



# City of WOODSTOCK

## Department of Public Works

326 Washington Street  
Woodstock, Illinois 60098  
815/338-6118  
Fax 815/334-2263  
pwdept@woodstockil.gov  
[www.woodstockil.gov](http://www.woodstockil.gov)

### APPLICATION FOR UTILITY WORK WITHIN THE PUBLIC RIGHT-OF-WAY

**OFFICE USE ONLY**

Permit #: \_\_\_\_\_ Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Final Inspection By: \_\_\_\_\_ Date: \_\_\_\_\_

**TYPE OF UTILITY:**  Small Wireless Facilities  Telecommunication  Cable T.V  Electric  Natural Gas

Other \_\_\_\_\_  
(Description of work)

**START DATE:** \_\_\_\_\_

**COMPLETION DATE:** \_\_\_\_\_

### APPLICANT/UTILITY COMPANY (or Authorized Representative)

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_ Ext: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Cell #: \_\_\_\_\_

### CONTRACTOR:

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_ Ext: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Cell #: \_\_\_\_\_

### ENGINEER FOR PROPOSED WORK:

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_ Ext: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Cell #: \_\_\_\_\_

### DOES APPLICANT HAVE PERMISSION FROM OWNER TO USE UTILITY POLE, MONOPOLE OR ALTERNATIVE ANTENNA STRUCTURE TO MOUNT PERSONAL WIRELESS TELECOMMUNICATION FACILITY?

YES  NO  PENDING  N/A (Please submit approval documentation with permit application.)

**APPLICANT/UTILITY COMPANY CONTACT CERTIFICATION:** I declare that this application is true and correct to the best of my knowledge. I realize that the information that I have provided forms a basis for the issuance of the Utility Consent Permit and have included all work to be authorized with this permit. I agree to construct said improvements in compliance with the permitted documents. I hereby agree to conform to the General Conditions as set forth in this permit and by the City of Woodstock.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**\*\*\*NO WORK SHALL BEGIN WITHIN THE PUBLIC RIGHT-OF-WAY UNTIL A PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS AND MUST BE IN ACCORDANCE WITH THE GENERAL PERMIT CONDITIONS**

## **MIMINUM REQUIRED INFORMATION TO BE SUBMITTED WITH THE PERMIT APPLICATION**

- An aerial photo showing the limits of the proposed improvements;
- Provide a clear, legible drawing, to scale and with a legend;
- Show location of existing highways, driveways, culverts, poles, signs, fences and other structures/features that are in line with the proposed work;
- Label roadway by name;
- Indicate existing right-of-way lines;
- Size, type and description of material to be installed;
- Location, width and type of ALL existing easements where utilities will be installed;
- Location, measured by dimension of proposed utility from back of curb, existing sidewalk, property lines, structures, or existing utilities;
- Depth of proposed utility below existing grade, minimum 36" required outside of pavement crossing;
- Separation of crossings with existing utilities;
- Length of proposed directional boring work and proposed overhead work;
- Does directional boring equipment utilize bentonite slurry?  YES  NO (If yes, a copy of a frac-out contingency plan MUST be submitted with the permit application);
- Address of each affected property where work will be done;
- Square footage or lineal footage of sidewalk, asphalt, curb, gutter, concrete, grassed parkway, etc. that will be removed and replaced;
- Utilities job # or project reference #, if applicable;
- Provide any other supporting information that is appropriate to review project. Additional information may be requested based on a specific project.

## **GENERAL PERMIT CONDITIONS**

1. The CONTRACTOR or subcontractor performing the work is responsible for contacting J.U.L.I.E. for utility locates prior to starting any work.
2. In submitting this application, the applicant agrees to comply with the various policies, conditions and requirements of the City of Woodstock and shall supply, at the applicants expense, such information or submittals as may be required for review and to make such changes or revisions as may be required by the City of Woodstock.
3. Lack of an immediate response to this application or any information supplied for review and/or comment shall not be construed as approval or acceptance by the City of Woodstock, nor shall the City of Woodstock be held responsible for any costs or delays due to the processing time required.
4. The City of Woodstock will not guarantee that there is "adequate" room within the City right-of-way for utilities.
5. This application does not relieve the applicant from complying with any statutes, regulations, ordinances or administrative orders from any Federal, State or County governments or any administrative agency that may apply to the permitted work and from obtaining permission from the legal property owner of the City right-of-way where the permitted work will be located.
6. By occupying or constructing facilities in the right-of-way, a utility agrees 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 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 right-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this permit, 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 permit by the City, its officials, officers, employees, agents or representatives.

7. The applicant shall be responsible for all costs of construction, restoration, use, maintenance, repairs, revisions, adjustments and/or removal of the permitted work. This includes any costs incurred by the City of Woodstock to enforce this permit or additional costs to its street construction and maintenance operations.
8. 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 of Woodstock as additional insureds on the following policies. The additional insured shall be on a “primary and non-contributory basis”.
  - a) Commercial general liability insurance, including premises-operations, explosions, collapse and underground hazard and products-completed operations coverage with limits not less than \$5,000,000 for bodily injury or death to each person, \$5,000,000 for property damage resulting from any one accident and \$5,000,000 for all other types of liability.
  - b) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for personal injury and property damage for each accident.
  - c) Workers compensation with statutory limits. A Waiver of subrogation is required on the Workers compensation.
  - d) Employer’s liability insurance with limits of not less than \$1,000,000 per employee and per accident.
9. During construction, maintenance, repairs, revisions, adjustments or removal of the permitted work and/or restoration of the City right-of-way, the following requirements shall be observed.
  - a) No street or traffic lane shall be closed without prior notification and approval from the Department of Public Works (DPW). The Subcontractor is responsible to provide and maintain proper traffic control protection at the work site, which may include barricades, signage and fencing.
  - b) Regulatory signing shall be kept in view.
  - c) Construction equipment and materials shall be stored off the right-of-way or in a safe area at least 10’ away from the edge of pavement.
  - d) Limits of excavation shall be kept to a minimum and closed up or fenced off at the close of each working day.
  - e) Roadway pavement shall not be damaged by construction equipment and shall be kept clean of debris.
  - f) Drainage shall be maintained.
  - g) Notify the DPW about any drainage tiles found during excavation. Reconnect and/or repair drainage tiles.
  - h) Do not interfere with the snow and ice removal operations of the City.
  - i) Workers private vehicles and excess construction vehicles shall not be parked within the City right-of-way.
  - j) The contractor(s) shall furnish construction signage, barricades, and other traffic control devices or personnel in accordance with IDOT traffic control standards.
  - k) Keep a copy of the approved permit at the job site.
  - l) Permittee must complete all final restoration work immediately AFTER all construction work has been completed to a level that is equal to or better than the condition prior to construction. **The DPW MUST be notified** (815-338-6118) when all final restoration work is complete. Restoration may include the following:
    - All disturbed grassed areas must be restored with a minimum of 4” of topsoil, seed and blanket.
    - All pavement and/or sidewalk/concrete surfaces must be saw-cut prior to excavation and removal and prior to any restoration.

- Asphalt, concrete and stone base material replacement thickness shall match existing, at a minimum.
  - Concrete sidewalk replacement thickness will be a minimum of 4" minimum (6" thru all driveways).
  - Only CA-6 stone or flowable fill (if previously approved by the **DPW**) shall be used as the base material under streets. All CA-6 stone must be compacted in minimum 6" lifts when placed under streets, curbs, walks or driveways and must be inspected **PRIOR** to placement of any bituminous surface course or concrete by the **DPW**.
10. The applicant shall be responsible for maintenance of the completed work. Such maintenance shall include keeping it in a safe condition, making repairs as needed and eliminating hazardous conditions. No changes, additions, connections or revisions are allowed without prior approval of the City of Woodstock.
  11. The City reserves the right to stop any and all work if it deems it is proceeding in an unsafe manner or poses a danger to the public or the roadway system.
  12. This permit is valid for a period of 6 months from the date of issuance at which time the permitted work shall be completed unless additional time is granted by the City of Woodstock. Failure to start the permitted work within the 6 month period shall void the permit, requiring the applicant to re-apply.
  13. Please submit two (2) copies of the drawings, plans, and specifications showing the proposed work. A licensed professional engineer shall certify that the drawings, plans, and specifications comply with applicable codes, rules and regulations.
  14. In the case of the installation of a new electric utility, small Wireless Facility, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence must be submitted by the applicant that a "certificate of public convenience and necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority.
  15. The permittee is required to submit a security fund to the City in the form of a cash escrow, a surety bond or an unconditional letter of credit in a form acceptable to the City that provides the following:
    - a) It will not be canceled without prior notice to the City and the permittee.
    - b) It will not require the consent of the permittee prior to collection by the City of any amounts covered by it.
    - c) It shall provide a convenient location to the City, within the State of Illinois, at which it can be drawn upon.
    - d) The security shall be in an amount estimated to restore the right-of-way to at least as good a condition as existed prior to the construction under the permit, as determined by the City.
  16. The engineer shall provide an estimate of cost to restore the right-of-way to at least as good a condition as existed prior to the construction. The security fund amount shall be equal to 110% of the engineers estimate as approved by the City of Woodstock. The security fund, or such portion thereof as remains on deposit, shall be returned within a reasonable time after all costs have been paid to the City for costs incurred as a result of the failure of the permittee to comply with any provisions of this article.
  17. The Permittee or the Subcontractor **MUST** personally notify all property owners who will be impacted by the proposed work **PRIOR** to beginning any work. The Permittee or the Subcontractor will clearly explain the anticipated construction schedule and how the resident's property will be impacted. Failure to notify each affected resident **PRIOR** to beginning the work will void the permit.