

TOWNSHIP

Township Rd.# _____
Appl. Date _____
Permit # _____

UTILITY PERMIT

Whereas, _____ Owner,
(name and mailing address)
and _____
(name and mailing address)
As Agent, Lessee, Contractor, hereinafter termed the petitioner, request permission and authority to do certain work involving the Township right-of-way in, upon, or along Section _____, Township _____
_____ S, Range _____ W, Barton County _____
_____ miles from _____
_____ (city of jct.).

Described as follows:

Subject to the following conditions and restrictions:

PLANS: Petitioner shall furnish two (2) set of comprehensive plans or sketches, 8 1/2" X 11" or larger, of the proposed work. Utility installations must be approved by Township Officials or their authorized representative. Drainage requirements to be determined by the County Engineer.

MATERIALS AND METHODS: All materials and construction methods used on the work within the limits of the road right-of-way shall be equal to or better than that required by the Kansas Standard Specifications for State Road and Bridge Construction, current edition. <http://www.ksdot.org:9080/burConsMain/specprov/2007SSDefault.asp>. Construction work shall meet the requirements of KDOT's Utility Accommodations plan. <http://www.ksdot.org/burconsmain/connections/uap2007.pdf>.

COMPLETION: The Petitioner shall furnish all material, do all work, pay all costs and restore said right-of-way to the condition existing prior to approval of the work described on this permit. Work to be completed within _____ day(s) of Approval Date, otherwise permit is null and void. An extension of time may be requested in writing. Petitioner agrees to notify Township Officials or their duly authorized representative before work is initiated and again when the work is completed for final inspection. An approved signed copy of this Permit shall be on the premises before and during the period any work is performed.

OBSTRUCTION OF TRAFFIC: Petitioner agrees that there will be no interference with traffic, unless specifically provided for as a part of the permit. Traffic protection to be in accordance with the most current Manual of Uniform Traffic Control Devices (MUTCD). <http://www.mutcd.fhwa.dot.gov/>.

RIGHT-OF-WAY: Petitioner agrees that no portion of the right-of-way will be used for parking, advertising signs or any other commercial activity. The Petitioner, his successor or assigns, shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of this work. That in the event the Township deems is necessary or proper to make any alterations or improvements along or upon the right-of-way, the petitioner agrees to save the Township harmless to any damage to said petitioners construction along or upon the said right-of-way and the Petitioner further agrees that upon notice being served upon him, he will, within a reasonable time, alter, change, relocate or move his construction or work off the right-of-way as requested by the Township without expense to the Township. 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.

INSPECTION: The Petitioner will be responsible for supervising construction to insure compliance with the Township policies and standards.

LIABILITY: The Petitioner, his successor, or assigns, shall assume all risk and liability for accidents and damages that may occur to person or property on account of this work, and shall indemnify and hold the Township harmless from any and all costs, liabilities, expenses, suits, judgments, or damages to person 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.

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 Compensations; \$100,000 to cover claims of the Contractor and the contractor's employees.

PERMIT GRANTED THIS _____ DAY OF _____, 20_____.

TOWNSHIP OFFICIAL