



PERMIT NO: _____

DEPARTMENT OF ENGINEERING
 300 East Main Street, Sun Prairie, Wisconsin 53590
 (608) 837-3050
 FAX (608) 825-1194

APPLICATION/PERMIT TO CONSTRUCT, OPERATE AND MAINTAIN UTILITY FACILITIES ON CITY RIGHT-OF-WAY

DATE OF APPLICATION: _____

PERMIT FEE: Base Fee \$100
 Installed length beyond 100' _____ x (\$0.10/Ft) = \$ _____

FEE TOTAL = \$ _____

PAYMENT RECEIVED APPROVED REJECTED EMERGENCY EXCAVATION

1. Applicant (Utility facility owner) Name, Address & Email	2. Work Start Date	3. Work Finish Date	5. Location Description (street address or lot & block; provide plat and/or location maps)
4. Is the work due to a City of Sun Prairie Construction project? <input type="checkbox"/> YES <input type="checkbox"/> NO			

6. Facility Type (Check all that apply) and Description (Size, material, voltage, pressure & fibers, etc.) <input type="checkbox"/> Comm: _____ <input type="checkbox"/> Electric: _____ <input type="checkbox"/> Gas/Oil: _____ <input type="checkbox"/> Water: _____ <input type="checkbox"/> Sewer: _____ <input type="checkbox"/> Casing: _____ <input type="checkbox"/> Conduit: _____ <input type="checkbox"/> _____ : _____ <input type="checkbox"/> Transmission <input type="checkbox"/> Service <input type="checkbox"/> Distribution 7. Facility Orientation (Check all that apply) <input type="checkbox"/> Underground <input type="checkbox"/> Overhead <input type="checkbox"/> Crossing <input type="checkbox"/> Parallel 8. Work type (Check all that apply) <input type="checkbox"/> New facility <input type="checkbox"/> Remove <input type="checkbox"/> Joint install <input type="checkbox"/> Maintenance <input type="checkbox"/> Improve or <input type="checkbox"/> Discontinue, Repair existing left in place	9. Proposed Work Methods (Check all that apply) <input type="checkbox"/> Trench <input type="checkbox"/> Plow <input type="checkbox"/> Place fill <input type="checkbox"/> Rock blasting <input type="checkbox"/> Place cable <input type="checkbox"/> Open cut in conduit pavement <input type="checkbox"/> Hand/mechanical excavation Bore: <input type="checkbox"/> Hydraulic (Auger/Jack/Tunnel) <input type="checkbox"/> Pneumatic (More) <input type="checkbox"/> Directional 1 (Manually tracked) <input type="checkbox"/> Directional 2 (Computer tracked) <input type="checkbox"/> Unknown (At this time) Install or attach to poles/towers: <input type="checkbox"/> New <input type="checkbox"/> Existing <input type="checkbox"/> Guys _____ (-Diameter) (Name of existing owner) (Provide details for all guy-wires on plan sheets) Pothole (subsurface excavation): <input type="checkbox"/> Air <input type="checkbox"/> Water	10. Work Zone Description (Check all that apply) (provide relevant diagram(s) with application) <input type="checkbox"/> Not applicable <input type="checkbox"/> Full road closure; detour <input type="checkbox"/> Full road closure; temporary <input type="checkbox"/> Lane closure; without flagging <input type="checkbox"/> Lane closure; with flagging <input type="checkbox"/> Lane encroachment (2 feet or less) <input type="checkbox"/> Intersection/roundabout <input type="checkbox"/> Shoulder/parking lane closure <input type="checkbox"/> Railroad crossing Street location: <input type="checkbox"/> Terrace (Between Back of Curb and Sidewalk) <input type="checkbox"/> Under Sidewalk/Bike Path <input type="checkbox"/> Back of Curb < 2' Behind <input type="checkbox"/> Back of Curb > 2' Behind <input type="checkbox"/> Other _____ <input type="checkbox"/> Sidewalk <input type="checkbox"/> Bide/Pedestrian Path <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Street Pavement (Conc. or Asphalt)	11. Will appurtenances be installed with the facility (e.g. Pedestals, hand holes, markers, etc)? If yes, provide a description and/or specification for each item. <input type="checkbox"/> Yes <input type="checkbox"/> No 12. Does project disturb more than 4,000 SF of soil? If yes, a City Erosion Control Permit is required. <input type="checkbox"/> Yes <input type="checkbox"/> No 12. Will work impact traffic or on-street parking? If yes, provide a traffic control plan. <input type="checkbox"/> Yes <input type="checkbox"/> No
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*** 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 has started, but has not been completed by the "Work Finish Date", the work shall not be completed unless authorized through an approved written time extension or a subsequent permit. ANY PERMIT ISSUED IS REVOCABLE.**



PERMIT NO: _____

13. Utility Person Responsible for Construction	Telephone Number	<p>It is understood and agreed that City of Sun Prairie approval is subject to the applicant's full compliance with all pertinent statutes, as well as any regulations and rules of other jurisdictional agencies (which may be more restrictive), any supplemental permit provisions and City of Sun Prairie Ordinances, current edition.</p> <p>_____ (Date)</p> <p>_____ (Utility Authorized Representative Signature)</p> <p>_____ (Title) _____ (Telephone Number) _____ (Email Address)</p>
14. Utility or Project 24/7 Emergency Contact	Telephone Number	
15. Provide company name and address of utility authorized representative if not employed by the applicant.		
16. Provide additional work details, if needed (use back page or include separate pages)		

FOR CITY OF SUN PRAIRIE USE ONLY

<input type="checkbox"/> UTILITY SHALL NOTIFY CITY OF SUN PRAIRIE REPRESENTATIVE LISTED BELOW 3 DAYS BEFORE STARTING ANY WORK: Department contact, office address, telephone number and email address: City of Sun Prairie Engineering Department 300 E Main St, Sun Prairie, WI 53590 608-825-1170 rowperms@cityofsunprairie.com	<input type="checkbox"/> Review All Supplemental Permit Provisions <input type="checkbox"/> Revisions Made to Drawings or Other Pages <input type="checkbox"/> Traffic Control Plan Required <input type="checkbox"/> As-builts Required <input type="checkbox"/> Permanent Utility Markers Required <input type="checkbox"/> Certificate of Insurance with Endorsements 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"/> This permit voids & supersedes # _____ issued: _____	Application & Fee Received _____ Application Completed _____ Permit Issued _____ Permit Extended _____ Permit Amended _____ Permit Number _____
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Approved By: _____

 (City Authorized Representative Signature) (Date)

APPLICATION/PERMIT TO CONSTRUCT, OPERATE AND MAINTAIN UTILITY FACILITIES ON HIGHWAY RIGHT-OF-WAY (continued)

City of Sun Prairie

INDEMNIFICATION

The applicant shall save and hold the City of Sun Prairie, its officers, employees, agents, and all private and governmental contractors and subcontractors with the City under Chapter 84 Wisconsin Statutes harmless, as allowed by Wisconsin law, 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 City 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 City's property or right-of-way pursuant to this permit or any other permit issued by the City 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 City, its officers, employees, agent, 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 City, 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 City 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 City property or right-of-way with or without a permit issued by the City, 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 whatsoever. 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 City's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of the permit, unless the City 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 City'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.

INSURANCE

The applicant shall purchase insurance in amount and kind acceptable to the City of Sun Prairie.

Unless otherwise specified in this Agreement, the Applicant shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below. Applicant shall provide insurance policies, certificates of insurance, and endorsements prior to issuance of any permit.

Worker's Compensation and Employers Liability Insurance – The Applicant shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Applicant shall provide statutory covers for work related injuries and employer's liability insurance with limits of \$1,000,00 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Applicant shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

Limits – The Applicant shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$4,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504 endorsement provided to the City of Sun Prairie) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury, death and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033 for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Applicant; products and completed operations of the Applicant; premises occupied or used by the Applicant; and vehicles owned, leased, hired or borrowed by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Applicant's insurance shall be primary insurance as respects the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Sun Prairie, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Applicant, except after sixty ((60) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Sun Prairie.
6. Such liability insurance shall indemnify the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Applicant for damages on account of such bodily injury (including death), property damage, personal injury, ongoing operations, completed operations, and products liability.
7. The general liability policy shall cover bodily injury, death and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
8. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Sun Prairie, and shall have a minimum A.M. Best's rating of A- VII.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Sun Prairie. At the option of the City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Applicant shall file with the City of Sun Prairie, a certificate of insurance, endorsements and a copy of the policy of insurance (Acord Form 25-S) signed by the insurer's representative evidencing the coverage required by this agreement. CG 20 10 11 85 covers all bases OR Form CG 20 10 04 13 for ongoing work exposure AND Form CG 20 37 04 13 for products/completed operations exposure. Applicant will also provide form CG 28 04 10 93 Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.