



<p align="center">FOR OFFICE USE ONLY Certificate of Insurance City Additional Insured _____ Amounts Confirmed Y / N Registration #: _____</p>
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**Application for Public Right-of-Way Registration
Form #PWE010 (rev. 01/2021)**

Date: _____

Registrant Information

Name: _____

Corporate/Regional Contact Person (if applicable): _____

Digger's Hotline Registration Certificate Number: _____

Address: _____ Email: _____

Phone Number: _____ Fax Number: _____

Local Emergency Representative Information (Must be available 24 hours per day)

Name: _____

Address: _____

Email: _____ 24/7 Cell Phone Number: _____

Office Phone Number: _____ Fax Number: _____

Attachments (mark and include all that apply)

Corporation's business certificate under Wis. Stats. (if entity is a corporation, LLC or LLP)

Corporate certificate of authority from Wisconsin Public Service Commission

Certificate of liability insurance

\$10,000 Permit Bond submitted

Indemnity and Hold Harmless Agreement (page 3)

Statement regarding impact of stray voltage (testing may be required)

For existing poles and towers that are 60' or taller, registrant must provide the following for all facilities:

Structural certification stamped by a registered professional engineer in the State of Wisconsin (including, but not limited to, structural sufficiency and vertical plumbness)

Annual Registration Fee Information

Temporary Use/Occupancy of Right-of-Way (excavation, dumpster, concrete work, etc.)	\$30
Permanent Facility Occupancy of Right-of-Way (utilities)	\$250
Total Annual Fee Enclosed	\$

The registrant shall keep all of the information listed above current at all times by providing the Department with information as to any changes within fifteen (15) working days following the date on which the registrant has knowledge of any change.

General Permit Requirements

Any excavation within the City's street right of way requires a "Permit to Excavate in the Public Right of Way". The City's right of way is generally from sidewalk to sidewalk including the sidewalks. The cost of this permit fee varies depending on the type of work being performed. The field representative shall have a copy of the approved permit on site at all times.

If you are planning to construct a sanitary lateral, storm lateral or water lateral from a building and connect to City's utility's in the right of way, you will need an Exterior Sewer & Water Permit as well as the "Permit to Excavate in the Public Right of Way".

In all other cases, including constructing sidewalks, driveways, curb cuts or any type of utility, a request for a "Permit to Excavate in the Public Right of Way" shall be made by filling out the Permit to Temporarily Occupy or to Excavate in the Public Right of Way form. This form is in Microsoft Excel format. This form should then be e-mailed along with a sketch in pdf format to the following: pwpermit@kenosha.org

No work should take place until an approved street excavation permit is e-mailed back to the requestor. All damage by contractors is their responsibility to repair to City standards. Any dispute will require photo proof from the contractor, or the City will require restoration as specified.

If a specific contractor fails to meet the City of Kenosha Project Requirements, that can be found on the City website, more than three (3) times in a given calendar year their registration and ability to pull permits may be terminated by the Director of Public Works or their designee for the remainder of the year. This includes, but is not limited to, habitual no calling of the designated City engineering technician, doing work without pulling permit, not meeting restoration requirements, field or scope of work changes without notification, etc.

If the City engineering technician is not notified prior to work beginning and/or the permit completed there will be a penalty of \$45 for administrative costs. If inspections are requested and the work is not completed, there is not access to the site or violations of the permit or restoration have not been met in a timely manner reinspection fees may be charged. Said fees will be charged as follows; \$45 for an initial reinspection, \$90 for a second reinspection and \$360 for each subsequent reinspection. If no work has occurred and a permit expires the City will require a new permit and any accompanying fees to be paid before work can begin. If an extension is needed and the City is notified prior to the expiration date on the permit, one free extension may be granted.

Bond and Insurance

All contractors shall have and maintain a minimum of the insurance requirements for the respective tier of work they are performing (found below). The insurance shall remain in effect for the entire duration of each project. If insurance expires during the calendar year, no permits will be issued until a updated insurance certificate and endorsement is provided.

The contractor shall furnish a bond in the amount of \$10,000 to assure that he will observe and obey all the requirements of the City, and that he will indemnify the City or any person in front of whose property he may work against loss by reason of his failure to observe the requirements of City Ordinances.

Minimum Insurance Requirements Per Tier (You must adhere to this if your permit indicated needing a permit bond.)

The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations as it relates to the specific insurance tier.

The City has different insurance requirements depending on the type of work the permittee will be performing. This will define what type of work can be done when permits are reviewed. Please provide insurance for the highest tier of work you will be performing, outlined below.

Tier 1 – Temporary Occupancy only (dumpster, pod, fencing, temp. road closures, landscaping or forestry, etc.)

Tier 2 – Excavate in the ROW for Residential Utilities (sidewalk, curb & gutter, approach, sprinkler systems, etc.)

Tier 3 – Excavation in the ROW for Private or Public Utilities (gas, electric, water, telecom, etc.)

Tier 4 – Poles and Tower facilities to remain in City of Kenosha ROW

- 1) Commercial General Liability
 - a) Each Occurrence \$1,000,000
 - b) General Aggregate \$2,000,000
 - c) Combined Single Limit (each accident) with the following coverages: \$2,000,000
 - i. Premises
 - ii. Contractual Liability
 - iii. Products and Completed Operations
 - iv. Death and Personal Injury
- 1) Automobile Liability (any auto)
 - a) Bodily Injury (per person) \$1,000,000
 - b) Bodily Injury (per accident) \$2,000,000
 - c) Property Damage (per accident) \$500,000
- 1) Worker's Compensation – Statutory Limits
 - a) Each Accident \$100,000
 - b) Disease, Each Employee \$100,000
 - c) Disease, Policy Limit \$500,000
- 1) Umbrella Liability
 - Coverage must be at least as broad as the underlying Commercial General Liability, Automobile Liability, Liquor Liability, Fireworks Liability, Statutory Liability and Employers Liability coverages) *
 - a) Each Occurrence \$1,000,000 - \$4,000,000*
 - b) General Aggregate \$1,000,000 - \$4,000,000*
- 1) List of Additional Insureds
 - a) City of Kenosha

*The tier of work you are registering to perform on an annual basis determines the Umbrella Liability insurance requirement. Tier 1 requires \$1,000,000, Tier 2 requires \$2,000,000, Tier 3 requires \$3,000,000, Tier 4 requires \$4,000,000.

An original endorsement of coverage (including cancellation endorsement), with certificate of insurance, with the City of Kenosha listed as an additional insured, must be provided.

Public right-of-way registration is valid until December 31st of each calendar year.

By signing this form you are acknowledging that you, the Registrant, will comply with Section 5.04 of the City of Kenosha Code of General Ordinances, all local, state and federal codes including, but not limited to, safety, building, traffic control codes, and the Manual of Uniform Traffic Control Devices (MUTCD), and you agree that all work will be done according to good engineering practice, that public safety will be procured, and the street will be properly restored per City of Kenosha Project Requirements provided on the City Website and all other permit requirements will be met.

Owner's Authorized Representative Signature: _____ Date: _____

Local Emergency Representative Signature: _____ Date: _____

LIST OF AUTHORIZED PERMIT APPLICANTS

(MUST SPECIFY IF ANYONE ADDITIONAL BEYOND REGISTRAR IS PULLING PERMITS)

#	Name	Phone Number	Email
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Return this form along with payment to:
City of Kenosha,
Public Works Department
625 52nd St – Room 305
Kenosha, WI 53140

**Indemnity and Hold Harmless Agreement
(City of Kenosha Code of General Ordinances Section 5.04 V.)**

Registrant Name: _____

By registering with the City of Kenosha, or by accepting a permit under Section 5.04 of the City of Kenosha Code of General Ordinances, a registrant or Permittee, as the case may be, herein and hereby agrees to indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents (collectively, "Indemnified Parties"), from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon an Indemnified Party for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's acts or omissions in the exercise of its rights under this permit, whether caused by or contributed to by the City or its agents or employees except in such cases where cause by the sole negligence or willful misconduct of the City.

Dated the _____ day of _____, 20 ____.

Owner's Authorized Representative Printed Name: _____

Owner's Authorized Representative Signature: _____