



*Sedgwick County...
working for you*

Public Works

1144 S. Seneca, Wichita, KS 67213-4443 - www.sedgwickcounty.org - TEL: 316-660-1777

David C. Spears, P.E.
Director / County Engineer

July 6, 2016

City of Wichita
455 N. Main
Wichita, KS 67202

Dear Mr. Breitenbach:

Enclosed please find a copy of the executed Utility Permit Agreement Numbers 1466-16 granted by the County Engineer, authorizing you to locate, construct, operate, maintain, or remove as per the enclosed application. All lines must be a minimum depth of 30".

This application is filed in the Office of the Director, Public Works, and is subject to the usual requirements. **A copy of the permit must be onsite at all times while work is in progress.**

It is very important that you contact Julie Williams in writing, by e-mail at julie.williams@sedgwick.gov, or by fax at (316) 660-1875 within 5 business days upon completion of work, to arrange for final inspection. Your guarantee and maintenance of construction areas will remain in effect until written notification of completion of construction is received in our office.

Sincerely,

A handwritten signature in cursive script that reads "Julie Williams".

Julie Williams

Enclosure

JW/jw

Permit No. 1466-16
Road No. 825 1/2 - U, V

SEDGWICK COUNTY PUBLIC WORKS
UTILITY PERMIT AGREEMENT
USE OF PUBLIC ROAD RIGHT-OF-WAY

Township Riverside
Com. District No. 5

THIS AGREEMENT, made and entered into this 30th day of June, 20 16,

by and between the Board of County Commissioners of Sedgwick County, Kansas ("County") and City of Wichita, Kansas ("Licensee")

Address 455 North Main, Wichita, KS 67202
(street/city/zip)

By (print) Mr. Stan Breitenbach Title Project Manager

Signature [Signature] Date 6/23/16 Phone (316) 268-4235

Job Contractor McCullough Excavation Contact Person _____

WHEREAS, the Licensee requests permission and authority from the County to perform certain work related to installation, operation, maintenance, or removal of the Licensee's public utility facilities, described as follows (the "Work"):

Installation of a new 12" re-use water pipeline within County right-of-way. The alignment is proposed to parallel Clifton from 55th Street South to the Clifton intersection with K-15. Also, the alignment is proposed to cross underneath MacArthur east

of K-15. Installation is proposed within Sections 14 and 23, including south side of Turnpike Drive. [Signature]

involving road right-of-way in, upon or along Road No. Clifton, Township 28S, Range 1E, Section 23 of subdivision n/a, Block --, Lot(s) n/a, in Sedgwick County, Kansas.

The estimated start date for the Work is 7 / 11 / 16, and the estimated completion date for the Work is 11 / 4 / 16.

(Refer to Section 8)

NOW, THEREFORE, in consideration of the parties' mutual promises and covenants, it is agreed as follows:

Section 1. LICENSE GRANTED. County hereby grants to Licensee a revocable, non-exclusive license to occupy the above-described right-of-way for the purposes aforesaid, subject, however, to the covenants and conditions herein contained.

Section 2. PLANS. Licensee shall furnish to Sedgwick County Public Works one (1) set of comprehensive plans and/or sketches on 8 1/2" x 11" or larger paper, of the proposed Work.

2.1 Plans for utility installations must include a description of the size, type and method of installation for the proposed Work to be located within road right-of-way, and adequate sketches to indicate the location of the proposed Work with respect to the traveled way of the road, the right-of-way lines and, where applicable, the control of access lines.

2.2 Plans for utility work (other than installation) shall include location and method of work, and location of other utility lines in the Work area.

Section 3. MATERIAL AND METHODS. All requests to perform Work in, upon and along road right-of-way must be approved by the County Engineer.

3.1 The Licensee shall furnish all material, perform all labor and pay all costs for the Work.

3.2 All utility installations shall comply with the conditions and requirements of the "Utility Accommodation Policy of Sedgwick County Public Works."

3.3 All Work materials and Work construction methods used within the right-of-way shall be equal to or better than that required by the Kansas Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

Section 4. TRAFFIC OBSTRUCTIONS. Licensee agrees that highway 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.

Section 5. RIGHT-OF-WAY. Licensee agrees to restore said right-of-way to the condition existing at the date hereof.

- 5.1 Any sod, shrubs or trees destroyed by the Work shall be replaced as directed by the County Engineer.
- 5.2 Any destroyed trees shall have the stump ground down to an elevation six inches (6"), at a minimum, below the existing grade.
- 5.3 The right-of-way shall be kept free from parking, advertising signs or any other commercial activity.
- 5.4 The Licensee shall restore the original configuration of all ditches, slopes, embankments and fills within the right-of-way.

Section 6. MAINTENANCE. All utility installations shall be properly maintained by the Licensee.

Section 7. BOND. (Check either 7.1 or 7.2)

- 7.1 N/A A check or other suitable bond, in the amount of \$ _____ made payable to Sedgwick County, shall be deposited with this Permit to guarantee satisfactory performance of the Work and of the conditions of this Permit.
- 7.2 N/A A standing bond has been filed with Sedgwick County Public Works and approved by the County Counselor in the amount of \$ _____.
- 7.3 Licensee covenants and agrees that the foregoing bond will be conditioned on Licensee's proper performance of the Work and of the conditions of this Permit; and County covenants and agrees that said bond will be released upon such proper performance.

Section 8. INITIATION AND COMPLETION OF WORK. Licensee AGREES TO NOTIFY THE COUNTY ENGINEER AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the County Engineer. Licensee will at all times comply with and abide by all rules, notices and regulations of the County Engineer.

- 8.1 The Work, including right-of-way restoration, shall be completed within one hundred twenty (120) calendar days of County's approval date of this Permit; and if the Work is not so timely completed this Permit shall be deemed revoked and the bond hereunder shall be forfeited.
- 8.2 An approved signed copy of this Permit shall be on the premises before and during the period any Work is performed.

Section 9. LIABILITY. The Licensee hereby assumes all risk for liability for damages that may occur to persons or property on account of the Work; and the Licensee does hereby indemnify and hold the County harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Licensee's occupation of the right-of-way hereunder.

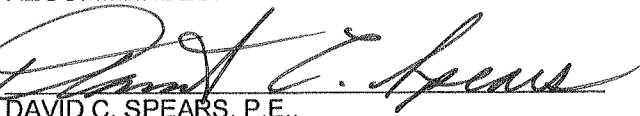
- 9.1 The Licensee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the County from all liability and damages on account of injuries to workers, as provided by law, and to protect the County from all liability and damages occasioned by the Work.
- 9.2 The Licensee agrees to file with the County Engineer, prior to the granting of this Permit, "Certificates of Insurance" or other satisfactory evidence to show that Licensee carries Worker's Compensation Insurance, Employer's Liability Insurance, Standard Form Comprehensive Public Liability and Property Damage Insurance, and Comprehensive Automobile Owned, Non-owned and Hired Insurance as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverages are to be \$500,000.00.
- 9.3 All insurance coverages shall name the County as an additional insured and shall require the insurer to notify the County Clerk at least thirty (30) days in advance of any cancellation or change in insurance coverages.
- 9.5 Insurance as herein required shall be maintained in force until final release of the Licensee by the County Engineer from all obligations under the terms of the Permit. Said insurance contract shall cover claims for such length of time as said claims are permitted by law.

Section 10. ROAD IMPROVEMENTS. Licensee recognizes that the County may from time to time deem it necessary or proper to make alterations or improvements in and upon the above-described road right-of-way and that the County has sole discretion to determine the nature and extent of such alterations or improvements. Licensee further recognizes that such County works may require the alteration or relocation of the Work hereunder. Licensee therefore covenants and agrees that, within a reasonable time after written notice from the County Engineer and without cost or expense to the County, Licensee will alter, reconstruct and relocate the Work as directed by the County Engineer. Licensee further covenants and agrees to indemnify and hold the County harmless from any and all liability and damages occasioned by said alteration, reconstruction and relocation.

- 10.1 Licensee covenants and agrees that the Work will be conducted in such a manner as not to interfere with County construction, improvement or maintenance in the said road right-of-way.
- 10.2 Licensee SHALL BE AND IS HEREBY RESPONSIBLE FOR LOCATING AND SAFEGUARDING ANY EXISTING UTILITY LINES WITHIN THE PROJECT AREA IN ACCORDANCE WITH K.S.A. 1993 Supp 66-1801, et seq..

Section 11. ASSIGNMENT. This Permit, and the rights, duties and liabilities incidental hereto, may not be assigned or otherwise transferred by the Licensee without the consent of the County.

APPROVED THIS 6TH DAY OF July, 2016.

RECOMMENDED:

DAVID C. SPEARS, P.E.,
DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER