

Instructions for Application for Permit to Work in County Trunk Highway Right-of-Way

Please read carefully the instructions provided below. The permit may be scanned and emailed, faxed or printed and sent/delivered. All permits will require the following information:

- Signed Permit Application
- Certificate of Insurance naming Dane County as additional insured
 - See INDEMN. 1.02 on page 2 of the application for complete details.
- 3 Copies of project location map (faxed/emailed permits 1 copy only)
- 3 Copies of the project plan (faxed/emailed permits 1 copy only)

Applicant Information: This section is used to provide information related to the owner of the proposed facility. Correspondence related to the permit will be sent to the address listed in this section and will reference the Contact Name.

Contractor Information: The permit may be approved without this information but prior to the start of work the contractor information shall be submitted. This can be done by adding the information to the approved permit and sending a copy to Dane County. The fax and email information is listed at the bottom of the page.

Proposed Work: This section describes the location of the project, project details and fee calculations. The customer reference field is for the Applicant to include their project tracking number.

Calculation of Permit Fees:

1. *Permit to work in highway right-of-way:* This fee shall apply in all cases, with the exception of an application where item "F" is the only type of work planned. In this case the \$1,100 fee alone applies.
2. *Borings:* This fee only applies when boring under the roadway. No fee is applied if the boring is parallel to the CTH.
3. *Open Cut Pavement:* This fee applies any time roadway pavement is impacted and does not apply to sidewalk or curb removals. If the opening is not large enough for a roller compactor to be used a Type II patch will be required in asphalt pavements. The patch detail drawing is available online with the permit form.
4. *Construction of Vault or Other Structure:* This fee applies to all vaults or other structures placed in the right-of-way. It does not include utility pedestals that are not installed on a concrete base.
5. *Construction Improvements at Intersection with a Highway:* This fee applies to work to either improve or construct a new intersection.

If you have additional questions or need more information please contact Kevin Eslick.

Phone: 608.283.1486
Fax: 608.266.4269
Email: eslick.kevin@countyofdane.com



APPLICATION FOR PERMIT TO WORK IN COUNTY TRUNK HIGHWAY RIGHT-OF-WAY

This permit is required and shall be issued in accordance with the provisions of Section 83.027 of the Wisconsin Statutes and Chapter 79 of the Dane County Code of Ordinances.

APPLICANT INFORMATION

Form with fields for Company, Contact Name, E-Mail Address, Address, City, State, Zip Code, Office Phone, Alternate Phone, Fax Number, Permit Mailing Address, etc.

CONTRACTOR INFORMATION (see instructions)

Form with fields for Company Name, Contact Name, E-Mail Address, Office Phone, After Hours Phone (Required), Fax Number

PROPOSED WORK

Form with fields for County Trunk Highway location, Plans Prepared By, Copy Enclosed?, Customer Reference No., Estimated Start/Ending Dates, Area to be restored, Will pavement/sidewalk/curb be disturbed?

Describe Type of Utility Installation

CALCULATION OF PERMIT FEES: QTY AMOUNT

Table with 3 columns: Item description, QTY, AMOUNT. Rows include Permit to work in highway right-of-way, Borings, Open cut pavement, etc.

*This fee applies in all cases, with the exception of an application where item f above is the only type of work planned. In this case, the \$1,100 fee alone applies.

TOTAL FEES

Bill our company's account for the amount of "Total Fees" indicated above. (Accounts must be pre-approved by Highway Department)

Check or money order payable to the Dane County Highway Department in the amount of "Total Fees" indicated above is enclosed.

PERMIT CONDITIONS & SIGNATURE

Applicant acknowledges that (s)he has read and understand the requirements for obtaining a permit to work in County Trunk Highway right-of-way. By signing this application, applicant agrees that Dane County may establish additional provisions prior to application approval.

Applicant further understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, any special provisions, and any and all plans, details or notes attached hereto and made a part hereof.

By _____ Signature of Applicant / Representative or Project Manager

_____ Date

_____ Print Name and Title

_____ Phone

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

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

1. The permitted facilities shall, if necessary, be altered at the expense of the Applicant 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 unless a contract for such costs has been executed.
2. No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless Dane County has granted permission for a detour. Wherever the pavement is opened the spoil shall be hauled away and the trench shall be backfilled with sand or gravel and compacted in layers. The pavement removed for a road crossing shall be replaced as per Dane County specifications.
3. The Applicant shall provide ALL NECESSARY SIGNS, FLAGMEN, AND LIGHTS required according to 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.
4. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of Dane County or its representative. Access to all private drives and public street intersections shall be maintained, and all disturbed areas completely restored.
5. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Commerce, and any applicable local regulations.
6. A copy of this approval, along with any plans and special provisions, shall be available on the job site.
7. Upon completion of the work the Applicant shall file a written notice with Dane County.
8. Appeals to any special provisions or conditions of this permit must be received by the Highway Department in writing prior to the start of work.
9. **You are required to contact the Township and other governmental agencies, including the Dane County Land and Water Resources Department, who have authority to permit land disturbances on and off of highway right-of-way.**
10. **This permit does not exempt the Applicant from any State, County or Local Agency permits or approval processes.**

INDEMNIFICATION

INDEMN. 1.01 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 the 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, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, 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.

INDEMN. 1.02 In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of paragraph INDEMN. 1.01 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 \$1,000,000.00 CSL (Combined Single Limits). Covered afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. 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's 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 the 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 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's attorneys in the defense of the action, suit or other proceeding. APPLICANT shall furnish evidence of adequate Worker's Compensation Insurance.

INDEMN. 1.03 In case of any sublet of 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.

INDEMN. 1.04 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 INDEMN. 1.01, INDEMN. 1.02 and INDEMN. 1.03 above, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under the Permit.