

**CITY OF FRANKLIN
 PERMIT TO CONSTRUCT, MAINTAIN OR REPAIR
 INFRASTRUCTURE WITHIN PUBLIC RIGHT-OF-WAY**

9229 W. LOOMIS ROAD, FRANKLIN, WI 53132
 Phone (414) 425-7510 Fax (414) 425-3106

Application Forms and Handouts can be found at www.franklinwi.gov

Applicant to complete this page only:

For Office Use Only:

Permit No.:

Date of Issue:

Date of Expiration:

Facility Owner / Utility Company		Contact Name / Title	
Mailing Address	City	Zip	Office Phone
Email Address		24/7 Cell Phone	
Type of Work (Gas, Electric, Cable TV, Fiber Optic, Pavement, Sanitary, Storm, Water, Etc.)			
Applicant / Contractor (if different than above)		Contact Name / Title	
Mailing Address	City	Zip	Office Phone / Fax
Email Address		24/7 Cell Phone	
Location of Work (Road, Nearest Address(es), Intersections, Etc.)			
Brief Description of work (Pipe, Manholes, Poles, Mains, Services, Cable, Fiber Optic, Place Anchor, Etc.)			
Method of Installation (Tunnel, Overhead Cable, Trench, Directional Bore, Open Cut Pavement, Etc.) list all that apply			
Plans Provided? <input type="radio"/> Yes <input type="radio"/> No Number of Pages / Sheets _____		Proof of Insurance Provided? <input type="radio"/> Yes <input type="radio"/> No <i>The applicant must be covered by public liability insurance. See attached chart for insurance limits and a certificate of insurance must be provided showing the limits and noting that the City of Franklin is an additional insured.</i>	
Erosion / Sediment Control Details Included? <input type="radio"/> Yes <input type="radio"/> No <i>Unless otherwise specifically approved by City in writing, Applicant understands that all work to be in fully compliance with City, State, and Federal erosion and sediment control requirements</i>		List of Affected Parties Provided? <input type="radio"/> Yes <input type="radio"/> No <i>All public and private individuals, firms and corporations affected by the work shall be notified by Permittee at least 24 hours before such work is to start.</i>	
Traffic Control Details Included? <input type="radio"/> Yes <input type="radio"/> No <i>Unless otherwise specifically approved by City in writing, Applicant understands that all worksite traffic control to be in fully compliance with Manual of Uniform Traffic Control Devices (MUTCD)- latest edition.</i>		Type of Surety Provided? <input type="radio"/> Cash/Check <input type="radio"/> Letter of Credit <input type="radio"/> Bond Enter amount _____	
Cost Estimate Provided? <input type="radio"/> Yes <input type="radio"/> No <i>Cost Estimate should be broken down as much as possible for items within the right of way. Enter amount _____</i>		Estimated Starting Date mm/dd/yyyy ____/____/20____	
Estimated Starting Date mm/dd/yyyy ____/____/20____		Estimated Ending Date mm/dd/yyyy ____/____/20____ <i>All work shall be completed without unnecessary delay</i>	
The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, any special provisions attached hereto, and any and all plans, details notes or stipulations attached hereto and made a part thereof.			
Printed Name		Company / Title	
Signature Name		Date	

B. Insurance required.

- (1) A permit shall be issued only upon the condition that the applicant submit evidence to the Director of Public Works that the applicant is covered by public liability insurance by the following amounts and that such insurance protects the City from all claims.

<p>A. General/Commercial Liability (<i>Must have General/Commercial</i>)</p>	<p>\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>B. Automobile Liability (<i>Must have auto liability</i>)</p>	<p>\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>C. Contractor's Pollution Liability (<i>If applicable</i>)</p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability</p>	<p>\$10,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>D. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)</p>	<p>Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i></p>

*Coverages may be adjusted dependent upon the specifics of the street opening and risk/exposure to the City.

Upon the execution of said permit, CONTRACTOR shall supply CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CITY, and naming CITY as an additional insured as required above.

- (a) To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, CITY'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services.

- (b) Nothing contained within this section is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- (2) The evidence of insurance shall also provide that the City be notified at least 10 days prior to cancellation or expiration of the insurance.