residential \$125 for Commercial - Industrial

With regard to the bonding and insurance, either the facility owner or the contractor may submit the bonding or insurance. Please be advised that whoever issues the bonding and insurance, they will be responsible for the work to be performed and liable for any issues such as but not limited to incorrect or incomplete work, insurance claims, traffic control, etc.

On the Certificate of Insurance, in accordance with the requirements of the Municipal Code, the Certificate Holder shall be:

City of Effingham 201 E. Jefferson Avenue P.O. Box 648 Effingham, IL 62401

In addition, there shall be 30 days written notice of cancellation to the City of Effingham.

Also on the Certificate, in accordance with the requirements of the Municipal Code, the following statement shall be included as an endorsement or special provision:

The City of Effingham and its elected officials, directors, officers and employees as additional insured; includes waiver of subrogation in favor of the City of Effingham and its elected officials, directors, officers and employees; and is primary and non-contributory with respect to any insurance that is maintained by the City of Effingham.

If there are any questions, please do not hesitate to contact the Department of Public Works.

INSURANCE REQUIREMENTS

- (a) Insurance Limits. Each Permittee and their subcontractors shall maintain in full force and effect, throughout the term of the Public Right-of-Way Permit, an insurance policy or policies issued by an insurance company or companies satisfactory to the City's Attorney and Insurance Coordinator. The policy or policies shall be in accordance with the terms and condition and afford insurance covering all operations, vehicles and employees as follows:
- (1) Commercial General Liability Insurance with limits not less than a combined single limit for bodily injury and property damage, including contractual liability; personal injury; explosion, collapse, and underground (xcu); products; and completed operations of \$1,000,000 per occurrence and \$2,000,000 aggregate."
- (2) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned, and hired auto coverage, as applicable.
- (b) Insurance Terms and Conditions. All issuance of insurance by the Permittee shall conform to the following terms and conditions.
- (1) An insurance policy or policies shall include the City and its officers and employees jointly and severally as additional insured's, shall apply as primary insurance, shall stipulate that no other insurance effected by the City will be called on to contribute to a loss covered hereunder, and shall provide for severability of interests. Said policy or policies shall provide that an act or omission of one insured, which would void or otherwise reduce coverage, shall not reduce or void the coverage as to any other insured. Said policy or policies shall afford full coverage for any claims based on acts, omissions, injury, or damage which occurred or arose, or the onset of which occurred or arose, in whole or in part, during the policy period. Said policy or policies shall be endorsed to provide thirty (30) calendar days advance written notice of cancellation or any material change to the City.
- (2) Should any of the required insurance be provided under a claims-made form, the insured Permittee shall maintain such coverage continuously throughout the term of the Public Right-of-Way Permit and without lapse for a period of one (1) year beyond the expiration or termination of the Public Right-of-Way Permit, to the effect that, should occurrences during the term of the Public Right-of-Way Permit give rise to claims made after expiration or termination of the Public Right-of-Way Permit, such claims shall be covered by such claims-made policies.
- (3) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall be double the occurrence or claims limits specified above in Section 22-84(a).
- (4) Such insurance shall in no way relieve or decrease Permittee's obligation to indemnify the City under Section 22-84(d) or any other provision of this Article.
- (5) Certificates of Insurance in the form satisfactory to the City Attorney and Insurance Coordinator, evidencing all the coverages above, shall be furnished or maintained on file with the City Engineer before issuance of a Public Right-of-Way Permit. Complete copies of policies shall be furnished promptly upon the City Engineer's request.
- (6) Where a Permittee is self-insured, and such insurance is no less broad and affords no less protection to the City than the requirements above in Section 22-84(a), the City, in consultation with the City Attorney and Insurance Coordinator, may accept such insurance as satisfying the requirements of Section 22-84(a). Evidence of such insurance shall be provided in the manner specified in Section 22-84(b)(5).



Public Right of Way Permit

Page 1 of 2

Revised 4/22/2024

(If in connection with cor	nstruction requiring building per	rmit) Building Permit No.
Whereas, I (We)(Name of Ov		request permission and authority to do certain work
herein described in the Public Right-of-Way	,	at the Work site described as follows:
Therein described in the Fublic Hight-of-way	or the Oity of Emiligham a	
		Or at the following address:
on	(street)	near
(address)	(street)	(nearest cross street
Attach drawing of the work or plan sheets. T	he work generally consis	sts of the following:
701801 and 701901 at a minimum. Additional Wo	per commenced until a thresh distributed within days aformit becomes null and very complete and/or correct	rsion of IDOT Standard Drawings 701006, 701301, 701501, I be required if warranted by the work and traffic conditions. ree (3) day advance notice is given to the Director of after the date this permit is approved or by the date of yold. Incomplete and/or incorrect work will result in the work under this permit. THE CONTRACTOR DEADY FOR FINAL INSPECTION.
This permit is subject to the c	onditions and restrictio	ons printed on the Page 2 of this Permit.
The Applicant hereby agrees to and accepts	the permit provisions this	s day of ,
	APPLICANT INFORMA	ATION
Facility Owner:	Owner's	s Contractor:
Signature		Signature
Printed Name		Printed Name
Company Name		Company Name
Street		Street
City, State, Zip Code		City, State, Zip Code
Phone No. Fax No.	0.	Phone No. Fax No.
SIGN & RETURN TO: City of Effingham, Direc	ctor of Public Works, 201 E.	. Jefferson Ave., P.O. Box 648, Effingham, IL 62401
Approved this day of	,	City of Effingham
] R	BY:
ATTACH PLAN SHEETS, SCHEDULE, CERTIFICATES OF INSURANCE, DEPOSIT OR BONDING, TRAFFIC CONTROL PLAN, APPLICATION	Required for excavation	Director of Public Works BY:
FEE, INSPECTION FEE AND OTHER DOCUMENTS AS REQUIRED FOR	Required for work on	Public Works Operations Manager 3Y:
PERMIT	sanitary sewer service	Plumbing Inspector

City of Effingham

Public Right of Way Permit

- 1. The Applicant represents and warrants that they are the parties in interest requesting this Permit and that they are the agents in fact, with authority to bind all parties in interest to the obligations and undertakings agreed to in this Permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.
- 2. The Applicant shall provide a three (3) day advance notice to the Director of Public Works prior to the start of work and shall hold a Joint Utility meeting on-site, prior to construction. The proposed work shall be located and constructed to the satisfaction of the Director of Public Works or his/her duly authorized representative. No revisions or additions shall be made to the proposed work on the Public Right-of-Way without the written permission of the City. The Applicant agrees to complete all work to the standards and specifications identified by the City as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work. The Applicant agrees to restore any and all damaged portions of the Public Right-of-Way to the condition satisfactory to the City including, but not limited to all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery in the Public Right-of-Way without the approval of the City. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the City are hereby incorporated into this Permit by reference as though fully set forth herein.
- 3. The Applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Part 6 (Temporary Traffic Control) of the Illinois Manual on Uniform Traffic Control Devices and with the traffic control plan if one is required elsewhere in the Permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Applicant. No work may be done on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall be done only during daylight hours. In the case of an emergency requiring work within the Public Right-of-Way after normal business hours, the weekend or a Holiday, the Applicant may proceed with the work subject to paragraph 5 below and shall notify the City on the next business day.
- **4.** The work performed by the Applicant is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the Public Right-of-Way. Signs in or overhanging the Public Right-of-Way shall be prohibited.
- 5. The Applicant shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Applicant assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the City of Effingham and each of its officers, agents, employees, invitees and others associated with it from and against any and all suits, claims, actions, losses, injuries, damages, judgments and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the City of Effingham may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the Applicant or any party in interest, jointly and severally, shall be liable and bound unto the City of Effingham for any and all expenses related thereto, including attorney's fees.
- **6.** The City of Effingham reserves the right to make such changes, additions, repairs and relocations within its statutory limits to the facilities constructed under this permit or their appurtenances on the Public Right-of-Way as may be considered necessary to permit the relocation, reconstruction, widening or maintaining of the roadway and City maintained sanitary sewers, watermains and storm sewers and/or provide proper protection to life and property on or adjacent to the Public Right-of-Way. However, in the event this permit is granted to construct, locate, operate and maintain utility facilities in the Public Right-of-Way, the Applicant, upon written request by the City Engineer, shall perform such alterations or change of location of the facilities, without expense to the City, and should the Applicant fail to make satisfactory arrangements to comply with this request within a reasonable time, the City reserves the right to make such alterations or change of location or remove the work, and the Applicant agrees to pay for the cost incurred.
- **7.** This permit is effective only insofar as the City of Effingham has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work.
- **8.** The construction of access driveways is subject to the rules, standards and regulations of the City of Effingham. If, in the future, the land use of property served by an access driveway described and constructed in accordance with this permit changes so as to require a higher driveway type, the owner shall apply for a new permit and bear the costs for such revisions.
- 9. If the work covered by this permit includes construction of additional lanes, turn lanes, median cross-overs or traffic signals on, along or adjacent to a roadway under City of Effingham jurisdiction, the permittee shall use only contractor(s) approved by the City of Effingham for the performance of said work on the City roadway. A contractor currently prequalified by the Illinois Department of Transportation in the work rating governing the said work shall be approved. Prior to the commencement of the said work on the City roadway, the applicant shall furnish the City Engineer a copy of the contractor's current IDOT Certificate of Eligibility, or, if an owner proposes to use a contractor not currently prequalified by the City of Effingham, information satisfactory to the City Engineer evidencing the contractor's qualification and ability to perform the said work. No work on the City roadway shall be performed until the City Engineer issues an approval of the proposed contractor.
- **10.** Utility installations shall also be subject to the rules, standards and regulations of the City of Effingham. Location of proposed Utilities shall be subject to the approval of the Director of Public Works.



Right of Way Permit Bond

(Payment and Performance)

Project Name	Bond No
KNOWN ALL MEN BY THE PRESENTS, That I (We)	
	(Name of Applicant
as Principal, and	, as Surety,
	(Surety Company)
a corporation organized and existing under the law	s of the State of
and licensed to do business in the State of Illinois, a	are held firmly bound unto the City of Effingham in the penal sum of
·	Dollars \$
lawful money of the United States well and truly to	be paid unto said people of the City of Effingham, for payment of
which we bind our ourselves, successors and assign	is, jointly, severally, and firmly by these presents.
WHEREAS by the issuance of a Public Right of Way	Permit, the City of Effingham grants permission and authority to the
	maintain improvements as described in said Right of Way Permit, in
• • • • • • • • • • • • • • • • • • • •	,
connection with a certain Project designated as	located at the address
of or near	the location of
in the City of Effingham, and;	

WHEREAS, said Applicant is obligated and has agreed to perform the work in accordance with the terms and conditions of said Permit, and is further obligated to make payment for all materials, labor, equipment, professional services and other costs associated with the work and by this reference, said Permit is made a part hereof as if written herein at length.

NOW THEREFORE, if the Applicant shall well, truly and faithfully perform its obligation in accordance with the terms and conditions herein to the satisfaction of the City of Effingham, and shall perform no other work at said location without first receiving approval from the City of Effingham, and shall satisfy all claims and demands incurred, and fully indemnify and save harmless the City of Effingham from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of Effingham all outlay and expense which it may incur in making good any default, and shall promptly make payment to all persons, firms, contractors and corporations furnishing materials for or performing labor in the prosecution of the work, and any approved extensions or modifications thereof, including all amounts due for including, but not limited to materials, equipment and labor consumed or used in connection with the construction of the work, then no claim or demand will be made against the above obligation.

NOW THEREFORE, if the Principal fails to perform or complete its obligation in accordance with the terms and conditions herein and further fails to make payment for all or any portion of the materials, labor, equipment, professional services and other costs associated with the obligations, the City of Effingham shall serve the Principal and the Surety a Notice of Default. The Notice of Default shall specify the manner of the default and specify the time provided to cure the default. If the default is not cured, the bonding shall be available to the City of Effingham from the Surety. The City of Effingham shall be privileged to use the bonding for the purposes of paying for materials, labor, equipment, professional services and other costs for the sole purpose to complete, change and/or correct any deficiencies in the obligations and the Surety shall honor all drafts presented to it at any time upon presentation of:

- A. Resolution of the City Council of the City of Effingham, Illinois stating that the Applicant has failed to satisfactorily complete, carry on or correct the work under said Right of Way Permit and/or has failed to pay material suppliers, contractors, subcontractors or others whom any money may be due.
- B. The affidavit of the City Engineer of the City of Effingham stating that all drafts will be made for the purposes of paying consulting engineers, surveyors, materialmen, contractors, and subcontractors for the completion of the work under said Right of Way Permit.

expiration da writing by ce bond is not r	FORE, this bond shall be in for ate of this bond, the Surety sh ertified mail, return receipt receleased in writing by Resolution atomatically continue in full for	all notify the C quested, of the on of the City (ity of Effingham Director impending expiration. Council of the City of Effi	or of Public Works and the Pri The Principal and Surety agre	incipal in e that if this
otherwise di	FORE, the Principal and Suret minished or terminated without ent shall be in the form of a R	ut the express	written consent of the 0	City Council of the City of Effi	ngham. The
IN WITNESS	WHEREOF, WE HAVE DULY EX	KECUTED THE	FOREGOING		
This	day of		This	day of	·
Surety			Principal		
Address			Address		
City / State			City / State		
Ву			Ву		
	Attorney in Fact				
(Seal)			(Seal)		
This	day of	,			
Agent for Su	rety				
Address					
City / State					
Ву					
(Seal)					
CITY OF EFFI	<u>NGHAM</u>				
This Bond is	hereby accepted this	day of		, by the City of Effingham	
	City Administrator / Director		S		
	ments are accepted and this Encil of the City of Effingham th				, by
By:	City Administrator / Director	of Public Work	S		



<u>CERTIFIED OR CASHIERS CHECK</u> (Public Right of Way Permit Bonding)

	Date		Initials
Received:		By:	
Reviewed:		By:	
Accepted:		By:	
Released:		By:	

TO THE CITY COUNCIL OF THE CITY OF EFFINGHAM, ILLINOIS:

Address

1.	Cashier's Check to "Beneficiary") in the to be constructed	(hereinaft "Permittee") hereby submit bonding for a Public Right of Way Permit in the form of a Certified of the City of Effingham, Illinois, an Illinois municipal corporation, (hereinafter referred to as the ne amount of \$ The bonding is in connection with certain in accordance with a Public Right of Way Permit within the Public Right of Way under the City of Effingham, (hereinafter referred to as the "Project") identified as:	or
	A	PROJECT	
	B. Located at:		
2.	, and appurtenance after completion be (and shall be design corrected and the	des, but is not limited to: tes thereto, and identified in the Project plans and specifications. Said Project shall be inspected by the City of Effingham Director of Public Works or his designee. Any deficiencies shall be noted gnated the punch list) and directed to the Permittee for correction. After the deficiencies have be Permittee has submitted all Project closeout documentation as required in the specifications, the project closeout documentation as required in the specifications, the project closeout documentation as required in the specifications, the project closeout documentation as required in the specifications.	ed een
3.	The bonding shall	be in force and effect until released by the City of Effingham Director of Public Works.	
4.	whereby the Perm further agreed tha money may be du that suit may be m such money. If th required Project of call the bonding up default and specifi	be issued a Public Right of Way Permit by the Beneficiary for the construction of the Project, a littee promises and agrees to perform said work in accordance with the terms of said Permit and the bonding shall inure to the benefit of any person, firm, company or corporation to whom an eleform the Permittee, for any such labor, materials, apparatus, fixtures or machinery so furnishmaintained on such bonding by any such person, firm, company or corporation for the recovery elepermittee fails to perform or complete the work, correct the punch list items, fails to submit the loseout documentation or otherwise fails to fulfill the requirements of the Permit, the Beneficiary pon serving the Permittee a Notice of Default. The Notice of Default shall specify the manner of the time provided to cure the default. If the default is not cured, the bonding shall be availabled and the Permittee shall honor all drafts presented to it at any time upon presentation of:	nd has y ed and of any he y may of the
	complete, car	the City Council of the City of Effingham, Illinois stating that the Principal has failed to satisfactory on or correct the work under said Right of Way Permit and/or has failed to pay material suppubcontractors or others whom any money may be due.	
	paying consul	of the City of Effingham Director of Public Works stating that all drafts will be made for the purporting engineers, surveyors, materialmen, contractors, and subcontractors for the completion of the did Right of Way Permit.	
5.	bonding for the im	y require their Contractor to provide the bonding for the improvements. If the Contractor subm provements, all requirements as stated above shall apply to the Contractor in the same manne nittee had issued the bonding.	
PE	RMITTEE		
The	e undersigned here	by consents to the terms and conditions stated above this day of,	
(If a	an individual)	Signature	
		Name	

<u>(If a partnership)</u> Signature	Title
Firm Name	
Address	
Name and Address of all Partners	
Name	Name
Address	Address
Name	Name
Address	Address
(If a corporation) Corporate Name	
Gorporation)	
	Signature
ATTEST:	Name
	Title
Signature	Business Address
Name	Names of Officers
Title	President
	Vice President
	Secretary
	Treasurer
CITY OF EFFINGHAM	
	day of love
This Certified or Cashiers Check is hereby accepted this City of Effingham	day oi,, by t
, ,	
By:	
By:	
This Certified or Cashiers Check is hereby released this	day of
	,,,,
Dug.	
By: Mayor / City Administrator / Director of Public Works	



IRREVOCABLE LETTER OF CREDIT

(Public Right of Way Permit Bonding)

	Date	Initials
Received:	By:	
Reviewed:	By:	
Accepted:	By:	
Released:	By:	

TO THE CITY COUNCIL OF THE CITY OF EFFINGHAM, ILLINOIS:

1.	Upon the request of, (hereinafter referred to as the "Permitee"),
	Upon the request of, (hereinafter referred to as the "Permitee"), we, (hereinafter referred to as the "Bank") hereby establish our
	rrevocable Letter of Credit, (hereinafter referred to as "Credit") in favor of the City of Effingham, Illinois, an Illinois municipal
	corporation, (hereinafter referred to as the "City") in the amount of dollars
	\$
	connection with certain work to be constructed in accordance with a Public Right of Way Permit within the Public Right of Way under the jurisdiction of the City of Effingham, (hereinafter referred to as the "Project") identified as:
	A Project
	B. Located at:
2.	Said Project includes, but is not limited to streets, sidewalks, storm sewers, drains, drain tiles, sanitary sewers, water mains, and appurtenances thereto, and identified in the Project plans and specifications. The Project shall be completed sixty (60) days before the expiration date. Said Project shall be inspected after completion by, but not limited to the City of Effingham Director of Public Works or his designee. Any deficiencies shall be noted (and shall be designated the punch list) and directed to the Permitee for correction. After the deficiencies have been corrected and the Permitee has submitted all Project closeout documentation as required in the specifications, the City of Effingham Director of Public Works shall recommend the Project for acceptance by the City Council and upon approval, the bonding will be released.
3.	This irrevocable letter of credit shall be in force and effect until Sixty (60) days prior to the expiration date of this irrevocable letter of credit, the Bank shall notify the City of Effingham Director of Public Works, by certified letter return receipt requested of the impending expiration. This irrevocable letter of credit shall not expire without such notice but shall continue in full force and effect. In Addition, the Permitee and Bank agree that if this irrevocable letter of credit is not released in writing by Resolution of the City Council of the City of Effingham within the sixty (60) days, the irrevocable letter of credit shall automatically continue in full force and effect. The Permitee and Bank further agree that this irrevocable letter of credit may not be cancelled, reduced, released or otherwise diminished or terminated without the express written consent of the City Council of the City of Effingham. The written consent shall be in the form of a Resolution passed, adopted and approved by the City Council of the City of Effingham.
4.	If the work, including submission of all Project closeout documentation, covered by this irrevocable letter of credit is not completed within sixty (60) days prior to the expiration date as stated in paragraph 3 above, the City of Effingham may call this irrevocable letter of credit upon serving the Permitee and the Bank a Notice of Default. The Notice of Default shall specify the manner of the default and specify the time provided to cure the default. If the default is not cured, this irrevocable letter of credit shall be available to the City of Effingham, and the Bank shall honor all drafts presented to it at any time upon presentation of:
	A. Resolution of the City Council of the City of Effingham, Illinois stating that the Permitee has failed to satisfactorily complete or carry on the Project or has failed to pay material suppliers, subcontractors or others whom any money may be due; and,
	B. The affidavit of the City of Effingham Director of Public Works stating that all drafts will be made for the purposes of paying

consulting engineers, surveyors, materialmen, contractors, and subcontractors for the completion of the Project.

This Irrevocable Lette	r of Credit is hereby issued this _	day of
BANK (must be execu	ted by 2 officers)	
Ву:		Ву:
	, its	, its
Printed Name		Printed Name
PERMITEE The undersigned here	by consents to the terms and co	ditions stated above this day of,
(If an individual)	Signature	
	Name	
(If a partnership)	Signature	Title
	Firm Name	
	Address	
Name and Address of	all Partners (add pages if necessar	ry)
Nama		Nama
		Name
		Address
Name		Name
Address		Address
(If a corporation) Corp	porate Name	
		Signature
ATTEST:		Name
		Title
Signature		Business Address
Name		
Title		Names of Officers
		President
		Vice President
		Secretary
		Treasurer

CITY OF EFFINGHAM

- · · -	, by the
	olution No.
	is hereby released by adoption of Reso