Permit and Access Regulations

Types of Permits

The County Engineer issues the following types of permits. The type of permit will depend on the event or activity planned within land adjacent to the County right-of-way. Click on the appropriate link below to access a description and copies of the permits.

- Access Permits
- Utility Permits
- Right-of-Way Alteration Permits

 Permit Regulations and Access Control Regulations

Home | Elected Officials | Department Directory | Contact | Site Map | Internet Policy
1.4.1-4 Utility Annual Letter of Credit

The Utility Annual Letter of Credit with an expiration or renewal date one year from the date of issue shall be in the amount of $15,000 or as directed by the County Engineer. The amount and/or requirement for the Utility Annual Letter of Credit will be based on the performance of the utility in the previous year. This will be used as security for all Utility permits for the utility for the year. The $15,000 amount will be required for the entire year. If the County Engineer is required to draw upon the Utility Annual Letter of Credit, no permit applications will be considered until the $15,000 amount has been reinstated.

The Utility Annual Letter of Credit shall be waived for governmental agencies provided a Letter of Agreement is submitted.

This requirement may also be waived by the County Engineer provided the reason for the permit is an isolated event in which the applicant will not be securing additional Utility permits at other locations in the future. In this case, to protect the Will County Department of Highways against the cost of completing construction or correcting deficiencies, a performance guarantee in the form of a Construction Observations and Compliance Letter of Credit shall be submitted or money order, bank draft, or cashier’s check shall be deposited with the “Will County Treasurer” in escrow to pay such costs. The standard amount shall be determined by the County Engineer. Upon final inspection and approval by the Department, the funds shall be returned.

1.4.2 Insurance

1.4.2-1 Certificate of Insurance

Prior to the issuance of a permit, a Certificate of Insurance shall be provided to WCDH by the Applicant or contractor. The insurance coverage shall conform to those found in Article 107.27 (or current) of the IDOT Standard Specifications for Road and Bridge Construction. This requirement may be waived for certain permits as determined by the County Engineer. The County of Will and their consultant(s) shall be included as “additional insured”.

1.4.2-2 Indemnification of County

By the act of signing a permit, the Applicant and its affiliates, officers, employees, agents, contractor, and subcontractors shall indemnify and save harmless the County of Will, its officers, agents, employees and servants against any and all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character or nature brought on account of property damage, injury to or death of any person or persons,
the activities of the Contractor, subcontractors, suppliers, agents, or employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the Department, its officers, employees, and agents from and against all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim; damage, loss, or expense is caused in part by the act, omission, or negligence of the Department or its officers, employees, or agents.

In claims against the Department or any individual indemnified under this Article by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker’s Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Department for the payment thereof, may be retained by the Department for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor’s Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

Insuranc3. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best’s Key Rating Guide. The Department will accept companies with a rating not lower than B++. Companies rated A- or better shall have a financial size category of VII or larger. Companies rated A- or better shall have a financial size category of VII or larger. Coverage shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers Compensation and Employers Liability.

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

(d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits, provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice.