

MENARD COUNTY HIGHWAY DEPARTMENT

15620 CHAUTAUQUA ROAD
PETERSBURG, ILLINOIS 62675

COREY A. DOWD
COUNTY ENGINEER

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HIGHWAY RIGHT-OF-WAY PERMIT

WHEREAS, a petition has been filed from _____
(Name of Applicant)

_____, requesting a permit be issued to
(Mailing Address, City, State, Zip Code)

do certain work herein described herein described, in, upon, or along County Highway

_____ known as _____, the County Engineer of Menard County, Illinois,
(Number) (Road Name)

acting for and on behalf of the Menard County Board issues this permit to do the

work as shown on the attached map and described below.

Legal Location: _____

Description of Work: _____

Attached are plans, drawings, or sketches to further illustrate the proposed work.

Subject to the following conditions and restrictions:

1. The Petitioner shall furnish all material, do all work, pay all costs and shall in a reasonable length of time restore said highway to a condition similar or equal to that existing before the commencement of the described work. The County Engineer shall be the final and sole decision maker as to whether said highway has been restored to "a condition similar or equal to" that existing before the commencement of said work. It is understood that the work shall be completed within 6 months after the date this permit is approved. Otherwise the permit becomes null and void.

2. In granting this permit, the petitioner agrees not to interfere with or obstruct traffic on said highway. Proper barricades, flagmen, flares, signs, or other necessary precautions as specified by the County Engineer shall be provided to protect the traveling public at all times. All of the above mentioned items shall be furnished by the petitioner at his expense.

3. If specific permission, due to construction condition, is given to the petitioner to open cut across the pavement, the following procedures shall be used. The petitioner shall cut the pavement so as to form a straight edge at least twelve inches wider on each side of the widest portion of the trench.

The petitioner shall remove all excavation and immediately backfill the trench with sand or flowable backfill. Settlement of the sand backfill shall be thoroughly compacted until maximum settlement has been secured. Immediately after the backfilling, the base stone shall be restored to a depth of twelve inches (compacted), using Illinois Department of Transportation approved CA-6 for the width of the trench. The bituminous pavement surface shall then be restored to a depth of the existing bituminous pavement surface for the width of the pavement cut and finished flush with the existing pavement surface. In the case of existing sealcoat, cold mix asphalt shall be used.

4. Trenches that are made along the shoulder or any aggregate surface area shall not be made nearer to the edge of the pavement than two feet. All of the excavated material shall be loaded and hauled off the limits of the right-of-way or as directed by the County Engineer. The excavated trench shall be backfilled as in Article #3 except the top eight inches shall be compacted road gravel or rock.

5. Trenches or excavations along the right-of-way and not on the portion of the road bed (shoulder point to shoulder point) may be excavated and the same excavated material may be used as backfill, however, the trench shall be located as far up the backslope as possible and still in the right-of-way. In no case shall the trench be closer to the centerline of the ditch than two feet on either side of the ditch. All utility lines shall be at a minimum depth of 48 inches. Any valve boxes shall be installed flush or below grade.

6. For a period of 12 months after the work has been completed, the petitioner is responsible for any work necessary to restore any portion of the work area to a condition equal to that existing before the work was started by the petitioner to the satisfaction of the County Engineer.

7. Petitioner shall remove all excess dirt and leave the shoulder, ditches and back slopes in the same presentable condition as before construction, including seeding, to the satisfaction of the County Engineer.

8. All areas where existing sod has been disturbed during prosecution of the above work shall be reseeded and fertilized in accordance with the specifications of the State of Illinois, Department of Transportation, Division of Highways.

9. The Petitioner shall not trim, cut or in any way disturb any trees or shrubbery along said highway without the approval of the County Engineer or his duly authorized representative.

10. The Petitioner shall be responsible for any work necessary to repair any drain tile that is cut or damaged through the actions of the Petitioner under said petition.

11. Petitioner shall replace and repair any bituminous surface damaged during construction.

12. All pipe crossings shall be made by pushing, boring, augering, or drilling underneath the pavement unless otherwise permitted by the County Engineer. All pipe crossings shall include steel, PVC, or other casing as specified by the County Engineer.

13. Petitioner shall refrain from using any tractor or other machinery equipped with wheel or track lugs that would cause damage to bituminous surfaces.

14. In case it is necessary to remove any guardrail posts during construction, the petitioner shall replace posts and rails to the alignment and grade established by the Menard County Highway Department. Any posts or rails damaged or broken during construction shall be replaced without cost to the County.

15. If necessary to remove any highway signs, mailboxes, etc., the Petitioner shall reset them in their original position at the end of each work day and immediately after construction has been completed to the satisfaction of the County Engineer.

16. The petitioner shall reimburse the County for any repairs the County deems necessary to the existing highway on account of said petition in case of emergency, or neglect by said petitioner.

17. This permit is effective in so far as the County has jurisdiction and does not presume to release said petitioner from fulfilling any existing statutes relating to the construction of such improvements.

18. This permit and grant of authority is limited to the County's authority for easement and access as more fully set forth in the grant of right-of-way for the property referenced herein. It is the Petitioner's responsibility to determine whether the grant of right-of-way allows for the intended purpose in this permit. The County makes no representations or warranties that the right-of-way allows for the intended use set forth in the permit.

19. In any case not covered by above conditions and restrictions the County Engineer is authorized to draw up reasonable conditions and restrictions suitable to the particular case.

20. Should Menard County unintentionally damage Petitioner's facilities through normal highway maintenance or construction activities, after having appropriately contacted JULIE, Menard County will not be responsible for any damages or lost revenue from those Petitioner's facilities.

21. It is expressly understood that in the event of Road Reconstruction or Maintenance operations it is necessary to move or alter the above mentioned installation said installation shall be moved or altered within 90 days after the Petitioner, his agent or assigns receives written notice and demand from the County Engineer that said installation shall be moved or altered. The Petitioner, his assigns or any other person who assumes responsibility for the care and maintenance of said installation, shall be responsible for all costs incurred in the moving or altering, or failure to move or failure to alter, the above stated installation.

22. The Petitioner shall assume all risk and liability for damages that may accrue to persons or property on account of this work. The Petitioner further agrees to indemnify and hold harmless the County of Menard, or any of its agents, employees or the like, against any and all damages to property, or injuries to or death of any person or persons, including employees or agents of the County of Menard, and shall indemnify, and hold harmless the County of Menard, or its agents, employees or the like, from any and all claims, demands, or suits, actions or proceedings of any kind or nature, including workmen's compensation claims, of or by anyone whomsoever, and any resulting from or arising out of the operation in connection herewith, including operations of subcontractors, and acts or omissions of the Petitioner, his agents, employees, or assigns.

23. The landowner and/or Contractor shall file with the County copies of completed certificates of insurance, satisfactory to the County to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the life of this permit. The policy of insurance shall include Menard County as an additional insured or provide separate coverage

with Owner's Protective Policy. The minimum amounts of insurance shall be as follows, except no restrictions on occurrence limits will be permitted:

<u>Bodily Injury Liability</u>	<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000.00	\$500,000.00	\$1,000,000.00

All such insurance must include an endorsement whereby the insurer agrees to notify the County at least thirty (30) days prior to non-renewal, reduction, or cancellation. The contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage. All costs for insurance as specified herein shall be considered as incidental to the permit.

24. This Agreement is binding not only on the Petitioner but also on the Petitioner's employer, successor, assigns, subcontractor or any other person who funds or assists in the funding of the proposed installation or assumes the responsibility for the care and maintenance of the proposed installation after its completion. The Petitioner agrees that he has a mandatory duty to inform his employer, successor, assigns or any person who subsequently assumes responsibility for the care and maintenance of said completed installation of the existence of this Agreement.

Other Permit Conditions:

By signing below, the Applicant acknowledges and agree to the terms and conditions in the Menard County Utility Permit Policy & Regulations and the Menard County Ordinance Establishing General Applicable Standards and Fees for Construction on, Over, Above, Along, Upon, Under, Across or Within, Use Of and Repair Of, The Public Right-Of-Way.

Signature

Printed Name

Title

Phone Number

APPROVED: Menard County Highway Department

This permit is hereby accepted and its provisions agreed to this _____ day
of _____, 20__.

By _____
Menard County Engineer

Date _____