

**WALWORTH COUNTY PUBLIC WORKS – FORM 2-602**

**Application/Permit to Construct, Operate and Maintain Utilities within Highway Right-of-Way**

Applicant/Company: \_\_\_\_\_  
Address: (Street) \_\_\_\_\_  
(City, State, Zip) \_\_\_\_\_  
Office Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Plans Prepared By: \_\_\_\_\_  
Preparer's Phone #: \_\_\_\_\_

<b>LOCATION INFORMATION</b>	
Highway(s):	_____
Town/Village/City of:	_____
___ 1/4 of the ___ 1/4 Sec ___ T ___ N R ___ E	
<b>PLAN/MAP REQUIRED</b>	
<b>ADDITIONAL INFORMATION</b>	
Annual Service Connection Permit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Utility Work Order #:	_____
Fee Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Amount: \$ _____

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

**UTILITY TYPE:**  Electric  Gas/Petroleum  Communications  Service  
 Facility Size/Capacity: \_\_\_\_\_  
(Diameter, # Fibers, PSI, KV, Etc.)

**ORIENTATION:**  Overhead  Underground  Parallel to Hwy Centerline  Hwy Crossing  New Construction

**WORK TYPE:**  Improve/Repair Existing  Maintenance  Removal  Abandon in Place

**CONSTRUCTION METHOD(S):**  Plow  Trench  Bore  Suspend on Poles/Towers  Open Cut Hwy  Cased

Provide additional narrative if needed: \_\_\_\_\_

**Plan/Map Attached**  Yes  No

**UTILITY REPRESENTATIVE RESPONSIBLE FOR CONSTRUCTION:**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

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 Phone 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 Utility Accommodation Policy of the above-named county including the Indemnification as included in 96.03 of the Wisconsin County Highway Association Utility Accommodation Policy in effect on the date of this application.

Supplemental Provisions Attached:  Yes  No

By: \_\_\_\_\_  
(Authorized Representative for Walworth County) – (Date)

\_\_\_\_\_  
(Title)

<b>FEE RECEIVED:</b>	\$ _____
<b>CHECK NUMBER:</b>	_____
<b>DATE ISSUED:</b>	_____
<b>PERMIT NUMBER:</b>	_____

## **Permit Provisions and Conditions of Issuance**

Pursuant to Wisconsin Statutes 66.0831, 84.07(4), 86.16, 182.017, 182.0175 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 Applicant agrees to indemnify and hold harmless the Permitting Authority, its employees and its agents from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the Applicant shall bind such Applicant to abide by this permit and all its conditions and provisions.

(2) 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.

(3) No open cutting for crossing will be allowed where pavement is too narrow to maintain one-way traffic at all times, unless the Permitting Authority has granted permission for a detour. Wherever the pavement is opened, the trench shall be backfilled with concrete slurry to within 4" of roadway surface and the final 4" installed in 2" compacted lifts using Hot Mix Asphalt (HMA) Surface. 2" compacted gravel lifts is an acceptable surface layer as long as it is *maintained daily* until the HMA Surface can be installed. The pavement removed for a road crossing shall be replaced as per the Permitting Authority specifications.

(4) When one-way traffic or a detour is used, 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.

(5) All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or its representative. Access to all private drives and public street intersections shall be maintained and all disturbed areas completely restored.

(6) Any trenching, tunneling, or excavating, shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, Labor and Human Relations, and any applicable local regulations.

(7) A copy of this approval, along with any plans and special provisions, shall be available on the job site.

(8) Upon completion of the work the applicant shall file a written notice with the Permitting Authority.

(9) All utilities shall be located within three feet of the right-of-way unless specific exceptions are granted by the Permitting Authority.

(10) The applicant shall obtain all required State, County, and Municipal erosion control permits. The applicant shall ensure that proper erosion control measures are implemented in all phases of construction. The "Wisconsin Construction Site Best Management Practice Handbook" shall be used as a guide to

erosion control.

(11) All utility pedestals, cabinets, transformers, and other above ground (i.e. not flush with ground) structures located within the highway right of way shall be adequately marked. Markers shall be installed and maintained by the utility owner. Walworth County will not be liable for damage done to above ground utility structures that are not adequately marked.

(12) If restoration will not be completed by estimated restoration date an extension will need to be requested. If an extension is not requested by the restoration date the Walworth County Highway Department may restore and all costs will be charged to applicant.

(13) Flaggers required if working in travel lane.

(14) The Terms and Conditions of this permit shall also apply to the succession or assignees of the permitted work.

(15) Walworth County 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 roadway system.

## Indemnification

The following shall be a condition of all utility permits:

The Applicant shall save and hold the county, its officers, employees, agents, and all private and governmental contractors and subcontractors with the county under Chapter 84, Stats., harmless from and against all liability, damage, loss, expense, claims, demands and actions of any nature whatsoever (including any by Applicant itself) 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. The Applicant shall at its own expense investigate all such claims and demands, attend 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.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the county's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the county is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership of control.

Notwithstanding the foregoing, a private contractor or subcontractor with the county under Chapter 84, Stats., that fails to comply with sec. 182.0175, Wis. Stats., remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the county for location of property, lines or facilities on highway right of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

No indemnification of private contractors or subcontractors with the county under Chapter 84, of the Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the county for the location of property, lines or facilities on highway right-of way.