

**TRANSMITTAL**

**K. E. Miller Engineering**

516 S. Market  
Wichita, Kansas 67202  
316-264-0242 Fax 316-264-0927

October 13, 2006

**To:** Jim Armour, PE  
City of Wichita Engineering Department  
7<sup>th</sup> Floor City Hall  
Wichita, KS 67202

**RE:** Comfort Inn 1253 PPW  
KDOT form 304 requested signature

We transmit the following:

<u># Copies</u>	<u>Dated</u>	<u>Description</u>
1 Set	10/06	Form 304
1 Sets	10/06	1253PPS67861

Jim,

Attached is a form KDOT #304 required for a sanitary sewer project. The form is required since some of the work is to be completed in the Ridge road right of way near Kellogg Road. Since this project is a PPS, my understanding is the City of Wichita signature is required also. I request you approve this form and sign it. I will forward the form and copy of the plans to Ben Kroener w/ Kdot. If you have questions or concerns with give me a call.

Thank you,

**K.E. Miller Engineering**



Patrick Baer, PE

KANSAS DEPARTMENT OF TRANSPORTATION  
Bureau of Construction & Maintenance

Bureau C/M  
Petitioner  
District  
Area  
City or Sub-Area

HIGHWAY PERMIT AGREEMENT  
USE OF RIGHT OF WAY

Permit No. \_\_\_\_\_  
Route: DISTRICT V  
Co: SEDGWICK  
St.Highway \_\_\_\_\_  
Conn. Link \_\_\_\_\_  
City \_\_\_\_\_

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 Scott Howard, Howard Hospitality (505) 466-0838  
(Name of Firm or Individual) (Tel. No.)  
15 Tarro Road, Santa Fe, NM, 87508  
(Street) (City) (State) (Zip)  
hereinafter referred to as the "Petitioner" and the City of City of Wichita, hereinafter referred to as the "City".  
(If Not Applicable, Enter N/A)

WHEREAS, the Secretary has jurisdiction over highway right-of-ways within the State Highway 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:

Tie into a existing Sanitary Sewer west of the intersection of Kellogg and Ridge Road and extend the sanitary north 270'. Construction is to be completed per COW approved 1708PPS607861 private sanitary plans. Construction is to be completed per city of Wichita construction standards.

Said work is located on public right-of-way, upon or along State Highway Route US54 / 400, Reference Point \_\_\_\_\_ (or City Connecting Link Route \_\_\_\_\_ on Ridge Road St.) in Sec. 28 TWP. 27 South, Range 1 west, Sedgwick County, .02 Miles(km) NW (direction) from Kellogg (US54/400) and Ridge Road (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 City).

1.0 PLANS: Petitioner shall furnish five (5) sets of comprehensive plans or sketches, 8 1/2"x11 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 MATERIALS 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 the 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 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 \_\_\_\_\_ before work is initiated and again when 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 protection shall be in accordance with the "Manual on Uniform Traffic Control Devices," current edition. This includes the use of approved safety vests and traffic control devices.

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 shall hold harmless the Secretary from personal injury and property damage claims arising out of the petitioner's act or omission. If the Secretary defends a third party's claim, the petitioner shall indemnify the Secretary for personal injury damages, property damages, and related expenses the Secretary incurs arising out of the Petitioner's act or omission. For purposes of this provision, the term Petitioner includes coverage specified below unless the Secretary or the District Engineer modifies these requirements.

10.1 INSURANCE: Liability Insurance. The Petitioner shall carry "General Liability" insurance under a claims-made 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, Underground Hazard, Products/Completed Operations Hazard, Contractual Insurance, Broad form Property Damage, Independent Contractors, and Personal Injury. Worker's Compensation: The Petitioner shall carry "Worker's Compensation and Employer's Liability" insurance that complies with Kansas state law. Automobile Liability: The Petitioner shall carry "Automobile Liability" insurance under a claims-made policy that has a minimum combined single limit of \$1,000,000.00 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Owned, Hired, and Non-Owned.

10.2 "Certificate of Insurance". "Certificate of Insurance". Before signing the permit, the Petitioner shall furnish to the Secretary "Certificates of Insurance" showing the Petitioner carries insurance in the amounts and type this section requires. The Petitioner shall obtain insurance only from insurers on the approved Federal Treasury List and authorized by the Kansas Commissioner of Insurance. The Certificates of Insurance shall include a clause requiring the insurer to notify the Secretary thirty (30) days in advance of a change in or cancellation of the insurance contracts.

10.3 The Petitioner shall maintain this insurance until the District Engineer releases the Petitioner from any Permit obligation.

11.0 PIPELINE LIABILITY: For attachments to bridges or other structures and for roadway crossings of PIPELINES CARRYING PETROLEUM, HAZARDOUS AND/OR CORROSIVE PRODUCTS, the Petitioner shall solely assume all risk and liability for accidents and damages that may occur to persons or Property by reason of the operation of the pipeline attached to said bridge or structure or crossing said roadway.

11.1 The Petitioner shall maintain the insurance required in Section 9.0 for as long as the pipeline remains attached to the bridge or other structure or for as long as the pipeline crosses the roadway. The insurance contract shall cover claims for such length of time as the law permits such claims.

12.0 ENVIRONMENTAL LIABILITY AND INDEMNIFICATION: The Petitioner shall assume all risk and liability for all claims suits, actions, causes of actions, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which the Petitioner now has or which the Petitioner may have in the future on account of or in any arising out of or in connection with known or unknown physical or environmental condition of the Petitioner's property or operation. The Petitioner shall comply with federal, state and local rules and regulations. These rules include, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation Recovery Act. The Petitioner shall indemnify the Secretary against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources. For purposes of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors, and assigns.

13.0 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 KDOT (or City) or its contractors in the vicinity of the Petitioner's work or project.

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

13.2 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.

14.0 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:

  
Owner (Signature)

CITY OF \_\_\_\_\_  
(when applicable)

Scott Hecox  
Owner

15 Terra Road Santa Fe, NM 87508  
Street Address (City, State, Zip Code)

Mayor  City Mgr.  City Engr.

KE Miller Engineering

\_\_\_\_\_  
City Clerk

Agent  Lessee  Contractor  
5116 S. Market Wichita, KS 67202  
Street Address (City, State, Zip Code)

Pat@kemiller.com  
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