

CO. Rd.# _____

BARTON COUNTY ENGINEER
Barton County Courthouse
1400 Main St., Ste. 208
Great Bend, KS 67530

Ph: (620)793-1808

Appl.Date _____

Fax:(620) 793-1807

Permit # _____

E-Mail: bmcmaman@bartoncounty.org

UTILITY PERMIT

Whereas, _____ Owner,
(name and mailing address)

and (if applicable) _____
(name and mailing address)

As Agent, Lessee, Contractor, hereinafter termed the petitioner, request permission and authority to do certain work involving the County Highway right-of-way in, upon, or along Section _____, Township _____ S, Range _____ W, Barton County _____ (miles)

_____ (direction from) _____ (Nearest intersecting Avenue or Road).

Description of work including the type of utility, size, operating pressure, casing type, location, depth, method of installation, etc.

In consideration of the permission granted by Barton County to utilize Highway right-of-way (s) in the manner described above, the following terms and conditions are mutually agreed to by the Petitioner and the County.

- 1.1 **PLANS:** Petitioner shall furnish two (2) sets of comprehensive plans or detailed drawings, 8 1/2"x 11" or 11"x17", or electronic pdf copy of the proposed work.
- 1.2 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 detailed drawings indicating 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 access lines.
- 1.3 An accurate "As Built" Construction Plan shall be provided for deviation from the approved Plan.
- 2.1 **MATERIAL AND METHODS:** All requests to perform work in, upon or along Highway right-of-ways must be approved by the County Engineer
- 2.2 The Petitioner shall furnish all material, do all work and pay all costs for the work, described on the Permit.
- 2.3 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.
<http://www.ksdot.org/Assets/wwwksdotorg/bureaus/burConsMain/Connections/UAP2007pdf>.
- 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 County Engineer or his duly authorized representative before work is initiated and again when work is completed. An approved signed copy of this Permit shall be on the premises at the start and during the period any work is performed.
- 3.1 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 Barton County policies and standards.
- 5.0 **ACCEPTANCE:** The County Engineer will be responsible for acceptance of restored right-of-way.
- 6.0 **RIGHT-OF-WAY:** Except for authorized changes, Petitioner shall restore 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 County Engineer.
- 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 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, the County may revoke the permit and remove any work performed. The Petitioner shall reimburse the County for any cost incurred by the County to restore right-of-way. The County will not authorize any other highway permits until Petitioner has either reimbursed the County or restored the right-of-way.
- 10.1 **LIABILITY:** Petitioner shall indemnify and hold harmless Barton County from personal injury and property damage claims arising out of any act or omission of Petitioner. If Barton County defends a third party's claim, the Petitioner shall indemnify the County for personal injury damages, property damages, and related

expenses the County 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.

10.2 **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 "Workers 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 that contains the following coverage: Comprehensive Form, Owned, Hired, and Non-Owned.

10.3 "Certificate of Insurance". This permit shall not take effect unless Petitioner provides Barton County a "Certificate 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 County thirty (30) calendar days in advance of a change in or cancellation of the insurance contracts.

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

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

12.1 **PIPELINE LIABILITY:** For attachment to bridges or other structures and for the 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.

12.2 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 comply with all applicable federal, state, and local statutes, regulations and ordinances relating to environmental protection, and health and safety in Petitioner's acts on, or occupation of, the Highway right-of-way(s). Petitioner assumes all risk and liability for, or resulting from, any environmental condition on, at, or leaving the Highway(s) caused by or arising out of Petitioner's, or its agents' or contractors' acts, omissions, or occupation, in whole or in part, of the Highway right-of-way(s). Petitioner shall hold harmless and indemnify the County against all liability, cost, expense, and fines incurred by or levied against the County under any federal, state or local environmental law, regulation, or ordinance resulting from Petitioner's breach of this paragraph or as a result of Petitioner's acts or occupation of the Highway right-of-way(s) pursuant to this Permit. For purpose of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors and assigns.

14.1 **HIGHWAY IMPROVEMENTS AND/OR MAINTENANCE:** If Barton County makes any alteration or improvement along or upon the highway right-of-way which is the subject of this Permit, Petitioner shall hold the County 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 County or its contractors in the vicinity of Petitioner's work or project

14.2 Within a reasonable time after receiving written notice from Barton County that Petitioner's Facilities are in conflict with the County'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 County.

14.3 Written notice will not be required for Barton County's normal maintenance.

15.0 **ABANDONED OR RETIRED IN PLACE:** Petitioner shall notify Barton County when the Facilities will be abandoned or retired in place and shall submit a plan for abandonment or retirement in place to the County 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. This Permit is hereby accepted and its provisions agreed to by the Parties.

Adopted via Resolution 2016-18, dated 9/6/16

Petitioner: _____
Signature

Printed Name

Mailing Address

City, State, Zip Code

Contact email

Permit Approval Date _____

Barton County Engineer