



UTILITY ACCOMODATION PERMIT APPLICATION

City of East Moline Public Right-of-Way

Applicant/Utility Owner: _____
Contact Name: _____
Address: _____
Phone No. _____ Fax No. _____ Cell No. _____
E-Mail: _____

Contractor (if Different from Applicant): _____
Contact Name: _____
Address: _____
Phone No. _____ Fax No. _____ Cell No. _____
E-Mail: _____

Consultant (if applicable): _____
Contact Name: _____
Address: _____
Phone No. _____ Fax No. _____ Cell No. _____
E-Mail: _____

Site Location: _____

¼ Section/Section/Township/Range: _____

General Description of Proposed Utility Project: _____

I hereby certify that all construction covered by this Utility Accommodation Permit shall be undertaken in compliance with the City of East Moline STANDARDS FOR CONSTRUCTION OF FACILITIES ON RIGHTS-OF-WAY in accordance with all requirements of this permit and the construction plans approved upon issuance of this permit

Authorized Representative for Applicant/Utility Owner

Date

For Office Use Only:

Application Fee:
___ \$560

Required Documents
___ Application (1 copy)
___ Construction Plans
___ Performance Bond
___ Insurance Certificates

Applications must be submitted to the East Moline Engineering & Maintenance Building front desk between 7:00 a.m.- 3:30 p.m. Applications will not be accepted without fee in the form of check or money order. Please make checks payable to: "City of East Moline"

Date Filed: _____
Application Recv'd by: _____



UTILITY ACCOMODATION PERFORMANCE BOND

City of East Moline Public Right-of-Way

KNOW ALL MEN BY THESE PRESENTS, that _____, as PRINCIPAL, _____, as SURETY, and _____, as ADDITIONAL SURETY, are held and firmly bound unto the City of East Moline, IL, as OBLIGEE, in the sum of _____ Obligee, the Principal and the Surety, and Additional Surety find themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents:

SIGNED, SEALED AND DATED, THIS ___ day of _____, 20___.

WHEREAS, application was made to the Obligee for approval of the installation and/or construction of utilities on public right-of-way in the City of East Moline, County of Rock Island, Illinois, shown on the attached site plan, filed with the Director of Engineering of the City of East Moline, Illinois, on _____, 20___, said site plan may be approved upon certain conditions, one of which is that a performance bond in the amount of _____ (\$ _____), to be filed with the City Clerk to guarantee certain installation and/or construction of utilities on public right-of-way.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above-named Principal shall, within six months from the date hereof, well and truly make and perform the installation and/or construction of utilities on public right-of-way in accordance with the specifications of the City of East Moline Engineering Department and the public right-of-way regulations of the City of East Moline, then this obligation shall be void; otherwise to remain in full force and effect.

The City, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights, may withdraw an amount from the Performance Bond provided that the Principal has not reimbursed the City for such amount within the fourteen (14) day notice period. Withdrawals may be made if the Principal:

- 1) Fails to make any payment required to be made by the Principal 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 Principal; or
- 4) Fails to comply with any provision of the City Code of Ordinances or other applicable regulations that the City determines can be remedied by an expenditure of an amount in the Performance Bond.

_____ Principal

By: _____ Principal

_____ Surety

By: _____

(Attorney in Fact)

Approved as to form:

Additional Surety

By: _____



UTILITY ACCOMODATION PERMIT Summary of Requirements

Facilities Subject to Permitting. City of East Moline’s Standards for Construction of Facilities on Rights-of-Way applies to all utility facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the City. (Ord. 2010-31).

Construction Plans. Application shall provide drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations to the satisfaction of the City.

Standards and Principles. All construction in the right-of-way shall be consistent with applicable ordinances (including, but not limited to, the City of East Moline standards and specifications), codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

- (1) Standard Specifications for Road and Bridge Construction
- (2) Supplemental Specifications and Recurring Special Provisions
- (3) Highway Design Manual
- (4) Highway Standards Manual
- (5) Standard Specifications for Traffic Control Items
- (6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code § 545)
- (7) Flagger’s Handbook
- (8) Work Site Protection Manual for Daylight Maintenance Operations
- (9) Standard Specifications for Water & Sewer Main Construction in Illinois

Specific requirements for boring or jacking, trenching, backfilling, pavement cuts, encasement and standards for particular types of facilities are detailed in the complete Standards for Construction of Facilities on Rights-of-Way.

Minimum Cover of Underground Facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

<u>Type of Facility</u>	<u>Minimum Cover</u>
<i>Electric Lines</i>	<i>30 Inches (0.8 m)</i>
<i>Communication, Cable or Video Service Lines</i>	<i>18 to 24 Inches (0.6 m, as determined by City)</i>
<i>Gas or Petroleum Products</i>	<i>30 Inches (0.8 m)</i>
<i>Water Line</i>	<i>Sufficient Cover to Provide Freeze Protection</i>
<i>Sanitary Sewer, Storm Sewer, or Drainage Line</i>	<i>Sufficient Cover to Provide Freeze Protection</i>

Location of Facilities. In addition to location requirements applicable to specific types of utility facilities, all utility facilities (regardless of type) shall be subject to general location requirements as required by city standards:

- (1) No utility facilities shall be placed in any location if the Director of Engineering determines that the proposed location will require the relocation or displacement of any of the City’s existing or future utility facilities or will otherwise interfere with the operation or maintenance of any of the City’s existing or future utility facilities.
- (2) The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way. Facilities shall be placed underground whenever feasible.
- (3) No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

- (4) No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.
- (5) The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets currently in use by the facility owner, regardless of location, for the particular application.
- (6) Screening shall be required for all units equal to or greater than four feet in height as measured from existing grade, with the exception of street light and traffic signal controller cabinets.

Traffic Control Plan. A written traffic control plan shall be prepared and maintained by the applicant demonstrating the protective measures and devices that will be employed consistent with the *Illinois Manual on Uniform Traffic Control Devices* to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic. The following items summarize the City's traffic control requirements required for this permit:

- (1) **Minimum Requirements.** The City's minimum requirements for traffic protection are contained in IDOT's most recently adopted Illinois Manual on Uniform Traffic Control Devices and this Code.
- (2) **Warning Signs, Protective Devices, and Flaggers.** The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.
- (3) **Interference with Traffic.** All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.
- (4) **Notice When Access is Blocked.** At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to Section 6-1119 of this Article, the utility shall provide such notice as is practicable under the circumstances.
- (5) **Compliance.** The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the City.

Emergency Contingency Plan. An emergency contingency plan shall be prepared and maintained by the applicant which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this Section unless the City finds that additional information or assurances are needed.

Performance Bond. The permittee shall provide the City a Performance Bond in an amount sufficient to provide for the reasonably estimated cost to restore the public right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the Director of Engineering, and may also include reasonable, directly related costs that the City estimates are likely to be incurred if the permittee fails to perform such restoration. This bond 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 Performance Bond shall serve as security for:

- (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 and other directives of the City issued pursuant to this Article.
- (3) The payment by 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 permittee in violation of this Article including, without limitation, any damage to public property 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.

Insurance Requirements. Permit applicant shall meet the insurance requirements of Section 6-1107 of East Moline's Standards for Construction of Facilities on Rights-of-Way. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the City, and its elected and appointed officers, officials, agents, and employees as additional insureds 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) One million dollars (\$1,000,000) for bodily injury or death to each person;
 - ii) One million dollars (\$1,000,000) for property damage resulting from any one accident; and
 - iii) One million dollars (\$1,000,000) for all other types of liability;
 - iv) Two million dollars (\$2,000,000) aggregate;
- (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 with 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.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

Indemnification. By occupying or constructing facilities in the right-of-way, a utility 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 utility 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 utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this Article by the City, its officials, officers, employees, agents or representatives.

Pre-construction meeting. No construction shall begin pursuant to a permit issued 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, unless this stipulation is waived by the Director of Engineering. The pre-construction meeting shall be held at a date, time and place designated by the City with such City representatives in attendance as the City 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 utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

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.

Location of Existing Facilities. Any utility proposing to construct facilities in the City shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities.

Applicant's Duty to Update Information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the City within thirty (30) days after the change necessitating the amendment.

Right-of-way Restoration. The utility shall remove all excess material and restore all turf, terrain and other property within ten (10) days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the City.

Additional Information. Applicant shall supply such additional information as may be reasonably required by the City for review and consideration of the permit request.

Permit Duration. No permit issued shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

Permit Suspension and Revocation. The City may revoke or suspend a permit issued pursuant to this Article for one or more of the following reasons:

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application.
- (2) Non-compliance with this Article.
- (3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare.
- (4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

Annual Registration & Fee Required. Every utility that occupies right-of-way within the City shall register on January 1 of each year with the Director of Engineering, providing the utility's name, address and regular business telephone and fax numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way, a 24-hour telephone number for each such person, and evidence of insurance as required by City Code, in the form of a certificate of insurance. Unless otherwise provided by franchise, license, or similar agreement or unless prohibited by preemptive law, permittee shall pay an annual fee of one dollar and fifty cents (\$1.50) per lineal foot of the facilities located in the public right-of-way, up to a maximum of ten thousand dollars (\$10,000) per year. Any discrepancy in lineal footage actually installed shall be reconciled by the parties upon submission of as built drawings at the conclusion of the project. Such fees shall serve as reimbursement for the City's costs in connection with reviewing, inspecting, and supervising the use and occupancy of the public right-of-way on behalf of the public and existing or future users.

By submittal of this application for Utility Accommodation Permit, the utility owner agrees to pay the annual fees as stated above and comply with all other requirements as set forth in this document.

Removal, Relocation or Modifications of Utility Facilities. Within ninety (90) days following written notice from the City, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the rights-of-way.

Other Requirements. This list of requirements is provided for use by a permit applicant as a general summary of the City's requirements for installation and accommodation of utilities in public right-of-way. The complete Standards for Construction of Facilities on Rights-of-Way provide many additional details and provisions that are not listed in this general summary. As such, the general summary stated herein shall not relieve the permittee of any and all requirements and provisions set forth by the complete Standards for Construction of Facilities on Rights-of-Way and other applicable portions of City code.