

**KANSAS DEPARTMENT OF TRANSPORTATION
HIGHWAY ACCESS PERMIT**

Permittee:	Permit No:	Access Route Class:	District Plan: <input type="checkbox"/>
City:	Route:	County:	City Connecting Link: <input type="checkbox"/>

THIS PERMIT, made and entered into, by and between the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary" and _____

Name of Owner or Agent for the Owner

Phone #

Street Address

City

State

Zip

hereinafter referred to as "Permittee" and the City of _____ hereinafter referred to as the "City", collectively referred to as the "Parties".

(If not applicable, enter N/A)

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

WHEREAS, the Secretary (and City) believe that 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 for access for a specific property usage and access type, and

WHEREAS, the Permittee understands that their specific point of access may be modified or withdrawn as long as reasonable access is afforded, and

WHEREAS, the Permittee agrees to perform certain work as indicated on Form 334 *Highway Access Permit Work Details Sheet* and described as follows:

Said work is located on public right-of-way in, upon or along State Highway Route, Reference Point

_____ (or City Connecting Link Routes _____ on _____ Street)

in Section _____, Township _____, Range _____,

_____ County, _____ Miles _____ (direction) from _____
(Cross Street), and

Access Types: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ As defined herein:

Type 1: Low Volume—0-49 vehicles per day maximum (two-way access traffic count); Non-commercial—farm, agriculture, field, timber, cultivated, pasture, duplex, single family residential/home, apartment building containing five or fewer dwelling units

Type 2: Low volume—0-49 vehicles per day maximum (two-way access traffic count); Special-use—city water treatment plant, microwave station, pipeline checkpoint, telephone repeater stations, utilities (electric, gas, telephone, water) check/maintenance stations, Corps of Engineers dike roads

Type 3: Low volume—0-49 vehicles per day maximum (two-way access traffic count); Emergency facility—fire station and/or paramedic facility

Type 4: Low volume—0-49 vehicles per day maximum (two-way access traffic count); Commercial - small business, cemetery, nursing home, other.

Type 5: Medium volume—50-499 vehicles per day and/or less than 50 vehicles per peak hour of the highway (two-way vehicular access count); Commercial--industrial, institutional, recreational, local road connections (included joint-use/shared access)

Type 6: High volume—500 vehicles per day and over and/or 50 vehicles per peak hour of the highway or more; Commercial—industrial, institutional, recreational, local road connections (includes join-use/shared access)

WHEREAS, the Secretary has delegated full and complete authority to the District Engineers of the Kansas Department of Transportation (KDOT) to execute Highway Permits, 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 and on Form 334, the following terms and conditions are mutually agreed to by the Permittee, the Secretary (and the City). The access facility described in Form 334 and permitted under this document is referred to herein as the "Facility."

Terms and Conditions of Permit:

The Owner or their designated Agent agrees that the "Access Type" will remain as indicated on this form and apply for a new permit when the "Access Type" or "Property Usage" changes. The owner or their designated Agent agrees to incur all costs associated with revising the access when "Access Type" or "Usage" changes occur and improvements are determined to be necessary. In Cities, the Permittee will obtain additional Permits as required by the City.

- 1.0 PLANS: Approved plans ("Plans") for the Facility are attached and hereby incorporated and made a part this permit. If, before, during or after construction, it is determined that alterations to the Facility are needed and made, an accurate set of "As-Built" Plans shall be provided to reflect deviation(s) from the Plans. The As-Built Plans are required before the Notice of Completion or Revocation (Form 309C) will be issued.
- 2.0 MATERIALS AND CONSTRUCTION METHODS:
- 2.1 The Permittee shall furnish all materials, do all work and pay all costs for the work described on this Permit.
- 2.2 All Facility installations shall comply with the conditions and requirements of the *KDOT Access Management Policy*, current edition, (and City standards when they exceeded those of KDOT).
- 2.3 Drainage structure requirements shall be determined by the Permittee, but said requirements are subject to review and approval by the District Engineer (and City).
- 2.4 All material and construction methods used on work within the limits of the right-of-way shall be equal to or better than that required in the *Standard Specifications for State Road and Bridge Construction*, current edition.
- 3.0 INITIATION AND COMPLETION OF WORK: Permittee agrees to notify the District Engineer (and City) or their duly authorized representative before work is initiated and again when the work is completed.
- 3.1 An approved signed copy of the Permit shall be on the premises before and during any work is performed.
- 3.2 All work, including right-of-way restoration, shall be completed within _____ calendar days of the PERMIT APPROVAL DATE; otherwise, this Permit is rescinded. If an extension is needed to complete the work included in this permit, the permittee will obtain written consent of the Area Engineer. If work has not been started within the completion time, the Permit becomes null and void.
- 4.0 INSPECTION: The Permittee will be responsible for supervising construction to insure compliance with KDOT (and City) policies and standards.
- 5.0 ACCEPTANCE: City ☐ If checked the city will be responsible for concurring in the acceptance of the restored right-of-way.
- 6.0 RIGHT-OF-WAY: Except for authorized changes, Permittee agrees to restore said right-of-way to a condition equal to or better than existed prior to approval of the work described in 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: Permittee agrees that the highway (and connecting link) traffic will be free of interference unless specifically provided for as part of the Permit. Temporary traffic control shall be in accordance with the *Manual of Uniform Traffic Control Devices*, current edition.
- 8.0 BOND WAIVED: In lieu of the Secretary requiring the Permittee to provide a bond, the Permittee agrees that the Secretary may revoke the permit and remove any work performed. The Permittee 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 Permittee has either reimbursed the Secretary or restored the right-of-way to its previous condition, as accepted by the Secretary.
- 9.0 LIABILITY: The Permittee, its heirs, successors, or assigns, shall assume all risk and liability for accidents and damages that may occur to persons or property during construction and/or installation of the Facility pursuant to this Permit, and shall indemnify and hold the Secretary (or City) harmless from any and all costs, liabilities, expenses, suits, judgments, or damages to persons or property for claims of any nature whatsoever arising out of or in connection with this Permit, or the operation and performance there-under by the Permittee, their agents, employees, or subcontractors. Upon completion of the Facility by the Secretary, the Permittee's duty and obligation to assume all risk and liability and to indemnify and hold the Secretary (or City) harmless shall lapse.
- 10.0 INSURANCE: The Permittee shall be subject to the Liability provisions above and shall provide a Certificate of Insurance indicating the following minimum coverage:
- A. Comprehensive Liability:
- ☐ Bodily injury and property damage for which the Permittee is responsible with limits of \$250,000 per person and \$500,000 per occurrence (required for Access Types 1 through 4).
- ☐ Bodily injury and property damage for which the Permittee is responsible with limits of \$1,000,000 per person and \$2,000,000 per occurrence (required for access Types 5 & 6).
- Local governments requesting access to the Highway are not required to provide liability insurance
- B. Workman's Compensation: Any entity working subject to this Permit, including Permittee's contractors, subcontractors and consultants, which is subject to worker's compensation laws and regulations must carry legally sufficient worker's compensation insurance.
- 10.1 The insurance coverage period must cover the time period for construction up to and including the notice of acceptance completion by KDOT. Insurance as herein required shall be maintained in force until completion of the Facility by the Secretary. In the event the Facility has not been completed and an extension of the construction period is required, Permittee agrees to notify the Secretary (or City) and an updated Certificate of Insurance must be provided if the extension will go beyond the coverage period indicated on the Certificate of insurance on file.
- 11.0 HIGHWAY IMPROVEMENTS AND/OR MAINTENANCE: The Secretary (or City) reserves the right to make any alteration or improvement along or upon the highway right-of-way which is the subject of this Permit or in the vicinity of the Facility located pursuant to this Permit, including, but not limited to, relocation or complete eradication of a Facility subject to this Permit.
- 11.1 In the event the Secretary determines it necessary to relocate the Facility subject to this Permit, Permittee agrees to hold the Secretary (or City) harmless for any damages, if any, that may arise as a result of said relocation of the Facility. If the Secretary (or City) deems it necessary to relocate the Facility subject to this Permit, the Secretary (or City), at the discretion of the Secretary, will either, assume the actual construction costs related to said relocation or perform the relocation itself. Permittee agrees that in, the event of relocation, Secretary (or City) has complete and full discretion regarding the location of the new permitted access point.
- 11.2 Subject to the terms of this Permit, in the event the Secretary determines it necessary to completely eradicate Permittee's Facility and/or revoke this Permit, Permittee agrees to hold the Secretary (or City) harmless for any damages, if any, that may arise as a result of said eradication of the Facility or revocation. If the Secretary (or City) deems it necessary to eradicate the Facility subject to this Permit, the Secretary (or City), at the discretion of the Secretary, will either, assume the actual construction costs related to said eradication or perform the eradication itself.
- 11.3 The Permittee agrees that the work approved pursuant to this Permit will be conducted in such a manner as not to interfere with any construction or other work being performed by the Secretary (or City) or its contractors in the vicinity of the Permittee's work or projects.

11.4 It is further agreed that written notice will not be required for the Secretary's (or City's) normal maintenance including, but not limited to , cleaning ditches, repair/replace surfacing and drainage structures and sign installation or replacement The Permittee agrees to hold the Secretary (or City) harmless for any temporary loss of use or inconvenience arising out of maintenance activities.

12.0 SNOW REMOVAL ON FACILITY: The Permittee is obligated to perform any and all snow and ice removal maintenance to the Facility. Permittee further understands and agrees the Secretary (or City) does not assume any responsibility for the removal or clearance of snow and/or ice, the opening of windrows by authorized representatives engaged in normal winter maintenance operations. Permittee agrees to save and indemnify the Secretary (or City) against any and all claims related to maintenance of the Facility.

13.0 ABANDONED OR RETIRED IN PLACE: The Permittee agrees to notify the Secretary (or City) when the Facility has been abandoned, in whole or in part, or retired in place and to be responsible for all costs associated with removal and/or closure of said Facility. In the event Permittee receives notice from the Secretary (or City) to remove the abandoned and/or retired Facility, Permittee agrees to perform said work within 180 days of notice. Should Permittee fail to properly perform said work, the Secretary (or City) reserves the right to remove and/or close the Facility at Permittee's expense.

13.1 The Secretary (or City) reserves the right to require Permittee to place certain gates or other infrastructure, as set forth in the *KDOT Access Management Policy*, across the Facility the Secretary (or City) deems inactive. In no event shall the Permittee block or otherwise impede the Facility pursuant to this Permit without the express written authorization of the Secretary (or City).

It is understood and agreed by the Parties that this Permit only creates a license for Permittee to have the right and privilege to use the right-of-way for the specific purpose stated herein and subject to the terms of this Permit. It is further understood and agreed by the Parties that this Permit does not create, grant, convey, transfer, or vest, any property right or interest in the Secretary's real property to the Permittee; thus, the Secretary may terminate, modify, or revoke this Permit without notice and without duty, obligation, penalty, damages, or compensation owed to the Permittee by the Secretary unless otherwise stated herein.

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

KDOT's Access Management Unit has reviewed the Permit and provided comments to the District Engineer regarding the conditions of the Permit.

☒ N/A ☐ Reviewed (Access Types 5 and 6, and all variances)

PERMITTEE The person signing as the Permittee must be the Owner or legal representative of the property (Agent of the Owner) served by the permitted access and have full authority to accept the Permit and its terms and conditions.	APPROVED The permit must be signed by the duly authorized representative of the Secretary of Transportation, the city (when applicable) and the Permittee. The permit is not valid until signed by all parties and returned to KDOT for Permit Approval Date.
Owner/Agent of the Owner	The City of (when applicable)
Street Address	City Representative
City, State, Zip	<input type="checkbox"/> Mayor <input type="checkbox"/> City Manager <input type="checkbox"/> City Engineer
Permittee By: _____ <input type="checkbox"/> Owner <input type="checkbox"/> Agent of the Owner	Recommended by (KDOT) _____ Area/Metro Engineer <input type="checkbox"/> AM Engineer
	Secretary of Transportation of the State of Kansas <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ District Engineer or Designee
	For KDOT Use Only Permit Approval Date : _____ By: _____ KDOT Representative (Please Print)