

CITY OF OREGON STREET DEPARTMENT

115 North Third Street, Oregon, IL 61061

Phone (815)732-6411 City Hall (815)732-6321 Fax (815)732-7292

EXCAVATION PERMIT

WHEREAS, a petition has been filed by _____ (Company Name), hereinafter (the “petitioner”) of _____ (City), _____ (State), requesting a permit be issued to do certain work herein described, in, upon, or along _____ (Street Name), the Director of Public Works of Oregon, Illinois, acting for and in behalf of the Oregon City Council, issues this permit to do the work described below. Attached are the plans, drawings, or sketches to further illustrate the proposed work.

Subject to the following conditions and restrictions:

1. It is expressly understood that in the event of Construction or Maintenance in the Right-of-way and it is necessary to move or alter the above-mentioned, must receive written notice and demand from the Director of Public Works that said construction shall be completed. 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 construction, or failure to complete, the above stated construction.
2. The Petitioner shall furnish all material, do all work, pay all costs and shall in a reasonable length of time restore said street to a condition similar or equal to that existing before the commencement of the described work. The Director of Public Works shall be the final and sole decision maker as to whether said right-of-way 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 _____ (Number of Days) after the date this permit is approved; otherwise this permit becomes null and void.
3. 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 Manual on Uniform Traffic Control Devices (“MUTCO”) 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.
4. Petitioner shall remove all excess dirt and leave the shoulders, ditches, and back slopes in the same presentable condition as before construction, including seeding, to the satisfaction of the Director of Public Works.
5. Petitioner shall replace and repair any pavement surface damaged during construction. All pipe crossings shall be made by tunneling underneath the pavement unless otherwise permitted by the Director of Public Works.
6. Petitioner shall refrain from using any tractor or other machinery equipped with lugs that would cause damage to the pavement surface.
7. 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 as specified by the Director of Public Works. Immediately after the backfilling, the base stone shall be full depth (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 as specified by the Director of Public Works for the width of the pavement cut and finished flush with the existing pavement surface. Minimum trench widths shall follow Illinois Department of Transportation specifications.

8. 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 Director of Public Works. The excavated trench shall be backfilled to the satisfactions of the Director of Public Works.
9. Trenches or excavations within 2' of the curb, edge of pavement or sidewalk shall have ca/6 installed and compacted. Other areas in the right of way may be excavated and the same excavated material may be used as backfill, using compaction, erosion control and restoration methods approved by the Director of Public Works.
10. For a period of twelve 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 Director of Public Works.
11. No equipment, in the opinion of the Director of Public Works, which may be detrimental to the roadway or the road surface may be used.
12. 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 Director of Public Works. Any posts or rails damaged or broken during construction shall be replaced without cost to the City and to the satisfaction of the Director of Public Works.
13. The Petitioner shall reimburse the City at contract rates for any repairs the City deems necessary to the existing street on account of said petition in case of emergency or neglect by said Petitioner.
14. All areas where existing vegetation 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.
15. The Petitioner shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of this work. The Petitioner further agrees to indemnify and hold harmless the City of Oregon, 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 City of Oregon, and shall indemnify, and hold harmless the City of Oregon, 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 whosoever, and any resulting from or arising out of the operations in connection herewith, including operations of subcontractors, and acts or omissions of the Petitioner, his agents, employees or assigns.
16. The Petitioner shall not trim, cut or in any way disturb any trees or shrubbery along said street without the approval of the Director of Public Works or his duly authorized representative.
17. If necessary to remove any 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 Director of Public Works.
18. That this permit is effective in so far as the City of Oregon has jurisdiction and does not presume to release said Petitioner from fulfilling any existing statutes relating to the construction of such improvement.
19. In any case not covered by above conditions and restrictions the Director of Public Works is authorized to draw up reasonable conditions and restrictions suitable to the particular case.
20. Should the City of Oregon accidentally damage Petitioner's facilities through normal street maintenance or construction activities, after having appropriately contacted JULIE, the City of Oregon will not be responsible for any damages to or lost revenue from those Petitioner's facilities.
21. 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.

Permit Conditions:

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

Petitioner

Contractor

APPROVED: Director of Public Works

By _____ Date _____

Street Excavation Bond

Bond set at: \$ _____

Restoration cost: \$ _____

Amount owed: \$ _____ payable to: City Contractor