

**CITY OF EFFINGHAM
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

P.O. BOX 648, 201 E. JEFFERSON AVENUE

EFFINGHAM, IL 62401

PHONE: (217) 342-5303 FAX: (217) 342-5391

CITY OF EFFINGHAM ANNUAL BLANKET UTILITY PERMIT APPLICATION INSTRUCTIONS

Attached is the following:

- City of Effingham ANNUAL BLANKET Utility Permit Application
 - Insurance requirements
 - Forms for Bonding which may be used:
 - o Payment and Performance Bond – minimum \$5,000
 - Note: A Utility may provide a bond in a greater amount which can be applied to a Utility Permit.

For example, a \$20,000 bond is submitted, \$5,000 is applied to the Annual Blanket Permit, \$5,000 is applied to Utility Permit 2024-1, \$5,000 is applied to 2024-2. When 2024-1 is completed, the \$5,000 is available for another Utility Permit.
- The City of Effingham ANNUAL BLANKET Utility Permit Application must be filled out completely.
 - The \$1,500 fee, bonding and Certificate of Insurance must be included with the Permit Application.
 - City of Effingham ANNUAL BLANKET Utility Permit generally covers normal maintenance, repair, relocation and replacement (not betterment) of existing facilities and service lines (provided the relocation or replacement is in the same location), new service lines and the restoration of lawn, sidewalk and driveway surface areas.
 - Plans shall be submitted for any relocation or replacement if the length is over 1000 feet and road crossings.
 - This permit does not cover new facilities and work disturbing the driving & parking surface of a public roadway.

If there are any questions, please do not hesitate to contact the Department of Public Works.

Attach Certificate of Insurance in conformance with the following requirements.

A. Required Coverage and Limits. Unless otherwise provided by franchise, license or similar agreement, each Utility Provider occupying Public Way or Constructing any Facility in the Public Way shall secure and maintain liability insurance policies insuring the Utility Provider as named insured and naming the City of Effingham, Illinois, and its elected and appointed officers, officials, agents, and employees as additional insureds, on a primary, non-contributory basis (shall be stated on the certificate), on the policies listed in paragraphs 1 and 2 below:

- 1) Commercial general liability insurance, including premises-operations, explosion, collapse and underground hazard (commonly "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and,
 - iii) Five million dollars (\$5,000,000) for all other types of liability;
- 2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- 3) Worker's compensation insurance with the prescribed statutory limits; and,
- 4) Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

B. Contractor and Subcontractor Insurance. If the Utility Provider is not providing such insurance to protect contractors and subcontractors performing the work, then such contractors and subcontractors of the Utility Provider shall comply with the requirements of this Section.

C. Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

D. Copies Required. The Utility Provider shall provide copies of any of the policies required by this Section to the City of Effingham, within ten (10) calendar days following receipt of a written request therefore from the City of Effingham, Illinois.

E. 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) calendar days after receipt by the City of Effingham, Illinois, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of the City of Effingham, Illinois, of such intent to cancel or not to renew."* Within ten (10) calendar days after receipt by the City of Effingham, Illinois, of said notice, and in no event later than ten (10) calendar days prior to said cancellation, the Utility Provider shall obtain and furnish to the City of Effingham, Illinois, evidence of replacement insurance policies meeting the requirements of this Section.

F. Self-Insurance. A Utility Provider may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection A) of this Section. A Utility Provider that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insured's under Subsection A), or the requirements of Subsections B), C) and D) of this Section. A Utility Provider that elects to self-insure shall provide to the City of Effingham, Illinois, evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection A) of this Section, such as evidence that the Utility Provider is a "private self insurer" under the Illinois Workers Compensation Act.

G. Effect of Insurance and Self-Insurance on Utility's Liability. The legal liability of the Utility Provider to the City of Effingham, Illinois, and any person for any of the matters subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

H. Insurance Companies. All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.



ANNUAL BLANKET UTILITY PERMIT

PERMIT NO. _____

TYPE OF UTILITY _____

Whereas, I (We) _____, hereinafter termed the Permittee,
 (Name of Utility Provider and JULIE Code)
 request permission and authority to occupy and to do certain work herein described on the right of way under the jurisdiction of the City of Effingham. The work is located At various locations

Provide a brief description of the planned route for the Utility including names of all roadways the utility is parallel with and/or crossing.

The work generally consists of normal maintenance, repair, relocation and replacement (not betterment) of existing facilities and service lines (provided the relocation or replacement is in the same location), new service lines and the restoration of lawn, sidewalk and driveway surface areas.

Plans shall be submitted for any relocation or replacement if the length is over 1000 feet and road crossings.

This permit does not cover new facilities and work disturbing the driving & parking surface of a public roadway.

Temporary Work Zone Traffic Control shall be in accordance with IDOT Standard Drawings 701006, 701301, 701501, 701801 and 701901 at a minimum.

This Annual Blanket Permit shall be for the period commencing on _____ and ending on December 31, 20____. All restoration work shall be completed within 30 days of completion of the utility work. Incomplete and/or incorrect work will result in forfeiture of the bond to the City in order to complete and/or correct the work under this permit.

This permit is subject to the conditions and restrictions printed on the Page 2 of this Permit.

The Applicant hereby agrees to and accepts the permit provisions _____ day of _____, _____

Utility Provider / Applicant:	Applicant (if other than Utility Provider):
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Company Name _____	Company Name _____
Street _____	Street _____
City, State, Zip Code _____	City, State, Zip Code _____
EMAIL ADDRESS: _____	EMAIL ADDRESS: _____
Phone No. _____ Fax No. _____	Phone No. _____ Fax No. _____

Submit Application to: Jeremy D. Heuerman, P.E.,
 Director of Public Works
 201 E. Jefferson Ave.
 P.O. Box 648
 Effingham, IL 62401

Approved this _____ day of _____, _____ by: _____
 Director of Public Works

Application Fee	<input type="checkbox"/>	Security (Bonding)	<input type="checkbox"/>
Traffic Control Plan	<input type="checkbox"/>	Schedule	<input type="checkbox"/>
Emergency Contingency Plan	<input type="checkbox"/>	Plan Sheets	<input type="checkbox"/>
Other Regulatory Authorization	<input type="checkbox"/>	Certificates of Insurance	<input type="checkbox"/>

1. The Applicant represents and warrants that they are the parties in interest requesting this Permit and that they are the agents in fact, with authority to bind all parties in interest to the obligations and undertakings agreed to in this Permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.

2. The Applicant is not required provide notice to the Director of Public Works for work under this Annual Blanket Permit if the Applicant is regularly attending the City of Effingham Monday Morning Utility Coordination Meeting and providing information on maintenance and repair activities. The Applicant is required to call J.U.L.I.E. in accordance with State Law for any excavation. No revisions or additions shall be made to the work allowed under the Annual Blanket Utility Permit. The Applicant agrees to complete all work to the standards and specifications identified by the City as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work. The Applicant agrees to restore any and all damaged portions of the Public Right-of-Way to the condition satisfactory to the City including, but not limited to all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery in the Public Right-of-Way without the approval of the City. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the City are hereby incorporated into this Permit by reference as though fully set forth herein.

3. The Applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Part 6 (Temporary Traffic Control) of the Illinois Manual on Uniform Traffic Control Devices and with the traffic control plan if one is required elsewhere in the Permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Applicant. No work may be done on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall be done only during daylight hours. In the case of an emergency requiring work within the Public Right-of-Way after normal business hours, the weekend or a Holiday, the Applicant may proceed with the work subject to paragraph 5 below and shall notify the City on the next business day.

4. The work performed by the Applicant is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the Public Right-of-Way. Signs in or overhanging the Public Right-of-Way shall be prohibited.

5. The Applicant shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Applicant assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the City of Effingham and each of its officers, agents, employees, invitees and others associated with it from and against any and all suits, claims, actions, losses, injuries, damages, judgments and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the City of Effingham may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the Applicant or any party in interest, jointly and severally, shall be liable and bound unto the City of Effingham for any and all expenses related thereto, including attorney's fees.

6. The facilities or their appurtenances authorized to occupy the right of way by this permit are subject to removal, relocation or modification by the permittee at no expense to the City of Effingham upon 60 days written notice given by the City of Effingham.

7. This permit is effective only insofar as the City of Effingham has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work.

8. This permit grants a license only to undertake certain activities on right of way under the jurisdiction of the City of Effingham and does not create a property right or grant authority to the permittee to infringe upon the rights of others who may have an interest in the right-of-way.

9. It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground and/or underground facilities on the right of way to be occupied by their proposed facilities.

10. Right of abutting and underlying property owners are protected by common law. The permittee will address these rights prior to initiating work on City right of way. The City will not be a party in any negotiations between the utility and abutting property owners.

11. In no case shall the permit give or be construed to give an entity and easement, leasehold or other property interest of any kind in, upon, under, above or along the right of way.

12. Utility installations are subject to the rules, standards and regulations of the City of Effingham. Location of proposed Utilities shall be subject to the approval of the Director of Public Works.

Work to be coordinated with the following City Representatives:

_____ phone () _____
 _____ phone () _____
 Utility Contact Person: _____ phone () _____

Work done by Utility Company: Yes No

If NO, Contractor Information: Name: _____
 Contact Person: _____
 Address: _____
 Office Phone: _____ 24 hour contact: _____



ANNUAL BLANKET UTILITY PERMIT BOND
(Payment and Performance)

Project Name Annual Blanket Utility Permit Bond Bond No. _____

KNOWN ALL MEN BY THE PRESENTS, That I (We) _____ ,
(Name of Applicant)

as Principal, and _____ , as Surety,
(Surety Company)

a corporation organized and existing under the laws of the State of _____
and licensed to do business in the State of Illinois, are held firmly bound unto the City of Effingham in the penal sum of
_____ Dollars \$ _____

lawful money of the United States well and truly to be paid unto said people of the City of Effingham, for payment of which we bind our ourselves, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, by the issuance of an Annual Blanket Utility Permit, the City of Effingham grants permission and authority to the Principal to operate, and maintain improvements at various locations in the City of Effingham *and generally consists of normal maintenance, repair, relocation and replacement (not betterment) of existing facilities and service lines (provided the relocation or replacement is in the same location), new service lines and the restoration of lawn, sidewalk and driveway surface areas. Plans shall be submitted for any relocation or replacement if the length is over 1000 feet and road crossings. This permit does not cover new facilities and work disturbing the driving & parking surface of a public roadway, and;*

WHEREAS, said Principal is obligated and has agreed to perform the work in accordance with the terms and conditions of said Permit, and is further obligated to make payment for all materials, labor, equipment, professional services and other costs associated with the work and by this reference, said Permit is made a part hereof as if written herein at length.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its obligation in accordance with the terms and conditions herein to the satisfaction of the City of Effingham, and shall perform no other work at said location without first receiving approval from the City of Effingham, and shall satisfy all claims and demands incurred, and fully indemnify and save harmless the City of Effingham from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of Effingham all outlay and expense which it may incur in making good any default, and shall promptly make payment to all persons, firms, contractors and corporations furnishing materials for or performing labor in the prosecution of the work, and any approved extensions or modifications thereof, including all amounts due for including, but not limited to materials, equipment and labor consumed or used in connection with the construction of the work, then no claim or demand will be made against the above obligation.

NOW THEREFORE, if the Principal fails to perform or complete its obligation in accordance with the terms and conditions herein and further fails to make payment for all or any portion of the materials, labor, equipment, professional services and other costs associated with the obligations, the City of Effingham shall serve the Principal and the Surety a Notice of Default. The Notice of Default shall specify the manner of the default and specify the time provided to cure the default. If the default is not cured, the bonding shall be available to the City of Effingham from the Surety. The City of Effingham shall be privileged to use the bonding for the purposes of paying for materials, labor, equipment, professional services and other costs for the sole purpose to complete, change and/or correct any deficiencies in the obligations and the Surety shall honor all drafts presented to it at any time upon presentation of:

- A. Resolution of the City Council of the City of Effingham, Illinois stating that the Principal has failed to satisfactorily complete, carry on or correct the work under said Utility Permit and/or has failed to pay material suppliers, contractors, subcontractors or others whom any money may be due.
- B. The affidavit of the City Engineer of the City of Effingham stating that all drafts will be made for the purposes of paying consulting engineers, surveyors, materialmen, contractors, and subcontractors for the completion of the work under said Utility Permit.

NOW THEREFORE, this bond shall be in force and effect until _____. Sixty (60) days prior to the expiration date of this bond, the Surety shall notify the **City of Effingham Director of Public Works** and the Principal in writing by certified mail, return receipt requested, of the impending expiration. The Principal and Surety agree that if this bond is not released in writing by Resolution of the City Council of the City of Effingham within the sixty (60) days, the bond shall automatically continue in full force and effect.

NOW THEREFORE, the Principal and Surety further agree that this bond may not be cancelled, reduced, released or otherwise diminished or terminated without the express written consent of the City Council of the City of Effingham. The written consent shall be in the form of a Resolution passed, adopted and approved by the City Council of the City of Effingham.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This _____ day of _____, _____
Surety _____
Address _____
City / State _____
By _____
Attorney in Fact

This _____ day of _____, _____
Principal _____
Address _____
City / State _____
By _____

(Seal)

(Seal)

This _____ day of _____, _____
Agent for Surety _____
Address _____
City / State _____
By _____

(Seal)

CITY OF EFFINGHAM

This Bond is hereby accepted this _____ day of _____, _____, by the City of Effingham

By: _____
Mayor / City Administrator / Director of Public Works

The Bond is hereby released this _____ day of _____, _____

By: _____
Mayor / City Administrator / Director of Public Works