

Const./Maint.
Petitioner
District
Area
City or Sub-Area

KANSAS DEPARTMENT OF TRANSPORTATION
Bureau of Construction and Maintenance

Permit No. _____
Route _____
Co. _____
State Highway _____
City Conn. Link _____
City _____

**HIGHWAY PERMIT
USE OF RIGHT OF WAY**

THIS AGREEMENT, made and entered into, between the Secretary of Transportation of the State of Kansas, referred to as "Secretary" and _____ (Name of Firm or Individual) (_____) (Tel. No.) _____ (Street) _____ (City) _____ (State) _____ (Zip) _____, referred to as "Petitioner" and the City of _____ (If Not Applicable, Enter N/A), referred to as "City".

Secretary has jurisdiction over highway right-of-ways within the State Highway System of Kansas, and

Secretary (and City) believe it is in the interest of the Citizens of the State of Kansas to permit certain work or projects to be performed upon Highway right-of-ways, and

Petitioner requests permission and authority from Secretary (and City) to perform certain work, described as follows:

Said work is located on public right-of-way in, upon or along State Highway Route _____, Reference Point _____ (or City Connecting Link Route _____ on _____ St.) in Sec. _____ TWP. _____ Range _____, _____ County, _____ Miles(km) _____ (direction) from _____ (Jct. or county line) 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 the Secretary (and City) to utilize Highway right-of-way(s) in the manner described above, the following terms and conditions are mutually agreed to by the Petitioner, the Secretary (and the City).

1.0 PLANS: Petitioner shall furnish five (5) sets of comprehensive plans or sketches, 8 1/2" x 11" or 11" x 17", of the proposed work.

1.1 Plans for utility installations must include a description of the size, type, and method of installation for the proposed Facilities to be located within highway right-of-ways, and adequate sketches to indicate the location of the proposed installation with respect to the traveled way of the highway, the right-of-way lines and, where applicable, the control of access lines,

1.2 An accurate "As Built" Construction Plan shall be provided for deviation from the approved Plan.

2.0 MATERIAL AND METHODS: All requests to perform work in, upon or along Highway right-of-ways must be approved by the District Engineer (and City). In Cities, Petitioner will obtain additional Permits, as required by City.

2.1 The Petitioner shall furnish all material, do all work and pay all costs for the work described on this Permit,

2.2 All utility installations shall comply with the conditions and applicable requirements of the KDOT Utility Accommodation Policy, current edition, which is incorporated by reference in its entirety (and City standards when they exceed those of KDOT).

2.3 Drainage structure requirements shall be determined by Petitioner, but requirements are subject to review and approval by the District Engineer (and City).

2.4 All materials and construction methods used on work within the limits of the right-of-way shall meet or exceed the requirements of the "Standard Specifications for State Road and Bridge Construction," current edition. The Standard Specifications are available at www.ksdot.org.

3.0 INITIATION 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.

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

3.2 All-work, including right-of-way restoration, shall be completed within _____ calendar days of APPROVAL DATE, otherwise this Permit is rescinded. If work has not been started within the completion time, this Permit becomes null and void.

4.0 INSPECTION: Petitioner will be responsible for supervising construction to insure compliance with KDOT (and City) policies and standards.

5.0 ACCEPTANCE: (Check One) KDOT ; City ; will be responsible for acceptance of restored right-of-way.

6.0 RIGHT-OF-WAY: Except for authorized changes, Petitioner shall restore the right-of-way to a condition equal to or better than existed prior to approval of the work described on this Permit.

6.1 Any sod, shrubs or trees destroyed by this work shall be replaced as directed by the District Engineer (and City).

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

7.0 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.

8.0 MAINTENANCE: All utility installations shall be maintained or caused to be maintained by Petitioner.

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

10.0 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, the 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.

10.1 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 Statute. 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.

10.2 "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 Secretary thirty (30) calendar days in advance of a change in or cancellation of the insurance contracts.

10.3 Petitioner shall maintain the insurance required in Section 10.1 until the District Engineer releases the Petitioner from any Permit obligation.

11.0 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 Accomodation Policy.

12.0 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 said bridge, structure or crossing of roadway.

12.1 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.

13.0 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 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 statutes, rules and regulations. These 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 the state analogs. Petitioner shall indemnify the 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.

14.0 HIGHWAY IMPROVEMENTS AND/OR MAINTENANCE: If Secretary makes any alteration or improvement along or upon the highway right-of-way which is the subject of this Permit, Petitioner shall hold Secretary harmless for any and all damage or injury to Petitioner's Facilities, whether finished or unfinished, as well as damage or injury to Petitioner's equipment, materials, employees, agents or contractees. Petitioner shall conduct all work approved on this permit in such a manner as not to interfere with construction or other work being performed by the KDOT (or City) or its contractors in the vicinity of Petitioner's work or project.

14.1 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 move the Facilities. Except for Rural Water Districts meeting the requirements of K.S. A. 68-415(c), Petitioner shall reimburse KDOT for the costs of relocating the Facilities upon receipt of an itemized statement. (See, K.S.A. 68-415). Petitioner shall reimburse KDOT for any construction costs, claims or expenses KDOT incurs as a result of Petitioner's failure to timely relocate the Facilities.

14.2 Written notice will not be required for KDOT's normal maintenance.

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.

APPROVED:

PETITIONER:

CITY OF _____
(when applicable)

Mayor City Mgr. City Engr.

City Clerk

Signature

Printed Name

Street Address (City, State, Zip Code)

Agent Lesse Contractor

Street Address (City, State, Zip Code)

Contact Email

RECOMMENDED BY:

Area/Metro Engr. Area Supt. Utility Coord.

PERMIT APPROVAL DATE: _____

SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS

BY: _____
District Engineer