CITY OF EFFINGHAM
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
P.O. BOX 648, 201 E. JEFFERSON AVENUE
EFFINGHAM, IL 62401
PHONE: (217) 342-5300 FAX: (217) 342-5391

PUBLIC RIGHT OF WAY PERMIT APPLICATION INSTRUCTIONS

Attached is the following:

- Public Right of Way Permit Application
- List of MUTCD – PART 6 Temporary Traffic Control Typical Applications
- Work Zone Safety Check List
- City of Effingham Insurance Requirements*
- Forms for Bonding which may be used: (only 1 is required)*
    - Payment and Performance Bond
    - Irrevocable Letter of Credit

*NOTE – A contractor with a current registration with the Building Official's Office, current Certificate of Insurance in compliance with the City Insurance requirements and current Bonding may apply the COI and Bond to a Right of Way Permit subject to the bonding amount sufficient for the work being performed in the right of way.

The ROW Permit Application must be filled out completely.

All required documents and fees shall be submitted with the Permit Application – use checklist on signature page. Incomplete applications will be returned.

The City of Effingham Illinois

Public Right of Way Permit

Revised 4/22/2024

(If in connection with construction requiring building permit) Building _____

Whereas, I (We) _____ , request permission and authority to do certain work
Name of Owner

herein described on Public Right-of-Way under the jurisdiction of the City of Effingham. The Work Site is described as follows:

_____ near _____
Address nearest cross street

☐ The work is described in detail on the attached sketch or plans and/or as follows:

☐ The temporary traffic control plan in accordance with MUTCD – Part 6 is described in detail on the attached sketch or plans and/or as follows:

All work authorized by this permit shall not be commenced until a **THREE (3) DAY ADVANCE NOTICE IS GIVEN TO THE DIRECTOR OF PUBLIC WORKS** and all work shall be completed within _____ days after the date this permit is approved or by the date of _____, otherwise the permit becomes null and void. Incomplete and/or incorrect work will result in forfeiture of the bond to the City of Effingham in order to complete and/or correct the work under this permit. **THE CONTRACTOR SHALL NOTIFY THE CITY WHEN THE WORK IS COMPLETE AND READY FOR FINAL INSPECTION.**

THE OWNER AND CONTRACTOR SHALL REVIEW AND ACKNOWLEDGE THE FOLLOWING CONDITIONS AND RESTRICTIONS THIS PERMIT IS SUBJECT TO:

☐ 1. The Owner and Contractor 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 Owner and Contractor 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 Owner and Contractor 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 Owner and Contractor agrees to complete all work to the standards and specifications identified by the City as a condition of granting this Permit. The Owner and Contractor agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work. The Owner and Contractor 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 sidewalk and landscape restoration. The Owner and Contractor 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. **VIOLATION AND FINE:** Any Person or Permittee who violates a Stop Work Order, Modification or Revocation of a Public Right-of-Way Permit or any other provisions of this Article including performing work without a Permit or failure to notify the City of Emergency Work, commits a civil ordinance violation and shall, upon conviction, be fined not less than one hundred dollars ($100.00), nor more than one thousand dollars ($1,000.00), for each offense. Each day a violation of this Article is allowed to continue shall constitute a separate offense. In addition to any fine, the City may seek injunctive and declaratory relief directing the violator(s) to cure the violation.

☐ 4. **EMERGENCY NOTICE:** For Emergency Work in the Public Right-of-Way, the Permittee, or the Contractor if a Public Right-of-Way Permit has not been issued, shall immediately notify the City at (217) 342-5300, ext. 2131 or in the event the emergency is during times when the City Offices are closed, the City of Effingham Water Treatment Plant shall be immediately notified by calling (217) 347-5056 or the Effingham Police Department by calling (217) 347-0774. The Permittee or Applicant shall include all applicable information for a Non-emergency Notice and note the time of notification. A Permit Application shall be submitted within 24 hours or the next business day if the emergency work was on a holiday or weekend.

☐ 5. **SANITARY SEWER SERVICE LINES:** The City of Effingham does not maintain sanitary sewer service lines. The service line is the responsibility of the property owner from the building to the public sanitary sewer. The City does not locate and mark service lines for JULIE requests.

☐ 6. The Owner and Contractor shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Temporary traffic control 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 required with the Permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Owner and Contractor. 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 after normal business hours, the weekend or a Holiday, the Owner and Contractor may proceed with the work subject to paragraph 4 above.

☐ 7. The work performed by the Owner and Contractor 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.

☐ 8. The Owner and Contractor shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Owner and Contractor assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Owner and Contractor 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 Owner and Contractor 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 Owner and Contractor 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 Owner and Contractor 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.

☐ 9. 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 Owner and Contractor, 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 Owner and Contractor 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 Owner and Contractor agrees to pay for the cost incurred.

☐ 10. This permit is effective only insofar as the City of Effingham has jurisdiction and does not presume to release the Owner and Contractor from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work. Further, this permit does not grant the right or permission to enter into or trespass upon private property other than the Owner's property. Willful and persistent disregard of private property rights will result in revocation of the permit and may result in disqualification from further work in the Public Right of Way.

☐ 11. 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.

☐ 12. 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. Prior to the commencement of the said work on the City roadway, the Owner and Contractor, upon request, shall furnish the Director of Public Works information evidencing the contractor's qualifications and ability to perform the said work. No work on the City roadway shall be performed until the Director of Public Works issues an approval of the proposed contractor.

☐ 13. 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.

☐ 14. The Contractor, and any Subcontractors, shall provide Certificates of Insurance in accordance with the Insurance Requirements provided herein.

☐ 15. The Owner or Contractor shall provide Bonding for the full cost of the improvements on the Public Right of Way. Forms of Bonding are provided herein.

FEES:

☐ $25 Administrative Fee

☐ $25 Inspection Fee for Work associated with a single family residential building

☐ $100 Inspection Fee for Work associated with commercial or industrial projects

The Administrative and Inspection Fees shall be waived for a Public Right-of-Way Permit when it is obtained in connection with the application and issuance of a Residential Building Permit by the Building Official or a Sanitary Sewer Service Reconnection Permit issued by the Plumbing Inspector.

The Owner and Contractor have reviewed, acknowledged and hereby Agrees and Accepts the Permit Provisions as set forth in this Application on this _____ day of _____, _____.

OWNER	CONTRACTOR
Signature	Signature
Printed Name	Printed Name
Company Name	Company Name
Address	Address
Phone / Email	Phone / Email

SIGN & RETURN TO: City of Effingham Director of Public Works 201 E. Jefferson Ave. P.O. Box 648 Effingham, IL 62401	☐ WORK SKETCH OR PLANS ☐ TRAFFIC CONTROL PLAN ☐ SCHEDULE ☐ CERTIFICATES OF INSURANCE ☐ DEPOSIT ☐ APPLICATION AND INSPECTION FEE

INCOMPLETE APPLICATIONS WILL BE RETURNED

Approved this _____ day of _____, _____.	**CITY OF EFFINGHAM**
SPECIAL CONDITIONS: _____	BY: _____ Director of Public Works Required for excavation in the roadway
	BY: _____ Public Works Operation Manager Required for work on sanitary sewer service
	BY: _____ Plumbing Inspector

Work to be coordinated with the following City Representatives: Justin Hayes

Phone: (217) 994-1527 Email JHayes@effinghamil.com

Contractor (entity doing the work) Contact Field Person: _____

Phone: _____ Email _____

24 hour contact: Phone: _____ Email _____

MUTCD 11th EDITION
PART 6 – TEMPORARY TRAFFIC CONTROL
https://mutcd.fhwa.dot.gov/pdfs/11th_Edition/part6.pdf

Number	Typical Application Description
Table 6P-2. Meaning of Symbols on Typical Application Diagrams	
TA-1	Work Beyond the Shoulder
TA-3	Work on the Shoulders
TA-4	Short Duration or Mobile Operation on a Shoulder
TA-6	Shoulder Work with Minor Encroachment
TA-10	Lane Closure on a Two-Lane Road Using Flaggers
TA-11	Lane Closure on a Two-Lane Road with Low Traffic Volumes
TA-13	Temporary Road Closure
TA-15	Work in the Center of a Road with Low Traffic Volumes
TA-18	Lane Closure on a Minor Street
TA-21	Lane Closure on the Near Side of an Intersection
TA-22	Right-Hand Lane Closure on the Far Side of an Intersection
TA-23	Left-Hand Lane Closure on the Far Side of an Intersection
TA-24	Half Road Closure on the Far Side of an Intersection
TA-25	Multiple Lane Closures at an Intersection
TA-26	Closure in the Center of an Intersection
TA-27	Closure at the Side of an Intersection
TA-28	Sidewalk Detour or Diversion
TA-29	Crosswalk Closures and Pedestrian Detours
TA-30	Interior Lane Closure on a Multi-Lane Street
TA-31	Lane Closure on a Street with Uneven Directional Volumes
TA-32	Half Road Closure on a Multi-Lane, High-Speed Highway
TA-46	Work in the Vicinity of a Grade Crossing
TA-47	Bicycle Lane Closure without a Detour

The City of Effingham Illinois

WORK ZONE SAFETY CHECKLIST

Inspector's Name:	Date:
MUTCD Typical Applications Used:	
Location:	

THE CITY SHALL BE NOTIFIED 3 DAYS IN ADVANCE OF THE WORK COMMENCING AND THE NOTICE SHALL INCLUDE IF THERE ARE ANY LANE, STREET OR SIDEWALK CLOSURES

BEFORE WORK BEGINS	YES	NO	N/A	DATE CORRECTED
Was a formal plan created that conforms to the Manual on Uniform Traffic Control Devices (MUTCD) requirements?				
Was the MUTCD followed setting up a work zone with traffic disruptions?				
Has the work zone been reviewed and driven by the work crew to see if traffic flow is smooth and orderly?				
CLOSED ROAD OR LANE CLOSURE				
Are all right of ways blocked, restricting public entrance?				
Are signs in place alerting motorists?				
Are the proper traffic control devices (cones, barrels, delineators, arrows, ets.) in place for lane shifts / changes?				
Has the City and emergency providers (police, fire, EMS) been notified?				
TRAFFIC CONTROLS/ADVANCED WARNING SIGNS				
Are traffic controls such as cones, barricades, and barrels in good working order?				
Are traffic controls highly visible?				
Are advance warning signs such as "work zone ahead, workers present, men working, or flagger ahead" in good condition?				
Are the advance warning signs highly visible?				
WORKER VISIBILITY/PERSONAL PROTECTIVE EQUIPMENT				
Are brightly colored vests with retroreflectivity utilized to allow workers to be visible 1,000 feet in all directions?				
Is other PPE (hardhats, eye protection, etc) in place for workers in the work zones?				
Do flaggers have stop/slow paddles available for usage?				
FLAGGER & PUBLIC SAFETY				
Are flaggers trained (minimum every 3 years) and use authorized signaling methods for traffic and work zone control and safety?				
Do flaggers have established escape routes?				
Are flaggers rotated out due to extreme weather (heat or cold)?				
Does operating equipment utilize emergency flashers, strobe lights and back up alarms?				
Are open trenches or excavations left unattended on breaks, lunch hours, or overnight blocked from public access?				
WORKER VISIBILITY				
Are pedestrians and bicyclists utilizing sidewalks kept out of work zones?				
Are work zone checklists documented and kept for future reference?				

CITY OF EFFINGHAM INSURANCE REQUIREMENTS

- Insurance requirements on the following page.
    - On the Certificate of Insurance, in accordance with the requirements of the City of Effingham 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 City of Effingham 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.

    - The attached form: Additional Insured - Designated Person or Organization with the Policy Number shall be submitted with the Certificate of Insurance.

If there are any questions, please do not hesitate to contact the City of Effingham.

A. Required Coverage and Limits. Unless otherwise provided by franchise, license or similar agreement, each Utility Provider occupying Public Way or Constructing any Facility in the Public Way shall secure and maintain liability insurance policies insuring the Utility Provider as named insured and naming the City of Effingham, Illinois, and its elected and appointed officers, officials, agents, and employees as additional insureds, on a primary, non-contributory basis (shall be stated on the certificate), on the policies listed in paragraphs 1 and 2 below:

1) Commercial general liability insurance, including premises-operations, explosion, collapse and underground hazard (commonly "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

   i) Five million dollars ($5,000,000) for bodily injury or death to each person;

   ii) Five million dollars ($5,000,000) for property damage resulting from any one accident; and,

   iii) Five million dollars ($5,000,000) for all other types of liability;

2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars ($1,000,000) for personal injury and property damage for each accident;

3) Worker's compensation insurance with the prescribed statutory limits; and,

4) Employer's liability insurance with limits of not less than one million dollars ($1,000,000) per employee and per accident.

B. Contractor and Subcontractor Insurance. If the Utility Provider is not providing such insurance to protect contractors and subcontractors performing the work, then such contractors and subcontractors of the Utility Provider shall comply with the requirements of this Section.

C. Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

D. Copies Required. The Utility Provider shall provide copies of any of the policies required by this Section to the City of Effingham, within ten (10) calendar days following receipt of a written request therefore from the City of Effingham, Illinois.

E. Maintenance and Renewal of Required Coverages. The insurance policies required by this Section shall contain the following endorsement: *"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) calendar days after receipt by the City of Effingham, Illinois, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of the City of Effingham, Illinois, of such intent to cancel or not to renew."* Within ten (10) calendar days after receipt by the City of Effingham, Illinois, of said notice, and in no event later than ten (10) calendar days prior to said cancellation, the Utility Provider shall obtain and furnish to the City of Effingham, Illinois, evidence of replacement insurance policies meeting the requirements of this Section.

F. Self-Insurance. A Utility Provider may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection A) of this Section. A Utility Provider that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insured's under Subsection A), or the requirements of Subsections B), C) and D) of this Section. A Utility Provider that elects to self-insure shall provide to the City of Effingham, Illinois, evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection A) of this Section, such as evidence that the Utility Provider is a "private self insurer" under the Illinois Workers Compensation Act.

G. Effect of Insurance and Self-Insurance on Utility's Liability. The legal liability of the Utility Provider to the City of Effingham, Illinois, and any person for any of the matters subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

H. Insurance Companies. All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
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.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

The City of Effingham Illinois

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 laws of the State of _____
and licensed to do business in the State of Illinois, 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 assigns, 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 Applicant to build, construct, locate, operate, and 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.

NOW THEREFORE, this bond shall be in force and effect until _____. Sixty (60) days prior to the expiration date of this bond, the Surety shall notify the **City of Effingham Director of Public Works** and the Principal in writing by certified mail, return receipt requested, of the impending expiration. The Principal and Surety agree that if this bond is not released in writing by Resolution of the City Council of the City of Effingham within the sixty (60) days, the bond shall automatically continue in full force and effect.

NOW THEREFORE, the Principal and Surety further agree that this bond 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.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This _____ day of _____ , _____

Surety _____

Address _____

City / State _____

By _____
Attorney in Fact

(Seal)

This _____ day of _____ , _____

Principal _____

Address _____

City / State _____

By _____

(Seal)

This _____ day of _____ , _____

Agent for Surety _____

Address _____

City / State _____

By _____

(Seal)

CITY OF EFFINGHAM

This Bond is hereby accepted this _____ day of_____, _____, by the City of Effingham

By:_____
Mayor / City Administrator / Director of Public Works

The Improvements are accepted and this Bond is hereby released by adoption of Resolution No. _____, by the City Council of the City of Effingham this _____ day of _____, _____.

By:_____
Mayor / City Administrator / Director of Public Works

The City of Effingham Illinois

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"), we, _____ (hereinafter referred to as the "Bank") hereby establish our Irrevocable 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, ($ _____). This credit is irrevocable. This irrevocable letter of credit is issued in 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 Letter of Credit is hereby issued this _____ day of _____, _____.

BANK (must be executed by 2 officers)

By:_____ By:_____

_____ , its _____ _____ , its _____
Printed Name Printed Name

PERMITEE

The undersigned hereby consents to the terms and conditions stated above this _____ day of _____, _____.

(If an individual) Signature _____

Name _____

Address _____

_____

(If a partnership) Signature _____ Title _____

Firm Name _____

Address _____

Name and Address of all Partners (add pages if necessary)

Name _____ Name _____

Address _____ Address _____

_____ _____

Name _____ Name _____

Address _____ Address _____

_____ _____

(If a corporation) Corporate Name _____

Signature _____

ATTEST: Name _____

Title _____

Signature _____ Business Address _____

Name _____ _____

Title _____ **Names of Officers**

President _____

Vice President _____

Secretary _____

Treasurer _____

CITY OF EFFINGHAM

This Irrevocable Letter of Credit is hereby accepted this _____ day of_____, _____, by the City of Effingham

By:_____

Mayor / City Administrator / Director of Public Works

The Improvements are accepted and this Irrevocable Letter of Credit is hereby released by adoption of Resolution No. _____, by the City Council of the City of Effingham this _____ day of _____, _____.

By:_____

Mayor / City Administrator / Director of Public Works