

- (a) Authority granted; no property right or other interest created. A permit from the city authorizes a permittee to undertake only certain activities in accordance with this article on city rights-of-way and does not create a property right, unless otherwise specifically provided by this chapter, or grant authority to the permittee to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (b) Duration. No permit issued under this article shall be valid for longer than one hundred eighty (180) calendar days. Upon expiration of the permit, the right-of-way shall be restored in accordance with section 20-507 of this chapter.
- (c) Pre-construction meeting if required by the city; required attendance. If notified by the city that attendance at a pre-construction meeting is required, no construction shall begin pursuant to a permit issued under this article prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the city engineer with such city representatives in attendance as the city engineer deems necessary. The meeting shall be for the purpose of reviewing the work under the permit and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other user's facilities in the area and their locations, procedures to avoid public disruption, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.
- (d) Compliance with all laws required. The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and applicable statutes, laws, ordinances, rules, and regulations.

**Sec. 20-406. Deviation from permit.**

- (a) In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings, and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city engineer prior to the start of any permit related work in the format required by the city. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. Any deviations in the permit must be reviewed and approved by the city engineer prior to implementation of permit work.
- (b) If any deviation from the permit also deviates from the requirements of this article, it shall be treated as a request for variance in accordance with section 20-412 of this chapter. If the city denies the request for variance, the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefore.

**Sec. 20-407. Insurance.**

- (a) Unless otherwise provided by franchise, license, or similar agreement, each user or applicant occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies. The user or applicant shall maintain the following types of insurance with companies qualified to do business in Illinois, rated A- VIII or better in the current A.M. Best

key rating guide. Prior to commencing work, the user or applicant shall provide the city with insurance certificates evidencing such coverage.

- (1) Comprehensive General Liability insurance (CGL) and, if necessary, a commercial umbrella insurance policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposure:
  - a. All premises and operations.
  - b. Explosion, collapse, and underground damage.
  - c. Contractor's protective coverage for independent contractors or subcontractors employed by the contractor.
  - d. The usual personal liability endorsement with no exclusions pertaining to employment.

The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, subcontractors, and personal and advertising injury. The city, its officers, and employees shall be included as insured under the CGL, using ISO additional insured endorsement 20 10 07/04 or substitute providing equivalent coverage, and under the commercial umbrella. A waiver of subrogation in favor of the city and its officers shall be included. Completed operations coverage shall be for one year, using Form CG 2037 07/04. The insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the city. A copy of the primary/non-contributory endorsement shall be included with the certificate.

- (2) Comprehensive Automobile Liability, and if necessary, commercial umbrella liability insurance policy to cover bodily injury and property damage arising out of the ownership, maintenance and/or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is strongly recommended that the comprehensive General Liability and the Comprehensive Auto Liability be written by the insurance carrier, though not necessarily in one policy.
- (3) Worker's Compensation Insurance including employer's liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of Illinois disability benefit laws, if any. A waiver of subrogation in favor of the city shall be required.

- (b) Limits of liability. The required limits of liability of insurance coverages required above shall be not less than the following:

1. Worker's Compensation

Coverage A – Compensation

Statutory

Coverage B - Employer's Liability \$500,000

2. Comprehensive General Liability

Bodily Injury – Each Occurrence \$1,000,000  
Bodily Injury – Aggregate (Completed Operations) \$2,000,000

3. Comprehensive Automobile Liability

Combined Single Limit \$1,000,000

4. Umbrella: (providing coverage in excess of items, 1, 2, & 3) \$1,000,000

(c) Copies required. The user or applicant shall provide copies of any of the policies required by this section to the city within ten (10) days following receipt of a written request therefore from the city.

(d) 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) days after receipt by the City of Urbana, by registered mail or certified mail, return receipt requested, of a written notice addressed to the city engineer of such intent to cancel or not to renew."

(e) Within ten (10) days after receipt by the city of a notice of intent to cancel or not to renew insurance, and in no event later than ten (10) days prior to said cancellation, the user or applicant shall obtain and furnish to the city evidence of replacement insurance policies meeting the requirements of this section.

(f) Exceptions. Individual owner occupied single family residential property owners who are performing the permitted activities at their own property without compensation for labor to others shall be exempt from the above insurance requirements but shall furnish a certificate of insurance with general liability insurance with limits of not less than three hundred thousand dollars (\$300,000.00) and shall sign a statement to the effect that the property is occupied by the owner and that all work shall be done and conform to all city ordinances, rules, and regulations that are applicable.

**Sec. 20-408. Indemnification.**

By occupying or constructing facilities in the right-of-way, a user or applicant shall be deemed to agree to defend, indemnify, and hold the city and its elected and appointed officials and officers, employees, agents, and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the user or its affiliates, officers, employees, agents, contractors, or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this article or by a franchise, license, or similar

agreement; provided, however, that the user's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses that are determined by agreement or court finding to have resulted from the sole negligence, misconduct, or breach of this article by the city, its officials, officers, employees, agents, or representatives. By accepting a permit, the permit holder agrees to the provisions of this section.

**Sec. 20-409. Security.**

- (a) Purpose. A permittee shall continuously maintain a security in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The purposes of the security are as follows:
  - (1) The faithful performance by the permittee of all the requirements of this article;
  - (2) Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits, or other directives of the city issued pursuant to this article; and
  - (3) The payment by the permittee of all liens and all damages, claims, costs, or expenses that the city may pay or incur by reason of any action or non-performance by the permittee in violation of this article, including, without limitation, any damage to right-of-way or restoration work the permittee is required by this article to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the city from the permittee pursuant to this article or any other applicable law.
  
- (b) Form. The permittee shall provide the security to the city in the form, at the permittee's election, of a surety bond in a form acceptable to the city or an unconditional letter of credit in a form acceptable to the city. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:
  - (1) Provide that the surety will not be canceled without prior notice to the city and the permittee;
  - (2) Not require the consent of the permittee prior to collection by the city of any amounts covered by it; and
  - (3) Provide a location convenient to the city and within the State of Illinois at which it can be drawn.
  
- (c) Amount. The dollar amount of the security shall be \$10,000, except as provided in subsection (g) of this section. This amount shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the city engineer, and the reasonable, directly related costs that the city estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior

to substantial completion of restoration in the previous phase or phases, the city engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the security for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection (c) for any single phase.

- (d) Withdrawals. The city, upon fourteen (14) days advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the security, provided that the permittee has not reimbursed the city for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:
  - (1) Fails to make any payment required to be made by the permittee hereunder;
  - (2) Fails to pay any liens relating to the facilities that are due and unpaid;
  - (3) Fails to reimburse the city for any damages, claims, costs, or expenses which the city has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
  - (4) Fails to comply with any provision of this article that the city determines can be remedied by an expenditure of an amount in the security.
- (e) Replenishment. Within fourteen (14) days after receipt of written notice from the city that any amount has been withdrawn from the security, the permittee shall restore the security to the amount specified in subsection (c) of this section.
- (f) Rights not limited. The rights reserved to the city with respect to the security are in addition to all other rights of the city, whether reserved by this article or otherwise authorized by law, and no action, proceeding, or exercise of right with respect to said security shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.
- (g) Exceptions. Individual property owners who are performing the permitted activities at their own property without compensation for labor to others shall be exempt from the above security requirements but shall sign a statement to the effect that the property is occupied by the owner and that all work shall be done and conform to all city ordinances, rules, and regulations that are applicable.

**Sec. 20-410. Permit suspension and revocation.**

- (a) City's right to revoke permit. In addition to grounds provided for in chapter 14 of this code, the city may revoke or suspend a permit issued pursuant to this article for one or more of the following reasons:
  - (1) Any materially incomplete statements in the permit application;
  - (2) The permittee's physical presence or the presence of the permittee's facilities on, over, above, along, upon, under, across, or within the rights-