

PERMIT CONDITIONS AND PROVISIONS

1. Prior to any operations associated with the permitted work, and prior to any work along, across, or within the limits of the highway right-of-way, Traffic Control Facilities, such as barricades, signs, lights, signals and flagmen shall be provided and established in place and function by the applicant for this permit. Such Traffic Control Facilities shall be of the types, sizes, characters and placements described within Part VI of the current Edition of the Wisconsin Department of Transportation Manual on Traffic Control Devices, as reprinted by the Wisconsin State Highway Commission. The traffic Control Facilities described within the Manual shall be regarded as the minimums acceptable. The applicant shall also provide any additional traffic control facilities as are required to protect the public from exposure to extraordinary hazards caused by special facilities or operations at the work site, or by changed or developing conditions, including weather or roadway conditions. The applicant may procure any advice that may be required under such circumstances by contacting the Town Chairman of the Town of Seneca through which the application for this permit was initiated. The applicant shall assure that all Traffic Control Facilities are well maintained and functional until all operations related to the work are completed. If any legal holiday will intervene between the time the work performed under this permit commences and the time the work is entirely completed, the Holiday Work Restrictions of the Town of Seneca shall apply. Under such circumstances, the applicant shall determine the holiday restrictions applicable to the legal holiday or holidays concerned, by contacting the Office through which the application for this permit was initiated. Work suspensions for holidays, or for any other reason, do not relieve the applicant from its responsibility to protect persons and property from injury or damage attributable to any effect associated with the permitted facility or entity, nor shall such circumstances in any way diminish the applicant's responsibility to maintain functional Traffic Control Facilities and protections for the period of temporary suspension.
2. The applicant shall provide his supervisor of the work with a copy of this permit and shall assure the supervisor's familiarity with all details and requirements thereof. The permit copy shall be in the keeping of the supervisor and at the site of the work at all times while work operations are in active process, and shall be made available for examination by county inspection personnel upon request.
3. The permitted facilities shall, if necessary, be altered at the expense of the applicant to permit alteration, improvement, maintenance, relocation or abandonment of the highway, or when required to facilitate any public project. The applicant shall pay the entire cost of constructing and maintaining the permitted facilities.
4. Construction and maintenance operations shall be performed without closing any lane of the highway to traffic except as may be specifically sanctioned in writing by authorized representatives of the governmental agency maintaining the highway. Unless otherwise authorized, two-way traffic shall be maintained at all times.
5. The applicant shall determine the location of, and effectively protect from damage, any facilities already in place in the area affected by the permitted work.
6. Any trenching, tunneling, or excavation shall be performed in accordance with the requirements prescribed by the U.S. Occupational Safety and Health Administration (O.S.H.A.), the Wisconsin Department of Industry, Labor, and Human Relations, or applicable local regulations, whichever is stricter.
7. Any excavations which affect a traveled way portion of the highway or of a highway shoulder shall be backfilled with suitable granular material, placed in layers of 12 inches or less and compacted mechanically to the density of the adjacent ground. Water flooding, or the use of moisture in excess of necessity to facilitate mechanical compaction is expressly prohibited. Any subsequent settlements, heavings or other damage to a highway facility which are attributable to the work shall be repaired to the satisfaction of the highway's maintaining authority.

8. The utility facilities authorized for installation within the limits of the highway right-of-way shall be installed where and as specified herein. In any circumstances in which a utility facility is installed in any other than a town permit defined location, and in which such illegally installed facility is accidentally damaged by town forces or by forces acting on behalf of the town in performance of highway construction, maintenance or right-of-way management functions, and permittee shall hold the town, its employees and its agents harmless and free of any cost or liability associated with such damage. This permit authorizes only the work of and for the permit applicant. It does not authorize the works or facilities of any other persons.
9. No guard pole(s) may be set within the limits of the highway right-of-way except those that are described and referenced on the drawings incorporated in this permit and authorized as a part hereof.
10. Blasting within the limits of the highway right-of-way is prohibited unless specifically authorized by this permit.
11. The Applicant shall save and hold the Town, its officers, employees, agents, and all private and governmental contractors and subcontractors with the town under Ch. 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, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the Town 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 Town's property of right-of-way pursuant to this permit or any other permit issued by the Town 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 Town, 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, workers' compensation), contractual, tort, or other liability of the Town, the Applicant, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Town, 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 Town 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 Town property or right-of-way with or without a permit issued by the Town, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of 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. 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 Town'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 Town 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 Town 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 Town under Ch. 84, Stats., that fails to comply with secs. 66.047 and 182.0175, Stats. (1985-86), 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 Town 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 Town, or its officers, employees and agents, fail to comply with secs. 66.047 and 182.0175, Stats. (1985-86), the Town, 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 Town, 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 Town 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 Town, its officers, employees and agents.

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

12. Any brush, trash, waste, or rubbish resulting from construction or maintenance of the line shall be removed from the highway. Any elm tree wood or debris from trees which have been trimmed in performance of the work shall be disposed of in accordance with the procedure of the Town of Seneca, a copy of which may be obtained from the pertinent Office. No tree or shrub (of any species) on the highway right-of-way may be cut or damaged to facilitate the installation or maintenance of the permitted facility except as authorized by the owner thereof.
13. All disturbed highway facilities shall be restored promptly. When restoration is not accomplished voluntarily and without delay, the highway authority may issue a notice setting forth a final day by which the restoration shall be completed. If the Applicant fails to complete the restoration within the allotted time, the highway authority may arrange for the restoration, and the applicant shall be required to pay all restoration costs incurred.
14. Upon completion of the work, written notice thereof shall be filed with the Town of Seneca Chairman.