Phone: 785-751-4448 Contact: <a href="mailto:nhales@logancountyks.gov">nhales@logancountyks.gov</a> Contact: <a href="mailto:crucker@logancountyks.gov">crucker@logancountyks.gov</a>

# LOGAN COUNTY, KANSAS HIGHWAY PERMIT AGREEMENT USE OF COUNTY RIGHT-OF-WAY

DATE:			
WHEREAS,			as duly authorized
	(Print Nam	e of Individual)	
for			
	(Print Co	ompany Name, Addre	ess and Phone)
hereby referre	d to as Petitioner, reques	sts permission and a	uthority to utilize certain areas of Logan
County Highwa	ay right-of-way located u	pon or along	in
			(County Road)
Section	, Township	, Range	, for utility purposes described
as follows and	as located on the attache	ed map;	
Is subject to th	e following conditions ar	nd restrictions;	

Phone: 785-751-4448 Contact: <a href="mailto:nhales@logancountyks.gov">nhales@logancountyks.gov</a> Contact: <a href="mailto:crucker@logancountyks.gov">crucker@logancountyks.gov</a>

1) No work shall commence prior to permit authorization by the duly authorized County official.

2) All installations and work activities shall be undertaken as described in the permit request and in compliance with all submitted and approved plans. Any deviation from submitted plans requires written approval by Logan County prior to installation. Work Permits that are approved will expire (6) months from the date of approval. If permit expires, petitioner is required to resubmit a new request.

- 3) All materials and construction methods shall be equal to or better than standards established by AASHTO for "Utilities within Highway Right-of-Way".
- 4) Petitioner shall furnish all material, perform all work, and pay all costs to restore right-of-way to conditions existing prior to installation within fourteen (14) days of work completion, and shall maintain grading and backfill for one year from date of completion. Installation shall not be considered complete until approved by Logan County upon inspection.
- 5) Petitioner shall limit the impact to normal traffic flow with adequate prior warning and notification in accordance with the "Uniform Manual for Traffic Control Devices". Road closures shall only be allowed when consistent with the submitted and approved work plan and require notification to Logan County prior to closure.
- 6) All installations shall require a minimum of 36 inches of cover or a minimum depth of 5 feet below the road shoulder, as per site specific Logan County approval.
- 7) Petitioner will save Logan County, and its representatives, harmless from any damage claims that might arise from said Utility due to construction, maintenance, and use thereof.
- 8) Petitioner and/or Utility shall move, lower or alter said Utility at any time it is necessary for road or bridge construction or maintenance, as determined by the County, at no cost to the County.
- 9) Petitioner assumes liability for any and all claims due to or arising from acts of Petitioners employees or contractors performing services for said Petitioner under this agreement. Petitioner shall identify all contractors and subcontractors performing installations on behalf of the Petitioner under this permit agreement prior to undertaking installation.
- 10) All excavation within the right-of-way is to be inspected by an authorized representative of Logan County before backfilling, with notice to be received by Logan County a minimum of two (2) days prior to backfilling.

Phone: 785-751-4448 Contact: <a href="mailto:nhales@logancountyks.gov">nhales@logancountyks.gov</a>
Phone: 785-671-4244 Contact: <a href="mailto:crucker@logancountyks.gov">crucker@logancountyks.gov</a>

### **Logan County Road Department**

# 710 West 2<sup>nd</sup> Street

#### Oakley, Kansas 67748

# County Clerk (785)671-4244

#### County Road Supervisor (785)751-4448

COMMENTS/EXCEPTIONS (to be completed by Logi	an County):	
ATTACHMENTS: Insurance Map	Plans	
(check applicable) Certificate		
SIGNED this day of		
PRINT COMPANY NAME		
PRINT REPRESENTATIVE NAME		
ADDRESS		
PHONE		
PERMIT REQUEST APPROVED BY LOGAN COUNTY:		
SIGNED		
PRINT NAME & TITLE		
DATE, 202		

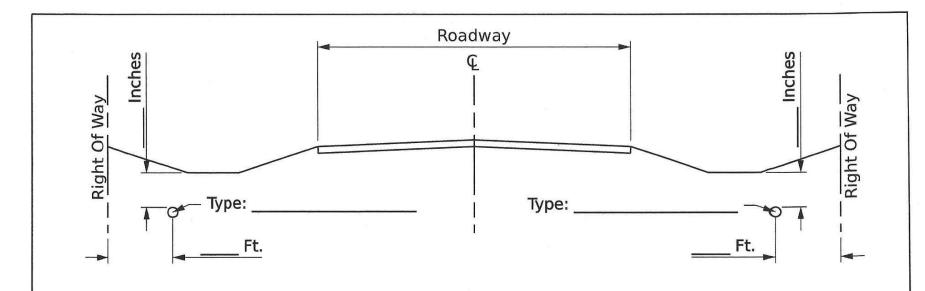
**\$100.00** Application Fee to be paid to Logan County

Phone: 785-751-4448 Contact: <a href="mailto:nhales@logancountyks.gov">nhales@logancountyks.gov</a> Contact: <a href="mailto:crucker@logancountyks.gov">crucker@logancountyks.gov</a>

# <u>PETITIONER SHALL NOTIFY LOGAN COUNTY PRIOR TO PERFORMING THE</u> <u>DESCRIBED WORK AS WELL AS COMPLETION DATE OF PROJECT.</u>

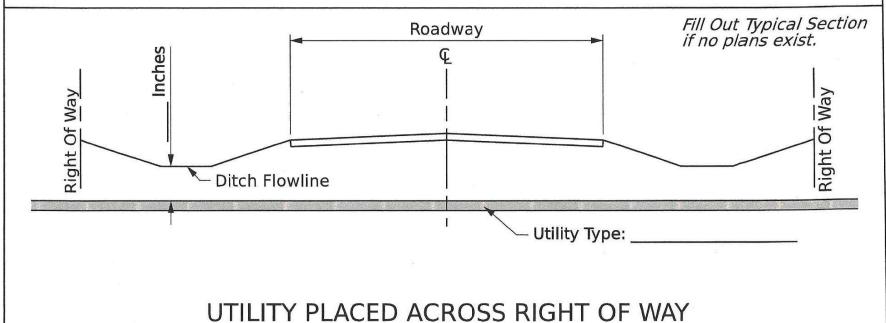
		INSURANCE VERIFICAT	TION
DATE		_, 202	
l,			, the undersigned, as a duly authorized
	(Print Name)	Agent for	
	(Prin	t Company Name and Ac	ddress)
and/or repair a	· · · · · · · · · · · · · · · · · · ·	Logan County, Kansas, a	r protection of the Public in the installation and agree to install or repair said utility in
County a Certific and property da of Insurance sha expire until at le contractor from for which the coi	ate of Insurance indicatir mage of not less than \$50 Ill contain a provision the east 10 days prior writted claims which may arise o	ng coverage of General Liab 00,000 per occurrence, pric at coverage afforded unde n notice has been given to out of or result from the co able, whether such operatio	etractor for this installation shall file with Logar collity with a combined single limit for bodily injury for to commencement of any work. The Certificate for the policies will not be canceled or allowed to to Logan County. Said insurance shall protect the contractor's operations under this agreement and cons be by the contractor or by a subcontractor of
	CERTIFI	CATE OF INSURANCE HERE	ETO ATTACHED.
PRINT NAME _			(Company or Contractor)
SIGNATURE			
PRINT NAME O	F SIGNATURE		
ADDRESS			

**\$100.00** Application Fee to be paid to Logan County



Fill Out Typical Section if no plans exist.

UTILITY PLACED ALONG RIGHT OF WAY



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