

**CONTROLLED ACCESS HIGHWAY
RIGHT-OF-WAY OCCUPANCY AGREEMENT**

between

**BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN
SYSTEM**



CCI Systems



and the

WISCONSIN DEPARTMENT OF TRANSPORTATION



8/16/11

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ATTACHMENTS

- A. [Board's Facility Locations / Bridge Attachments & Corresponding Individual Occupancy Permit Numbers](#)
- B. [DT1553, Application/Permit to Construct and Operate Utility Facilities on Highway R/W](#)
- C. [WisDOT Fiber Route Maps](#)
- D. - [Programmatic Environmental Criteria Checklists](#)
 - Environmental Report by SEH
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1. INTRODUCTION

This Agreement between **The Board of Regents of the University of Wisconsin System** (Board) and CCI Systems (CCIS), a public-private partnership (collectively: Partners) for themselves and for their employees, agents, contractors, and the Wisconsin Department of Transportation (WisDOT), specifies the terms and conditions required by WisDOT to enable the Partners to construct, operate, and maintain fiber optic communication facilities longitudinally within WisDOT's Controlled access highway right-of-way (R/W) in exchange for the rent-free use of communication facilities, or both. WisDOT's authority to enter into this Agreement includes sections 66.0831, 84.01(30), 84.08, 85.15, 86.07(2), 86.16, and 182.017, Wisconsin Statutes (2007-08).

2. UTILITY ACCOMMODATION POLICY

Unless otherwise specified in this Agreement or R/W occupancy permit, WisDOT's *Utility Accommodation Policy (UAP)* shall govern during all aspects of construction, operation, and maintenance of the Partner's communication facilities. The *UAP* is also known as Highway Maintenance Manual (HMM) [09-15-00](#). WisDOT updates the *UAP* from time to time, and the Partners may subscribe to receive update notifications automatically at: <http://www.dot.wisconsin.gov/business/rules/property-permits.htm#utility>. Facilities installed by the Partners prior to changes in the *UAP* shall not be expected to meet the new version unless modifications to those facilities require an occupancy permit from WisDOT or are required by federal, state or local laws, codes or ordinances. By signing this Agreement, the Partners acknowledge that they have received, read, and understood the *UAP*.

3. PRELIMINARY CORRIDOR SURVEYS

The Partners may perform preliminary corridor surveys to develop engineering plans, check for environmental conditions, perform soil borings, etc. If the Partners elect to perform a corridor survey, it shall submit for approval form DT1812, "Application/Permit to Work on Highway Right-of-Way" from WisDOT prior to doing any work.

4. RIGHT-OF-WAY USE

The Partners shall use WisDOT's R/W only for the construction, operation, and maintenance (collectively: operations) of a longitudinal communications facility. Any other use of the R/W without the prior written permission of WisDOT shall constitute breach by the Partners of this Agreement. The use of the R/W along with all corresponding operations shall:

- 1) Be in accordance with the requirements of all applicable governmental agencies including the Federal Communications Commission (FCC), the United States Corps of Engineers, and the Wisconsin Department of Natural Resources.
- 2) Comply with all laws, orders, ordinances, regulations, licenses and permits, if any, of federal, state, and local authorities.
- 3) Not interfere with WisDOT's use of its property, the free and safe flow of traffic, WisDOT construction or maintenance work, or with WisDOT's radio or other communications unless prior written approval is expressly granted by WisDOT.
- 4) Not interfere with the operations of any utility or other communications carrier.
- 5) Not cause any public safety hazard.

5. HIGHWAY LOCATIONS

This agreement is specific to highways in Grant, Lafayette, Iowa, Dane, Douglas, Washburn, Barron, Chippewa, Eau Claire, Clark, Wood, Portage, Marathon, Shawano and Langlade Counties. A complete list of the specific sections along each WisDOT highway is included as [Attachment A](#).

6. OTHER UTILITIES

Subject to WisDOT approval, the Partners shall be allowed to have other utilities installed to serve their facilities. All utilities shall first obtain a permit from WisDOT in order to occupy its R/W. The Partners shall be solely responsible for and timely pay all of their utility costs.

7. PERMITS

The Partners shall follow WisDOT's standard utility permit process to facilitate the installation of their facilities. Neither this agreement nor any permit issued grants the Partners or any other person or entity an easement nor any property right or interest to the occupied WisDOT R/W, nor supersedes any other governmental agencies' more restrictive requirements.

The Partners shall fill out and submit WisDOT's current form DT-1553, "Application/Permit to Construct and Operate Utility Facilities on Highway Right-of-Way" [see [Attachment B](#)], for their installations along with detailed engineering plans depicting the proposed alignment locations. See [HMM 09-15-15](#). All submissions shall be done electronically. Upon receiving an application in the Bureau of Highway Maintenance, WisDOT shall have 20 calendar days in which to approve, deny or return the permit if deemed incomplete. WisDOT reserves the right to suspend permits or withhold permit approvals for non-compliance violations as outlined in section 13B of this Agreement.

The permits covered under this Agreement are for I-39, US 2, US 10, US 18, US 51, US 53, US 151 and WIS 29. Permits to longitudinally occupy 2-lane highways or cross any other state trunk highway shall be submitted separately to the appropriate region office. Permits for joint construction, if applicable, cover the location and installation of facilities for both the Partners and a separate carrier, but each entity is still obligated to comply with its own Agreement and WisDOT's *UAP*. The Partners are also obligated to obtain the necessary permits from those local jurisdictions whose highways cross over or under WisDOT's R/W even though the Partners are technically within WisDOT's R/W.

8. AGREEMENT/PERMIT TERM LENGTH

The Agreement term shall be 20 years from the date of signing by WisDOT. The Partners shall have the option to renew for one, successive 20-year term. If the Partners exercise their option to renew, then the Partners and WisDOT agree to begin negotiations regarding any alterations that may be necessary to the original Agreement at least one year prior to its expiration date. If the original Agreement expires before it can be revised, the Partners shall be allowed to continue to occupy the R/W unless WisDOT provides notice of termination as stated in section 13. Such occupancy shall be on a month-to-month basis under the same terms and conditions as this Agreement.

Each of the individual occupancy permits for the construction, operation, and maintenance of the Partners' communication facilities shall become part of this Agreement upon issuance as [Attachment A](#), and expire at the same time as this Agreement. Other permits issued to the Partners prior to actual construction (e.g., for preliminary corridor surveys) or for changes beyond routine maintenance after construction [see [HMM 09-15-15 \(3.0\)](#)], shall be effective for the dates listed on each individual permit and shall not affect the terms of this Agreement. Once the Partners and WisDOT achieve a renewed Agreement, new permits may be issued or the existing permits extended for the subsequent term.

9. CONDITIONS OF ISSUING OCCUPANCY PERMITS

The Partners and WisDOT agree to the following conditions in conjunction with WisDOT's authorization of occupancy permits in controlled-access highway R/W for a 20-year period:

- 1) CCIS shall be allowed to construct a 96-count fiber optic cable on the highways listed in section 7 including any conduit necessary to protect the cable, except that a 144-count fiber cable will be installed on US 151 in Platteville from CTH D to CTH XX/Bus 151 (Dubuque Rd) and on US 53 from West River Road in Chippewa Falls to CTH O in Rice Lake. Conduits measuring 1¼" inside diameter may be used in boring applications. Handholes are allowed at various locations along each route measuring 24" x 36" x 30" with approximately 80 feet of fiber coiled inside each one.
- 2) Upon the end of construction and per a separate agreement between the Partners, CCIS will transfer ownership of 54 fibers (or 102 fibers for a 144-count cable) to BRUWS. From that point, the Partners will operate their own fiber portions but will share maintenance costs. CCIS and its subcontractors will perform said maintenance including all locates.
- 3) In lieu of paying WisDOT's fee for the longitudinal occupation of controlled-access R/W, the Partners shall grant WisDOT an indefeasible right of use (IRU) of 12 strands of fiber along all routes highlighted in [Attachment C](#), which shall be allocated from the BRUWS fibers.
- 4) If WisDOT needs additional access along the IRU fiber, it must be discussed with the Partners for approval. WisDOT will be responsible for all additional access related expenses.

- 5) WisDOT shall be responsible for monitoring its IRU strands, along with the maintenance of its own equipment necessary to operate its IRU fiber.
- 6) In case of connectivity loss for the fiber, the Partners shall resolve the problem within one hour (up to four hours in remote locations) or notify WisDOT with a plan and estimate for resolution.
- 7) The Partners shall provide WisDOT with a 72-hour notice of planned maintenance, which may or may not include a planned service outage.
- 8) WisDOT shall be responsible for a portion of facility relocation costs. Either a 96- or 144-count fiber optic cable will be installed as part of this Agreement, with 12 IRU strands to WisDOT. With a 96-count cable, WisDOT's portion of the relocation costs is **12.5%** ($12/96 \times 100$). With the 144-count cable, WisDOT's portion of the relocation costs is **8.3%** ($12/144 \times 100$).
- 9) WisDOT shall not be responsible for any maintenance, locate, emergency repair, and engineering costs for the IRU fiber, nor for any additional costs other than what is listed in this Agreement.
- 10) The Partners shall be allowed random ingress/egress from a controlled-access highway shoulder to facilitate the loading/unloading of equipment and materials. This special shoulder access **may** require the presence of a law enforcement officer and squad car since a traffic lane or shoulder closure is also required for work zone safety. A lane closure system notification (LCS) is also required. See section 16 for details. The Partners shall pay all costs associated with the law enforcement presence, which includes labor, fringe benefits, meals, and squad car use.
- 11) The Partners shall not be billed for WisDOT's administrative costs for pre-construction corridor surveys, reviewing permit/application forms, random field inspections by staff, meetings, Agreement development, environmental review, legal services, addressing non-compliance issues, and administrative duties such as phone calls, R/W plat retrieval, copying, etc
- 12) WisDOT defines the Partners' installation as a transmission line. Therefore, service connections are not allowed to individual property owners adjacent to the corridor without prior authorization from WisDOT. Subject to WisDOT permit approval, the Partners shall have the right to exit and enter the R/W to make connections to their fiber optic cables for the purposes of extending the existing facilities, or building or connecting to another transmission line.
- 13) The Partners shall obtain new permit approvals from WisDOT, and other applicable governmental agencies and highway authorities, for the future installation of additional fiber to their existing conduits. If construction inspection or a law enforcement presence is required by WisDOT as part of the new fiber installation, the Partners shall be required to pay for those costs in a similar manner as the initial conduit/fiber installation.

10. OWNERSHIP

The facilities installed by the Partners on WisDOT R/W shall be the Partner's property from the date that construction begins and throughout the term of this Agreement and any successor Agreement. The Partners shall retain the rights to grant "indefeasible rights of use" (IRUs) to other parties to enable them to use their conduits or individual fibers. Customers that obtain communications services from the Partners, either through purchasing service or leasing fiber/capacity from the Partners, do not have to pay a R/W occupancy fee to WisDOT nor obtain a R/W occupancy agreement from WisDOT.

Consistent with the terms of applicable federal grants¹, the Partners may sell a portion of their facility (conduits or fibers) to another party. If this occurs, another distinct owner would be occupying WisDOT's R/W. Before any transaction is completed, the new owner shall obtain a similar R/W occupancy agreement from WisDOT and pay an appropriate occupancy fee. The Partners shall notify WisDOT, in writing, a minimum of 30 days prior to the transaction. WisDOT may terminate this Agreement if it discovers that the Partners have sold a portion of their facility without notifying WisDOT.

Upon WisDOT request, the Partners shall submit an affidavit within 30 days to verify that they still own all of the fiber and conduit installed under this Agreement. The affidavit shall include the names, addresses and contacts of any companies that have IRUs for the Partners' fiber.

¹ These grants include: Building Community Capacity through Broadband". Award Number NT10BIX5570115, under the American Recovery and Reinvestment Act ("ARRA"), CFDA program title "Broadband Technology Opportunities Program (BTOP), CFDA #11.557

11. FACILITY RELOCATION

The Partners shall be given an opportunity to relocate their facility within WisDOT R/W if a highway project or other WisDOT-approved use conflicts with its location. In keeping with WisDOT's policy on compensable and non-compensable utility facility moves, WisDOT shall not compensate the Partners to move their facility located within the R/W as part of a highway project. If it is necessary to maintain uninterrupted service, the Partners shall be allowed to temporarily locate to another area of WisDOT R/W at a mutually acceptable location for up to 180 days during the relocation of their facilities to another permanent site.

12. FUTURE ACCOMMODATIONS

This Agreement does not provide exclusive use of WisDOT R/W by the Partners. WisDOT may allow utility installations adjacent to the Partners' facilities, and shall provide for a reasonable distance (5-foot minimum) to be maintained from the Partners' facilities to minimize potential conflicts, reduce the possibility of accidental damage, and still retain a corridor that could be utilized by other communication companies in the future. WisDOT may encourage other communications companies interested in locating within the Partners' corridor to talk to the Partners about leasing part of their facility to minimize the number of times that WisDOT's R/W is disrupted.

13. TERMINATION

This Agreement, or any individual occupancy permit, may be terminated at any time upon mutual consent of the Partners and WisDOT. Upon Agreement termination, all occupancy permits issued to the Partners and in effect at the time shall also terminate. In addition, this Agreement may terminate as follows:

A. By WisDOT for Convenience

WisDOT may revoke any individual occupancy permit if its own use or sale of the R/W would be facilitated by relocation of the Partners' facilities, and shall provide the Partners with written notice a minimum of one year prior to such termination. During this period, WisDOT shall work with the Partners to find a suitable replacement area on the R/W (which includes any bridge) near the terminated location.

B. By WisDOT for Non-Compliance

WisDOT may terminate this Agreement or revoke an occupancy permit if the Partners:

- 1) Fail to comply with the terms of this Agreement, or any special occupancy permit provisions.
- 2) Fail to comply with the *Utility Accommodation Policy*, or fail to take the proper action(s) required by WisDOT to correct UAP violations.
- 3) Violate federal, state, or local laws, codes, ordinances, licenses or permits applicable to the ownership, operation, or maintenance of their facilities.
- 4) Interfere with WisDOT's operations and fail to cure such interference after timely notice by WisDOT.
- 5) Operate in a manner that threatens public safety. *Exception:* WisDOT shall not have the authority to determine that the Partners' operations threaten public safety due to concerns or complaints relating to electromagnetic emissions or other matters within the regulatory authority of the FCC or any other state or federal authority having appropriate jurisdiction, provided that the Partners are in compliance with all applicable laws and regulations of the FCC and other applicable authorities.

The specified items in 1-5 shall hereinafter be referred to as "non-compliance" actions. If public safety is threatened or there is some other non-compliance action that requires the Partners' prompt attention, WisDOT shall provide the Partners with an oral or facsimile notice and the Partners shall immediately act to achieve a cure. A subsequent written notice shall follow.

With other non-compliance actions, WisDOT shall provide the Partners with written notice and the Partners shall have up to 60 days after receipt of the notice to cure the action, or start the cure, if by its nature, the condition cannot be cured within that time. The Partners may ask for an extension if the cure could take longer than 60 days. With any non-compliance action, WisDOT may temporarily suspend any (all) occupancy permit(s), shut down work in-progress, or withhold the approval of permit applications until the Partners take action towards a cure to the satisfaction of WisDOT.

If, in WisDOT's reasonable opinion and after due consultation with the Partners, a cure has not been made for non-compliance actions in accordance with the terms of this Agreement, the Partners shall be provided with written notice of termination of the applicable occupancy permit(s) or the entire Agreement. Upon termination of this Agreement or any occupancy permit(s) for non-compliance actions, WisDOT **may** require the Partners to do **one** of the following:

- 6) Forfeit ownership of their entire communications facility on WisDOT R/W (conduits and fiber optic cables) or only the portion of the facility used by WisDOT if the entire Agreement is terminated, or only the portion covered under an occupancy permit if that permit is revoked, as long as the facility does not pose an environmental hazard. This does not include the equipment necessary to operate or "light up" the fiber.
- 7) Remove all of their facilities if the entire Agreement is terminated, or only those facilities affected under an occupancy permit if that permit is revoked, except for those portions used by WisDOT, within 60 days, and return the R/W to an equal or better condition than what existed upon issuance of the occupancy permit (normal wear and tear and casualty loss excepted) at the Partners' sole cost and expense.

The Partners shall not have any further obligation with respect to a R/W area if WisDOT exercises its option to keep the communications facilities in that area. The Partners' failure to comply with respect to an individual occupancy permit may not necessarily result in default to all occupancy permits. If WisDOT notifies the Partners to remove their facilities and fail to comply within 60 days of the notice, then WisDOT shall have the facilities removed and bill the Partners for the reasonable cost of removal or deduct such costs from moneys due the Partners under this Agreement.

C. By the Partners for Commercial Reasons

The Partners may terminate this Agreement or any individual occupancy permit on 30 days written notice to WisDOT if:

- 1) At any time during the term of this Agreement, it becomes commercially, economically, technologically, or legally inadvisable in the Partners business judgment to utilize WisDOT's R/W, or if all or a significant portion of the Partners' facilities are destroyed by a natural disaster, fire, war, or other calamity.
- 2) Any required certificate, permit, license or approval is denied, canceled or otherwise terminated for reasons beyond the Partners' control such that they are unable to use WisDOT's R/W for their intended purposes.

Upon the Partners' termination of this Agreement or any occupancy permit(s) for commercial reasons or expiration of this Agreement without renewal, the Partners shall forfeit any prepaid fees, if applicable, to compensate WisDOT as liquidated damages, and **may** do **one** of the following:

- 3) Sell the communication facilities to another communications company. The new company shall enter into a new Agreement with WisDOT upon mutually agreeable terms and conditions.
- 4) Abandon their facilities in place provided they do not interfere with WisDOT's operations, and the Partners prove, to the satisfaction of WisDOT, that the facilities do not pose an environmental hazard.
- 5) Remove all of their facilities within 60 days, except for the portion used by WisDOT, and return the R/W to an equal or better condition than what existed upon issuance of the occupancy permit(s) (normal wear and tear and casualty loss excepted) at the Partners' sole cost and expense.

Nothing in this section shall excuse the Partners from the prompt payment of any fees, taxes, insurance or any other charges required of the Partners.

14. EMERGENCIES

The Partners may respond to any emergency related to their facility without first obtaining a permit from WisDOT so long it follows *UAP* guidelines while handling the emergency. If necessary, the Partners shall submit a permit application after the emergency to document any changes to their facility. The Partners shall pay all costs associated with any fire calls for emergency responses to their facilities. WisDOT shall bill the Partners for the amount billed to WisDOT by a town, village, or city fire department under sections 60.557(2), 61.65(8), and 62.13(8) Wisconsin Statutes (2007-08), respectively.

15. ENVIRONMENTAL COMPLIANCE

The Partners shall comply with existing or hereinafter enacted environmental laws or regulations that apply to or affect the operation of the Partners' facilities covered by this Agreement or any occupancy permit. The Partners shall not generate, store, or dispose of any hazardous materials nor transport those materials to or from the R/W. The Partners' facilities shall not constitute, contain, generate or release any hazardous material as defined under federal, state, and local laws.

The Partners shall perform an environmental analysis for each highway region within which they want to place facilities before any occupancy permits are issued for that region. The screening sheets in [Attachment D](#) may be used to document the analysis and submitted prior to Agreement approval or with each permit application or a separate environmental document may be submitted. If any question on the screening sheets is checked "No", then the Partners shall work with the region environmental coordinator to resolve the conflict before a permit can be issued.

The Partners shall be responsible for obtaining all of the necessary permits or approvals from the Wisconsin Department of Natural Resources, and U.S. Army Corps of Engineers. Copies of those approvals/permits shall be submitted prior to starting construction and included as a supplement to [Attachment D](#) or the separate environmental document.

If WisDOT has an improvement project near the Partners' location(s) and has done an environmental assessment for that project at any time, WisDOT shall furnish the Partners with that information upon request. Any information provided to the Partners shall be considered "*for informational purposes only*" since the assessment may be incomplete or inaccurate, i.e., conditions at a particular location may change between the date of the field investigation or report, and the date a report is reviewed.

[HMM 9-15-50](#) shall be used if the Partners discover any environmental conditions on WisDOT R/W – before, during, or after installation of their facilities. The Partners shall not be responsible for the assessment, mitigation or remediation of preexisting R/W conditions unless their operation causes the material to be disturbed and the Partners fails to follow HMM 9-15-50 (5.0). When R/W remediation must be undertaken because of contamination from materials generated by the Partners not preexisting on the R/W, the Partners shall initiate, finance, and carry out a WisDOT approved remediation plan.

The obligations of the Partners set forth in this section shall survive the termination of this Agreement. However, if the Partners remove all of their facilities from a R/W area and complete the required restoration or is allowed by WisDOT to leave their underground facilities in place, and provides WisDOT with a survey from an environmental consultant licensed to do business in Wisconsin documenting that the area is free and clear from all contaminants generated by the Partners, then this obligation shall be released in writing by WisDOT for that particular location.

16. INSTALLATION REQUIREMENTS

The Partners shall be responsible for obtaining all of the required approvals or permits from agencies outside of WisDOT before commencing any construction activity on WisDOT's R/W, and submitting evidence of those approvals or permits with each applicable occupancy permit application. The Partners shall complete construction of their facilities by **August 31, 2013**. If the Partners fail to complete said construction, WisDOT shall have the option of revoking the permit and issuing a new one, or extending the time frame for completion. All installations shall follow the guidelines set forth in WisDOT's *UAP*, except as specified in this Agreement or in any special occupancy permit provisions. Specifically:

A. Contact List/Scheduling

The Partners shall provide WisDOT with the names and telephone numbers of the people in charge of their field operations as well as other staff members who are assigned to the project and permanently stationed at the Partners' headquarters. This includes people who are responsible for

the overall project, specific sections, or boring crews. It also includes any subordinates or team leaders who may make key decisions and any consultants/contractors who are hired by the Partners.

Field personnel shall have cellular phones or pagers that would enable WisDOT to contact them at any time. The Partners shall provide WisDOT with the staff names and corresponding phone numbers no later than the pre-construction meeting (section 16E) and shall update them as necessary within three working days of a change.

The Partners shall also provide a weekly schedule of all field operations in WisDOT R/W to the region utility permit coordinator, Bureau of Highway Maintenance staff, and State Patrol Region office for their respective counties. See [Attachment E](#) for a sample format. The schedule shall be provided by 8:00 AM every Monday morning, or the first working day of the week in case of a Monday holiday, and may be sent by email (preferred) or fax. Specifically, the information provided shall include:

- 1) Contractor name(s) and/or the Partners crew number (or other identifying feature).
- 2) Lead contact person in the field for each contractor or crew listed in #1.
- 3) Cell phone number and/or pager number of #2.
- 4) Contractors' main office phone numbers.
- 5) Crew locations: County, highway, and termini (milepost range, road crossing(s), or other identifying features).
- 6) Brief description of planned operation for the week: include planned work activities, stoppages, number of crews, etc.

If schedules are not received by 8:00 AM, WisDOT may shut down the work operation within the region(s) involved.

B. Right-of-Way Access

Access to WisDOT's interstate R/W shall be from adjacent lands, frontage roads, or crossing highways, and may be allowed from the shoulder of the highway under the strict provisions as outlined in section 16C. **WisDOT does not authorize the use of any median crossover on any interstate, freeway, or other applicable Controlled-access highway for any reason. Such activity is illegal and subject to a citation and fine.**

The Partners may temporarily remove a portion of WisDOT's security fence to gain R/W access. The Partners shall be responsible for restricting access by others during the period when the fence is open. Overnight, the security fence shall be restored, a temporary fence installed, a locked gate installed, or some other way of securing the fence used to deter access by people and animals.

C. Traffic Control

All work zone traffic control shall be in accordance with the Wisconsin Manual on Uniform Traffic Control Devices. Additional guidance is available from WisDOT through a booklet entitled, [Work Zone Safety, Guidelines for Construction, Maintenance, and Utility Operations](#) or from [HMM 9-15-60](#). For freeway/expressway operations that continuously remain more than 35 feet from the edge of the closest traffic lane, work zone signing is not required. For operations that remain entirely beyond the delineator posts, a shoulder closure is not needed.

When unloading/loading from the interstate shoulder where the vehicle count is 50,000 AADT (Annual Average Daily Traffic) or more, a lane closure shall be required. Lane closures are not required if the unloading/loading vehicle can park entirely off the paved shoulder, or if it can safely have the driver's side wheels on the paved shoulder and the passenger side wheels on the gravel shoulder or grass inslope, without causing any damage to the shoulder. A lateral safety buffer of at least **six** feet shall be provided between the edge of the traffic lane and the vehicle. If this buffer distance cannot be met, then a full lane closure shall be required.

With **any interstate or freeway** lane or shoulder closure where the vehicle count is 50,000 AADT or more, a law enforcement officer and squad car **shall** be present at all times to monitor the work zone. A truck mounted attenuator (TMA) is recommended, but not required, to provide additional protection of vehicles and equipment parked along the shoulder. The closed lane shall remain free of all vehicles, equipment, and other obstacles to provide a lateral safety buffer.

To properly access from the interstate shoulder, the following provisions shall be strictly adhered to:

- 1) **Prior to** loading/unloading equipment or materials, set up proper traffic control to close the right lane (if required) or shoulder, including a law enforcement officer and squad car.
- 2) The Partners shall move their vehicles, equipment, and materials onto the shoulder **after** authorization from the officer present at the scene.
- 3) The lane closure shall be taken down (if utilized), and proper traffic control reestablished for a shoulder closure once the unloading has finished, and if the vehicles or equipment need to remain parked on the shoulder to facilitate the Partners' operation.
- 4) Lane closures shall not take place during weekday peak hours from 6-9 AM and 3-6 PM or during holiday work restriction times (see section 16D) unless specifically authorized by law enforcement and the appropriate highway region representative(s).
- 5) Lane closures may occur between 6 PM and 6 AM upon authorization from the appropriate law enforcement agency or WisDOT.

When unloading/loading from the interstate shoulder, a lane closure may be used, but is not required. A shoulder closure shall be set up prior to any vehicles arriving and shall remain in place until all operations are beyond the delineator posts or the vehicles have departed. The use of a TMA is recommended, but not required.

The Partners shall procure the use of a law enforcement officer and squad car to protect all vehicles as they decelerate and maneuver from the live lane to the shoulder. If no law enforcement presence is available, then the Partners shall reschedule their unloading/loading operation. Once the vehicles have parked on the shoulder, the law enforcement officer shall resume his/her normal duties. A law enforcement presence may be used as the vehicles depart from the shoulder, but is not required. No vehicle or any piece of equipment shall be allowed to park on any shoulder overnight.

Shoulder closures are not needed when:

- 6) The work activity is beyond the delineator posts.
- 7) The Partners, contractor, or state/county inspector vehicles are stopped on the shoulder for a short duration (½-hour maximum).
- 8) Work vehicles or equipment needing to use the shoulder temporarily (1-2 minutes) to get around a culvert or other natural feature that block their path by the R/W line.

D. Hours of Operation/Holiday Work Restrictions

The Partners are authorized to work between sunrise and sunset Monday through Friday. No weekend or nighttime work shall take place unless authorized by WisDOT. Additional work restrictions may be imposed to accommodate rush hour traffic in urban areas on a permit-by-permit basis. The Partners shall not work anytime during the following peak holiday travel periods:

- 1) Easter Weekend
- 2) Memorial Day Weekend
- 3) Fourth of July Weekend
- 4) Labor Day Weekend
- 5) Opening of Deer Hunting Season
- 6) Thanksgiving Weekend
- 7) Christmas Weekend

In most cases, the restriction will take place from 12 Noon on the Friday proceeding the holiday, until 6 AM on the following Monday or Tuesday following the holiday. The region office will make the exact determination of the restriction.

In addition, the Partners shall not have any lane or shoulder closures from 12 Noon on Friday until 6 AM on the following Monday during all weekends between Memorial Day and Labor Day weekends. The Partners may still work during those weekend times, but would have to load/unload equipment only upon authorization from the appropriate law enforcement agency.

E. Pre-Construction Meetings

WisDOT and the Partners, along with their contractors and consultants, Wisconsin State Patrol, County Sheriff's Departments, and DNR representatives shall meet at least two weeks prior to the start of construction in each region to discuss the entire project and its corresponding timetable. No work shall begin without a pre-construction meeting.

F. WisDOT Inspections

WisDOT reserves the right to inspect the work in progress either with WisDOT personnel or county highway department personnel who are under contract with WisDOT for highway maintenance services. WisDOT shall also hire consultant personnel at the Partners' expense to provide full-time inspection of the Partners' installation. A copy of any permit issued to the Partners shall be present at any job location during all work times.

G. Diggers Hotline

Whichever Partner maintains the facilities (or both if both maintain) shall become a member of Wisconsin's one-call network, Diggers Hotline, if it is not already a member.

H. Bridge Attachments

Any attachment by the Partners shall be approved by WisDOT's bridge section **prior** to permit approval. No bridge member (girder, diaphragm, lateral bracing, etc.) shall be cut, drilled into, or welded to in any manner to accommodate Partners' facility. Instead, all connections shall be bolted. The hanger assembly designs shall first be approved by WisDOT and shall be included as part of the bridge occupancy permit documentation. The designs shall also include mechanisms that will allow the hanger assemblies and ducts to expand and contract in a similar manner as the bridge. The Partners shall provide WisDOT with the total dead load of the hanger assemblies, ducts, and fiber cables. The duct assemblies shall not be fitted through either abutment.

During their operation, the Partners shall take all necessary actions to prevent anything from falling into any river. If something large enough to constitute a navigational hazard (e.g. section of falsework, conduit, etc.) does fall into a river and it cannot be retrieved immediately, The Partners shall contact a DNR conservation warden. The Partners shall immediately report any hazardous material spill (gasoline, oil, paint, etc.) to DNR at 1-800-943-0003.

I. Horizontal Location Within Corridor

The Partners shall install their fiber optic cable at the locations shown on the **approved** occupancy permits only. Deviations from these locations may be allowed, but shall first be approved by the region utility permit coordinator or his/her designee. "As-built" plan sheets showing the approved deviations and handhole locations shall be sent to the appropriate region office and Central Office within three months after project completion.

J. Vertical Location Within Corridor

The Partners shall bury all fiber optic cables that are placed in WisDOT's R/W. In addition to compliance with [HMM 09-15-45 \(3.4\)](#), all cables shall be placed at a depth of 30 inches or more with a plastic "warning" tape placed approximately one foot above the cables to prevent accidental cutting. The Partners may install their cable by means of plowing or directional boring. At specific locations as directed by WisDOT (e.g. under culverts, crossroads, trees, etc.), the Partners shall directional bore.

K. Work Area Protection During Non-Work Times

The Partners shall store their equipment/materials off the R/W during non-work times if possible. If necessary, the Partners may store their equipment/materials on the R/W provided they are placed as close to the R/W line as possible and outside of the clear zone. The Partners shall ensure that any excavation left open during non-work times is well marked and secured from public intrusion.

L. Erosion Control

In accordance with [HMM 09-15-55](#), the Partners shall submit a formal erosion control plan since their operation will most likely have open excavations and disturbed soil from equipment tracks for more than a 24-hour period. [See Attachment D](#). The Partners shall take all steps necessary to prevent soil from getting into nearby waterways and shall protect excavated areas with the proper erosion control devices to contain the soil directly at the location. All necessary erosion control devices shall be in place prior to starting any construction.

M. Right-Of-Way Restoration

The Partners shall restore any WisDOT R/W disturbed to its original (as best as practical) condition within **two weeks** after installing their facilities. Upon notification from WisDOT, the Partners shall temporarily restore rutted R/W up to 15 feet from the shoulder edge **one week** prior to the scheduled date of mowing operations in the area. WisDOT may allow time extensions for restoration in case of inclement weather, poor soil conditions, or if the Partners' operations would track over the same disturbed areas – provided that proper erosion control BMPs are in place to protect those areas.

If the Partners fail to do restoration within the required time, WisDOT shall have the R/W restored and bill the Partners for the work. Special seed mixes may be required by WisDOT for surface restoration to prevent the establishment of non-native forbs and grasses in the area. The Partners' contractors shall thoroughly wash all equipment before bringing it to the job site if such equipment was used in other states prior to being in Wisconsin.

N. Working Around Trees & Tree/Vegetation Removal

The following guidelines have been developed to assist the Partners when working around trees and other types vegetation (See [Attachment F](#) for graphic representation). The Partners:

- 1) Shall bore under trees **planted** by WisDOT for aesthetics, living snow fence, or screening, along with those **volunteer** trees greater than 8-10" DBH (diameter measured at breast height). WisDOT shall identify planted and volunteer trees in all locations prior to any construction.
- 2) May remove **isolated, volunteer or scrub** trees that are less than 8" DBH unless it is a visual landmark or adjacent to a property owner's home.
- 3) May locate their facility inside (towards the highway) any **isolated** trees, a **stand** of trees, or **planted** snow-fence provided there will be 50 feet or more from the edge of pavement (painted stripe) to the proposed facility location, and at least 8 more feet from that location to the nearest tree trunk greater than 8-10" DBH, or at least 4 more feet to the nearest edge of living snow-fence. A few (less than 5) trees greater than 8-10" DBH may be removed on the edge of a stand to improve the running line if needed.
- 4) May locate on the backside of the security fence within the 3-foot typical area between the fence and the R/W line to avoid a **stand** of trees. The Partners shall first verify with WisDOT before installation that the 3-foot area exists.
- 5) May clear up to a 13-foot swath of **volunteer or scrub** trees or brush from the fence line. *Brush is defined as trees or vegetation up to 1½" in diameter*
- 6) Shall not clear **any** trees or vegetation that serve as a visual barrier between an adjacent property owner and a sound barrier or the highway.
- 7) Shall not break off any lower branches to accommodate equipment passing nearby. Instead, these branches shall be properly pruned.

In all cases, WisDOT shall review and approve all trees and vegetation proposed for removal prior to being removed for the Partners' facilities. All trees, stumps, and shrubs scheduled for removal shall be completely removed and grubbed and the holes properly backfilled within one foot either side of the Partners' running line, or may be flush cut at or slightly below ground level outside of that area. Dead trees shall be removed if they would constitute a hazard under OSHA regulations.

To prevent Oak Wilt Disease from spreading, oak trees shall not be cut or pruned between April 1 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. This includes any oak stumps that will remain after flush cutting. The Partners shall check with each county they work in to see if there is an Oak Wilt ordinance, and shall adhere to that ordinance if it is stricter than WisDOT specifications. The Partners may dispose of trees by giving them to the adjacent property owner. If that owner does not want the trees, then the Partners may dispose of them as they wish so long as it is off of WisDOT's R/W and out of sight from the traveling public. Trees may be chipped and mulched on the R/W upon approval from WisDOT. The Partners are advised to comply with applicable laws that may regulate the sale or transport of trees.

WisDOT may require the Partners to transplant, or remove and replace, trees or other vegetation that WisDOT planted for a living snow fence or for aesthetic purposes. In addition, the Partners shall

immediately replace any trees cut or removed due to the Partners' or contractor's error that serve as a visual barrier between an adjacent property and a sound barrier or the interstate itself, or were planted by WisDOT for aesthetic purposes. All transplanted or newly planted trees and vegetation shall be maintained by the Partners for a period of two years. If any trees or vegetation die within the 2-year period, the Partners shall replace and maintain them for another 2-year period.

The Partners shall not burn, nor use any pesticides (herbicides, rodenticides or insecticides), on any portion of the R/W without prior approval from WisDOT. WisDOT reserves the right to disapprove any pesticide use – even one approved by the United States Environmental Protection Agency.

O. Aboveground Facility Marking

The Partners may mark their facility with above ground markers spaced at a maximum of 1,000 feet and at critical locations such as road and culvert crossings. The markers should be designed to notify anyone near the facility as to its approximate location, but be small enough that they are not readable from the highway.

P. Lane Closure System (LCS) Notifications

In order to satisfy LCS requirements for WisDOT's 511 System, the Partners shall notify WisDOT a minimum of **three** business days prior to any lane or service-ramp² closure or any shoulder closure lasting more than ½ hour. WIN shall submit a LCS Notification Worksheet (see [Attachment G](#)) to WisDOT's Region traffic sections for review. WisDOT shall be responsible for entering and revising the information into the LCS. For **emergency** situations when any type of shoulder, lane, service-ramp or road closure is required, WIN shall call the State Traffic Operations Center at 800/375-7302.

17. INSURANCE AND SUBROGATION – CCI SYSTEMS

During the term of this Agreement, CCIS shall secure at its cost, maintain in full force and effect at all times, and require any contractor entering and/or performing any type of work whatsoever on behalf of CCIS to have in full force and effect, the following types and limits of commercial insurance:

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED*
1) Commercial General Liability : shall include blanket contractual liability and completed operations coverage.	\$1 million combined single limits per occurrence; may be subject to an annual aggregate limit of not less than \$2 million, and includes an excess liability of \$2 million.
2) Workers' Compensation and Employers' Liability	Workers' Compensation: Statutory Limits Employers' Liability: Bodily injury by accident: \$100,000 each occurrence Bodily injury by disease: \$500,000 each occurrence \$100,000 each employee
3) Commercial Automobile Liability : shall cover all Carrier and contractor-owned, non-owned, and hired vehicles used in carrying out the contract.	\$1 million combined single limits per occurrence
4) Pollution Liability : may be required when Carrier has a bridge attachment over water.	\$1 million per occurrence \$1 million annual aggregate

* These requirements may be satisfied either through primary insurance coverage or through excess/umbrella policies. WisDOT reserves the right to require increased amounts of coverage over the period of the Agreement.

CCIS shall provide WisDOT's contact (listed in [Attachment H](#)) with certificates of insurance as evidence that required coverage for insurance types 1, 2, and 3 are in force. The certificates shall be provided at the time of execution and delivery of this Agreement except that certificates of insurance for contractors entering and/or performing any work on behalf of CCIS shall be provided to WisDOT prior to the contractor entering or commencing any work. All certificates of insurance shall provide that the insurance shall not be canceled by the insurer or the limits reduced below the minimum requirements as listed above without 30 days written notice to WisDOT.

In the event any of the insurance policies listed above expires, a change from one insurance carrier to another occurs, or any changes affecting exposure, exclusions and amounts of coverage changes, CCIS shall submit, within three working days, a new certificate to WisDOT reflecting such information. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin that have an A.M. Best rating of A- or better.

² A service-ramp would be an exit or entrance ramp to I-39, US 53, etc.

18. HOLD HARMLESS, INSURANCE AND SUBROGATION – BOARD OF REGENTS

To the extent provided by law, the State will pay for the costs and damages caused by the negligent acts of any officer, employee or agent acting within the scope of his or her State of Wisconsin authority. The State of Wisconsin is self-funded for liability purposes. All Claims must be filed pursuant to applicable Wisconsin Statutes.

19. HOLD HARMLESS – CCI SYSTEMS

WisDOT's standard indemnification language is made part of this Agreement and shall be applicable to and included on all permits for CCIS' portion of the work including fiber operation and maintenance. A copy of the language is on the back of the DT1553 permit application. See [Attachment B](#).

20. TAXES AND LIENS

The Partners shall promptly pay and discharge all taxes, assessments, fees, and other charges levied or assessed against their facilities situated on WisDOT R/W, and all special assessments, license fees, permits, area charges, occupancy taxes, and any and all other charges levied or assessed by reason of the Partners' use and occupancy of the R/W, which become due during, or apply to the term covered by, this Agreement and any renewal term or extension thereof, which are hereby declared the obligation of the Partners under this Agreement, but only to the extent state or federal law imposes liability for such taxes and fees on the Partners. Such obligation specifically excludes any and all income, gross receipt taxes, and other taxes of this nature assessed upon WisDOT.

The Partners shall keep the R/W free from any liens arising from work performed, materials furnished or obligations incurred by the Partners nor shall permit the filing of a lien against any part of the R/W. Upon completion of any construction, copies of signed lien waivers, if any, shall be supplied to WisDOT.

21. CHOICE OF LAW

This Agreement is entered into and governed by the laws of the State of Wisconsin.

22. SEVERABILITY

If any provision of this Agreement should be found to be illegal, invalid or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted as far as is possible to give effect to the parties' intent.

23. NO PARTNERSHIP CREATED

Nothing herein shall be deemed to create a partnership between WisDOT and the Partners and neither party shall have authority to obligate the other.

24. SUBSEQUENT LEGISLATION, REGULATION, AND PROCEDURES

Legislation pertaining to the use of WisDOT R/W or other facilities may be passed after the date of this Agreement, or WisDOT may adopt regulations or new policies pertaining to the same. Should any of these events occur, the new statutes, administrative rules, and policies, including subsequent amendments thereto, shall become part of or applicable to this Agreement. In addition, any language in this Agreement that is inconsistent with the new statutes, regulations, or policies may be voided immediately upon its effective date. WisDOT may need to draft new Agreement language to remedy any inconsistencies, but shall work with the Partners in order not to materially impair the Partners' operations.

25. NOTICES

All notices under this Agreement and any individual occupancy permits shall be in writing and shall be deemed valid if sent by overnight delivery or certified mail, return receipt requested, and effective on the third day following the date the notice is postmarked if no other date is specified in the notice itself. Notices should be addressed as shown in [Attachment H](#). Either party may change the designated recipient of notices and the address by so notifying the other party in writing. Failure of WisDOT to give notice for any default shall not be deemed to be a waiver thereof nor consent to the continuation thereof.

26. APPROPRIATIONS

Nothing herein shall be construed as obligating WisDOT to the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.

27. WORKING RELATIONSHIP

WisDOT and the Partners shall **at all times** cooperate with each other, act in good faith, and expedite all decisions, notices and correspondence in a timely manner throughout the performance of this Agreement.

28. ASSIGNMENT

This Agreement is specific to WisDOT and the Partners only and shall not be assigned by either party to another company or any other entity.

If one or both of the Partners simply change their name (e.g. due to a reorganization, merger, etc.) with no material change in ownership of the permitted facility, WisDOT may also change the name on the Agreement to the Partners' new name. This action shall not constitute an assignment.

29. ENTIRE AGREEMENT

The terms and provisions herein contained, including all attachments and occupancy permits issued to the Partners for their respective locations, constitute the entire Agreement between the parties and shall supersede all previous oral and written communications between the parties with respect to the subject matter hereof, and no agreements or understandings varying or extending the same shall be binding upon either party unless in writing signed by a duly authorized officer or representative of each party. In order, the hierarchy for resolving inconsistencies between documents is as follows:

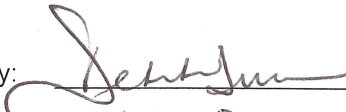
- 1) An individual occupancy permit.
- 2) This Agreement.
- 3) The *Utility Accommodation Policy*.

30. WARRANTY OF AUTHORITY

The signatories hereto warrant that they have full authority to enter into this Agreement and make it binding on the parties hereto without further action or approval. The effective date of this Agreement shall be the date that WisDOT signs it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized and empowered officers or representatives:


BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

By:  Print name: _____
 Title: Vice President, Finance Date: 8/11/11

CCI SYSTEMS

By:  Print name: JOHN P. JAMAR
 Title: PRESIDENT & CEO Date: 7/18/11

WISCONSIN DEPARTMENT OF TRANSPORTATION

By:  Print name: David Vieth
 Title: Director, Bur. of Hwy Maintenance Date: 8-16-11

ATTACHMENT A
Partners' Facility Locations / Bridge Attachments
& Corresponding Individual Occupancy Permit Numbers

County / MP	Hwy	Dir	Termini	Mileage	Permit # / Date	Comments
Langlade	US 45					
Shawano	WIS 29					
Marathon	WIS 29					
Marathon	I-39/US 51					
Portage	I-39					
Portage	US 10					
Wood	US 10					
Clark	WIS 98					
Eau Claire	US 12/WIS 27					
Grant	US 151					
Lafayette	US 151					
Iowa	US 18/151					
Dane	US 18/151					
Chippewa	US 53					
Barron	US 53					
Washburn	US 53					
Washburn	US 63/WIS 70					
Douglas	US 2/53					
TOTAL MILES						

Highlighted highways are those permits issued by WisDOT's region offices.

APPLICATION / PERMIT

TO CONSTRUCT, OPERATE and MAINTAIN UTILITY FACILITIES ON HIGHWAY RIGHT-OF-WAY

s.66.0831, 84.08, 85.15, 86.07(2), 86.16, 182.017 and such other applicable Wis. Stats.

1. Applicant (Utility facility owner) Name and Address
2. Work Start Date
3. Work Finish Date*
4. Is the work due to a WisDOT highway project?
5. Applicant Work Order (If any)
6. Location Description (1/4 section, section, town, range; provide plat map or location sketch)
7. Work Location (Check/list all that apply)
8. Highway (Check all that apply)
9. Facility Type (Check all that apply): Size (Diameter, kV, pressure, # fibers, etc.)
10. Facility Orientation (Check all that apply)
11. Work Types (Check all that apply)
12. Proposed Work Methods (Check all that apply)
13. Work Zone Description (Check all that apply)
14. Is the proposed facility near a survey monument?
15. Will any appurtenances be installed with the facility?
16. Trans 401 project designation?
17. Are any environmental permits, certifications or approvals required from other regulatory agencies?

* 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.

18. Utility Person Responsible for Construction
19. Utility or Project 24/7 Emergency Contact
20. Is the utility a member of Diggers Hotline?
21. Provide additional project work details, if needed
22. If not employed by applicant, authorized representative's company name and address



This 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. If ownership in a utility facility changes, WisDOT may void and supersede a permit and reissue it to the new owner upon request and with sufficient proof of ownership.

For Wisconsin DOT Use Only

THE UTILITY SHALL NOTIFY WisDOT 3 DAYS BEFORE STARTING WORK AT:
REVIEW ALL SUPPLEMENTAL PERMIT PROVISIONS
REVISIONS MADE to DRAWINGS or OTHER PAGES
Date Application Received
Date Application Completed
Date Application Denied
Permit Issuance Date
Permit Extension Date
Permit Number

WisDOT Improvement Project ID Numbers (if applicable)

(WisDOT Authorized Representative Signature - If filled via computer, Brush Script font)

Use this section to provide information that does not fit on front page

INDEMNIFICATION

This 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 (2007-2008), 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 (2007-2008), 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.

ATTACHMENT C WISDOT FIBER ROUTE MAPS

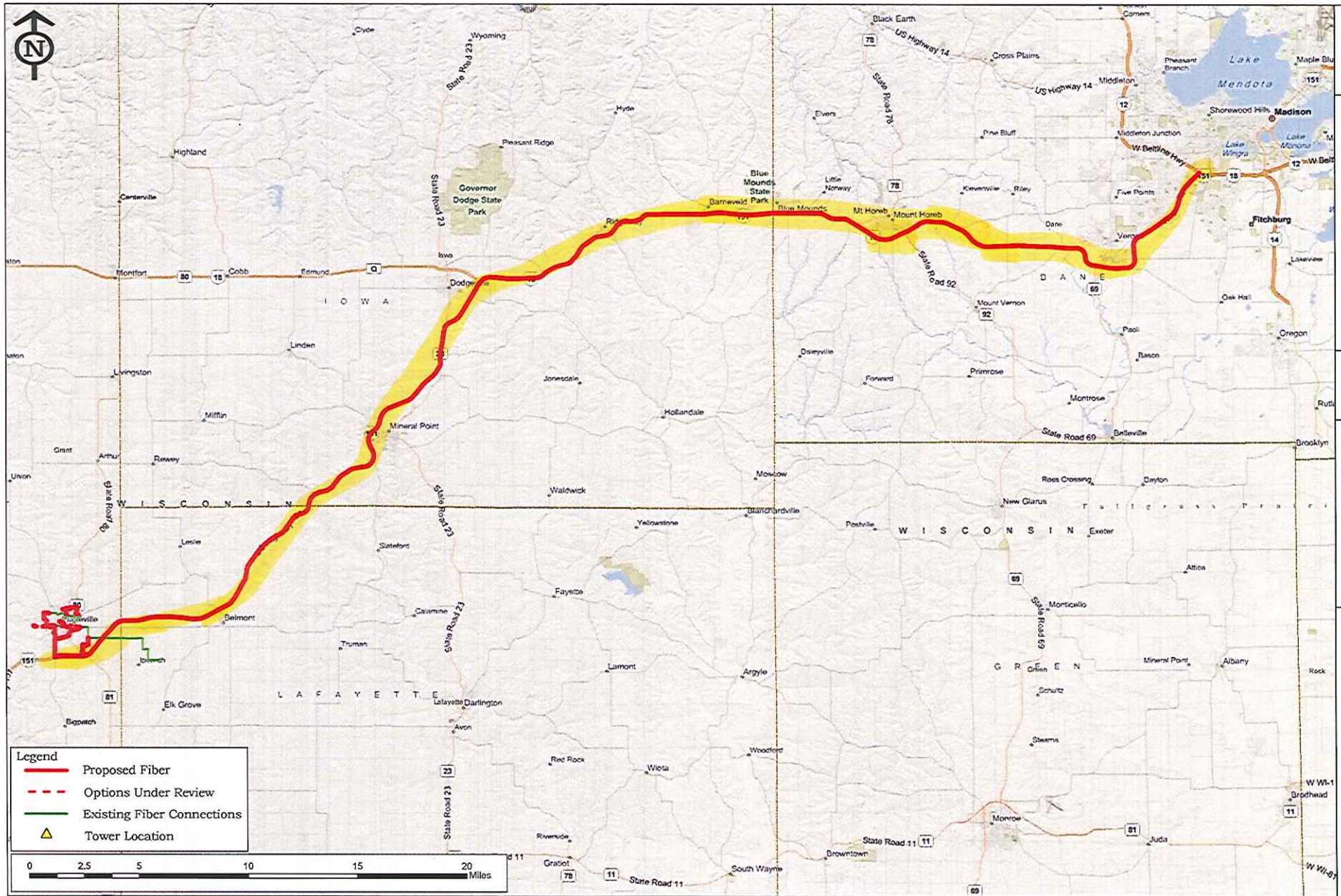


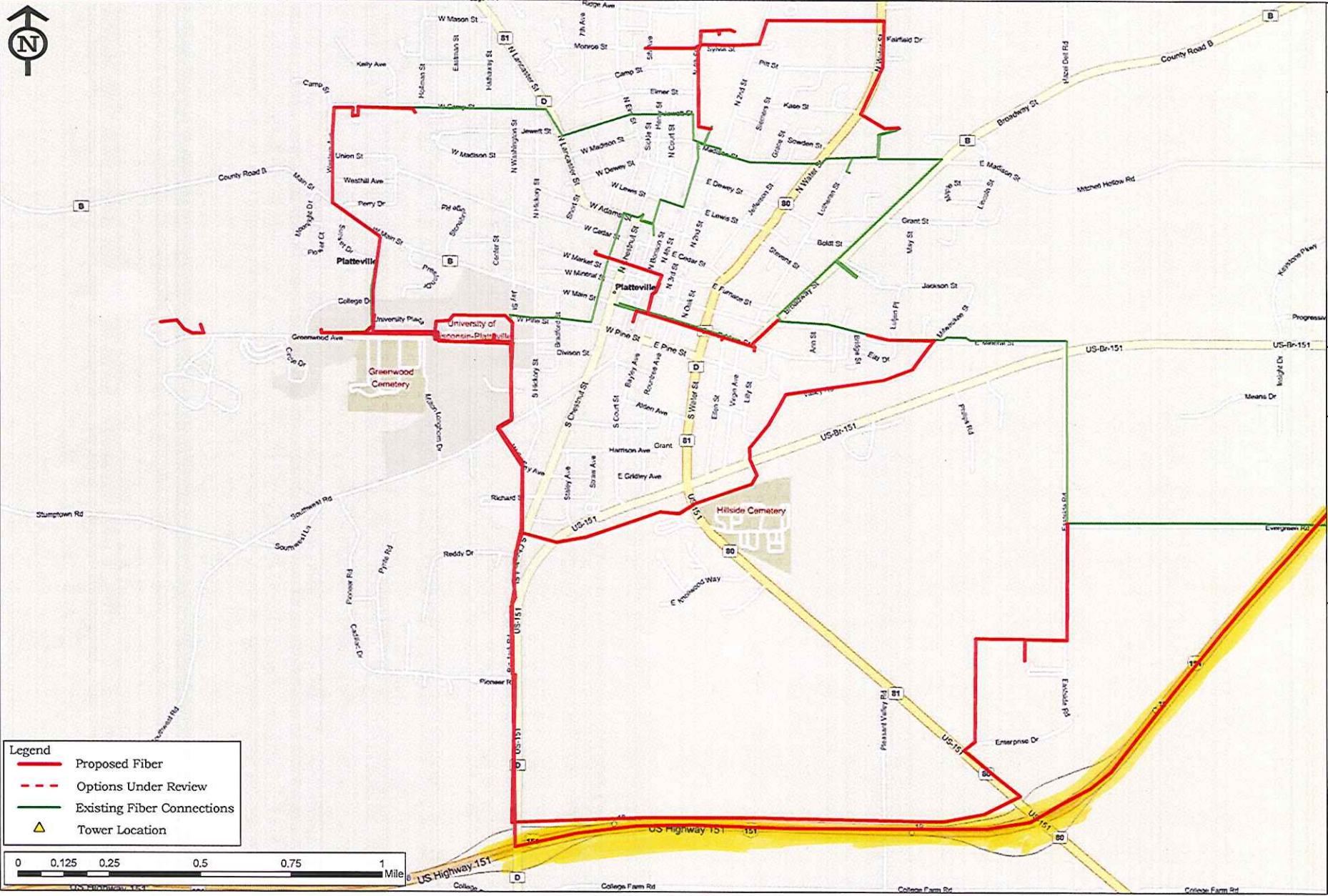
Exhibit 1.1

Building Community Capacity
through Broadband



BROADBANDUSA
CONNECTING AMERICAS COMMUNITIES





Legend

- Proposed Fiber
- - - Options Under Review
- Existing Fiber Connections
- ▲ Tower Location

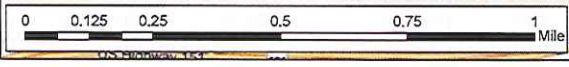


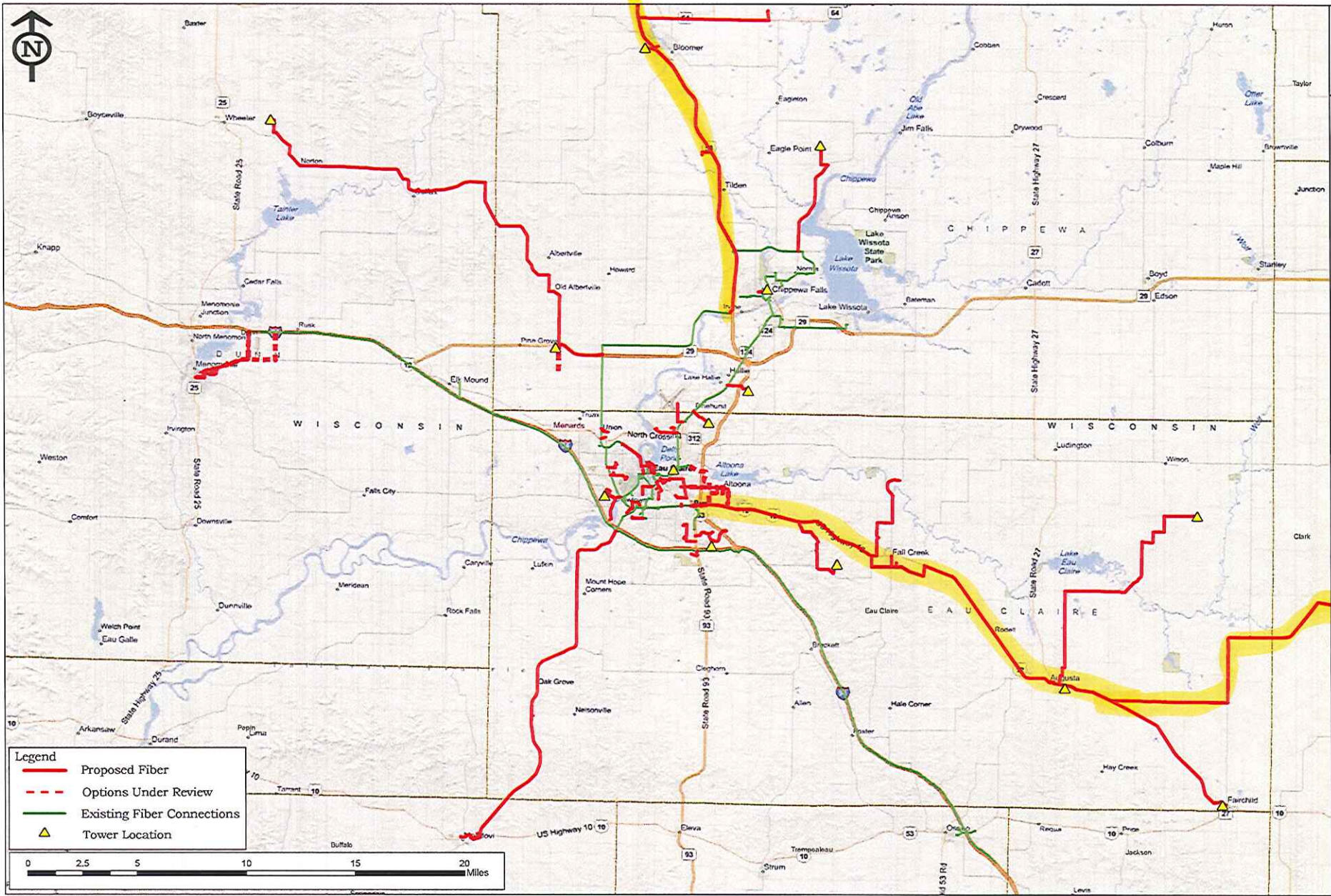
Exhibit 1.2

**Building Community Capacity
through Broadband**



BROADBANDUSA
CONNECTING AMERICAS COMMUNITIES





Friday, December 3, 2010

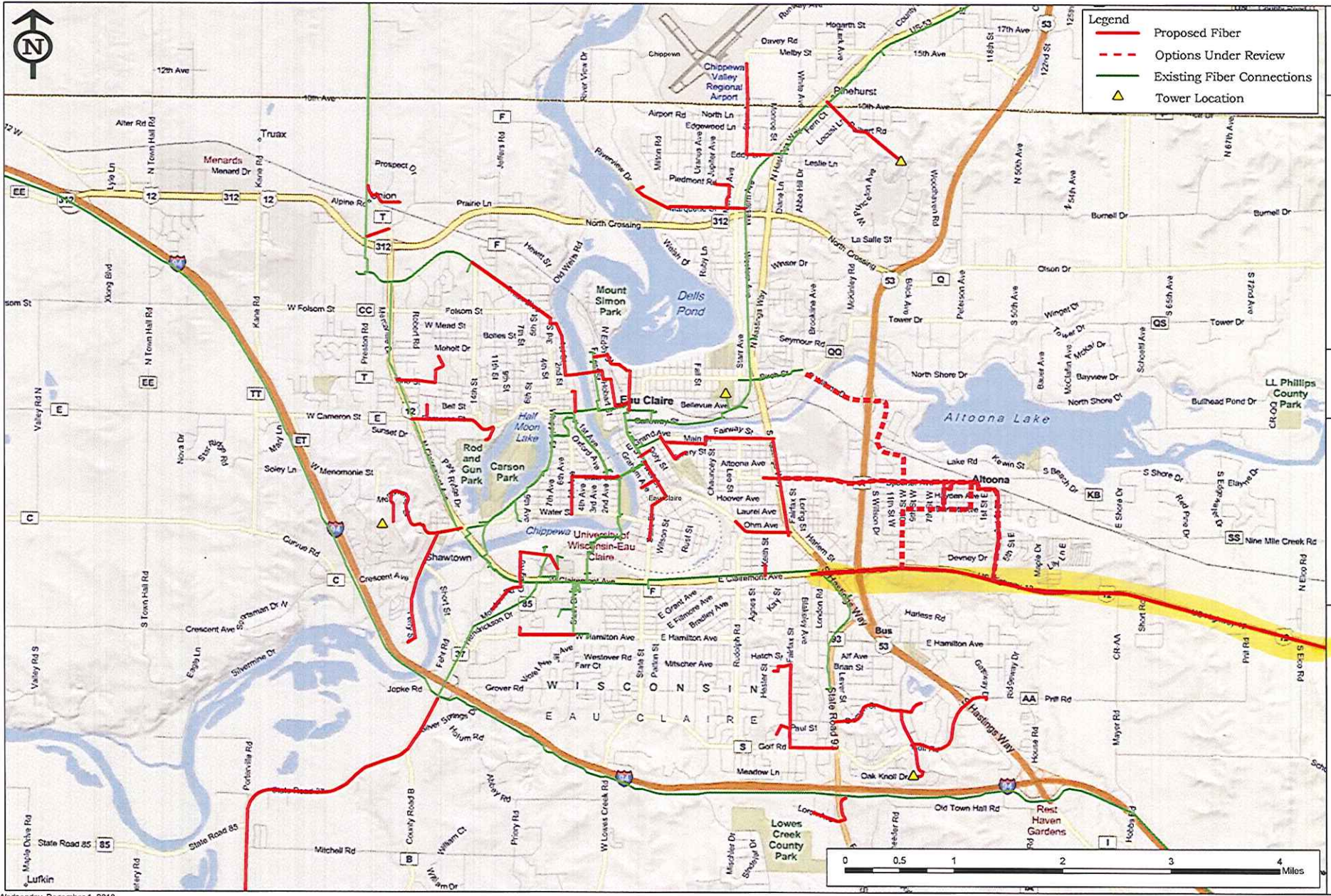
Exhibit 2

**Building Community Capacity
through Broadband**




BROADBANDUSA
CONNECTING AMERICA'S COMMUNITIES





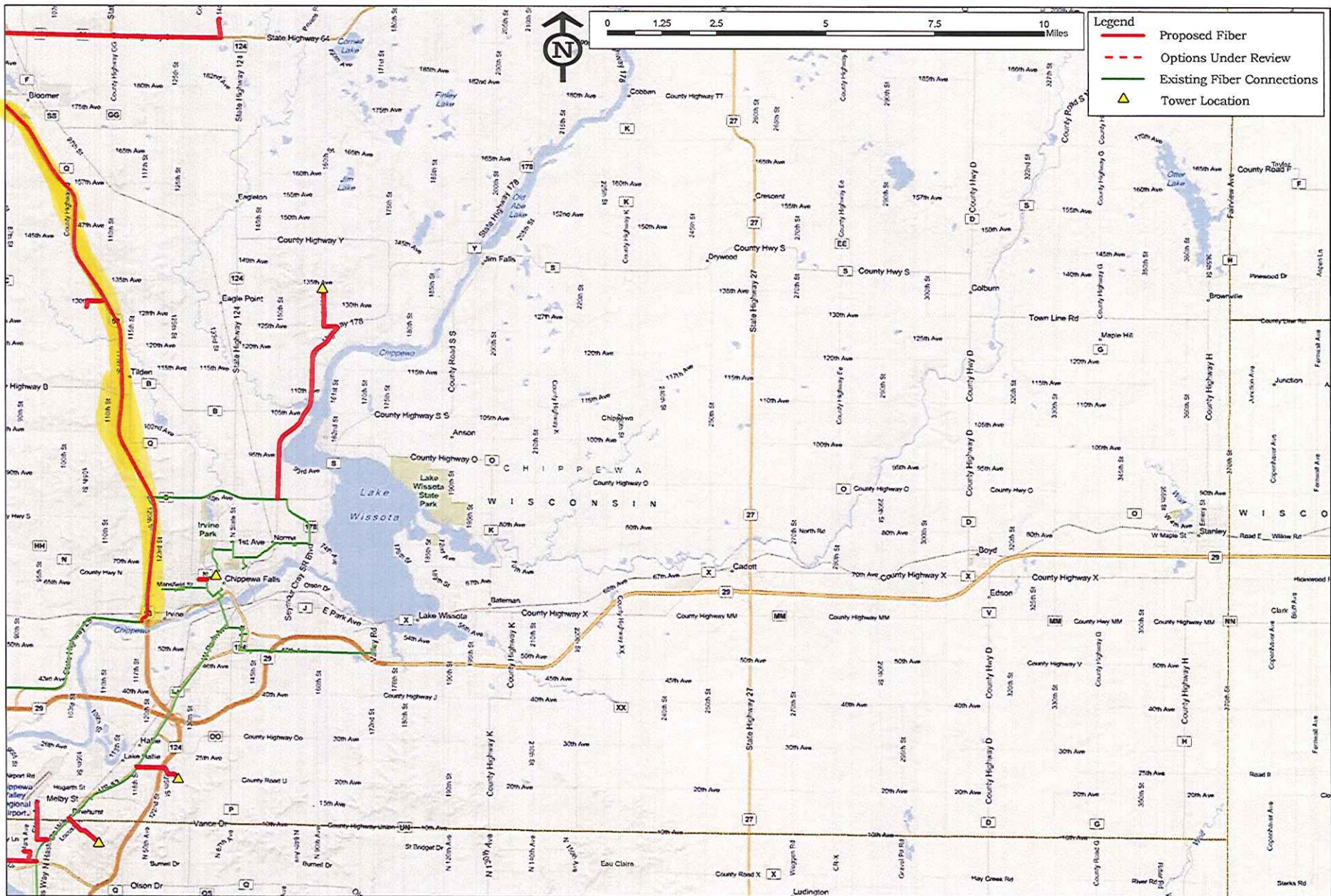
Legend

- Proposed Fiber
- - - Options Under Review
- Existing Fiber Connections
- ▲ Tower Location

Exhibit 2.1

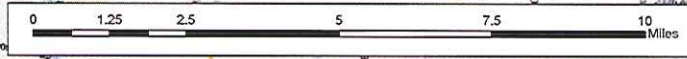
Building Community Capacity through Broadband

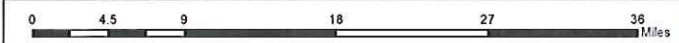




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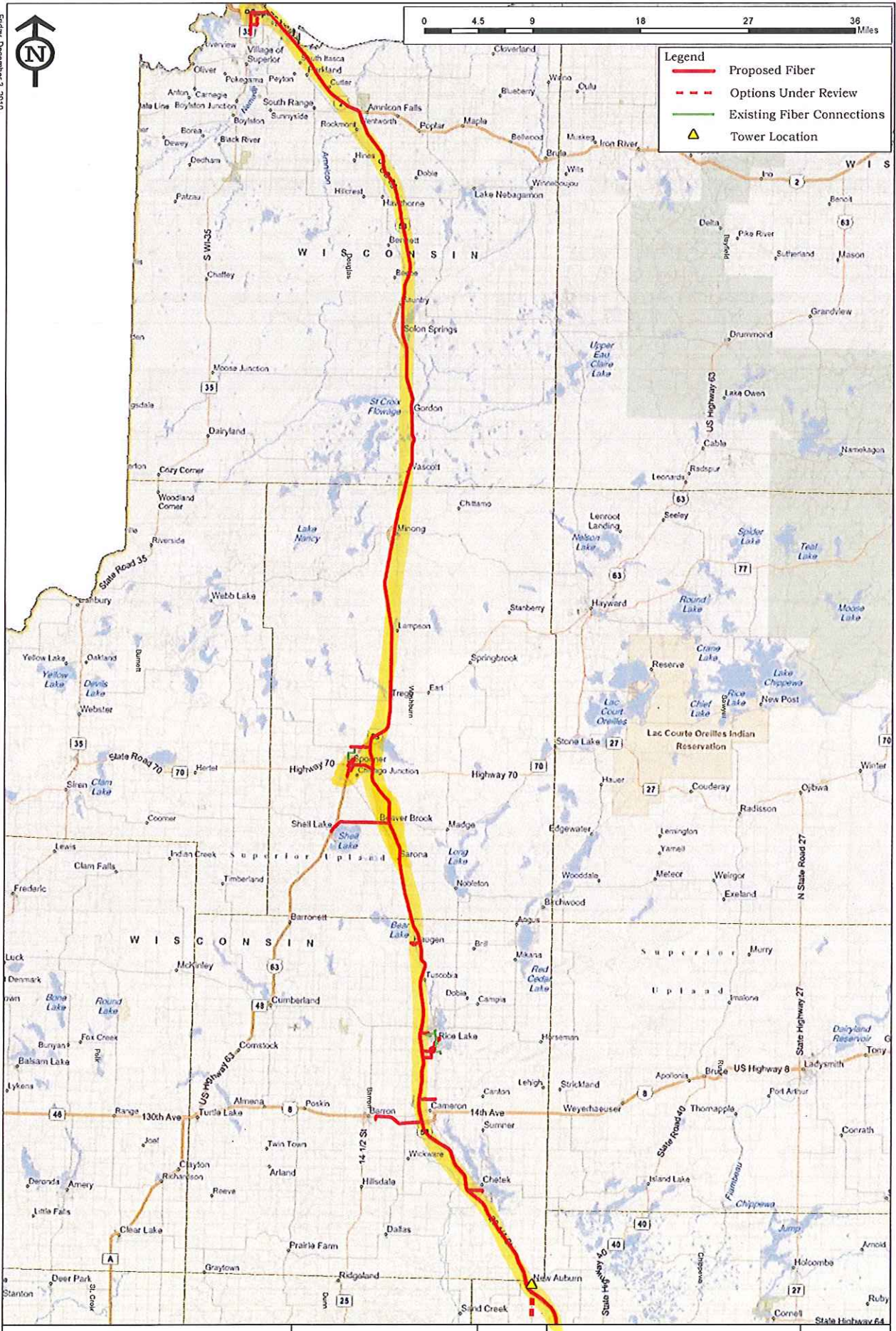
- Proposed Fiber
- - - Options Under Review
- Existing Fiber Connections
- ▲ Tower Location





Legend

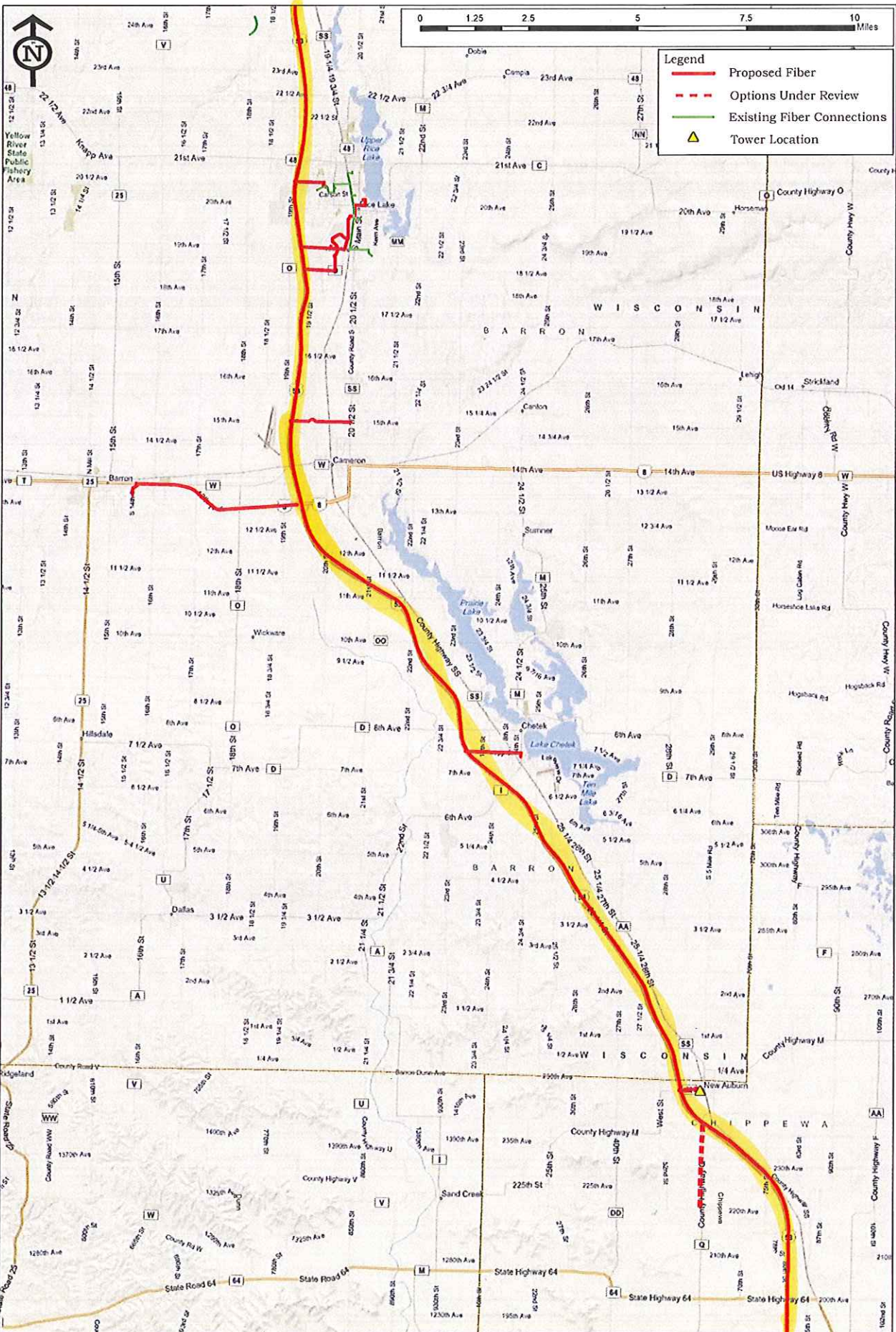
- Proposed Fiber
- - - Options Under Review
- Existing Fiber Connections
- ▲ Tower Location



Building Community Capacity through Broadband

Exhibit 3

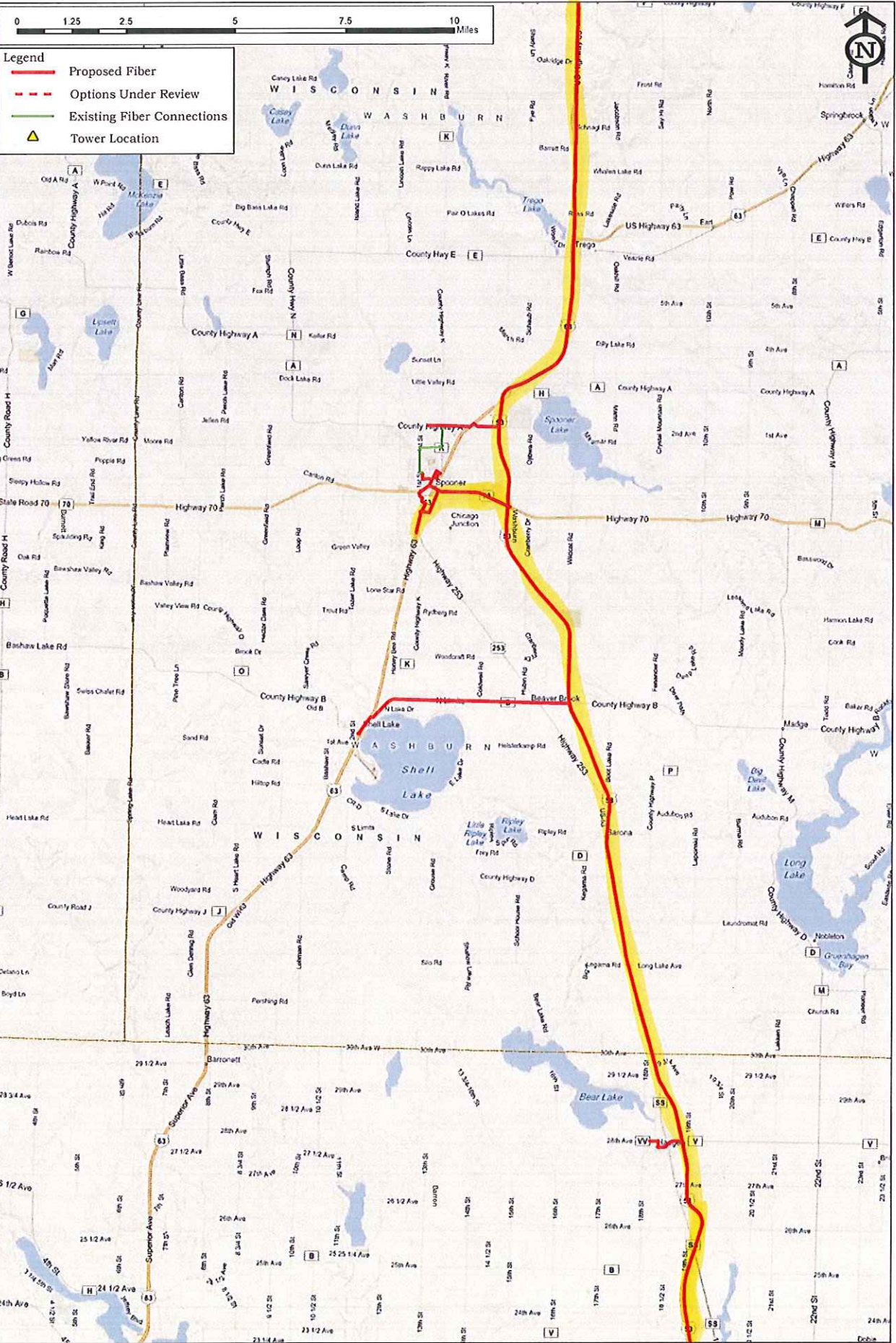
Friday, December 3, 2010



Building Community Capacity through Broadband

Exhibit 3.1

Friday, December 3, 2010



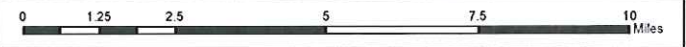
Legend

- Proposed Fiber
- - - Options Under Review
- Existing Fiber Connections
- ▲ Tower Location



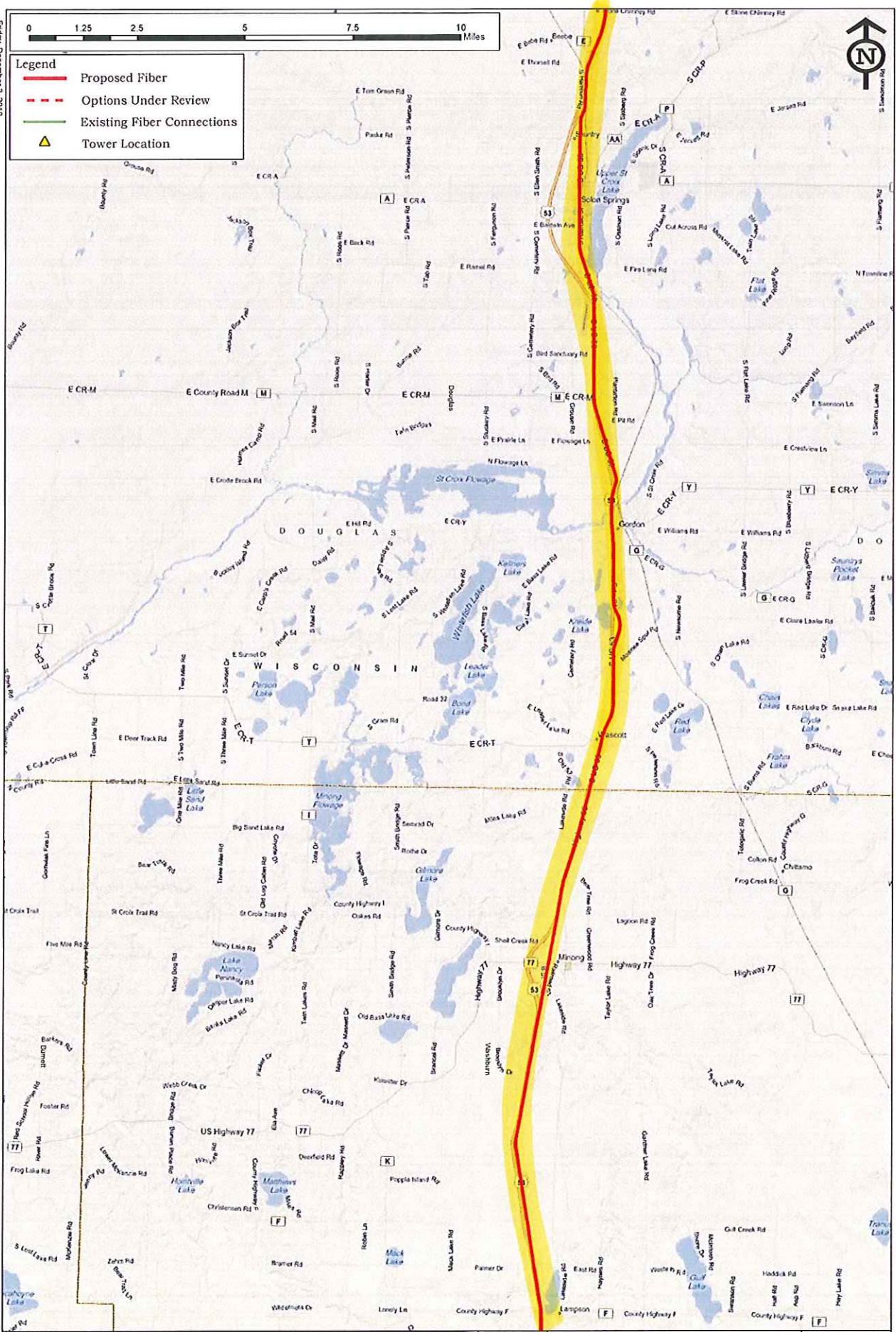
Building Community Capacity through Broadband

Exhibit 3.2



Legend

- Proposed Fiber
- - - Options Under Review
- Existing Fiber Connections
- ▲ Tower Location

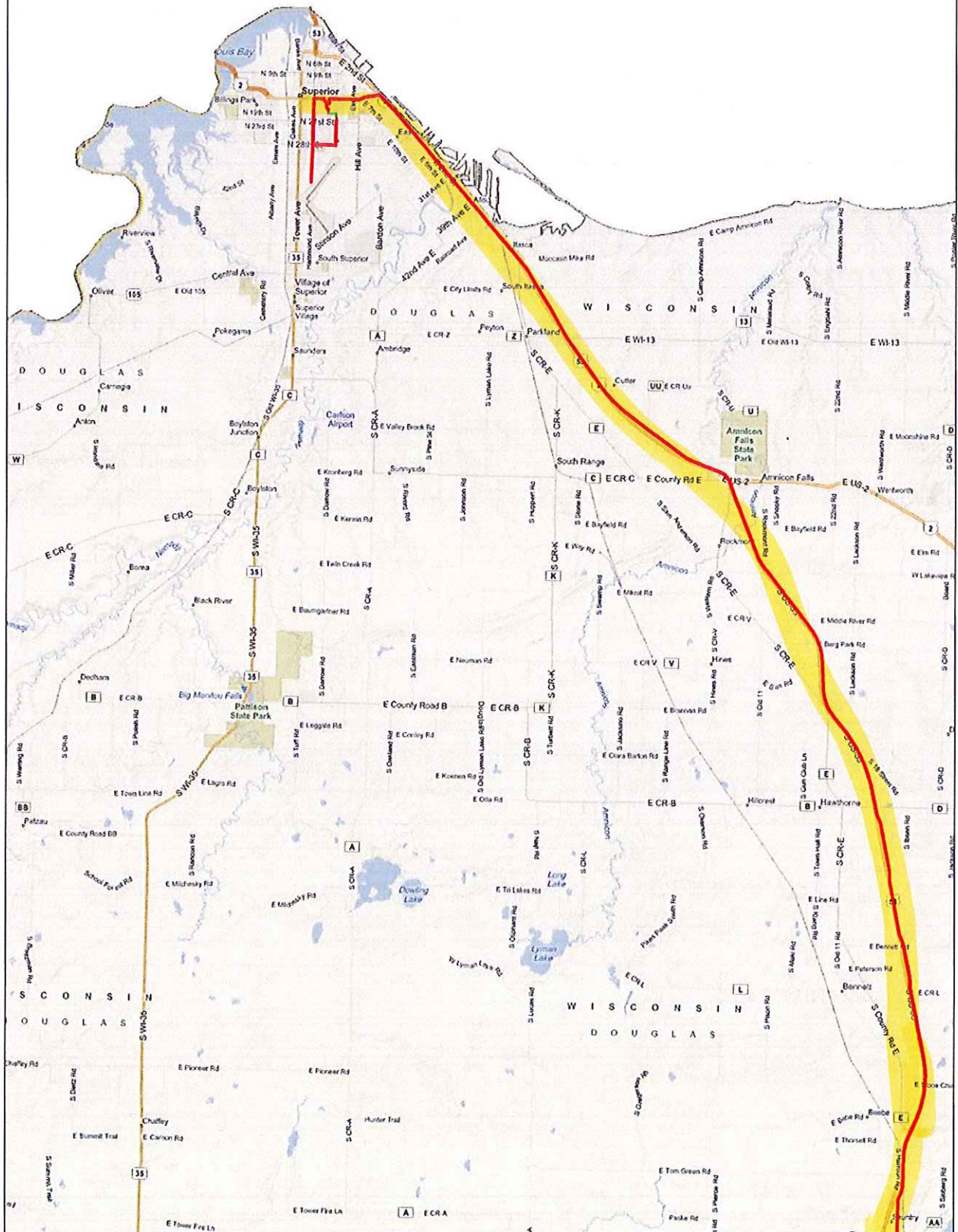
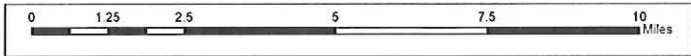


Building Community Capacity through Broadband

Exhibit 3.3

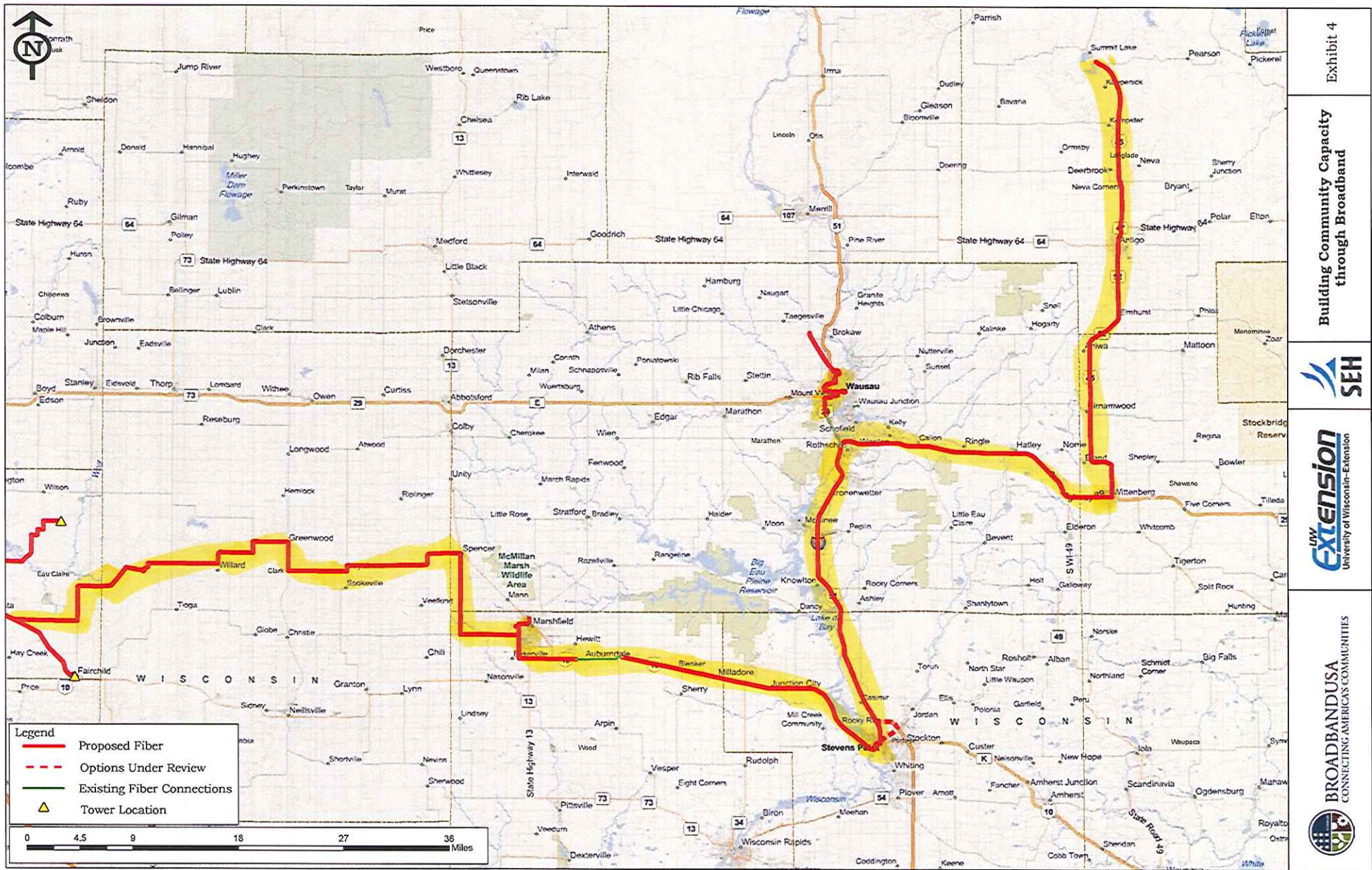
Legend

- Proposed Fiber
- - - Options Under Review
- Existing Fiber Connections
- ▲ Tower Location



Building Community Capacity through Broadband

Exhibit 3.4



Friday, December 3, 2010

Exhibit 4

Building Community Capacity through Broadband



BROADBANDUSA
CONNECTING AMERICAS COMMUNITIES



- Legend**
- Proposed Fiber
 - - - Options Under Review
 - Existing Fiber Connections
 - ▲ Tower Location

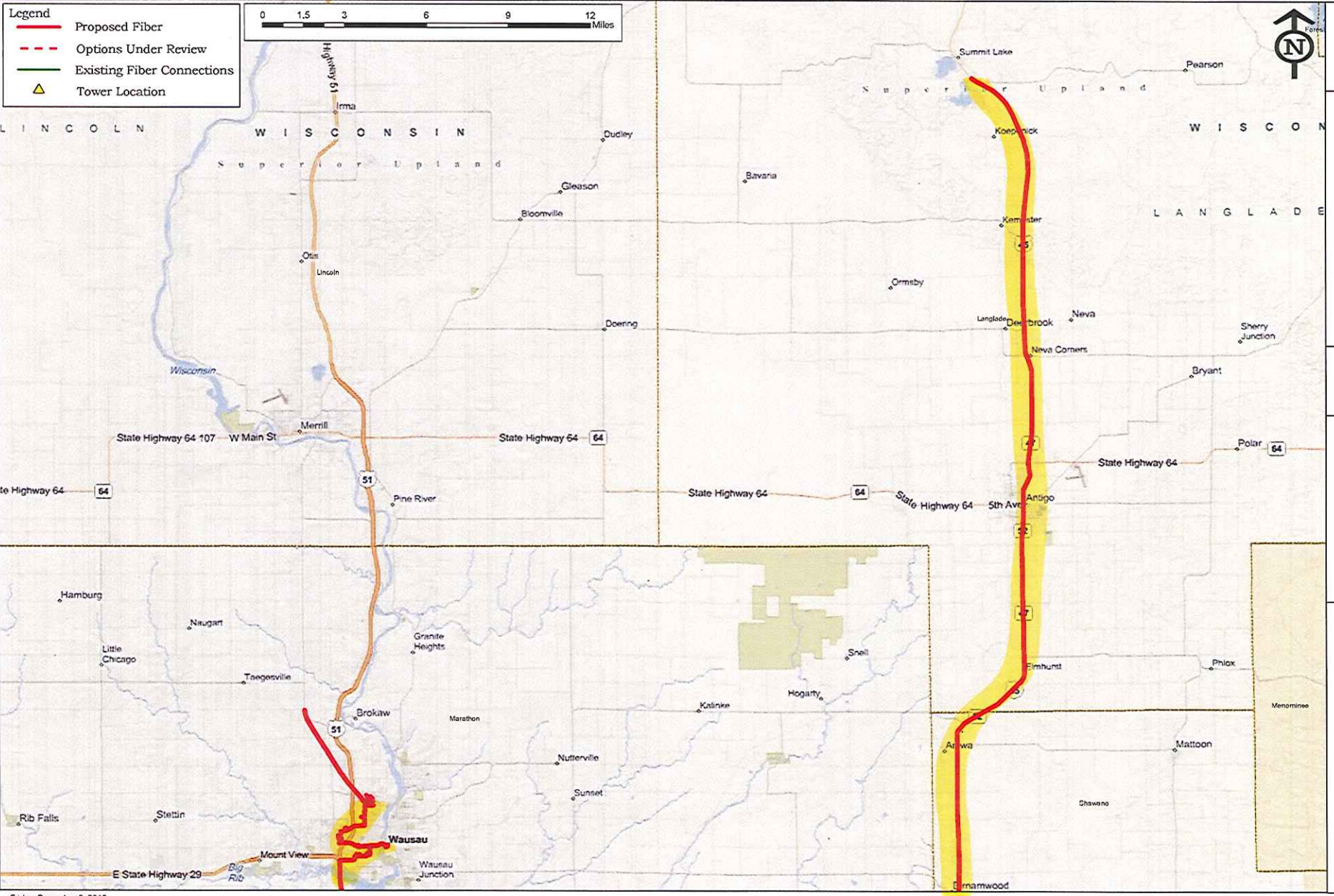
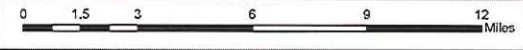
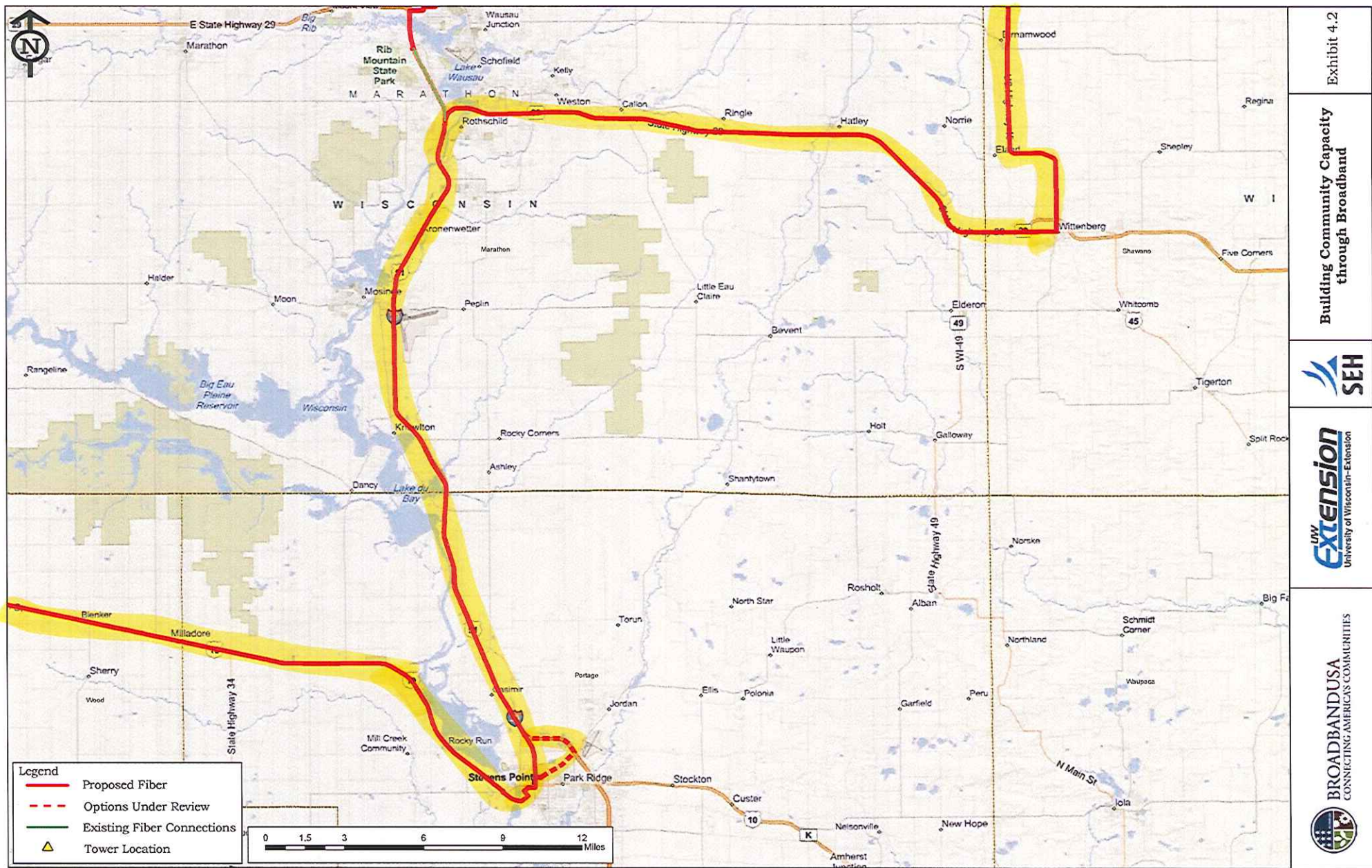


Exhibit 4.1

Building Community Capacity through Broadband



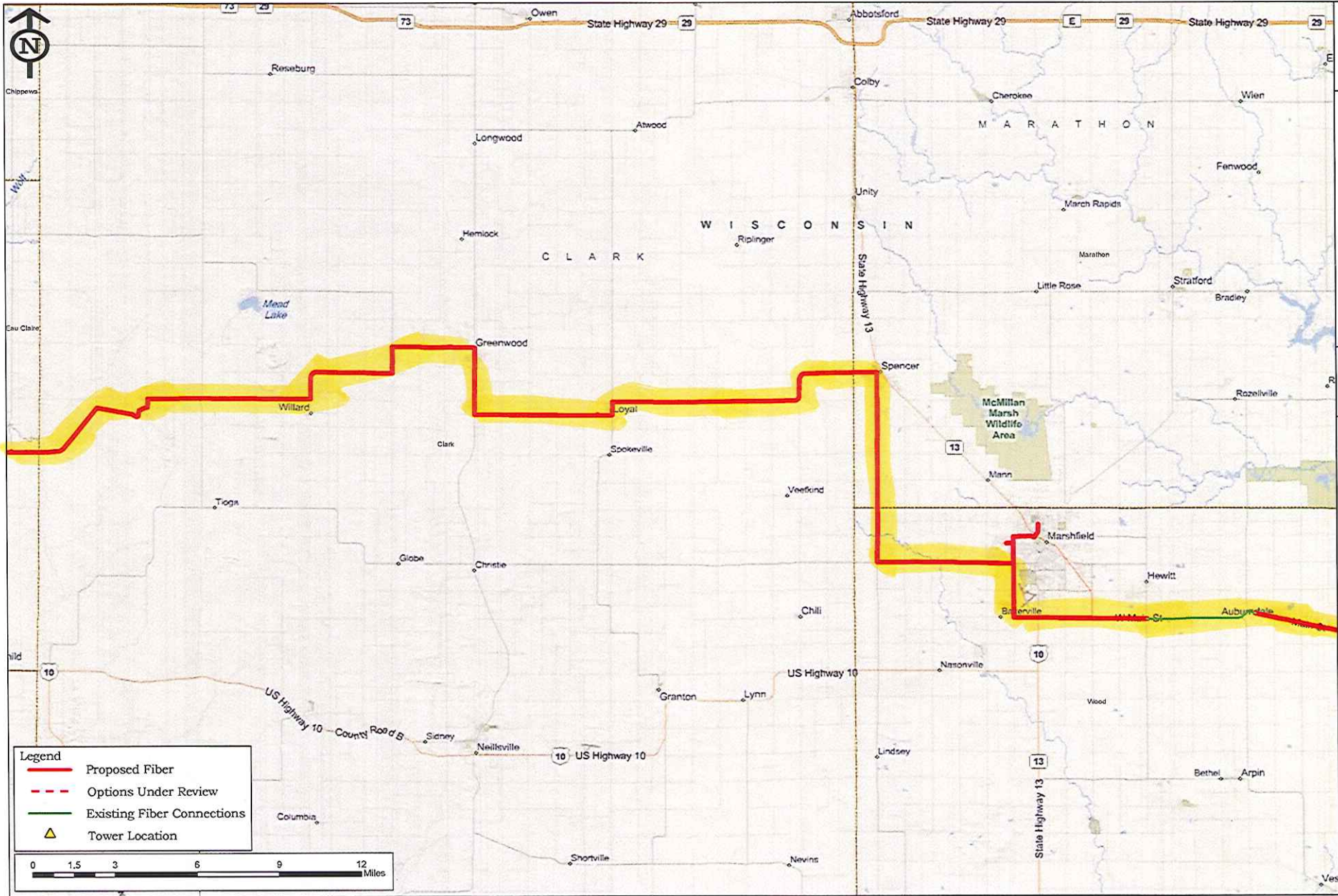


Friday, December 3, 2010

Exhibit 4.2

Building Community Capacity through Broadband





Friday, December 3, 2010

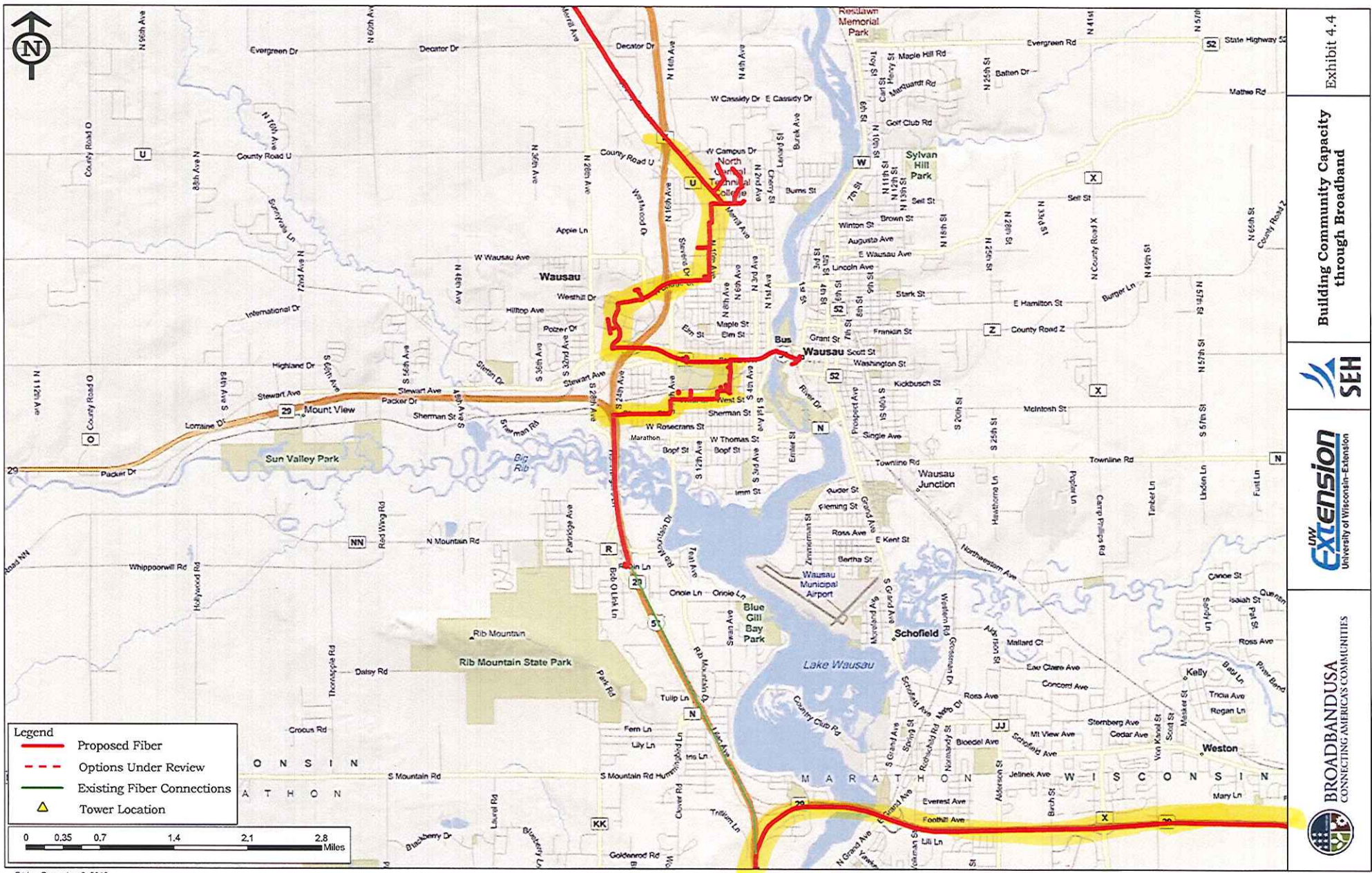
Exhibit 4.3

Building Community Capacity
through Broadband



BROADBANDUSA
CONNECTING AMERICAS COMMUNITIES





Friday, December 3, 2010

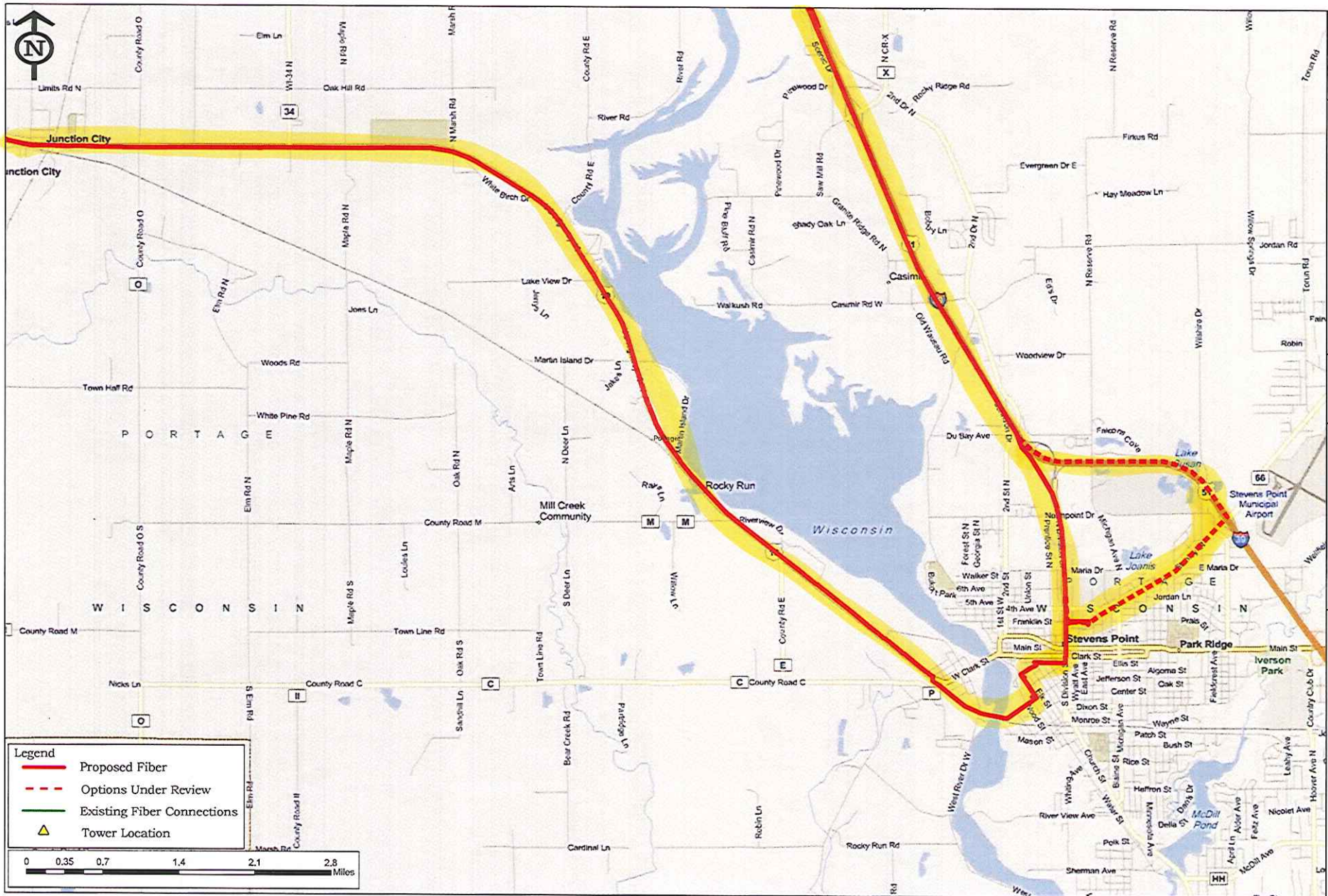
Exhibit 4.4

**Building Community Capacity
through Broadband**

 **SEH**

 **LW Extension**
University of Wisconsin-Extension

 **BROADBANDUSA**
CONNECTING AMERICAS COMMUNITIES



ATTACHMENT D PROGRAMMATIC ENVIRONMENTAL CRITERIA CHECK LIST

List Region(s) or Counties Applicable _____

1) **Significant Cultural Resource** - Cultural Resources are considered significant if they are on or eligible for the National Register of Historic Places. Properties on the National Register of Historic Places may be pre-historic or historic buildings, structures, or sites. Local sites must be evaluated to determine whether they are eligible for the National Register. See [FDM Chapter 26](#).

There are no adverse effects to a significant cultural resource?

Project Meets Criteria Yes No Criteria Does Not Apply

Comments: _____

2) **Nationwide Section 404 Permit** - A Nationwide Section 404 Permit may be authorized by the US Army Corps of Engineers whenever a fill is placed into a wetland, stream, lake or other "water of the United States" and it fulfills the conditions of a Nationwide Permit, i.e., it does not create a significant adverse effect. Nationwide Section 404 Permits for fills into a wetland, stream, lake, or other water of the United States have specific criteria and must be authorized by the US Army Corps of Engineers. See FDM Procedure 21-30-1.

Fills Placed into waters of the United States will be covered by a Nationwide Section 404 Permit.

Project Meets Criteria Yes No Criteria Does Not Apply

Comments: _____

3) **Contaminated Sites** - Sites contaminated with hazardous materials or wastes shall not be used for this project. If hazardous materials are encountered at a site, the DNR and WisDOT shall be notified immediately.

Sites with hazardous materials or wastes shall not be used for this project.

Project Meets Criteria Yes No Criteria Does Not Apply

Comments: _____

4) **Endangered Species** - Endangered species and their critical habitat are protected by both state and federal laws. The Wisconsin DNR has lists of species protected by both state and federal laws.

No endangered species or their habitat will be affected by this project.

Project Meets Criteria Yes No Criteria Does Not Apply

Comments: _____

ATTACHMENT D PROGRAMMATIC ENVIRONMENTAL CRITERIA CHECK LIST

List Region(s) or Counties Applicable _____

5) **Access Control** - Access controls are used to control the number of access points along a length of highway to maintain the traffic flow conditions. Minor access adjustments for individual parcels are acceptable, e.g., access moved off the road to be improved to a side road.

Existing access will be maintained along the length of the project.

Project Meets Criteria Yes No Criteria Does Not Apply

Comments: _____

6) **Consistency with existing plans** - Endorsed transportation, air quality, and land use plans reflect the goals and objectives of the area and a proposed action must be consistent with them.

The proposed action is consistent with the locally endorsed transportation, air quality, and land use plans of the area.

Project Meets Criteria Yes No Criteria Does Not Apply

Comments: _____

7) **Coastal Zone** - The Coastal Zone Management Plan guides development in the counties of Wisconsin which have coastline on either Lake Michigan or Lake Superior.

The proposed action is consistent with the goals of the Coastal Zone Management Plan.

Project Meets Criteria Yes No Criteria Does Not Apply

NOTE: Consistency with the Coastal Zone Management is considered achieved when a project is coordinated with DNR and they have noted no objections.

Comments: _____

8) **Flood Plains** - No significant encroachment into a flood plain pursuant to Governor's Executive Order 79 or Presidential Executive Order 11988 is allowable. See [FDM 21-25-25](#).

The project will not have a significant encroachment into a flood plain.

Project Meets Criteria Yes No Criteria Does Not Apply

Comments: _____

ATTACHMENT D

Environmental Permit Approvals

The following permits for the installation of a fiber optic cable in the waterways and wetlands of various Wisconsin counties have been issued by the US Corps of Engineers and DNR and are incorporated into this Agreement. For brevity, copies of these permits are not attached but shall be on file with both WisDOT and Partners.

Authorizing Agency	Permit Title	Identification #	Date Approved	Counties

ATTACHMENT D

Formal Erosion Control Plan

The Partners has submitted a comprehensive erosion control plan through their consultant, **Short-Elliott-Hendrickson, Madison, WI**. This plan is hereby incorporated into the Agreement. For brevity, this plan is not attached but shall be on file with both WisDOT and the Partners.

ATTACHMENT E

Sample Weekly Schedule of the CCI System's Field Operations

Person filling out report: _____ Company: _____ Phone: _____

CCI Systems – SCHEDULE OF FIELD OPERATIONS				WEEK OF <u>April 24 - 28</u>	
CONTRACTOR NAME & FIELD CONTACT	COUNTY	HIGHWAY	TERMINI [List mileposts, road crossing, or other identifying feature]	OPERATION [Fully describe all planned work activities]	COMMENTS
Michels John Smith 800/555-1212	Racine	I-94, West Frontage Rd	MP 325 - 340	Plowing and tree removal	
Michels Tom Franks 608/516-8895	Dane	I-94	MP 241 - 252	Plowing and tree removal	Will load/unload from shoulder on Mon and Fri.
XYZ Excavating Zeke Clinton 888/555-2233	Dane	I-94	Sprecher Rd M-Tu CTH N W-Th Koshkonong Cr F-Sa	Directional boring	
1234 Telecom Monica Dumbrowski 262/555-1234	Kenosha	I-94, West Frontage Rd	MP 340 - 348	Fiber pulling and splicing	2 crews
A & B Boring Phil McFarren 262/555-1212	Milw	I-94	Racine/Milw Co Line to Mitchell Interchange	Directional boring	

SAMPLE

Please email (preferred) or fax to each Region Utility Permit Coordinator when working in that Region, and Bureau of Highway Maintenance (for any Region), by 8:00 AM Monday morning to the appropriate contacts listed in [HMM 09-15-70 \(1.0\)](#)

Please fax to each State Patrol Region office when working in that Region by 8:00 AM Monday morning:
<http://www.dot.wisconsin.gov/about/locate/sp/offices.htm>

ATTACHMENT F

Working Around Trees & Tree/Vegetation Removal

(Graphic Depiction of Section 16N)
DBH = Tree diameter measured at breast height

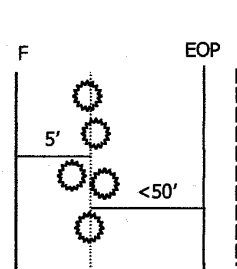


Figure 1. Bore under isolated trees or living snow fence planted by WisDOT, or volunteer trees >8-10" DBH.

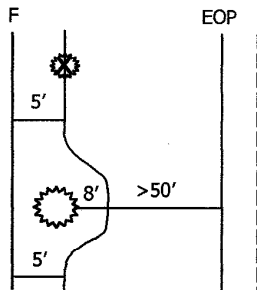


Figure 2. Remove volunteer or scrub trees <8-10" DBH. Move inside trees >8-10" DBH when sufficient clearances are available.

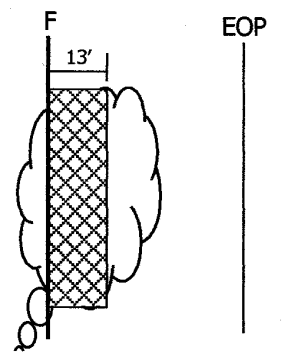
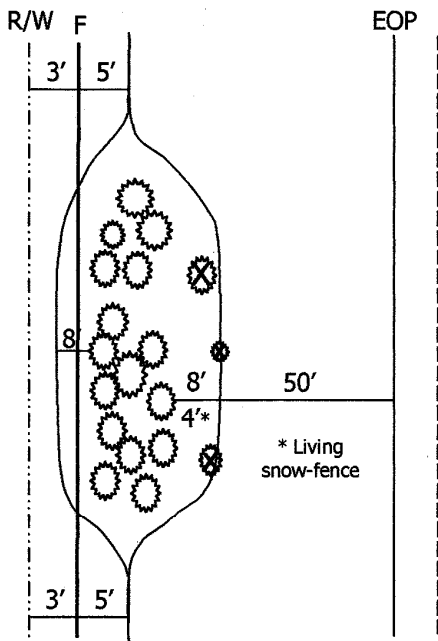
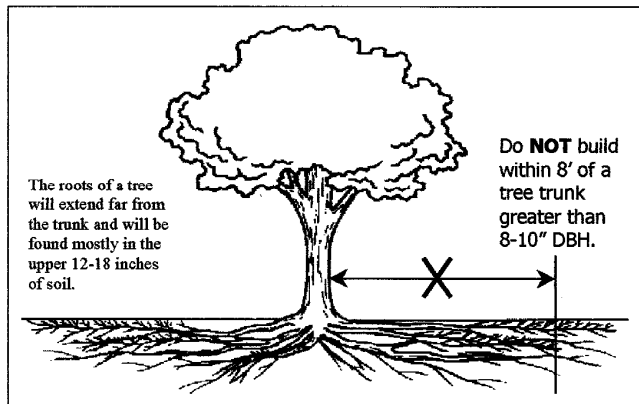


Figure 5. Clear up to a 13' swath of volunteer or scrub trees & brush.



Figures 3 & 4. Proposed alignment avoids trees or snow fence by going on either side of them.



In any event, all trees and vegetation to be removed by Board to accommodate facility installation shall first be reviewed and approved by WisDOT.

This page shall be accompanied by Section 16(N) and shall not stand or act on its own accord.

ATTACHMENT G

Wisconsin Department of Transportation Lane Closure System (LCS) Notification Worksheet

General Section:

1. Permit Number
2. General Description (brief description of the type of work)
3. County (Begin/End if different)
4. Highway/Direction
5. Primary Contact (WisDOT Regional Permit Coordinator)
6. Emergency Traffic Control Contractor Contact (name/number - 24 hour contact)
7. Secondary Contact (other WisDOT contact names if applicable)
8. Law Enforcement Contact (if applicable)
9. Other Contact (such as contractor or utility name/number)

Each Facility:

1. Type (mainline, ramp, bridge, system interchange)
2. Closure/Restriction (lanes/shoulders affected)
3. Duration (daily/nightly, weekly, continuous, long term)
4. Begin/End Date
5. Begin/End Time
6. Begin/End Location
7. Oversize/Overweight Restrictions (height, width, weight restrictions if applicable)
8. Detour Route (if applicable)

ATTACHMENT H Notices & Important Addresses

**Questions regarding this Agreement or the [Utility Accommodation Policy](#)
Where to send NOTICES***

[Bob Fasick](#)
Wisconsin DOT
Bureau of Hwy Maintenance – Room 501
PO Box 7986
Madison, WI 53707-7986

* cc: Region Utility Permit Coordinators
See list in [HMM 09-15-70](#)

Office: 608/266-3438 Fax: 608/267-7856

Questions regarding Wisconsin Laws and Administrative Rules

[Jim Thiel](#)
Wisconsin DOT
Office of General Counsel
PO Box 7910 – Room 115B
Madison, WI 53707-7910

Office: 608/266-8810 Fax: 608/267-6734

Questions regarding specific permits

Each highway region office will review permit applications within their boundaries.
See [HMM 09-15-70 \(2.0\)](#) for a directory of Region offices.

Board’s contact for notices

Name:	_____	Office phone:	_____
Title:	_____	Cell phone:	_____
Address:	SEE NEXT PAGE	Fax:	_____
	_____	Emergency:	_____
Email:	_____		

CCI’s contact for notices

Name:	_____	Office phone:	_____
Title:	_____	Cell phone:	_____
Address:	SEE NEXT PAGE	Fax:	_____
	_____	Emergency:	_____
Email:	_____		

ATTACHMENT H

Notices & Important Addresses

UW Board of Regents - Primary

Name:	Mike Schlicht	Office phone:	608-265-3907
Title:	WAN Strategist	Cell phone:	608-213-4884
Address:	1554 Van Hise Hall	Fax:	608-265-3175
	1220 Linden Dr.	Emergency:	608-263-4188
	Madison, WI 53706		
Email:	mschlicht@uwsa.edu		
	uw-fiber@uwsa.edu		

UW Board of Regents - Secondary

Name:	Brian Remer	Office phone:	608-265-6382
Title:	WAN Strategist	Cell phone:	608-575-2446
Address:	1554 Van Hise Hall	Fax:	608-265-3175
	1220 Linden Dr.	Emergency:	608-263-4188
	Madison, WI 53706		
Email:	bremmer@uwsa.edu		
	uw-fiber@uwsa.edu		

CCI Systems - Primary

Name:	Joe Esbrook	Office phone:	906-776-2866
Title:	Director of Operations	Cell phone:	906-869-8100
Address:	105 Kent St.	Fax:	906-774-6638
	Iron Mountain, MI 49801	Emergency:	800-236-8434
Email:	joe.esbrook@ccisystems.com		

CCI Systems - Secondary

Name:	Randy Simms	Office phone:	800-236-8424
Title:	State Construction Manager	Cell phone:	906-282-3802
Address:	105 Kent St.	Fax:	906-776-2811
	Iron Mountain, MI 49801	Emergency:	800-338-9299
Email:	randy.simms@ccisystems.com		

Send Trans 220 notices to:

Name:	Chad Kay	Office phone:	906-776-2819
Title:	Chief Engineer	Cell phone:	906-282-3790
Address:	105 Kent St.	Fax:	906-774-6638
	Iron Mountain, MI 49801	Emergency:	800-338-9299
Email:	chad.kay@ccisystems.com		