

VILLAGE OF MARSHALL PUBLIC WORKS DEPARTMENT

PERMIT TO WORK IN VILLAGE STREET RIGHT-OF-WAY

This application and permit is required and shall be issued in accordance with the provision of 83.027 of the Wisconsin Statutes and Title 6-1-2, 6-2-3 and 6-2-4 of the Village of Marshall Municipal Code of Ordinances.

APPLICANT is to complete all of the following requested information (please print or type):

Name of Company

Name of Representative or Project Manager

Physical Address include Mailing Address (if Different)

City

State

Zip Code

Office Phone

After hours phone (required)

Fax

Email

Address of Proposed Work: _____

Type of Work: _____

Plans Prepared by: _____ **Copy Attached** **Yes** **No**

Estimated Starting Date: _____

Estimated Completion Date: _____

Area to be restored _____ **Days After Start of Construction.**

Will Pavement, Sidewalk or Curb be Disturbed? **Yes** **No**

If Yes – What? _____

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CALCULATION OF PERMIT FEES:

A. Permit to work in street right-of-way	**see below	= \$ <u>25.00</u>
B. Borings	_____ @ \$50.00 per boring	= \$ _____
C. Open cut pavement	_____ @ \$100.00 per open cut	= \$ _____
D. Trenching	_____ @ \$50.00 x lineal feet/1000	= \$ _____
E. Construction of vault or other structure	_____ @ \$50.00 per vault/structure	= \$ _____
TOTAL FEES DUE		= \$ _____

****This fee applies in all cases.**

The applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the attached document, known as "Permit provisions and conditions of issuance", dated September 23, 2010. Any special provisions listed below or attached, and any and all plans, details or notes attached hereto and made a part thereof.

BY: _____
Signature of Applicant/Representative or Project Manager Date

BY: _____
Title Phone

DO NOT WRITE OR TYPE BELOW THIS LINE – FOR VILLAGE USE ONLY

VILLAGE OF MARSHALL PERMIT NUMBER _____. The foregoing application is hereby approved and permit issued by the Village of Marshall subject to full compliance by the Applicant with all provisions and conditions stated herein and on the attached sheet hereof and all attachments hereto:

Other special provisions:

BY: _____
Signature of Village Representative Date

BY: _____
Title Phone

\$ AMT PAID _____ RECEIPT # _____

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

Pursuant to Wisconsin Statutes, this permit is granted to allow performance of the specific work described herein. The following standard provision 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 street 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 the Village has granted permission for a detour. Wherever the pavement is opened the spoil shall be hauled away and the trench shall be backfilled and compacted according to Village specifications. The pavement removed for a road crossing shall be replaced according to Village specifications.
3. The Applicant shall provide ALL NECESSARY SIGNS, FLAGPERSONS, AND LIGHTS required according to the "Manual on Uniform Traffic Control Devices." When a detour is allowed the Applicant shall notify the local newspaper in advance of the work starting.
4. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Village. The Applicant shall be financially responsible for any damage caused to any streets, sidewalks, terraces, curb and gutter or underground utilities, as a result of this permit, for a period of twelve (12) months after the completion of the work. 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 at the job site.
7. Upon completion of the work the Applicant shall file a written notice with the Village.

INDEMNIFICATION

INDEM. 101 Applicant shall indemnify, hold harmless and defend VILLAGE, its boards, commission, 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 VILLAGE, its officers, employees, agencies, boards commission and

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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 street 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 VILLAGE, its agencies, boards, commission, officers, employees or representatives. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and other 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 or 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, claim and actions. The obligation of APPLICANT under this paragraph shall survive the expiration or termination of the permit.

INDEM. 1.02 In order to protect the VILLAGE, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of paragraph INDEM 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 in the amounts of at least \$1,000,000.00 Combined Single Limits. Upon issuance of the Permit, APPLICANT shall furnish VILLAGE, annually on the policy renewal date, a CERTIFICATE OF INSURANCE, as evidence of coverage. It is further agreed that APPLICANT shall furnish the VILLAGE with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation or renewal. In the event any action, suit or other proceeding is brought against VILLAGE upon any matter herein indemnified against VILLAGE, 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.

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INDEM 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.

INDEM. 1.04. The parties do hereby agree that VILLAGE, acting at its sole option and through its Risk Manager, may waive any all requirements contained in the preceding paragraphs above, such waiver to be in writing only.