

Permit No. _____

SEDGWICK COUNTY PUBLIC WORKS

Township _____

Road No. _____

**UTILITY PERMIT AGREEMENT
USE OF PUBLIC ROAD RIGHT-OF-WAY**

Com. District No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____,
by and between the Board of County Commissioners of Sedgwick County, Kansas ("County") and
_____ ("Licensee")

Address _____
(street/city/zip)

State of organization or incorporation: _____, registered or authorized to do business in Kansas.

By (print) _____ Title _____

Signature _____ Date ____ / ____ / ____ Phone _____

Job Contractor _____ Contact Person _____

Job Contractor Phone _____

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

If the Work involves a wireless telecommunications facility please also indicate which one (1) of the following categories the Work falls into pursuant to K.S.A. 66-2019:

- ____ New wireless support structure
- ____ Small cell facility or small cell network
- ____ Substantial modification to an existing wireless support structure or base station
- ____ Eligible facilities requests, as defined by 47 U.S.C. § 1455(a)
- ____ Any other application for placement, installation, or construction of transmission equipment that does not constitute an eligible facilities request as defined by 47 U.S.C. § 1455(a)

Work involving road right-of-way in, upon or along Road No. _____, Township _____, Range _____, Section _____, of subdivision _____, Block _____, Lot(s) _____, 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 (at the sole option of the County), 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 one (1) set of comprehensive plans and/or sketches on 8½" x 11" or larger paper, of the proposed Work.

2.1 Plans for utility installations 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, the right-of-way lines and, where applicable, the control of access lines.

2.2 Plans for utility work (other than installation) shall include location and method of work, and location of other utility lines in the Work area.

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 all material, perform all labor and pay all costs for the Work.

3.2 All utility installations shall comply with the conditions and requirements of the "Utility Accommodation Policy of Sedgwick County Public Works."

3.3 All Work materials and Work construction methods used within 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.

3.4 The Licensee's proposed agent or contractor for completing the Work cannot be a debarred vendor with Sedgwick County Purchasing.

Section 4. TRAFFIC OBSTRUCTIONS. Licensee agrees that highway traffic will be free of interference unless specifically provided for as a part of the Permit Agreement. 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 Any destroyed trees shall have the stump ground down to an elevation six inches (6"), at a minimum, below the existing grade.

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

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

Section 6. MAINTENANCE. All utility installations shall be properly maintained by the Licensee.

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 Agreement to guarantee satisfactory performance of the Work and of the conditions of this Permit Agreement.

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

7.3 Licensee covenants and agrees that the foregoing bond is conditioned on Licensee's proper performance of the Work and of the conditions of this Permit Agreement; 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 The Work, including right-of-way restoration, shall be completed within one (1) year of County's approval date of this Permit Agreement and the Work shall be diligently pursued to completion. If the Work is not so timely completed this Permit Agreement shall be deemed revoked and the bond hereunder shall be forfeited.

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

Section 9. LIABILITY. The Licensee hereby assumes all risk for liability for 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 the 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 Agreement, "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 a minimum of \$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 Agreement. Said insurance contract shall cover claims for such length of time as said claims are permitted by law.

9.5 The Licensee also agrees to ensure that any agent or contractor completing, installing, or maintaining the Work on its behalf within the road right-of-way, shall have insurance in place to { atch those coverages required within Section 9 of this Permit Agreement.

Section 10. ROAD IMPROVEMENTS. Licensee recognizes that the County may fromtime 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 Co } c construction, improvement or maintenance in the said 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. ABANDONED WORK. If the Licensee's Work becomes damaged, abandoned, or unused and County has complied with any requirements included within Section 22-30 of the Sedgwick County Code regarding notice and the damaged, abandoned, or unused condition persists, the County may remove or modify the Work and the Licensee would be required to reimburse the County for any costs incurred by the County during such removal or modification.

Section 12. CLAIM NOTIFICATION. The Licensee shall promptly notify the County in writing of any known claim or demand against the Licensee or the County related to or arising out of the Work.

Section 13. ASSIGNMENT. This Permit Agreement, 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 14. 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