

**CITY OF EFFINGHAM
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

P.O. BOX 648, 201 E. JEFFERSON AVENUE
EFFINGHAM, IL 62401
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)
 - o Payment and Performance Bond
 - o Certified or Cashiers Check
 - o Irrevocable Letter of Credit
- IDOT Traffic Control Standards

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.

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.



Public Right of Way Permit

Page 1 of 2

Revised 12/2/2019

(If in connection with construction requiring building permit) Building Permit No. _____

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

herein described in the Public Right-of-Way of the City of Effingham at the Work site described as follows:

_____ Or at the following address:
(address) on (street) near (nearest cross street)

Attach drawing of the work or plan sheets. The work generally consists of the following:

Temporary Work Zone Traffic Control shall be in accordance with current version of IDOT Standard Drawings 701006, 701301, 701501, 701801 and 701901 at a minimum. Additional Work Zone Traffic Control will be required if warranted by the work and traffic conditions.

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 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.

This permit is subject to the conditions and restrictions printed on the Page 2 of this Permit.

The Applicant hereby agrees to and accepts the permit provisions this _____ day of _____, _____

APPLICANT INFORMATION

Facility Owner:

Owner's Contractor:

Signature
Printed Name
Company Name
Street
City, State, Zip Code
Phone No. Fax No.

Signature
Printed Name
Company Name
Street
City, State, Zip Code
Phone No. Fax No.

SIGN & RETURN TO: City of Effingham, Director of Public Works, 201 E. Jefferson Ave., P.O. Box 648, Effingham, IL 62401

Approved this _____ day of _____, _____

City of Effingham

ATTACH PLAN SHEETS, SCHEDULE, CERTIFICATES OF INSURANCE, DEPOSIT OR BONDING, TRAFFIC CONTROL PLAN, APPLICATION FEE, INSPECTION FEE AND OTHER DOCUMENTS AS REQUIRED FOR PERMIT

BY: _____ Director of Public Works
And if required
BY: _____ Public Works Operations Manager

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.

**CITY OF EFFINGHAM
PUBLIC RIGHT OF WAY PERMIT
INSURANCE, BONDING AND FEES**

Sec. 22-84: Liability, Indemnification and Insurance.

Each Public Right-of-Way Permit shall incorporate by reference and require the Permittee (Applicant and/or Owner) to comply with the liability, indemnity, insurance, and taxable possessory interest provisions set forth below in this Section; provided, however, the City Engineer, with the concurrence of the City Attorney and City Insurance Coordinator, may modify the liability, indemnity and insurance provisions as they pertain to a particular Public Right-of-Way Permit.

(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).

(c) **Liability upon Permittee.** Each Permittee is wholly responsible for the quality of the Work performed in the Public Right-of-Way and the Permittee is liable for all consequences of any condition of such Work and any Facility or Facilities installed in the Public Right-of-Way. The issuance of any Public Right-of-Way Permit, inspection, repair, or suggestion, approval, or acquiescence of any City Official shall not excuse the Permittee from such responsibility or liability.

(d) **Indemnification, Defense, and Hold Harmless.** Upon the request of the City, the Permittee, at no cost or expense to the City, must indemnify, defend, and hold harmless the City against any claims, regardless of the alleged negligence of the City or any other party or Person, except only for claims directly from the sole negligence or willful misconduct of the City. Each Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claims which actually or potentially fall within the indemnity provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to the Permittee by the City and continues at all times thereafter. In addition, the City shall have a cause of action for indemnity against each Permittee for any costs the City may be required to pay as a result of defending or satisfying any claims that arise from or in connection with the Public Right-of-Way Permit, except only for claims resulting directly from the sole negligence or willful misconduct of the City. The Permittee agree that the indemnification obligations assumed under the Public Right-of-Way Permit shall survive expiration of the Public Right-of-Way Permit or completion of Work. Each Permittee shall further agree on its behalf and that of any successor or assigns to indemnify, defend, protect, and hold harmless the City, including officers, agents, and employees from and against any and all actions, claims, costs, damages, demands, expenses, fines, injuries, judgments, liabilities, losses, penalties, or suits including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from:

(1) Any act by, omission by, or negligence of the Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the Work authorized by the Public Right-of-Way Permit, or while in or about the site of the Work

for any reason connected in any way whatsoever with the performance of the Work authorized by the Public Right-of-Way Permit, or allegedly resulting directly or indirectly from the Work;

(2) Any accident, damage, death, or injury to the Permittee or its subcontractors, or any officer, agent, or employee of them, while engaged in the performance of the Work authorized by the Right-of-Way Permit, or while in or about the site of the Work for any reason connected with the performance of the Work authorized by the Right-of-Way Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the Work;

(3) Any accident, damage, death, or injury to any Person(s) or accident, damage, or injury to any real or personal property in, upon, or in any way allegedly connected with the Work from any cause or claims arising at any time; and,

(4) Any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee about, in, on, or under the Work site subject to the Right-of-Way Permit or the environment. As used herein, "hazardous material" means any gas, material, substance, or waste which, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Release" when used with respect to materials shall include any actual or imminent disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pumping, pouring, or spilling.

Sec. 22-85: Deposits (Bonding) and Fees.

Each Permittee shall submit and maintain with the City a Deposit (bond, cash deposit, or other security) acceptable to the City securing the faithful performance of the obligations of the Permittee under any Right-of-Way Permit to perform Work on the Public Right-of-Way and the compliance with all terms and conditions of this Division. The City Engineer shall establish procedures for billing, collection, and refund of a Deposit(s), fees, and other charges provided for in this Section.

(a) **Deposits.** The Deposit shall be in the sum of 100% of the actual cost or \$5,000, whichever is greater in favor of the "City of Effingham". Frequent Permittees may submit a single Deposit for multiple Public Right-of-Way Permits so long as a constant balance of \$20,000.00 is maintained on file with the City Engineer. If the City Engineer has deducted from such a Deposit pursuant to this Section, the Permittee must restore the full amount of the Deposit prior to the issuance of a subsequent Public Right-of-Way Permit.

(1) The City may make deductions from the balance of a Permittee's Deposit(s) to ensure the faithful performance of the obligations under the Public Right-of-Way Permit to pay fees, to offset the costs for Work done or repairs made by the City, or to pay any assessed penalties or costs associated with violations of this Article.

(2) Each Deposit made pursuant to this Section shall be retained by the City for a period of one (1) year after the satisfactory completion of the Work to secure the obligations in the Public Right-of-Way Permit and this Article.

(3) Upon expiration of one year from the satisfactory completion of the Work and submission of Record Drawings pursuant to Section 22-83(k), a Permittee's Deposit(s), less the deductions made pursuant to Section 22-85(a)(1), shall be returned to the Permittee or to its assigns.

(b) **Residential Building Permit Contractor's Surety Bond.** When a Public Right-of-Way Permit is issued in connection with the issuance of a Residential Building Permit, the Residential Building Contractor's Surety Bond or License and Permit Bond may be held in lieu of the Deposit required in Section 22-85(a) provided the Surety Bond specifically states it includes any and all Work on the Public Right-of-Way.

(c) **Administrative Fee.** Each permittee shall pay to the City a fee of \$25.00 per Public Right-of-Way Permit. The fee is proposed to compensate the City for the cost incurred to administer the provisions of this Article. There is a \$25.00 fee for a Utility Excavator Blanket Permit.

(d) **Inspection Fee.** The inspection fee shall be \$25.00 for a Work associated with a single family residential building and \$100.00 for others such as commercial or industrial projects. No inspection fees shall be collected from a Utility Excavator that has a franchise agreement with the City of Effingham.

(e) **Waiver of Fees.** 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. All other requirements for a Public Right-of-Way Permit will be required.

(f) **Refunds.** When an application is either withdrawn by the Applicant or denied by the City Engineer before the start of the Work, the Applicant's administrative fee assessed under Section 22-85(c) shall be retained and the Deposit and fees assessed under Sections 22-85(a) and 22-85(d) and shall be returned to the Applicant.

Sec. 22-86: Reserved