

MARION COUNTY, KANSAS
OFFICE OF THE COUNTY ROAD AND BRIDGE SUPERINTENDENT
USE OF RIGHT OF WAY

THIS AGREEMENT, made and entered into, by and between into, by and between the Marion County Board of Commissioners, hereinafter. Referred to as the "County" and _____ (____) _____

(NAME OF FIRM OR INDIVIDUAL) (TELEPHONE NUMBER) (STREET)
(CITY)
_____, _____, hereinafter referred to as the "Petitioner".
(STATE) (ZIP)

WHEREAS, the County has jurisdiction over roadway right-of-ways with in the Marion County Roadway System, and
WHEREAS, the County believes it is in the interest of the Citizens of Marion County, Kansas to permit certain work or projects to be performed upon Roadway right-of-way, and

WHEREAS, the Petitioner requests permission and authority from the County to perform certain work, described as follows:

Said work is located on public right-of-way in, upon or along County Route _____, Reference point _____ in Sec. _____ TWP _____ Range _____, Marion County, _____ Miles (km) _____
(direction) from _____ (city or Jct.), and

WHEREAS, the County has delegated full and complete authority to the County Road and Bridge Superintendent of Marion County to review Roadway Permit Agreements, hereinafter referred to as "Permits," for and on the County's behalf, and to make recommendations to the Board of County Commissioners

NOW THEREFORE, in consideration of the permission granted hereunder by the County to utilize Roadway right-of-ways in the manner described above, the following terms and conditions are mutually agreed to by the Petitioner, and the County.

1.0 PLANS: Petitioner shall furnish five (5) sets of comprehensive plans or sketches, 8 ½" 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 roadway right-of-ways, and adequate sketches to indicate the location of the proposed installation with respect to the traveled way of roadway and the right-of-way lines.

1.2 An accurate "As Built" construction Plan shall be provided for deviation from approved Plan. Deviation of greater than 2 feet from the plan alignment shall not be allowed without prior written permission from the board of Commissioners. Unauthorized deviations of greater than 2 feet shall be justification for removal of the utility in the area of the deviation.

2.0 MATERIAL AND METHODS: All requests to perform work in, upon or along Roadway right-of-ways must be approved by the Board of County Commissioners. 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 Marion County Utility Accommodation Policy, current edition, (and City standards when the exceed those of Marion County).

2.3 Drainage structure requirements shall be determined by the Petitioner, but said requirements are subject to review and approval by the County Road and Bridge Engineer/Superintendent.

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 County Road and Bridge Engineer/Superintendent or his/her duty authorized representative _____ 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 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 Marion County policies and standards.

5.0 ACCEPTANCE: Marion County 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 County Road and Bridge Engineer/Superintendent.

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 roadway traffic will be free of interference unless specifically provided for as a part of this Permit. Traffic protection 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: In addition to bonding, Petitioner agrees that the County may revoke the permit and remove any work performed. The petitioner agrees to reimburse the County for any cost incurred by the County to restore the right-of-way. The County will not authorize any other roadway permits until the Petitioner has either reimbursed the County 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 the County harmless from any and all cost, liabilities, expenses, suits, judgements, 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, his agents, employees, or sub-contractors. In this regard it is further understood and agreed that the Petitioner shall obtain insurance coverage as may be required by the County or the County Engineer.

10.1 The Petitioner shall carry liability insurance to protect the public from injuries by reason of the carrying on of the work to which this permit applies and to protect the County from all liability on account of injuries to workmen, as provided by law, and to protect the County from all liabilities to any person for damages sustained by reason of the carrying on of the work to which this permit applies.

10.2 The Petitioner agrees to file with the County prior to the granting of this Permit, "Certificates of Insurance" or other evidence to show that he carries Workmen's Compensation Insurance, Employer's Liability Insurance, Standard Form Comprehensive Public Liability and Property Damage Insurance, and Comprehensive Automobile Owned, Nonowned and Hired Insurance as recognized by the Commissioner of Insurance of the State of Kansas. The Standard Form Comprehensive Public Liability and Property Damage Insurance shall carry the following coverage; minimum Coverage A "Bodily Injury" each person \$250,000; each accident \$500,000; Coverage B "Property Damage" each accident \$250,000; policy aggregate \$500,000. The Comprehensive Automobile Owned, Nonowned and Hired Insurance shall carry the following coverages: minimum Coverage A "bodily Injury" each person \$250,000; each accident \$500,000, Coverage B "Property Damage" \$250,000.

10.3 "Certificates of insurance" required under paragraph 9.2 shall include a clause requiring the insurer to notify the County ten (10) days in advance of any cancellation or change in insurance contracts.

10.4 Insurance as herein required shall be maintained in force until final release of the Petitioner by the County Road and Bridge Superintendent/Engineer from all obligations under the terms of this Permit. Said insurance contract shall cover claims for such length of time as said claims are permitted by law.

10.5 For PIPELINES CARRYING PETROLEUM, HAZARDOUS AND/OR CORROSIVE PRODUCTS, the Petitioner, his successor, or assigns, shall assume all risk and liability for accidents and damages that may occur to persons or property by reason of the operations of the pipeline.

10.5.1 The petitioner agrees to furnish the County with "Certificates of Insurance" or other evidence to show that he carries liability insurance to protect the County from all liability for accidents and damages that may occur to persons or property sustained by reason of operation of said pipeline. Said "Certificates of Insurance" shall be attached to and made a part of this Permit.

10.5.2 The amount of insurance coverage required under paragraph 10.5.1 applicable to the bridge or other structure or property of the County shall be \$_____ dollars, and the amount of personal liability coverage shall not be less than \$250,000 for each person nor less than \$500,000 for each occurrence.

10.5.3 "Certificates of Insurance" required under paragraph 10.5.1 shall include a clause requiring the insurer to notify the County ten (10) days in advance of any cancellation or change in insurance contracts. Insurance as herein required shall be maintained in full force and effect for as long as the pipeline remains attached to said bridge or structure. Said insurance contract shall cover claims for such length of time as said claims are permitted by law.

11.0 ROADWAY IMPROVEMENTS AND/OR MAINTANCE: In the event the County deems it necessary or proper to make any alteration or improvement along or upon the road right-of-way which is subject of the Permit, the Petitioner agrees to hold the County 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 County or its contractors in the vicinity of the Petitioner's work or project.

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

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

12.0 ABANDONED OR RETIRED IN PLACE: The Petitioner agrees to notify the County 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 roadway right-of-way.

This Permit is hereby accepted and its provisions agreed to by the parties hereto.

PETITIONER:

APPROVED:

Owner

County Engineer/ R&B Superintendent

Street Address (City, State, Zip Code)

PERMIT APPROVAL DATE: _____

Agent Lessee Contractor

MARION COUNTY, KANSAS

Street Address (City, State, Zip Code)

BY: _____ Chairman
Board of County Commissioners

ACCEPTANCE NOTIFICATION

To:

Marion County has reviewed the construction of

and agrees that it is in accordance with the requirements of the Marion County 2001 Utility Accommodation Policy. You are hereby notified that the bonding requirements outlined in Part One, Section I-C of the policy begin as of this date.

ACCEPTED:

Recommended by: _____
County Engineer/R&B Superintendent Date

ACCEPTANCE DATE: _____

BY: _____ Chairman
Board of County Commissioners
Marion County, Kansas