**PROVISIONS AND CONDITIONS OF ISSUANCE:**

Pursuant to Wisconsin Statutes and the Ordinances of the Village of Oakfield, this Permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern this work:

**Initial next to each item indicating compliance and understanding.**

\_\_\_\_\_ 1. The appropriate fee for the issuance of the permit shall be paid in advance unless other arrangements have been made with the Village of Oakfield.

\_\_\_\_\_ 2. Before commencement of the work, Applicant agrees to provide the Village with evidence of comprehensive, general liability insurance written on an occurrence basis with limits of not less than $1 Million per occurrence and $2 Million in the aggregate, which insurance shall name the Village of Oakfield as an Additional Insured on a primary and non-contributory basis. Said coverage shall be evidenced by a Certificate of Insurance, as well as a Policy Endorsement, evidencing the Village’s Additional Insured status. Coverage shall also provide that notice of termination or material modification of the policy shall be given not less than thirty (30) days prior to the termination of the policy except in the event of termination for non-payment, in which case the evidence of termination shall not be less than ten (10) days prior to the termination event.

If the Applicant subcontracts for any part of the work under this permit, it will be the responsibility of the subcontractor to obtain a surety bond in the amount of 10% of the amount of the contract or in no case less than $1,000.00.

\_\_\_\_\_ 3. Applicant shall notify the Village of Oakfield not less than one (1) business day prior to starting any work in the public right-of-way.

\_\_\_\_\_ 4. A copy of this approval, along with any plans and special provisions shall be available on the job site.

\_\_\_\_\_ 5. Upon completion of the work, Applicant shall file and written notice with the Director of Public Works to ensure return of deposit.

\_\_\_\_\_ 6. No openings in the streets, sidewalks or public ways shall be permitted between December 1st and April 1st except where it is determined by the Director of Public Works to be an emergency excavation or is an authorized Public Works Department Project in which case extra costs may be required for street repairs such as temporary concrete, cold mix and additional gravel.

\_\_\_\_\_ 7. Applicant agrees to indemnify and hold harmless the Village of Oakfield, its employees and agents, from and against any and all costs, claims, suits, liability and/or award of damages, including actual attorney fees which might come, be brought or be assessed, because of the issuance or performance of this Permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed work of the Applicant. The performance of the permitted work or any part thereof, by or on behalf of Applicant, shall bind such Applicant to abide by this Permit and all its conditions and provisions.

\_\_\_\_\_ 8. The terms of this Permit and these conditions of issuance shall apply to anyone acting on behalf of the Applicant, its agents, sub-contractors or assigns.

\_\_\_\_\_ 9. The permitted facility shall, if necessary, be altered at the expense of the Applicant to permit alteration, improvement or maintenance of the roadway as may hereafter be ordered. The entire cost of construction and maintaining the permitted work shall be the obligation of the Applicant unless a contract for such costs has been executed by the Village.

\_\_\_\_\_10. No open cutting or crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times unless the Village Board has granted permission for a detour. Whenever the pavement is open, the spoil material from the excavation shall be hauled away and the trench shall be backfilled with a flowable, aggregate slurry mix. Pavement removed for a road crossing will be replaced as per the specifications of the Village.

The Applicant shall guarantee the backfilling and compaction for two (2) years. If settlement or failure occurs, repairs shall be made at the Applicant’s expense.

\_\_\_\_\_11. Applicant shall provide all necessary signs, flagmen, barricades and lights required according to the Manual on Uniform Traffic Control Devices. No part of the permitted work shall be commenced until all necessary signs and traffic control devices adequate to protect the public are established, in place, and fully functional. When a detour is allowed, police, fire and local newspapers shall be notified by Applicant in advance of the work being started. All traffic control devices and signs shall remain in placed until all permit associated work is completed.

The Applicant is responsible to assure that the site of construction is secure against any hazard to the public, both when the site is attended and during off-hours, any holiday, and the hours of the nights.

\_\_\_\_\_12. All disturbed areas shall be returned to their present condition, or better, subject to the satisfaction of the Village Engineer or representatives of the Village of Oakfield. Access to all private drives and public street intersections shall be maintained and all disturbed areas completely restored to the conditions existing prior to the commencement of the work. If weather conditions exist that will prevent the growth of seed or sod, Applicant shall be responsible for maintaining the sod or seed as necessary to establish the vegetation to the satisfaction of the Village of Oakfield.

\_\_\_\_\_13. Any trenching, tunneling or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Safety and Professional Services and any applicable local regulations.

\_\_\_\_\_14. The Applicant acknowledges that the Policy Endorsement required by this section is its own document, separate from the Applicant’s insurance contract, which specifically identifies the Village as an Additional Insured under the Applicant’s insurance contract. The Applicant further acknowledges and understands that merely listing the Village of Oakfield as the holder of a Certificate of Insurance does not satisfy the requirements of this section. A copy of this section should be provided to the Applicant’s insurance broker, if any, to ensure proper documentation is provided in a timely fashion.

\_\_\_\_\_15. Applicant, as well as any contractors, subcontractors or assigns, shall comply with the Erosion Control Ordinance of the Village of Oakfield, and shall follow the direction of the Village Engineer.

\_\_\_\_\_16. In the event Applicant fails to comply with any of the terms of this Permit or engages in activities which the Director of Public Works determines, in the exercise of his/her sole discretion, are injurious to the public health, safety and welfare, the Director of Public Works may issue a Stop Work Order and the authority under this Permit shall be terminated.

\_\_\_\_\_17. Permit does not grant or imply access to disturb any private property adjacent to the work. Where such disturbance will occur grantee will obtain written permission from owner prior to proceeding.

\_\_\_\_\_18. The Village will bill the Applicant for all work to repair any damaged property caused by the Applicant’s work within the right-of-way. Such property would include sanitary sewer system, water distribution system, storm sewer system, streets, sidewalk, trees, driveway approaches, etc. The Village would also bill the Applicant for any televising work done to the sanitary sewer system or storm sewer system that shows damages to this infrastructure caused by the Applicant’s work.

\_\_\_\_\_19. Diggers Hotline shall be notified of the proposed excavation a minimum of three (3) days prior to the start of work.