

Maint.
Petitioner
District
Area
City of Sub-Area

KANSAS DEPARTMENT OF TRANSPORTATION
Bureau of Maintenance

Permit No. _____
District No. _____

STANDING PERMIT
USE OF RIGHT OF WAY
For Vegetation Management
Application Purposes

THIS AGREEMENT, made and entered into, between the Secretary of Transportation of the State of Kansas, referred to as "Secretary" and _____ (_____) _____ (Tel. No.)
(Name of Firm or Individual)

_____, _____, _____, _____
(Street) (City) (State) (Zip)

referred to as "Petitioner" and the City of _____, referred to as "City".
(If not Applicable, Enter N/A)

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

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

To gather information required to complete an application for vegetation management for outdoor advertising signs.

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

- 1.0 An approved signed copy of this Standing Permit shall be on the premises at the start and during the period any work is being performed.
- 1.1 All work, including any right-of-way restoration shall be completed within (2) working days of notification that work is to begin.
- 1.2 The sign owner or authorized designee shall notify the appropriate KDOT District Area office (2) working days prior to entering upon the KDOT right-of-way for any and all work. Failure to comply with this requirement may result in the revocation of this permit, and the stoppage of work on the right-of-way.
- 2.0 INSPECTION: Petitioner shall be responsible for supervising all vegetation management work to insure compliance with KDOT (and City) policies and standards.
- 2.1 ACCEPTANCE: KDOT will be responsible for acceptance of restored right-of-way.
- 2.2 **RIGHT-OF-WAY: Except for authorized changes, Petitioner shall restore the right-of-way to a condition equal to or better than existed prior to the initiation of work on the right-of-way.**
- 2.3 The Petitioner shall reimburse the Secretary for any costs incurred by Secretary to restore the right-of-way. The Secretary will not authorize any other highway permits until Petitioner has either reimbursed the Secretary or restored the right-of-way.
- 2.4 The right-of-way shall be kept free from parking, advertising signs or any other activity not authorized by this Permit.
- 2.5 Petitioner shall not perform, or allow to be performed any work authorized under this permit in such a way as to conflict with, impede or disrupt in any way KDOT highway construction or maintenance operations or interfere with or endanger the safety of the traveling public.
- 2.6 KDOT may, for violation of any of the terms herein, revoke, amend or cancel this permit or any provision hereof without incurring liability upon notice to Petitioner. KDOT is authorized to suspend, revoke, amend or cancel this permit without notice and without incurring liability, if highway maintenance and/or construction are required within the limits of the assigned area, or there is a danger to the highway or traveling public.
- 3.0 OBSTRUCTION OF TRAFFIC: Petitioner shall ensure highway (and connecting link) traffic will be free of interference unless specifically provided for as 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.

4.0 LIABILITY: The Petitioner on behalf of itself and its successors and assigns, agrees to protect KDOT, its officers and employees and save them harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Petitioner, its successors, assigns, agents, contractors, licensees,

employees, or any person whomsoever, in connection with Petitioner's, its successors, assigns, agents, contractors, licensees, or employees' construction, installation, maintenance, operation, use or occupancy of the right-of-way or in the exercise of this permit. In case any suit or action is brought against KDOT, its officers and employees, arising out of or by reason of any of the above causes, the Petitioner or its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgment against KDOT, its officers, or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) KDOT, its officers or employees and (b) the Petitioner or Petitioner's successors, assigns, agents, contractors, licensees, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Petitioner or the Petitioner's successors, assigns, agents, contractors, licensees, or employees. The Petitioner, on behalf of itself and its successors, assigns, agents, contractors, licensees, and employees, agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it and its successors, assigns, agents, contractors, licensees, or employees' construction, installation, maintenance, operation, use or occupancy of the right-of-way or in the exercise of this permit against KDOT, its agents, contractors, or employees, except the reasonable costs of repair to property resulting from the negligent injury or damage to Petitioner's property by KDOT, its agents, contractors or employees.

4.1 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, Contractual insurance, Broad form Property Damage, Independent Contractors, and Personal Injury. Worker's Compensation: Petitioner shall carry Worker's Compensation and Employer's Liability Insurance that complies with Kansas Statutes. Automobile Liability: Petitioner shall carry "Automobile Liability" insurance under an occurrence policy that has a minimum combined single limit of \$1,000,000 for personal injury and property damage and contains the following coverage: Comprehensive Form, Owned, Hired, and Non-Owned.

4.2 "Certificate of Insurance." This permit shall not take effect unless Petitioner provides Secretary a "Certificate of Insurance" confirming Petitioner carries insurance in the amounts and type this section requires. Petitioner shall maintain the insurance required in this section until the District Engineer or designee releases the Petitioner from any Permit obligation.

5.0 This standing permit is issued for a calendar year and will expire on December 31 of each year.

5.1 This permit is not assignable or transferable, either in whole or in part.

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

APPROVED: _____

PETITIONER: _____
Signature

CITY OF: _____
(when applicable)

Printed Name

Street Address (City, State, Zip Code)

Mayor City Mgr City Engr.

Agent Lessee Contractor

City Clerk

Street Address (City, State, Zip Code)

Contact Email

RECOMMENDED BY: _____

Area/Metro Engr. Area Supt. Utility Coord.

PERMIT APPROVAL DATE: _____

SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS

BY: _____
District Engineer