

**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

UTILITY PERMIT APPLICATION INSTRUCTIONS

ANNUAL BLANKET UTILITY PERMIT

Attached is the following:

- Public Utility Right of Way Permit Application – ANNUAL BLANKET PERMIT
- Applicable sections of the City of Effingham Municipal Code regarding Insurance, Bonding and Fees for Public Utility Right of Way Permits
- Forms for Bonding which may be used:
 - o Payment and Performance Bond
- IDOT Traffic Control Standards

The Public Utility Right of Way Permit Application – ANNUAL BLANKET PERMIT must be filled out completely. The Application shall have original signatures, no copies.

The fees, bonding and Certificate of Insurance must be included with the Permit Application.

AN 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.



ANNUAL BLANKET UTILITY PERMIT

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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"/>

SECTION XII: PERMIT REQUIRED; APPLICATIONS AND FEES.

- F. Application Fees.** Unless otherwise provided by franchise, license or similar agreement, all applications for permits pursuant to this Ordinance shall be accompanied by a fee in the amount of \$1,500.00. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act, 35 ILCS 645/5-1, *et, seq.*

SECTION XVI: INSURANCE.

- 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 the following 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, on the policies listed in paragraphs 1 and 2 below:
- 1) Commercial general liability insurance, including premises-operations, explosion, collapse and underground hazard (commonly referred to as “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, Illinois, 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.

SECTION XVII: INDEMNIFICATION. By occupying or Constructing Facilities in Public Ways, a Utility Provider shall be deemed to agree to indemnify, defend and hold harmless the City of Effingham, Illinois, and its elected and appointed officials, officers, employees, agents and representatives, from and against any and all injuries, claims, demands, judgments, damages, losses, causes of action, liabilities, settlement payments, costs, interest, awards and expenses, including reasonable attorney’s fees and costs of suit or defense, arising out of, resulting from or in relation to the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Utility Provider or its affiliates, officers, employees, agents, contractors or subcontractors, as said conduct relates to any action required or contemplated pursuant to this Ordinance, whether such acts or omissions are authorized, allowed or prohibited by this Ordinance or by a franchise, license or similar agreement; provided, however, the Utility Provider’s indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses directly caused by the willful negligence or willful misconduct by the City of Effingham, Illinois, and its officials, officers, employees, agents or representatives.

SECTION XVIII: SECURITY.

- A. Purpose.** The Permittee shall establish a Security Fund in a form and in an amount as set forth in this Section. The Security Fund shall be continuously maintained in accordance with this Section at the Permittee’s sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:
- 1) The faithful performance by the Permittee of all the requirements of this Ordinance;

- 2) Any expenditure, damage or loss incurred by the City of Effingham, Illinois, due to the Permittee's failure to comply with any ordinances, rules, regulations, orders, permits and other directives of the City of Effingham, Illinois, issued pursuant to this Ordinance; and,
- 3) The payment by Permittee of all liens and all damages, claims, costs or expenses the City of Effingham, Illinois, may pay or incur by reason of any action or non-performance by Permittee in violation of this Ordinance, including, but not limited to, any damage to public property or Restoration work the Permittee is required by this Ordinance to perform which the City of Effingham, Illinois, must perform itself or have completed as a consequence of the Permittee's failure to perform or complete, and all other payments due the City of Effingham, Illinois, from the Permittee pursuant to this Ordinance or any other applicable law.

B. Form. The Permittee shall provide the Security Fund to the City of Effingham, Illinois, in the form, at the Permittee's election, of cash, a surety bond in a form acceptable to the City of Effingham, Illinois, or an unconditional irrevocable letter of credit in a form acceptable to the City of Effingham, Illinois. Any surety bond or letter of credit provided pursuant to this Subsection shall, at a minimum:

- 1) Provide it will not be canceled without prior written notice to the City of Effingham, Illinois, and the Permittee;
- 2) Not require the consent of the Permittee prior to the collection by the City of Effingham, Illinois, of any amounts covered by it; and,
- 3) Provide a location convenient to the City of Effingham, Illinois, and within the State of Illinois at which it can be drawn.

C. Amount. The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the Public Way to at least as good a condition as existing prior to the Construction under the permit, as determined by the Director, in his/her sole discretion, and may also include reasonable, directly related costs the City of Effingham, Illinois, 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 within the City of Effingham, Illinois, 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 Director may, in the exercise of his/her sole discretion, allow the Permittee to post a single amount

of security which shall be applicable to each individual phase of the Construction allowed under the permit. The amount of the Security Fund for individual phases of Construction shall be equal to the greatest amount which would have been required under the provisions of this Subsection for any single phase.

D. Withdrawals. The City of Effingham, Illinois, upon fourteen (14) calendar 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 Fund, provided the Permittee has not reimbursed the City of Effingham, Illinois, for such amount within the fourteen (14) calendar 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 which are due and unpaid;
- 3) Fails to reimburse the City of Effingham, Illinois, for any damages, claims, costs or expenses which the City of Effingham, Illinois, 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 Ordinance which the City of Effingham, Illinois, determines can be remedied by an expenditure of an amount sufficient from the Security Fund.

E. Replenishment. Within fourteen (14) calendar days after receipt of written notice from the City of Effingham, Illinois, that any amount has been withdrawn from the Security Fund, the Permittee shall restore the Security Fund to the amount specified in Subsection C of this Section.

F. Interest. The Permittee may request any and all interest accrued on the amount in the Security Fund be returned to the Permittee by the City of Effingham, Illinois, upon written request for said withdrawal to the City of Effingham, Illinois, provided any such withdrawal does not reduce the Security Fund below the minimum balance required in Subsection C of this Section.

G. Closing and Return of Security Fund. Upon completion of the work authorized under the permit, the Permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the City of Effingham, Illinois, for failure by the Permittee to comply with any provisions of this

Ordinance or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the City of Effingham, Illinois, to the extent necessary to cover any reasonable costs, losses or damages incurred by the City of Effingham, Illinois, as a result the revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the Permittee.

- H. Rights Not Limited.** The rights reserved to the City of Effingham, Illinois, with respect to the Security Fund are in addition to all other rights of the City of Effingham, Illinois, whether reserved by this Ordinance or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the City of Effingham, Illinois, may have. Notwithstanding the foregoing, the City of Effingham, Illinois, shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.