

CO. Rd.# _____

BARTON COUNTY ENGINEER

620-793-1808

Barton County Courthouse

620-793-1983 Fax

Appl. Date _____

1400 Main, Room 108

E-Mail: crusco@bartoncounty.org

Great Bend, KS 67530

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 County Highway 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) sets of comprehensive plans or sketches, 8 ½" X 11" or larger, of the proposed work. For commercial entrances include a plot plan of the proposed installation. Entrance locations and utility installations must be approved by the County Engineer or his authorized representative. Drainage structural 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>. Commercial entrances shall be surfaced with material of the same general type as roadway surfacing.

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 with _____ day(s) of Approval Date, otherwise permit is null and void. An extension of time may be requested in writing. Petitioner agrees to notify the County Engineer 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. Any sod, shrubs or trees destroyed by this work shall be replaced as directed by the County Engineer. 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 County deems is necessary or proper to make any alterations or improvements along or upon the right-of-way, the petitioner agrees to save Barton County 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 Barton County without expense to the County. 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. A check, or other suitable bond, in the amount of \$_____, Check No._____, made payable to Barton County shall be deposited with this Permit to guarantee satisfactory performance. Petitioner agrees, that if a check or bond is filed, said check or bond will be forfeited or called if Petitioner fails or refuses to perform the work required under this Permit to satisfaction of the County Engineer. The County Engineer agrees that upon satisfactory compliance with all conditions of this Permit, said check or bond will be released.

INSPECTION: The Petitioner will be responsible for supervising construction to insure compliance with Barton County 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 Barton County 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____.

BARTON COUNTY ENGINEER