

WASHBURN COUNTY HIGHWAY DEPT

APPLICATION/PERMIT to CONSTRUCT, OPERATE, and MAINTAIN UTILITIES WITHIN HIGHWAY RIGHT-OF-WAY

Applicant/Company:
Address:
Office Phone:
Cell Phone :
Plans Prepared By:
Company:
Email:
Phone:

LOCATION INFORMATION
Highway(s):
Town/Village/City of:
1/4 of the 1/4 Sec T N R E
ADDITIONAL INFORMATION
Annual Service Connection Permit? Yes No
Utility Work Order #
Fee Required? Yes No Amount \$

DESCRIPTION OF PROPOSED WORK (Check and fill out all that apply)

UTILITY TYPE: Electric Gas/petroleum Communications Water Sanitary sewer Private line
Transmission Distribution Service Facility Size/Capacity: (diameter, # fibers, psi, Kv, etc.)

ORIENTATION: Overhead Underground Parallel to Hwy centerline Hwy crossing Bridge attachment Tunnel

WORK TYPE: New construction Improve/repair existing Maintenance Removal Abandon in place

CONSTRUCTION METHOD(S): Plow Trench Bore Suspend on poles/towers Open cut Hwy Cased
Tree cutting/removal Chemical treatment of trees/brush Erosion Control Designation: Major Minor

Provide additional narrative if needed:

NAME AND PHONE NUMBER OF UTILITY REPRESENTATIVE RESPONSIBLE FOR CONSTRUCTION:

Estimated Starting Date: Estimated Completion/Restoration Date:

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of the Utility Accommodation Policy of the above-named county in effect at the time of this application, and with any special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof.

By: (Signature of Applicant/Company Authorized Representative) (Title) (Date)

(Typed/Printed Name of Person Signing Above or Electronic Signature Code) (Authorized Applicant/Company Representative Telephone Number)

DO NOT WRITE BELOW THIS LINE

PERMIT APPROVAL BY PERMITTING AUTHORITY

The foregoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated in the WCHA Utility Accommodation Policy of the above-named county including the Indemnification as included in 96.03 of the WCHA Utility Accommodation Policy in effect on the date of this application.

Supplemental Provisions Attached: Yes No

By: (Authorized Representative for County)

(Title) (Date)

Date Revised: 1/18/2022

PERMIT NUMBER:

FEE RECEIVED: \$
CHECK NUMBER:
DATE ISSUED:
HWY PROJECT #:

## PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE:

Pursuant to Wisconsin Statutes, WisDOT Highway Maintenance Manual, and other County Regulations, this permit is granted to allow performance of the specific work described or referenced herein. The following standard provisions and any included special provisions shall govern:

1. Comply with the conditions and requirements of the WCHA Utility Accommodation Policy (UAP); most current version.
2. Permitted facilities shall, if necessary, be altered at the expense of the Applicant/Owner to permit alteration, improvement, or maintenance of the highway as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant/Owner; unless a contract for such costs has been executed by County.
3. Permitted Utility location shall be installed at the furthest horizontal location from the centerline, shall maintain a consistent centerline offset, shall meet the minimal offset and cover requirements of the UAP, and shall not deviate in position from the approved Permit submittal documents without written COUNTY consent and approval.
4. No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless County has granted permission for a detour. Wherever the pavement is opened, spoil shall be hauled away and the trench shall be backfilled with sand, gravel, or structural fill (compacted in layers).
5. Pavement removed shall be replaced in accordance with County specifications.
6. Applicant shall provide ALL NECESSARY SIGNS, FLAGMEN, AND LIGHTS required per conformance with the "Manual on Uniform Traffic Control Devices". When a detour is allowed, local newspapers shall be notified, by the Applicant, in advance of the work being started. All flaggers shall be certified.
7. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of County representative. Access to all private drives and public street intersections shall be maintained, and all areas completely restored.
8. Trenching, tunneling, or excavating shall be performed in accordance with requirements of OSHA, Wisconsin Department of Commerce, this policy, and any applicable local regulations.
9. Copy of the permit approval, along with any plans and special provisions, shall be available on the job site.
10. Upon completion of the work, Applicant/Owner shall file a written notice of completion with the County.
11. Other jurisdictions that may have permit authority are to be contacted; for example, WDNR, Township, County Land & Water Conservation.
12. Issuance of a Permit does not exempt Applicant/Owner from any other Federal, State, County, or Local Agency Permits or approval processes.

## INDEMNIFICATION

1. APPLICANT shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury, and loss of life), damages, costs, or expenses which COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur or be required to pay by reason of APPLICANT engaging in the activities authorized by the Permit or which arise out of or are connected with, or are claimed to arise out of or be connected with any of the work done by the APPLICANT, or the construction or maintenance of facilities by APPLICANT, pursuant to the Permit, on, under, or over highway right-of-way, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, costs, or expenses caused or resulting from the acts or omissions of County, its agents, boards, commissions, officers, employees, or representatives. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands, and actions indemnified against shall include all liability, damage, loss, expense, claims, demands, and actions for damage to any property, lines, or facilities placed by or on behalf of the APPLICANT pursuant to the permit, for any loss of data, information, or material; for trademark, copyright, or patent infringement; for unfair competition or infringement of any other so-called "intangible" property right; for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatever. APPLICANT shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions. The obligation of APPLICANT under this paragraph shall survive the expiration or termination of the Permit.
2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees, and representatives under the indemnity provisions of paragraph 1, above, APPLICANT will at all times during the term of the Permit keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000 Combined Single Limit (CSL). Covered afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or non-renewal. Upon issuance of the Permit, APPLICANT shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If APPLICANT insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of issuance of the Permit, and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive date. APPLICANT shall maintain coverage for the duration of the Permit and two years thereafter. APPLICANT shall furnish COUNTY, annually on the Policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that APPLICANT shall furnish COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either APPLICANT or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the APPLICANT. In the event any action, suit, or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to APPLICANT and shall cooperate with APPLICANT attorneys in the defense of the action, suit, or other proceeding. APPLICANT shall furnish evidence of adequate Worker's Compensation Insurance.
3. In case of any sublet work under the Permit, APPLICANT shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of APPLICANT.

The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in paragraphs 1-3, above, such waiver to be in writing only.