

APPLICATION / PERMIT

TO CONSTRUCT, OPERATE and MAINTAIN UTILITY FACILITIES ON HIGHWAY RIGHT-OF-WAY

s.66.0831, 84.08, 85.15, 86.07(2), 86.16, 182.017 and such other applicable Wis. Stats.

1. Applicant (Utility facility owner) Name and Address
2. Work Start Date
3. Work Finish Date*
4. Is the work due to a WisDOT highway project?
5. Applicant Work Order (If any)
6. Location Description (1/4 section, section, town, range; provide plat map or sketch maps)
7. Work Location (Check-List all that apply)
8. Highway (Check-List all that apply)
9. Facility Type (Check all that apply): and Description (Size, material, diameter, kV/voltage, pressure, # fibers, etc.)
10. Facility Orientation (Check all that apply)
11. Work Types (Check all that apply)
12. Proposed Work Methods (Check all that apply)
13. Work Zone Description (Check all that apply)
14. Is the facility near a survey monument? (HMM 09-15-35)
15. Will any appurtenances be installed with the facility?
16. Trans 401 project designation?
17. Are any environmental permits/approvals, certifications or approvals/permits required from other regulatory agencies?

* NOTE: Includes permanent restoration. If the permitted work has not started by the "Work Finish Date", this permit is null and void. If the permitted work described has started, but has not been completed by the "Work Finish Date" specified, this permit is null and void, and the work shall not be completed unless authorized through an approved written time extension or a subsequent permit. ANY PERMIT ISSUED IS REVOCABLE.

18. Utility Person Responsible for Construction
19. Utility or Project 24/7 Emergency Contact
20. Is the utility a member of Diggers Hotline?
21. Provide additional project work details, if needed (Continue on back or include separate page)
22. If not employed by applicant, authorized representative's company name and address



This permit does not transfer any land; nor give, grant or convey any land right, right in land, nor easement in WisDOT right-of-way. It is not assignable or transferrable. If ownership in a utility facility changes, WisDOT may void and supersede a permit and reissue it to the new owner upon request and with sufficient proof of ownership.

For Wisconsin DOT Use Only

REVIEW ALL SUPPLEMENTAL PERMIT PROVISIONS

Date Application Received

<input type="checkbox"/> THE UTILITY SHALL NOTIFY WisDOT 3 DAYS BEFORE STARTING WORK AT: Region contact, title, office address, telephone number, and e-mail address <u>WisDOT,</u> _____ _____ _____ _____	<input type="checkbox"/> REVISIONS MADE to DRAWINGS or OTHER PAGES <input type="checkbox"/> Lane Closure System notification required: HMM 09-15-60 <input type="checkbox"/> Insurance or performance bond required <input type="checkbox"/> Joint installation: See permit(s) # _____ <input type="checkbox"/> Private utility (Non-public ownership and/or use) <input type="checkbox"/> Expedited Service Connection Permit <input type="checkbox"/> This permit voids & supersedes # _____ issued: _____ <input type="checkbox"/>	Date Application Completed
		Permit Issuance Date
		Permit Extension Date
		Date Application Denied Permit Amendment Date
		Permit Number

WisDOT Improvement Project ID Numbers (if applicable)

(WisDOT Authorized Representative Signature – If filled via computer, Brush Script font)

Use this section to provide information that does not fit on front page

INDEMNIFICATION

This Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from 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, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. 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 this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way

in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The 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.

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 State'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 State 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 on behalf of the Applicant that remains on the State's property or right-of-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 or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (~~200713-200814~~), 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 State 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.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (~~200713-200814~~), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, 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 State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 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 State for the location of property, lines or facilities on highway right-of-way.