

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

KANSAS DEPARTMENT OF TRANSPORTATION

Bureau of Construction and Maintenance

Permit No. _____

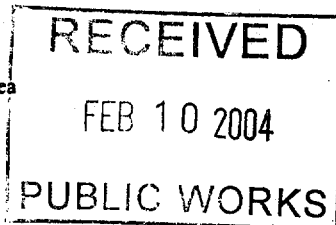
Route _____

Co. _____

State highway ☐

City Conn. Link ☐

City _____



HIGHWAY PERMIT AGREEMENT
USE OF RIGHT OF WAY

THIS AGREEMENT, made and entered into, by and between the Secretary of Transportation of the State of Kansas, hereinafter referred to as the

"Secretary" and H. C. Shephard (Name of Firm or Individual) (785) 979-4959 (Tel. No.)

1711 West Sixth Street (Street), Lawrence (City), KS (State), 66044 (Zip)

hereinafter referred to as the "Petitioner" and the City of, Lawrence KS (If Not Applicable. Enter N/A), hereinafter referred to as the "City".

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

WHEREAS, the 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

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

Reduction of an existing ingress-egress curb cut from 92' wide to 28' wide as shown on the attached plan A010 dated 10 Feb 04.

Said work is located on public right-of-way in, upon or along State Highway Route 40, Reference Point _____ (or City Connecting Link Route _____ on West Sixth St. St.) in Sec. 25 TWP. 12 Range 19, Douglas County, 0.28 Miles(km) East (direction) from 59 & 40 (Sixth & Iowa Streets) (City or Jct.), and

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

NOW THEREFORE, in consideration of the permission granted hereunder by the Secretary (and City) to utilize Highway right-of-ways 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 larger, 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 the Petitioner will obtain additional Permits, as required by the 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 requirements of the KDOT Utility Accommodation Policy, current edition, (and City standards when they exceed those of the KDOT).

2.3 Drainage structure requirements shall be determined by the Petitioner, but said 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 be equal to or better than that required by the "Standard Specifications for State Road and Bridge Construction," current edition.

3.0 INITIATION AND COMPLETION OF WORK: Petitioner agrees to notify the District Engineer (and City) or their duly authorized representative 24 hours 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 before 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 all this Permit is rescinded. If work has not been started within the completion time, this Permit becomes null and void.

4.0 INSPECTION: The 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 agrees to restore said 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 agrees that highway (and connecting link) traffic will be free of interference unless specifically provided for as a part of this Permit. Traffic obstruction shall be in accordance with the "Manual on Uniform Traffic Control Devices," current edition.

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

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

10.0 LIABILITY: The Petitioner, his successor, or assigns, shall assume all risk and liability for accidents and damages that may occur to persons or property on account of this work, and shall indemnify and hold the Secretary harmless from any and all costs, liabilities, expenses, suits, judgments, or damages to persons or property or claims of any nature whatsoever arising out of or in connection with this Permit, or the operation and performance thereunder by the Petitioner, their agents, employees, or subcontractors.

11.0 INSURANCE: The Petitioner shall provide insurance and shall furnish a Certificate of Insurance indicating the following coverage:

a. Comprehensive Liability: Bodily injury and property damage for which the Contractor is responsible with limits of \$250,000 per person and \$500,000 per occurrence.

b. Workman's Compensation: \$100,000 to cover claims of the Contractor and the contractor's employees.

11.1 ☐ Check if no liability insurance required.

11.2 Insurance as herein required shall be maintained in force until final release of the Petitioner by the District Engineer (and City). The insurance document shall include a clause requiring the insurer to notify the Secretary ten (10) days in advance of any cancellation or change in insurance contracts.

12.0 HIGHWAY IMPROVEMENTS AND/OR MAINTENANCE: In the event the Secretary deems it necessary or proper to make any alteration or improvement along or upon the highway right-of-way which is the subject of this Permit, the Petitioner agrees to hold the Secretary harmless for any and all damage or injury to said Petitioner's facilities, whether finished or unfinished, as well as damage or injury to Petitioner's equipment, materials, employees, agents or contractees. The Petitioner further agrees that the work approved on this permit will be conducted 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 the Petitioner's work or project.

12.1 The Petitioner agrees, that within a reasonable time after receiving written notice from the Secretary that Petitioner's facilities are in conflict with KDOT new construction or major maintenance operations, to alter, change location or move their construction work or facilities without cost or expense to the Secretary.

12.2 It is further agreed that written notice will not be required for KDOT normal maintenance such as sign installation or replacement, cleaning existing ditches and channels, etc., whether planned or not.

13.0 ABANDONED OR RETIRED IN PLACE: The Petitioner agrees to notify the Secretary when the permit work has been abandoned or retired in place and to be responsible for all cost 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 hereto.

APPROVED:

PETITIONER:

CITY OF

Lawrence

(when applicable)

Terese A. Bowman 2-11-04

☐ Mayor ☐ City Mgr. ☒ City Engr.

[Signature]

City Clerk

[Signature]

H. C. Shephard Owner

1711 West 6th St., Lawrence, KS 66044

Street Address (City, State, Zip Code)

☒ Agent ☐ Lessee ☒ Contractor

Street Address (City, State, Zip Code)

RECOMMENDED BY:

☐ Area/Metro Engr. ☐ Area Supt. ☐ Utility Coord.

PERMIT APPROVAL DATE: _____

SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS

BY: _____

District Engineer