

**BOARD OF PUBLIC WORKS & SAFETY  
MICHIGAN CITY, INDIANA**

**POLICY FOR THIRD PERSONS SEEKING PERMISSION TO HORIZONTALLY  
DIRECTIONALLY DRILL UNDER ANY CITY STREET, RIGHT-OF-WAY, OR CITY-  
OWNED PROPERTY**

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Purpose: To define the policy for anyone, including a City department, seeking permission to horizontally directionally drill under any City street, right-of-way, alley, sidewalk, easement, or other City-owned property in Michigan City, Indiana.

Scope: This statement applies to all individuals, business, and/or corporations seeking to horizontally drill under any City street, right-of-way, alley, sidewalk, easement, or other City-owned property in Michigan City, Indiana.

Changes or revisions to this Policy are not valid without the express, written approval thereof by the Michigan City Board of Public Works and Safety.

Effective Date: This policy is effective November 9, 2018. This policy amended as of the 17<sup>TH</sup> day of June, 2019.

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**1.0 Policy Statement**

Pursuant to I.C. 36-9-6, the control, supervision, and maintenance of public streets and right of ways within the City of Michigan City, Indiana (hereinafter referred to as “City”) and all City property is vested in the Michigan City Board of Public Works and Safety (hereinafter referred to as “Board”) unless vested by law or Ordinance with another City Department. The Board has adopted the following policies and procedures for all individuals, businesses, and/or corporations seeking to horizontally drill under any City street, right-of-way, alley, sidewalk, easement, or other City-owned property in Michigan City, Indiana.

**2.0 Intent and Purpose**

The intent and purpose of this Policy is to enable the City, and its various departments, to safely and efficiently assess and implement a request to horizontally directionally drill under any City street, right-of-way, sidewalk, alley, easement, or other City-owned property (hereinafter referred to as “Applicant”).

This Policy is applicable to all City Departments and any of their contractors or subcontractors. While a Permit must be obtained for a City horizontal directional drilling project, no fees shall be required for such Permit and inspections from a City Department, but a City contractor or subcontractor shall provide the required proof of insurance coverage (Certificate of Insurance).

### **3.0 Submission of Request to City Clerk**

Applicant shall submit all plans for the proposed horizontal direction drill, including, but not limited to, the *Horizontal Directional Drilling Permit Application, Permit and Applicant Agreement (which include Exhibit A (specific drilling plans) and Exhibit B (General Notes), and Certificate of Insurance* to the Michigan City Clerk's Office. Upon receipt of all of same, the Clerk's Office shall do the following:

- A.) Forward the information onto each City Department, including City Engineer, Water Department, Sanitary District, and Port Authority, (hereinafter collectively referred to as "Department") for their respective review and input. Each City Department shall provide a timely response to the Clerk regarding their respective review and input.
- B.) Each Department shall provide a timely written response to the Clerk regarding their respective analysis and whether they support or do not support request made by Requester.
- C.) Clerk to provide said responses to the Board and to the City Engineer.
- D.) Place request on the Board's Agenda for the next public meeting, unless a different public meeting date is requested by Applicant.

Applicants must submit information to Clerk no later than thirty (30) days prior to the date that the proposed horizontal directional drilling will take place. Board reserves right to waive time deadline as exigent circumstances may warrant.

### **4.0 Review of Request Board of Public Works & Safety**

The Board will not consider horizontal directional drilling requests that have not been reviewed and analyzed by each City Department. The Board shall have full discretion in determining whether or not it is in the City's best interest to grant or deny said request.

The Board prefers submission of Applicant's Certificate of Insurance, as outlined below, with all the other documents outlined in Section 3.0 of this Policy. However, the Board may approve a Permit subject to the production of the Certificate of Insurance to the Clerk at least fourteen (14) days prior to the date of commencement of the proposed horizontal directional drilling project.

### **5.0 Granting of Request for Horizontal Directional Drilling**

If the Board grants Applicant's request for a horizontal directional drilling Permit, the following shall apply:

#### **(A) Issuance of Permit by City Engineer**

The City Engineer may issue the permit for horizontal directional drilling only if the Applicant has provided the Certificate of Insurance with the minimum insurance requirements and paid all fees and posted any required security associated with the issuance of the Permit, the amounts of which are to be determined by the City Engineer or his designee.

**(B) Waiver; Indemnification and Hold Harmless**

Applicant hereby waives, releases and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City, its officials, officers, agents, and employees (hereinafter collectively referred to as “City”), which shall include the Department of Water Works of Michigan City and the Michigan City Sanitary District, from any and all claims or demands therefor on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from the Applicant’s horizontal directional drilling, which arise or may arise in the future. The Applicant expressly agrees to indemnify and hold the City, the Department of Water Works of Michigan City and the Michigan City Sanitary District, harmless from any and all claims or demands therefore on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind by the Applicant, or by any other person or entity acting on his behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, on account of, growing out of, or which may result from the horizontal directional drilling, which arise or may arise in the future. It is expressly intended that such indemnification and hold harmless obligation shall extend to and include attorney fees and costs incurred by the participation by the City, the Department of Water Works of Michigan City, and/or the Michigan City Sanitary District in defending any claim, cause of action, wrongful death cause of action, or demands related to actions taken by the Applicant, its employees, contractors, or agents.

**(B) Minimum Insurance Requirements**

Prior to the issuance of a permit, a Contractor shall provide commitments for Commercial General Liability Insurance on an occurrence form, Workers’ Compensation Insurance, Employer’s Liability Insurance, Comprehensive Automobile Liability Insurance, Umbrella Liability and other such insurance as the City of Michigan City, the Department of Water Works of Michigan City, and/or the Michigan City Sanitary District may require. The insurance must be underwritten with companies having an A.M. Best Rating of A-VII or greater and be registered to do business in the State of Indiana. Contractor’s insurance shall provide the following coverages and minimum limits unless applicable law requires additional coverage.

<b><u>Commercial General Liability (Occurrence Form)</u></b>	
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Independent Contractor's Liability; Broad Form Contractual Liability; and Explosion, Collapse & Underground Coverage (XCU) shall be included
- The City of Michigan City and the Department of Water Works of Michigan City and the Michigan City Sanitary District must be listed as Additional Insured for Ongoing Operations and Products/Completed Operations (CG2010 10/01 & CG2037 10/01 or equivalent)
- Primary and Non-Contributory Basis
- Waiver of Subrogation in favor of the City of Michigan City, Michigan City Water Department, and the Michigan City Sanitary District
- 30-day notice of cancellation

**Workers' Compensation and Employer's Liability**

Workers' Compensation	Indiana Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

- Waiver of Subrogation in favor of the City of Michigan City, Michigan City Water Department, and Michigan City Sanitary District
- 30-day notice of cancellation

**Comprehensive Automobile Liability**

Combined Single Limit	\$1,000,000 each accident
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- The City of Michigan City, the Department of Water Works of Michigan City, and the Michigan City Sanitary District must be listed as Additional Insureds
- Waiver of Subrogation in favor of the City of Michigan City, Michigan City Water Department, and Michigan City Sanitary District
- 30-day notice of cancellation

**Umbrella Liability**

Aggregate	\$4,000,000
Each Occurrence	\$4,000,000

- Umbrella "Follow Form" to primary policies of employer's liability, commercial general liability, and commercial auto liability

**Pollution Liability**

Aggregate	\$1,000,000
Each Claim	\$1,000,000

- The City of Michigan City, Michigan City Sanitary District, and the Department of Water Works of Michigan City must be listed as Additional Insureds
- Waiver of Subrogation in favor of the City of Michigan City, Michigan City Sanitary District and the Department of Water Works of Michigan City
- Deductibles or Self-Insured Retention must be disclosed and may not exceed \$10,000

Prior to commencing the work, the contractor shall provide the City of Michigan City (and the Michigan City Sanitary District and/or Michigan City Water Department) with a Certificate of Insurance evidencing ownership of each policy of contractor's insurance and endorsements and, as requested by City of Michigan City, the Michigan City Sanitary District and/or the Michigan City Water Department, certified copies of the policies. The certificate and endorsements shall demonstrate that the insurance coverage shall not be cancelled, reduced, or the interests of the insured or additional insureds be materially altered without thirty (30) days written notice to the City of Michigan City, the Department of Water Works of Michigan City, and the Michigan City Sanitary District by registered or certified mail. The City of Michigan City, the Department of Water Works of Michigan City, and the Michigan City Sanitary District shall not be deemed to have waived any term or condition of insurance by either (1) the failure of the Contractor to provide insurance as herein required; (2) the City of Michigan City's and/or Michigan City Sanitary District or Michigan City Water Department's failure to require evidence of insurance; (3) the City of Michigan City's failure to notify the contractor of any breach by contractor of the requirements of insurance; or (4) by the City of Michigan City issuing a permit to the contractor.

Completed Operations coverage (Including Pollution Liability) must be maintained for two (2) years after the completion of work, and contractor shall file annually with City of Michigan City, and the Michigan City Sanitary District and/or Michigan City Water Department if the same is requested, certificates of insurance evidencing coverage and additional insured status as required above.

In the event contractor assigns or subcontracts a portion of the work, the assignee or subcontractor shall obtain and provide to the City of Michigan City, and the Michigan City Sanitary District and/or Michigan City Water Department if the same is requested, an insurance certificate of the assignee or subcontractor that shall conform to the insurance requirements stated above for the contractor.

Additional Insureds shall be listed as follows:

City of Michigan City  
 100 E. Michigan Blvd.  
 Michigan City, IN 46360

Michigan City Sanitary District  
1100 E. 8<sup>th</sup> Street  
Michigan City, Indiana 46360

Michigan City Water Department  
532 Franklin Street  
Michigan City, Indiana 46360

**(C) Assignment**

The Permit for horizontal directional drilling granted to Applicant is specific to said Applicant. Applicant shall not transfer, sublet, or assign any rights or responsibilities under, or interests in or to said Permit without the prior written consent of the Board. Any assignment in violation of this subsection shall be null and void, and said Permit may be deemed to be revoked by the Board.

**(D) Non-Discrimination**

Neither Applicant nor its contractor or subcontractor shall discriminate on the basis of race, age, color, sex, sexual orientation, national or ethnic origin, gender identity or preference, or disability.

**(E) Termination/Revocation of Permission**

The Board reserves the right to revoke the Permit for the horizontal directional drilling at any time for any reason, including, but not limited to, an emergency, public safety and health concern, performance of public works projects, budgetary/financial constraints imposed on City, violation of any law or term or condition of the Permit, and/or unforeseen circumstances.

In the event of an unforeseen emergency and/or public safety and health concern, which would jeopardize persons or property, and the timing of such emergency event prevents the Board from being able to call a meeting, a Chief or Assistant Chief from either the Michigan City Police Department or the Michigan City Fire Department or the City Engineer may order the halt to the horizontal directional drilling and shall immediately communicate the same to the Applicant and the Board.

The City shall not be responsible for any damages or liabilities sustained by Applicant as a result of the termination or revocation of the Permit for horizontal directional drilling as provided for under this Policy.

**PLEASE PROVIDE COPY OF THIS ENTIRE DOCUMENT (ALL 7 PAGES) TO YOUR INSURANCE AGENT OR BROKER.**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
xx/xx/xxxx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Agency Contact	
Insurance Agency Name		<b>PHONE (A/C, No, Ext):</b> Phone	<b>FAX (A/C, No):</b> Fax
Insurance Agency Address1		<b>E-MAIL ADDRESS:</b> Email	
Insurance Agency Address2			
Insurance Agency City ST ZIP			
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
Named Insured		INSURER A : General Liability Insurance Carrier NAIC#	
Mailing Address 1		INSURER B : Automobile Liability Insurance Carrier NAIC#	
Mailing Address 2		INSURER C : Worker's Compensation Insurance Carrier NAIC#	
Mailing City ST ZIP		INSURER D : Umbrella Liability Insurance Carrier NAIC#	
		INSURER E : Pollution Liability Insurance Carrier NAIC#	
		INSURER F :	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			Policy #	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> XCU Coverage Included	X	X				PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			Policy #	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	X				X	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			Policy #	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 4,000,000	
		<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$ 10,000						
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			Policy #	xx/xx/xxxx	xx/xx/xxxx	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
E	Pollution Liability (Retention \$10,000)	X	X	Policy #	xx/xx/xxxx	xx/xx/xxxx	Each Occurrence \$1,000,000	
							Aggregate \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Michigan City, Michigan City Sanitary District, and Michigan City Department of Water Works are additional insureds on a primary and non-contributory basis on the General Liability (forms CG2010 10/01 and CG2037 10/01 or equivalent) and Automobile Liability. Waiver of Subrogation applies in favor of the City of Michigan City, Michigan City Sanitary District, and Michigan City Department of Water Works on the General Liability, Automobile Liability, Worker's Compensation, and Pollution Liability. Umbrella Liability is "Follow Form" to primary policies of employers' liability, commercial general liability, and automobile liability. City of Michigan City, Michigan City Sanitary District, and Michigan City Department of Water Works are additional insureds on the Pollution Liability.  
 30 day prior written notice to the certificate holder for cancellation. (except 10 day notice for non-payment).

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Michigan City 100 E. Michigan Blvd. Michigan City IN 46360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	AUTHORIZED SIGNATURE