

APPLICATION/PERMIT TO WORK ON HIGHWAY RIGHT-OF-WAY

Wisconsin Department of Transportation (WisDOT)
DT1812 5/2012 s. 86.07(2), 86.16 and other applicable Wis. Stats.

1. Applicant Name and Address		2. Work Start Date	3. Work Finish Date*	4. Highway (Check all that apply) <input type="checkbox"/> WIS _____ <input type="checkbox"/> US _____ <input type="checkbox"/> Interstate _____ <input type="checkbox"/> _____
		5. Work Location (Check/list all that apply) <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> City of: _____ County: _____		
6. Is the work area near a survey monument? (If yes, email geodetic@dot.wi.gov or call 866-568-2852.) <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Trans 401 project designation? (For all Major projects, provide a formal erosion control plan with this application.) <input type="checkbox"/> Minor <input type="checkbox"/> Major	8. Location Description (Town, range, section, ¼ sect; provide plat map or location sketch)		
9. Are any environmental permits, certifications or approvals required from other regulatory agencies, including tribal governments? (If yes, provide a copy of each item. If no, proof of agency coordination may still be required with this application. Click on environmental coordination for more information.) <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Provide Detailed Description of How Work Will Be Accomplished (Use additional pages if needed. Provide work plans and specifications as needed.)		
10. Work Type (Check all that apply) <input type="checkbox"/> Access management <input type="checkbox"/> Crash investigation/cleanup <input type="checkbox"/> Drainage: Culverts/tiles <input type="checkbox"/> Drainage: Grading/riprap <input type="checkbox"/> Drainage: Storm Sewer <input type="checkbox"/> Environmental assessment <input type="checkbox"/> Harvesting nature products <input type="checkbox"/> Hazmat: Cleanup/remediation <input type="checkbox"/> Hazmat: Monitoring wells <input type="checkbox"/> Invasive species assessment <input type="checkbox"/> Landscaping <input type="checkbox"/> Soil borings <input type="checkbox"/> Surveying <input type="checkbox"/> Other: _____	12. Work Zone Description (Check all that apply) <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 Freeway/expressway location <input type="checkbox"/> Off shoulder: < 30' off white line <input type="checkbox"/> Off shoulder: ≥ 30' off white line <input type="checkbox"/> Near right-of-way line or fence Non-Freeway/expressway location <input type="checkbox"/> Off shoulder: < 15' off white line <input type="checkbox"/> Off shoulder: ≥ 15' off white line <input type="checkbox"/> Back of curb: < 2' behind <input type="checkbox"/> Back of curb: ≥ 2' behind			
11. Vegetation Management (Check all that apply) <input type="checkbox"/> Mow <input type="checkbox"/> Chemically treat <input type="checkbox"/> Prune <input type="checkbox"/> Cut and/or trim <input type="checkbox"/> Plant <input type="checkbox"/> Remove				



It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit provisions, superimposed notes, and detail drawings that WisDOT may add. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit. When approved, the permit does not transfer any land; nor give, grant or convey any land right, right in land, nor easement in WisDOT right-of-way. It is not assignable or transferrable.

(Main Contractor Company Name, If applicable)	(Applicant or Authorized Representative) (Date) <small>(If Computer-filled, Brush Script Font)</small>
(Contractor Representative/Title) (Office Telephone Number)	(Printed Name) (Title)
(Cell Telephone Number) (Email Address)	(Telephone Number) (Email Address)

***NOTE:** If the work described is not completed by the "Work Finish Date" specified, this permit is null and void and the work shall not be completed unless authorized through a subsequent permit or an approved time extension. **ANY PERMIT ISSUED IS REVOCABLE.**

For Official Wisconsin DOT Use Only – Do Not Write Below

<input type="checkbox"/> PERMITTEE SHALL NOTIFY THE WISDOT REPRESENTATIVE LISTED BELOW 3 DAYS BEFORE STARTING ANY WORK: Region contact, title, office address, telephone number, and email address _____ _____ _____	<input type="checkbox"/> See Supplemental Permit Provisions (Page 4) <input type="checkbox"/> Special Permit Provisions Also Included <input type="checkbox"/> Lane Closure System notification required <input type="checkbox"/> Insurance or performance bond required <input type="checkbox"/> Other regulatory agency permits not required <input type="checkbox"/> ** DT1479 , "Application/Permit to Detour State Highway Traffic" required <input type="checkbox"/> This permit is issued in conjunction with: _____ <input type="checkbox"/> This permit voids and supersedes permit(s): #_____, Issued _____ <input type="checkbox"/>	Date Application Received Date Application Complete Permit Issuance Date Permit Expiration Date Permit Extension Date Permit Number
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(WisDOT Authorized Representative Signature – If filled via computer, Brush Script font)

INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless 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 State 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 State's property or right-of-way pursuant to this permit or any other permit issued by the State 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 State, 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, 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 State, 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 State 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 State property or right-of-way with or without a permit issued by the State, 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 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 State'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 State 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 State'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.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2009-2010), 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 State 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 State, or its officers, employees and agents, fail to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2009-2010), the State 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 State, 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 State 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 State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, 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 State for the location of property, lines or facilities on highway right-of-way.

PERMIT PROVISIONS AND CONDITIONS OF APPROVAL

Pursuant to the Wisconsin Statutes and once approved by WisDOT, this permit allows performance of the specific work described over which WisDOT has permit authority. The following provisions and any supplemental and/or special provisions shall govern.

1. Warning signs, devices and methods shall be in place and fully functional prior to the commencement of any of the permitted work within highway right-of-way, and shall protect the public until all permit-associated work is complete. Warning signs and devices shall conform to the appropriate sizes, designs and configurations specified within the [Wisconsin Manual on Uniform Traffic Control Devices](#), current edition. The permittee shall be responsible to provide and maintain at least the quantity of signs and devices therein described, but to also supplement those with additional signs, devices and flaggers as are necessary to functionally protect persons and property from injury or damage at all times and under all conditions, including changed or changing conditions.
2. The permittee shall regulate vehicles, equipment and materials to assure consistently safe conditions. Particular care shall be exercised at all times to assure a safe traffic environment at and near the work site. These requirements pertain to both ongoing work operations and any idle periods. Any discovered violation of this permit – particularly any failure to maintain a safe traffic and public environment – will require the permittee to immediately cure the discovered fault, may result in a WisDOT order to stop further work, and may result in permit revocation and expulsion from the highway right-of-way.
3. Holiday and seasonal work restrictions apply to the permitted work. The permittee shall review these restrictions with the WisDOT Region Office identified on this permit.
4. The permitted work shall be coordinated, and in no case interfere, with any ongoing highway improvement project.
5. Blasting within the highway right-of-way is expressly prohibited, unless specifically authorized by WisDOT.
6. The permittee shall provide the supervisor of the permitted work with a copy of this permit and is responsible to assure that the supervisor is familiar with all permit details and requirements. A complete copy of the permit shall be in the possession of the work force at all times that work is being performed within the right-of-way. The permittee shall be responsible for failure to comply with any part of this permit.
7. It shall be the responsibility of the permittee to determine the location of, and protect or cause to protect from any damage, any existing facilities in the area affected by the permitted work. All notifications to others are likewise a responsibility of the permittee.

PERMIT PROVISIONS AND CONDITIONS OF APPROVAL

8. All operations shall be performed without obstructing or closing any part of any traffic lane or fully closing any road unless specifically authorized by WisDOT.
9. The permittee shall be responsible for all costs of constructing and maintaining the permitted facilities. The permitted facilities shall, if necessary, be altered at the expense of the permittee to facilitate alteration, improvement, safety control, or maintenance of the highway as may be ordered by WisDOT.
10. The permit authorizes only the described work of and for the permittee indicated on this permit. It does not grant authority for the facilities of any other, either by present or future installation.
11. Any disturbance to, operation within, or use of a highway median is expressly prohibited, unless specifically authorized by WisDOT.
12. Construction methods and restorations shall be in accordance with applicable parts of [WisDOT's Standard Specifications for Road and Bridge Construction](#), current edition.
13. The permittee shall assure that proper erosion control best management practices (BMPs) are implemented prior to and at all times during work operations. The permittee shall also be responsible for providing and maintaining erosion control BMPs to protect all restored areas upon completion of the permitted work until the replacement vegetation achieves sustained growth.
14. No direct access for the installation, maintenance or repair of the permitted facility shall be obtained from the travel lane or shoulder of any freeway, or from any interchange ramp, unless specifically authorized by WisDOT or if needed due to an emergency. In the latter event, the permittee shall contact the Wisconsin State Patrol and the WisDOT Region Office indicated on this permit as soon as possible.
15. The permitted facilities shall be installed in the location specified in this permit. Any part of the facility found to be located otherwise shall be subject to correction by WisDOT at the permittee's sole cost. Any facility or part thereof which is located other than as the permit defines does so at the permittee's sole risk. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the permittee agrees to hold the State, its employees, agents and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility that may result from a highway construction, maintenance, traffic control, or right-of-way management function.
16. All highway facilities disturbed by the permitted work or associated operation shall be promptly restored. If restoration is not done voluntarily, without delay, WisDOT may issue a notice setting a specific time by which the restoration must be complete. If the permittee fails to satisfactorily complete the restoration within the time established, WisDOT shall arrange for the restoration to be completed and bill the permittee accordingly. The permittee agrees to pay any and all costs of said restoration.
17. Any brush, trash or waste materials resulting from the permitted work shall be removed from the highway right-of-way. Disposal of such materials off the right-of-way shall be in accordance with applicable solid waste disposal regulations.
18. Upon completion of the work and restorations, written notice shall be sent via regular mail or email within **10 calendar days** to the authorized WisDOT representative who approved the permit.
19. Operations and safety precautions pertinent to any trenching, tunneling, or excavation activities shall comply with requirements of all applicable regulations and codes, including, but not limited to, those of the [Wisconsin Department of Workforce Development](#), [Workplace Safety Institute](#).
20. Smooth and finished slopes shall be constructed at any location where any regraded portion of the highway right-of-way meets the lands of the adjacent property owner.
21. Any excavation authorized within the limits of highway pavement or shoulder areas shall be backfilled with suitable granular material, placed in lifts or layers 12 inches or less each in depth, and mechanically compacted to meet the appropriate density as specified in [WisDOT's Standard Specifications for Road and Bridge Construction](#), current edition. Water jetting to facilitate mechanical compaction is prohibited. Any subsequent heavings, settlements, or other faultings attributable to the permitted work shall be repaired to WisDOT's satisfaction at the permittee's expense. Temporary sheeting and shoring shall be used as necessary to prevent trench and tunnel cave-ins.
22. Any curb, gutter, sidewalk, driveway, gravel base, ballast or shoulder material, or other element of the highway right-of-way or facility disturbed by the permitted works shall be restored in kind to the qualities, grades, compactions and conditions specified in [WisDOT's Standard Specifications for Road and Bridge Construction](#), current edition.
23. Any turfed area of the right-of-way disturbed by the permitted work shall be restored with fine-graded topsoil having a depth of not less than 4 inches, and reseeded to perennial grass or sodded to WisDOT's satisfaction.
24. If, in the opinion of WisDOT, the permitted work or facilities obstruct highway drainage or in any other manner adversely affect the maintenance or operation of the highway, the permittee shall, upon notice, cure the fault as directed and restore the right-of-way to WisDOT's satisfaction.
25. For bored or augered installations under any freeway, all vehicles, equipment and materials shall be outside the right-of-way fence including the location of any bore pits. If authorized by WisDOT to work within the freeway right-of-way, vehicles, equipment or materials shall not be any closer to any freeway travel lane than the bore pits. All bore pits shall be located outside the clear zone and as close to the right-of-way fence as possible.
26. The permittee 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, holidays, and nighttime hours when the site is unattended.
27. The permittee should be aware that future upgrading of the highway may require the adjustment of part or all of the permitted facility, at the sole cost of the permittee, in order to conform to WisDOT's [Utility Accommodation Policy](#).
28. The covers of manholes, shut-off and regulator valves, and like facilities shall be adjusted to the level of the immediately adjacent grades.
29. No vehicle, equipment or material relating to the permitted work shall be parked or stored within the limits of the non-freeway highway right-of-way except such as are actively engaged in the work operation.
30. No greater length of trench shall be open at any time than is necessary to maintain essential progress of the work.
31. The permittee shall comply with appropriate laws, rules, policies, etc. when within tribal or federal lands. When on WisDOT right-of-way, the permittee shall provide documentation as needed to prove compliance or coordination with the following agencies:
 - Wisconsin Historical Society to avoid/mitigate any potential cultural resource (archeological, historical, burial site, etc.) impacts per [§44.40](#).
 - Department of Natural Resources to avoid/mitigate any potential storm water runoff, site erosion, wetland, waterway and endangered/threatened species impacts.

SUPPLEMENTAL PERMIT PROVISIONS

The following checked provisions also apply to this permit:

GENERAL

- 1. The permittee shall contact the WisDOT Region Office at the address and telephone number indicated on this permit to arrange for a Region representative to inspect the work site. No work under this permit shall be accomplished prior to his/her arrival.
- 2. The permittee shall notify the WisDOT Region Office at the address and telephone number indicated on this permit prior to the completion of the permitted work to enable a Region representative ample opportunity to inspect the work before the permittee's employees or contractor leaves the site.
- 3. Construction by open-trench methods is authorized only if the permitted installation can be accomplished in advance of the highway paving. If this cannot be accomplished, the permitted facility shall be bored or dry augered.
- 4. At any location where open-trench installation across highway pavement is authorized, the surface shall be saw-cut full depth to enable it to be restored with smooth joints. Restoration of concrete pavement shall be to the nearest joint.
- 5. All excavations shall be backfilled in accordance with the attached detail.
- 10. No trees/vegetation shall be cut, trimmed or damaged to facilitate the installation or maintenance of the permitted facility except as authorized by the owner of such tree/vegetation. See Wisconsin Statutes [86.03\(2\)](#), [\(4\)](#), [86.16\(3\)](#), and [182.017\(5\)](#).
- 11. To prevent Oak Wilt Disease from spreading, oak trees shall not be cut or pruned between April 15 and October 15 unless a thick coat of asphalt base tree paint is applied immediately after **any** cut, pruning wound, or abrasion made between those dates. The permittee shall adhere to any applicable laws, including local ordinances if they are stricter than WisDOT specifications. Any roots encountered, either during grading or trenching, shall have the exposed ends cut cleanly with suitable pruning tools immediately after they have been exposed.

TREE & VEGETATION MANAGEMENT

- 6. Trees/vegetation may be planted only in such locations and in such species as indicated on the plans included and approved with this permit, or as specified in the field by WisDOT.
- 7. The permittee shall maintain all plantings according to the attached special permit provisions.
- 8. No sign or marker identifying the plantings may be placed within the highway right-of-way limits.
- 9. WisDOT accepts no responsibility for loss that may occur to the plantings. The permittee shall be fully aware that the plantings are subject to:
 - Mortality
 - Thinning
 - Normal hazards due to maintenance operations, snow control, and public utility installation or alteration
 - Trimming or removal, if or when the plantings cause restrictions to sight distance or hazardous snow/ice conditions on the highway
 - Destruction, if highway reconstruction is done
 - Partial or complete abandonment or obliteration, or return to private ownership, if future changes in highway location are made
- 12. Remove all stumps, branches, logs, and other debris resulting from the cutting and trimming operations and dispose of such materials off the right-of-way. The permittee may also dispose of trees by giving them to the adjacent property owner(s). The storage location shall be on the landowner's property, at a location approved by landowner. The permittee shall comply with any applicable laws that may regulate the sale, transport, or pruning/cutting of trees.
- 13. Cut trees flush with the ground. Any remaining stump shall not interfere with mowing operations.
- 14. Cut trees may be chipped and used for mulch on the right-of-way in a layer not exceeding two inches.
- 15. Trim only the trees/vegetation necessary to provide safe clearances or by special provisions. Non-target trees/vegetation shall not be damaged. Clear cutting is prohibited.
- 16. The trees/vegetation to be removed shall be surveyed and inspected jointly with a WisDOT representative prior to starting any work on the highway right-of-way.
- 17. Treat all deciduous tree stumps with a herbicide approved for this use. Evergreen tree stumps shall not be treated.

RAILROAD CROSSING WORK

- 18. The permittee shall also fill out form [DT1479](#), "APPLICATION/PERMIT TO DETOUR STATE HIGHWAY TRAFFIC". This DT1812 permit shall be in effect only if WisDOT approves the corresponding DT1479 permit.
- 19. The permittee agrees to comply with the attached "Special Provisions for Railroad Crossing Work."