



Fulton County Department of Public Works & Highways

430 E. Oak Street, Canton, IL 61520
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fultonch@fultonco.org

Keith D. Munter, P.E.

County Engineer

ENCROACHMENT PERMIT

Utility Owner

Name (Company): _____ Contact Name: _____

Address: _____

Contact Number: _____ Fax Number: _____ Email: _____

Property Owner

Name (Company): _____ Contact Name: _____

Address: _____

Contact Number: _____ Fax Number: _____ Email: _____

Contractor

Name (Company): _____ Contact Name: _____

Address: _____

Contact Number: _____ Fax Number: _____ Email: _____

Location & Description of Proposed Work

County Highway: _____ Location: _____

Description of Work: _____

Proposed Start Date: _____ Est. Completion Date: _____

This permit is subject to these specific conditions:

1. This permit and its outlined obligation shall run with the property, in perpetuity.
2. The Contractor shall furnish all material and perform all work in conformance to County standards as determined by the County Engineer. The default specification is the latest edition of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction.
3. The Contractor agrees not to interfere with or obstruct vehicular traffic on any roadway. Proper barricades, flaggers, signs or other necessary precautions as specified by the County Engineer shall be provided to protect the traveling public at all times. All the above-mentioned items shall be furnished by the Contractor at his/her expense.
4. All pipe crossing shall be made by boring or auguring underneath the pavement unless otherwise permitted by the County Engineer. All pipe crossings shall include casing material as specified by the County Engineer.
5. Trenches made along the shoulder shall not be made nearer than two feet (2) to the edge of roadway.
6. Trenches or excavations along the right-of-way and not on roadway may be excavated and the same excavated material may be used as backfill. However, the trench shall be located as far up the back-slope as possible and still be in the right-of-way. In no case shall the trench be closer to the centerline of the ditch than two feet (2'), on either side of the ditch. All utility lines shall be at a minimum depth of forty-eight inches (48"), with no less than sixty inches (60") below ditch line, when under a ditch. Any valve boxes shall be installed flush or below grade.
7. For a period of twelve (12) months after the work has been completed, the Contractor is responsible for any work, materials, and costs necessary to restore any portion of the work area to a condition equal to that existing before the work was permitted, to the satisfaction of the County Engineer.
 - a. The Contractor shall remove all excess dirt and leave the shoulder, ditches and back-slopes in a presentable condition, including seeding and fertilization of disturbed sod areas.
 - b. The Contractor shall not trim, cut or in any way disturb any trees or shrubbery along said highway without the approval of the County Engineer.
 - c. The Contractor shall be responsible for any work necessary to repair any drain tile that is cut or damaged through the actions of the Contractor under this permit. Repairs shall be coordinated among the County Engineer, effected property owners, the Contractor, and any other relevant parties.
 - d. The Contractor shall replace and/or repair any bituminous surface damaged during construction, and shall replace any excavated aggregate, including roadway and shoulders.
 - e. The Contractor shall reimburse the County for any repairs the County deems necessary to the existing highway due to permitted work in case of any emergency, or neglect by the Contractor.
8. This permit and grant of authority are limited to the County's authority for easement and access. The County makes no representations or warranties that the right-of-way allows for the intended use set forth in this permit. It is the Contractor, Utility Owner, or Property Owner's responsibility to determine whether the grant of right-of-way allows for the intended purpose in the permit.
9. Should a future project or maintenance operation warrant, the owner of the utility (which may be the Property Owner or may be the Utility Owner) shall relocate permitted utility, within ninety (90) days of receipt of written notice of the County Engineer.
10. The Contractor shall attach: Certificate of Insurance, with the minimum required coverages (see attached Insurance Special Provision) and naming Fulton County as an additional insured; and any plans, drawings or sketches that further illustrate the proposed work.

11. The Utility Owner, the Property Owner, and Contractor (as named on the permit application) and any subcontractor hired by any of those parties, shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of this work. Those names further agree to indemnify and hold harmless Fulton County, its agents and employees against any and all damages to property, or injuries to or death of any person or person, including employees' agents of the County. They further agree to indemnify and hold harmless Fulton County, its agents and employees, from any and all claims, demands, or suits, actions, or proceedings of any kind or nature, including worker's compensation, by anyone whomsoever, resulting from or arising out of the operation in connection with this permit.

Signatures

I hereby assume all insurance responsibilities, and conditions of this permit associated with the construction and installation of the utility as described herein and the Encroachment Permit Conditions, as part of this permit. This includes the proper traffic control and safety measures be taken by any staff, contractor, or subcontractor involved in the installation of requested utility.

I hereby assume responsibility for any property or easement disputes, including but not limited to, damage to private property by the work described above. Further, I hold Fulton County harmless and declare Fulton County without responsibility in private property matters relating to the work described above.

I hereby assume responsibility for resolving any conflicts with existing underground utilities, and for locating said existing underground utilities.

It is understood that _____ is responsible for the maintenance of said newly installed facilities within the County's road right-of-way. Further, we assume all maintenance conditions and responsibilities, as described in the Encroachment Permit Conditions. Fulton County reserves the right to draw up reasonable conditions suitable to a particular case not covered in the Encroachment Permit Conditions.

Additional Conditions:

Signature & Date

Title

Printed Name

This permit hereby granted on this the ____ day of _____, 20____.

Signature & Title (Fulton County)

FULTON COUNTY
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS
SPECIAL PROVISION

INSURANCE

Effective: April 7, 2010

A current Certificate of Insurance shall be submitted to the Fulton County Highway Department with the contractor's estimate, quotation, or bid. Fulton County shall be named as an Additional Insured on said certificate.

By resolution by the Fulton County Board, any contractor performing work or services on County property or on behalf of the County shall carry the following insurances:

Types of Insurance Coverage	Minimum Coverage Amount
Worker's Compensation and Employers' Liability	One Million Dollars (\$1,000,000)
General Liability	One Million Dollars (\$1,000,000)
Commercial Automobile Liability	One Million Dollars (\$1,000,000)

These coverages shall clearly be stated on the Certificate of Insurance.

If a contractor does not have these coverages but does have an Umbrella Policy, a letter from the issuing insurance company or its agent stating that the Umbrella Policy would cause the above coverages to be met shall be submitted with the Certificate of Insurance.