

Permit No. _____

**SEDGWICK COUNTY PUBLIC WORKS
HIGHWAY PERMIT AGREEMENT
USE OF PUBLIC ROAD RIGHT-OF-WAY**

Township _____

Road No. _____

Com. District No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Sedgwick County, Kansas (hereinafter referred to as the "County") and _____ ("Licensee")

Address (street/city/zip) _____

By (print) _____ Title _____

Signature _____ Date ____ / ____ / ____ Phone _____.

Job Contractor _____ Contact Person _____.

WHEREAS, the Licensee requests permission and authority from the County to perform certain work, related to installation, operation, maintenance, location or removal of the Licensee's facilities, described as follows (the "Work"):

- _____ Entrance culvert in open ditch
- _____ Curb cut for driveway
- _____ Other, describe as follows: _____

_____ involving road right-of-way in, upon or along Road No. _____, Township _____, Range _____, Section _____, of subdivision _____, Block _____, Lot _____ in Sedgwick County, Kansas.

The estimated start date for the Work is ____ / ____ / ____ and the estimated completion date for the Work is ____ / ____ / ____.
(Refer to Section 8)

NOW, THEREFORE, in consideration of the parties' mutual promises and covenants, it is agreed as follows:

Section 1. LICENSE GRANTED. County hereby grants to Licensee a revocable, non-exclusive license to occupy the above-described right-of-way for the purposes aforesaid, subject, however, to the covenants and conditions herein contained.

Section 2. PLANS. Licensee shall furnish to Sedgwick County Public Works two (2) sets of comprehensive plans and/or sketches, 8 1/2" x 11" or larger, of the proposed Work.

2.1 Plans for installation of facilities must include a description of the size, type and method of installation for the proposed Work to be located within road right-of-way, and adequate sketches to indicate the location of the proposed Work with respect to the traveled way of the road, other right-of-way lines and, where applicable, the control of access lines.

2.2 Plans for entrances must include a plan layout sketch or drawing for the proposed installation, method of installation, location of utility lines (where applicable) and a description of the location of the installation in relation to entrance or drainage structures.

Section 3. MATERIAL AND METHODS. All requests to perform Work, in, upon and along road right-of-way must be approved by the County Engineer.

3.1 The Licensee shall furnish material as directed.

3.2 All entrance installations shall comply with the requirements of the County Engineer.

3.3 Drainage Structure requirements shall be determined by the County Engineer.

3.4 Commercial entrances shall be surfaced with material of the same general type and thickness as the adjacent public roadway surfacing or as directed by the County Engineer.

3.5 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 "Kansas Department of Transportation Standard Specifications for Road and Bridge Construction", current edition.

Section 4. TRAFFIC OBSTRUCTIONS. Licensee agrees that highway traffic will be free of interference unless specifically provided for as part of this Permit. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

Section 5. RIGHT-OF-WAY. Licensee agrees to restore said right-of-way to the condition existing at the date hereof.

5.1 Any sod, shrubs or trees destroyed by the Work shall be replaced as directed by the County Engineer.

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

5.3 The Licensee shall restore to the original configuration all ditches, slopes, embankments and fills within the right-of-way.

Section 6. MAINTENANCE. The Licensee is responsible for maintenance of the Work for one full year from completion date.

At the end of such year the Licensee shall notify the County Engineer in writing, and the County Engineer will thereafter inspect the Work.

Section 7. BOND. (Check either 7.1 or 7.2)

7.1 _____ A check or other suitable bond, in the amount of \$ _____ made payable to Sedgwick County, shall be deposited with this Permit to guarantee satisfactory performance of the Work and of the conditions of this Permit.

7.2 _____ A standing bond has been filed with Sedgwick County Public Works and approved by the County Counselor in the amount of \$ _____.

7.3 Licensee covenants and agrees that the foregoing bond will be conditioned on Licensee's proper performance of the Work and of the conditions of this Permit; and County covenants and agrees that said bond will be released upon such proper performance.

Section 8. INITIATION AND COMPLETION OF WORK. Licensee AGREES TO NOTIFY THE COUNTY ENGINEER AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the County Engineer. Licensee will at all times comply with and abide by all rules, notices and regulations of the County Engineer.

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

8.2 The Work, including right-of-way restoration, shall be completed within sixty (60) calendar days of County's approval date of this Permit; and if the Work is not so timely completed, this Permit shall be deemed revoked and the bond hereunder shall be forfeited.

8.3 If the Work involves an entrance culvert, the County will size the culvert, determine the proper type, and note such information in Section 11 hereof. The Licensee will purchase proper culvert, have it delivered to the Work location and forthwith notify the County Engineer of its delivery.

Section 9. LIABILITY. The Licensee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work, whether completed by the Licensee or by the Licensee's agent or contractor completing, installing, or maintaining the Work on the Licensee's behalf; and Licensee does hereby indemnify and hold the County harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Licensee's occupation of the right-of-way hereunder.

9.1 The Licensee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the County from all liability and damages on account of injuries to workers, as provided by law, and to protect the County from all liability and damages occasioned by the Work.

9.2 The Licensee agrees, to file with the County Engineer, prior to the granting of this Permit, "Certificates of Insurance" or other satisfactory evidence to show that Licensee carries Worker's Compensation Insurance, Employer's Liability Insurance, Standard Form Comprehensive Public Liability and Property Damage Insurance, and Comprehensive Automobile Owned, Non-owned and Hired Insurance as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverages are to be \$500,000.00.

9.3 All insurance coverages shall name the County as an additional insured and shall require the insurer to notify Public Works at least thirty (30) days in advance of any cancellation or change in insurance coverages.

9.4 Insurance as herein required shall be maintained in force until final release of the Licensee by the County Engineer from all obligations under the terms of the Permit. Said insurance contract shall cover claims for such length of time as said claims are permitted by law.

Section 10. ROAD IMPROVEMENTS. Licensee recognizes that the County may from time to time deem it necessary or proper to make alterations or improvements in and upon the above-described road right-of-way and that the County has sole discretion to determine the nature and extent of such alterations or improvements. Licensee further recognizes that such County works may require the alteration or relocation of the Work hereunder. Licensee therefore covenants and agrees that, within a reasonable time after written notice from the County Engineer and without cost or expense to the County, Licensee will alter, reconstruct and relocate the Work as directed by the County Engineer. Licensee further covenants and agrees to indemnify and hold the County harmless from any and all liability and damages occasioned by said alteration, reconstruction and relocation.

10.1 Licensee covenants and agrees that the Work will be conducted in such a manner as not to interfere with County construction, improvement or maintenance in the road right-of-way.

10.2 Licensee SHALL BE AND IS HEREBY RESPONSIBLE FOR LOCATING AND SAFEGUARDING ANY EXISTING UTILITY LINES WITHIN THE PROJECT AREA IN ACCORDANCE WITH K.S.A. 1993 Supp. 66-1801, et seq..

Section 11. FIELD DATA FOR CULVERTS.

ENGINEER'S RECOMMENDATION:

SIZE _____ LENGTH _____ TYPE: CMP, RCP, CMAC, OTHER _____
CHECKED BY _____ DATE _____
FIELD CHECKED BY _____ DATE _____
APPLICANT CALLED BY _____ DATE _____

Section 12. ASSIGNMENT. This Permit, and the rights, duties and liabilities incidental hereto, may not be assigned or otherwise transferred by the Licensee without the consent of the County.

Section 13. CHOICE OF LAW AND VENUE. This Permit Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Permit Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

APPROVED THIS _____ DAY OF _____, 20_____.

DAVID C. SPEARS, P.E.
DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER