

Const./Maint.
Design-Br. Sect.
Petitioner
District
Area
City or Sub-Area

KANSAS DEPARTMENT OF TRANSPORTATION
Bureau of Construction and Maintenance

Permit No. _____
Route _____
Co. _____
Br. Ser. No. _____
R/W Permit No. _____
(for work approaching bridge)

HIGHWAY PERMIT
ATTACHMENTS TO BRIDGES
AND OTHER STRUCTURES OR INSTALLATIONS
NEAR RETAINING WALL SYSTEMS

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Secretary of Transportation of the State of Kansas, referred to as "Secretary," and _____ (Name of Firm or Individual), _____ (Telephone No.), _____ (Street), _____ (City), referred to as "Owner," and _____ (Name-if not applicable, enter N/A), _____ (Street No.), _____ (City), as Agent, Lessee or Contractor of the Owner, referred to as "Agent". Owner and Agent are referred to collectively as "Petitioner," where both are applicable, otherwise Petitioner shall refer to Owner.

Secretary has jurisdiction over and control of all bridges and other structures on the State Highway System of Kansas, and Secretary believes that it is in the interest of the Citizens of the State of Kansas to allow public or private utilities to utilize bridges or other structures on the State Highway System under certain circumstances, and Petitioner requests permission and authority from Secretary to construct and maintain a _____ (Describe: size, type and location on the bridge)

attached to (Bridge, Structure) Serial No. _____ on Highway Route _____ in _____ County, Kansas at Reference Point _____, a part of the State Highway System, and

Secretary has delegated full and complete authority to the District Engineers of the Kansas Department of Transportation (KDOT) to execute Highway Permit Agreements, referred to as "Permits," for and on Secretary's behalf.

In consideration of the permission granted by Secretary to utilize a bridge or structure or installation near a retaining wall system in the manner described above, Petitioner agrees to the following terms and conditions:

1.0 PLANS: Petitioner shall furnish six (6) sets of comprehensive plans or sketches, 8 1/2" x 11" or 11" x 17", of the proposed work. Plans or sketches must indicate the size, type, and nominal weight of the proposed installation, and include details of the location, method of attachment and type of attaching hardware or method of installation as applicable.

2.0 DESIGN FOR ATTACHMENTS: A check in the amount of \$ _____ dollars, made payable to the Kansas Department of Transportation is required from Petitioner for payment of additional structure cost to support the Utility Installation.

3.0 MATERIAL AND METHODS: Petitioner shall furnish all material, do all work, and pay all costs for the work described on this Permit.

3.1 All proposals for Utility Installations and other attachments to bridges or structures or installation near a retaining wall system must be pre-approved in writing by the Bureau of Design, Bridge Section and the District Engineer.

3.2 All attachments to bridges or other structures or installation near retaining wall systems shall comply with the conditions and requirements of the "Utility Accommodation Policy for KDOT", current edition which is herein incorporated by reference in its entirety.

3.3 All materials and construction methods used on work within the limits of the right-of-way shall be equal to or better than that required by the Standard Specifications for State Road and Bridge Construction, current edition.

4.0 OBSTRUCTION OF TRAFFIC: Petitioner shall ensure highway (and connecting link) traffic will be free of interference unless specifically provided for as a part of this Permit. All temporary traffic control devices and their installation and maintenance shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways which has been adopted by the Secretary. Whenever the Temporary Traffic Control Standards conflict with the MUTCD, the Standards shall govern. Workers shall wear approved safety vests according to 23 CFR Part 634, Worker Visibility.

5.0 Right-of-Way. Petitioner shall restore the right-of-way to the condition existing prior to approval of the work described on this Permit.

5.1 Any sod, shrubs or trees destroyed by this work shall be replaced as directed by the District Engineer.

5.2 The right-of-way shall be kept free from parking, advertising signs or any other commercial activity.

6.0 MAINTENANCE: All Utility Installations shall be maintained or caused to be maintained by Petitioner.

7.0 PERMIT REVOCATION: In lieu of bond, Secretary may revoke the Permit and remove any work-performed. Petitioner shall reimburse Secretary for any cost incurred by Secretary to restore the right-of-way. Secretary will not authorize any other highway permits until the Petitioner has either reimbursed the Secretary or restored the right-of-way.

8.0 INTIATION AND COMPLETION OF WORK: Petitioner agrees to notify the District Engineer (and City) or their duly authorized KDOT representative _____ before work is initiated and again when the work is completed.

8.1 An approved signed copy of this Permit shall be on the premises at the start and during the period any work is performed.

8.2 All work, including right-of-way restoration, shall be completed within _____ calendar days of APPROVAL DATE, otherwise this Permit is null and void. The District Engineer or his duly authorized representative may grant an extension of time upon request of Petitioner. Any such request must be submitted in writing and state the reasons for delay in completing the work.

9.0 LIABILITY: Petitioner shall indemnify and hold harmless Secretary from personal injury and property damage claims arising out of any act or omission of Petitioner. If Secretary defends a third party's claim, Petitioner shall indemnify Secretary for personal injury damages, property damages, and related expenses Secretary incurs arising out of Petitioner's act or omission. For purposes of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors, and assigns.

9.1 INSURANCE: Liability Insurance. Petitioner shall carry "General Liability" insurance under an occurrence policy that has a minimum combined single limit of \$2,000,000 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Premises-Operation, Underground Hazard, Products/Completed Operations Hazard, Contractual Insurance, Broad form Property Damage, Independent Contractors, and Personal Injury. Worker's Compensation. Petitioner shall carry "Worker's Compensation and Employer's Liability" insurance that complies with Kansas state law. Automobile Liability. Petitioner shall carry "Automobile Liability" insurance under an occurrence policy that has a minimum combined single limit of \$1,000,000.00 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Owned, Hired, and Non-Owned.

9.2 "Certificate of Insurance". This Permit shall not take effect unless Petitioner provides Secretary a "Certificates of Insurance" confirming Petitioner carries insurance in the amounts and type this section requires. Petitioner shall obtain insurance only from insurers on the approved Federal Treasury List and authorized by the Kansas Commissioner of Insurance. The "Certificates of Insurance" shall include a clause requiring the insurer to notify the Secretary thirty (30) days in advance of a change in or cancellation of the insurance contracts.

9.3 Petitioner shall maintain this insurance until the District Engineer releases Petitioner from any Permit obligation.

10.0 DAMAGE TO UTILITIES: KDOT shall not be liable for damage to any utility not installed in the location authorized by any permit or agreement issued pursuant to the Utility Accommodation Policy.

11.0 PIPELINE LIABILITY: For attachments to bridges or other structures and for roadway crossings of PIPELINES CARRYING PETROLEUM, HAZARDOUS AND/OR CORROSIVE PRODUCTS, Petitioner shall solely assume all risk and liability for accidents and damages that may occur to persons, property or natural resources by reason of the operation of the pipeline attached to the bridge or structure or crossing the roadway.

11.1 Petitioner shall maintain the insurance required in Section 9.0 for as long as the pipeline remains attached to the bridge or other structure or for as long as the pipeline crosses the roadway. The insurance contract shall cover claims for such length of time as the law permits such claims.

12.0 ENVIRONMENTAL LIABILITY AND INDEMNIFICATION: Petitioner shall assume all risk and liability for all claims suits, actions, causes of actions, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Petitioner now has or which Petitioner may have in the future on account of or in any arising out of or in connection with any known or unknown physical or environmental condition of the Petitioner's property or operation. Petitioner shall comply with federal, state and local rules and regulations. These rules include, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Oil Pollution Act, the Federal Drinking Water Act, the Clean Air Act, the Resource Conservation Recovery Act and all state analogs. Petitioner shall indemnify Secretary against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking investigation, clean-up, removal or remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources. For purposes of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors, and assigns.

13.0 HIGHWAY IMPROVEMENTS: If Secretary makes any alteration or improvement along or upon the highway right-of-way which is the subject of this Permit, Petitioner agrees to hold Secretary harmless for any and all damages or injury to said Petitioner's construction, whether finished or unfinished, as well as damage or injury to Petitioner's equipment, materials, employees, agents or contractees. Within a reasonable time after receiving written notice from Secretary that Petitioner's facilities are in conflict with KDOT's new construction or major maintenance operations, Petitioner shall alter, change location or move their construction work or facilities without cost or expense to the Secretary. If Petitioner fails to relocate their Facilities within a reasonable time, KDOT may designate a time which is not arbitrary or capricious for moving the Facilities. Petitioner shall reimburse KDOT for the costs of relocating the Facilities upon receipt of an itemized statement. (K.S.A. 68-415). In the alternative, Petitioner shall reimburse KDOT for any damages or liabilities or costs to accelerate it may incur as a result of Petitioner's failure to timely relocate the Facility.

13.1 Work approved on this Permit will be conducted in a manner as not to interfere with construction work being performed by KDOT or it's contractors in the vicinity of Petitioner's work or project.

14.0 CANCELLATION: This Permit may be terminated or cancelled by either party upon thirty (30) days written notice to the other party and all rights and privileges accrued to Petitioner under the terms of this Permit shall cease forever, and upon termination or cancellation of this Permit Petitioner shall remove the attachments to the bridge or structure without damage or injury to the bridge or structure. Petitioner shall reimburse the Secretary for any and all damages or injury which results from the removal of attachments to the bridge or structure within thirty (30) days of receipt of an itemized statement of damages.

15.0 ABANDONED OR RETIRED IN PLACE: Petitioner shall notify Secretary when the Facilities will be abandoned or retired in place and shall submit a plan for abandonment or retirement in place to the District Engineer or designee for review and approval. Petitioner shall remove or abandon the Facilities in place in accordance with the approve plan. Petitioner shall pay all costs associated with removal of abandoned or retired in place upon highway right-of-way Facilities.

This Permit is hereby accepted and its provisions agreed to by the parties.

_____ Signature		_____ Phone		_____ Date	
_____ Printed Name					
_____ Owner					
_____ Street Address (City, State, Zip Code)					
<input type="checkbox"/> Agent <input type="checkbox"/> Lesece <input type="checkbox"/> Contractor		_____ Title		_____ Date	
_____ Street Address (City, State, Zip Code)		_____ Contact		_____ Email	
Recommended _____ Date		_____ Area/Metro Engr.		_____ Area Supt. Utility Coord.	
Approved _____ Date		_____ Bureau of Design-Bridge Section			
Petmit approved this _____ day of _____, 20_____					

SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS

BY _____
District Engineer