



Public Works Department
City Hall, 5520 Lacy Road, Fitchburg, Wisconsin 53711
Ph: 608.270.4260 | Fx: 608.270.4275 | fitchburgwi.gov

December 29, 2020

Re: Registration of Right-of-Way Occupancy & Reporting Obligations

Dear Representative or Project Manager,

The City of Fitchburg Chapter 27-173 was adopted in 2009 and re-codified in 2011. This ordinance regulates the placement of facilities in City right-of-way. A copy of the ordinance can be found at www.fitchburgwi.gov/158/City-Clerk.

Each person or company who has, or seeks to have, facilities in any right-of-way shall register with the Public Works Department and pay the fee set forth in Section 27-176.

The following information is to be included in the registration. The Certificate of Insurance and the \$80.00 registration fee must be submitted each year. A blank Certificate of Insurance has been posted on the City website for your use. A copy of all permits and this registration packet can be found at <http://www.fitchburgwi.gov/316/Permits-Applications> under the Right of Way Permits header.

1. **Registration-Contact Information**
 - Name, address, email address, telephone number, and facsimile numbers of a local representative or designee. Include an emergency phone number available at all times.
2. **Certificate of Insurance-** The required coverages are \$1,000,000 per occurrence for both the General Liability and the Automobile Liability with the City of Fitchburg listed as additionally insured.
3. **Registration Fee** in the amount of \$80.00 to the City of Fitchburg to recover the costs incurred by the City for processing and updating registration information. Checks can be made out to "City of Fitchburg" and mailed to 5520 Lacy Rd, Fitchburg, WI 53711, or payments can be made over the phone (608-270-4200). Accepted credit cards are Visa, Mastercard and Discover. Please reference "Annual Utility Registration" with payment.
4. **Construction Plan-**Every registrant shall at the time of registration file a construction and major maintenance plan with the Public Works Department. The plan shall include, but shall not be limited to the following information:
 - The locations and the estimated beginning and ending dates of all projects planned to be commenced during the next calendar year.
 - The tentative locations and estimated beginning and ending dates of all projects contemplated for the two years following the next calendar year.



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All regular permit application fees will be billed on a quarterly basis. Failure to obtain a permit prior to commencing work will require the applicant to pay double the fees to the City prior to continuing.

Failure to register or submit a construction and major maintenance plan may result in any or all of the following:

1. Refusal of future permits; revocation, suspension or refusal to extend an existing permit.
2. Forfeiture of not less than one hundred dollars (\$100) or more than six hundred dollars (\$600). Each day such violation or failure to comply continues shall be considered a separate offense.

Correspondence related to this matter, including remittance of the Insurance Certificate and registration fee, should be sent to pwpermits@fitchburgwi.gov. **All requested materials should be submitted on or before January 29, 2021.**

INDEMNIFICATION AGREEMENT

WHEREAS, _____, has made application to place facilities in the public right-of-way; and,

THEREFORE, in consideration of placing facilities in the public right-of-way, Registrant agrees to the following:

Registrant shall be liable to and agrees to indemnify, defend and hold harmless the City of Fitchburg, and its officers, officials, agents and employees against loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City of Fitchburg or its agents or employees 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 or use thereof, arising from, in connection with, caused by or resulting from, in whole or in part, any act or omission of Registrant, its agents, employees, or subcontractors, or whether caused by or contributed to by the City of Fitchburg, its officers, officials, agents, or employees.

REGISTRANT:

BY: _____

Name and Title

Personally came before me this _____ day of _____ 201__, the above named _____ of _____, known to be the person who executed the above instrument as an officer of said corporation, and acknowledged that he execute the foregoing instrument as authorized by said corporation.

Notary Public, Province of _____

My Commission _____

INSURANCE REQUIREMENTS CITY OF FITCHBURG

CERTIFICATES OF INSURANCE:

The Contractor shall instruct his/her insurance carrier to complete a Certificate of Insurance. The attached City of Fitchburg Certificate of Insurance form may be used. This insurance certificate shows the type, amount, class of operations covered, effective dates and dates of expiration of policies. Contractors should also be aware that unless the coverage limits are those specified below, approval would not be granted. Failure to have proper insurance can result in your prequalification being revoked. It can also stop any work you may be doing on a project.

A. INSURANCE REQUIREMENTS FOR:

Public Works Contractors and Contractors Prequalified to work in public right-of-way for construction of storm and sanitary sewer laterals, and water services restricted to terrace; and/or utility construction, i.e., natural gas piping and electrical and telephone transmission facilities; and contractors licensed to work within the public right-of-way for private parties.

Contractor's Liability Insurance:

It shall be the contractor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against the responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance requirement has been obtained.

Worker's Compensation Insurance:

The Contractor shall procure and maintain during the life of this Contract Worker's Compensation Insurance as required by Wisconsin and other applicable laws on employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance.

General Liability Requirements:

The Contractor shall procure and maintain during the life of this contract, commercial general liability insurance including, but not limited, to contractual liability insurance and property damage insurance in the amounts:

Not less than: \$1,000,000 PER OCCURRENCE, for bodily injury and death, and property damage insurance in an amount not less than \$1,000,000 PER OCCURRENCE, and shall be primary, with the City of Fitchburg as an additional insured. THE CITY OF FITCHBURG MUST BE LISTED AS ADDITIONAL INSURED ON GENERAL LIABILITY POLICY.

Automobile Liability Insurance Limits:

The Contractor shall procure and maintain during the life of this Contract commercial automobile liability insurance covering owned, non-owned and hired automobile for limits of not less than:

\$1,000,000 PER OCCURRENCE, and shall be primary with the City of Fitchburg as an additional insured for the life of this contract. THE CITY OF FITCHBURG MUST BE LISTED AS ADDITIONAL INSURED ON BUSINESS VEHICLE/AUTO POLICY.

A copy of the City of Fitchburg's Blank Certificate of Insurance Forms is attached for your use.

Subcontractor's Insurance:

The Contractor shall insure the activities of his/her subcontractors in its own policy.

Insurance for the Construction of City Buildings:

The City will effect and maintain for the benefit of the parties to Contracts for City Buildings, as their interests may appear Builder's Risk Insurance to the extent of 100% of the value incorporated in the building as well as materials stored on the site, to be incorporated in the building, including form work in place, form lumber on site, temporary structures, equipment and supplies incidental to the construction of the building.

The insured loss, if any, is to be adjusted with and payable to the City as Trustee for the parties to the contract as their interest may appear.

Machinery and construction equipment, owned or rented by the Contractor, such as but not limited to: mixers, hoists, cranes, scaffolding, miscellaneous and small tools, canvasses, tarpaulins, forms and shores (the capital value of which is not wholly included in the cost of the work) and Contractor's job office and warehouse, are not covered in this insurance.

The City, Contractor and all Subcontractors waive all rights each against the others, for damages caused by fire or other perils covered by the Builder's Risk Insurance, except such rights as they may have to the proceeds of insurance held by the City as Trustee. This provision shall only apply to the contracts for the construction of buildings.

Additional Requirements

The Municipality, its officials, and employees are named on General Liability and Auto Liability as Additional Insured regarding:

- (a) Activities performed for the Municipality or on behalf of names insured
- (b) Products and completed operations of the Names Insured
- (c) Premises owned, leased or used by the Name Insured

Contractual Liability Coverage Applying to This Contract

The named insured will mail to the City of Fitchburg, 30 days written notice of cancellation or reduction of coverage or limits.

B. INSURANCE REQUIREMENTS FOR: CONTRACTORS LICENSED AS CONCRETE LAYERS, ASPHALT PAVERS AND/OR MUDJACKERS:

The Licensed Contractor shall instruct his/her Insurance Carrier to complete a Certificate of Insurance which will specify the limits as stated below, with the **City of Fitchburg listed as additional insured on both commercial general liability and commercial general auto.**

Commercial General Liability Limits to Meet or Exceed

Bodily Injury & Property Damage` \$1, 000,000 each occurrence

Commercial General Auto (Including owned, hired, and non-owned)

Bodily Injury & Property Damage \$1,000,000 each occurrence

Licensed Contractors should note that unless the insurance requirements as stated above are adhered, approval for license cannot be granted.

Worker's Compensation Insurance:

The Contractor shall procure and maintain during the life of this Contract Worker's Compensation Insurance as required by Wisconsin and other applicable laws on employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance.

Please ask your insurance agent to send a new certificate of insurance each time the old one expires.

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

Return completed certificate to:
 City of Fitchburg
 Public Works Department
 5520 Lacy Road
 Fitchburg, WI 53711

**CERTIFICATE OF INSURANCE
 -TO-
 CITY OF FITCHBURG**

**Questions?
 Call 608-270-4266
 Fax: 608-270-4275**

Fitchburg, Wisconsin (the Municipality)
 A Wisconsin Municipal Corporation

This Certifies to the Municipality that the following described policies are issued to the insured named below and are in force at this time.

Named Insured: _____

Address: _____

**This Certificate is furnished to the Municipality to induce the Municipality to take an official action and may be relied upon by the Municipality.
 Description of operations/locations/products insured**

POLICIES AND INSURERS	LIMITS	COMPANY NAME & POLICY NUMBER	EXPIRE DATE
Worker's Compensation _____ (Insurer)	Employer's Liability \$ _____		
Commercial General Liability _____ (Insurer)	Each Occurrence \$ _____ Aggregate \$ _____		
Business Auto Policy Liability Coverage Symbol _____ (Insurer)	Ea. Person \$ _____ Ea. Accident \$ _____ Ea. Accident \$ _____ Combined Single Limit \$ _____		
Umbrella Liability _____ (Insurer)	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

The following coverage or conditions are in effect:

YES

The Municipality, its officials, and employees are named on General Liability and Auto Liability as Additional Insured regarding

- (a) Activities performed for the Municipality or on behalf of named insured X
- (b) Products and completed operations of the Named Insured, X
- (c) Premises owned, leased or used by the Named Insured X

Products and Completed Operations

The undersigned will mail to the Municipality 30 days written notice of cancellation or reduction of coverage or limits. X

Contractual Liability Coverage Applying to This Contract X

This Certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

Notwithstanding any requirement, term or condition of any contract or other documents with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Agency or Brokerage: _____

Address: _____

Name of Agent: _____ Phone No. _____ Fax No. _____

Insurance Company: _____ Home Office: _____

Signature of Authorized Agent _____ Date: _____

