

**APPLICATION FOR TEMPORARY PLACEMENT OF WATERLINE
PIPES UTILIZED FOR OILFIELD DRILLING OPERATIONS
IN THE COUNTY ROAD RIGHT OF WAYS**

Now, on this _____ day of _____, 20____, the undersigned, _____ applies for authority to install temporary water lines along the county roadway(s) as shown on accompanying plans. Applicant agrees and understands that the temporary water lines will be installed as not to interfere with any of the rights of the general public in the use of said roadways and will be constructed in accordance with the applicants agreement with Reno County, entitled *Agreement For Temporary Placement of Waterline Pipes Utilized For Oilfield Drilling Operations in the County Road Right Of Way*, and the laws of the State of Kansas governing the same. This order does not apply to any State Highway.

APPLICANT INFORMATION

CONTRACTOR INFORMATION

PRINTED NAME OF AUTHORIZED REPRESENTATIVE _____

CONTRACTOR COMPANY NAME _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

CONTRACTOR REPRESENTATIVE NAME _____

DATE _____

CONTRACTOR PHONE NUMBER _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

"EFFECTIVE DATE" _____ "TERMINATION DATE" _____

NOTES TO APPLICANT & CONTRACTOR:

ALL APPLICANT INFORMATION, CONTRACTOR INFORMATION AND REQUIRED PACKET DOCUMENTS MUST BE COMPLETED AND SUBMITTED BEFORE OUR OFFICE WILL PROCESS THIS APPLICATION.

TEMPORARY WATER LINES, WHICH CROSS THE ROADWAY ON COUNTY ROADS, SHALL UTILIZE EXISTING COUNTY OWNED CROSS ROAD STRUCTURES, CULVERT PIPES AND BRIDGES. IN THE EVENT NO CROSS ROAD STRUCTURES, CULVERT PIPES OR BRIDGES EXIST. SPECIAL ARRANGEMENT MUST BE MADE WITH RENO COUNTY FOR AN APPROVED ALTERNATE METHOD. NO ABOVE GROUND CROSSINGS WILL BE ALLOWED ON COUNTY ROADS.

TEMPORARY WATER LINES, WHICH PARALLEL THE ROADWAY MUST BE INSTALLED WITHIN 3-FEET OF THE BACK SLOPE OF THE DITCH WHERE PRACTICAL AND IN NO CASE WITHIN 10 FEET OF THE DRIVING SURFACE EXCEPT AT ROAD CROSSINGS.

THE APPLICANT SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL AND RENO COUNTY ACCEPTS NO RESPONSIBILITY FOR ACCIDENTS THAT OCCUR DUE TO LACK OF TRAFFIC CONTROL.

Applicant shall notify Reno County Public Works 24 hours prior to placement of the temporary waterline and following removal of the temporary waterline by calling 620-694-2976.

Please make check payable to and return this completed Application and the attached Agreement For Temporary Placement Of Waterline Pipes Utilized For Oilfield Drilling Operations in the County Road Right of Ways to:

**Reno County Public Works
600 Scott Blvd.
South Hutchinson, Kansas 67505**

OFFICE USE ONLY

APPLICATION No. _____ FEE: **\$250.00** Cash/Check No. _____ Receipt No. _____

ROUTE TO: _____ Section(s) _____ Twp/Range _____
 _____ Public Works Assigned Inspector Road No. _____ Mile No(s) _____ Twp Name _____
 _____ Logan McCurry, Public Works Superintendent County Road Name _____

INSPECTED BY _____ DATE _____

**AGREEMENT FOR TEMPORARY PLACEMENT OF WATERLINE
PIPES UTILIZED FOR OILFIELD DRILLING OPERATIONS
IN THE COUNTY ROAD RIGHT OF WAYS**

THIS AGREEMENT to be effective upon it's execution and is made and entered into by and between RENO COUNTY, KANSAS, acting through the Reno County Public Works Department (the "County") and _____ (the "Applicant").

WHEREAS, Applicant has submitted to the County an Application for placement of waterline pipes utilized for oilfield drilling operations in certain identified County road right of ways; and

WHEREAS, County is willing to permit Applicant the temporary use of its road right of ways subject to the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the parties agree as follows:

1. The terms and conditions of the Applicant's Application and the Applicant's comprehensive plans and sketches of the proposed work have been reviewed and approved by the County and are incorporated herein by reference as if more fully set out.

2. Applicant is hereby permitted to proceed with its proposed work on the County road right of ways, as identified in its application.

3. TERM: The term of this Agreement shall commence as of the "Effective Date" and shall conclude on the "Termination Date" as identified on the Applicant's application at which time Applicant shall have removed all its property from the County road right of ways.

4. DEFINITION. "County road right-of-way" shall mean only the area of real property in which the County has a dedicated or acquired right-of-way interest in real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways, or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above the right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

5. HEALTH, SAFETY AND WELFARE REGULATIONS. The authority of Applicant to use and occupy the public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the County.

6. COMPLIANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. Applicant shall comply with the provisions of Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), PUBLISHED BY THE U.S. Department of Transportation, Federal Highway Administration, current edition and any revisions, which is incorporated herein by reference as if fully set forth herein.

7. REPAIR. Applicant agrees to repair all damage to public right-of-way caused by the activities of that Applicant, or of any agent, affiliate, employee, or subcontractor of that Applicant, while occupying, installing, repairing or maintaining facilities in a public right-of-way and to return the right-of-way to its functional equivalent before the damage pursuant to the reasonable requirements and specifications of the County. If the Applicant fails to make the repairs required by the County, the County may effect those repairs and charge the Applicant the cost of those repairs. All repairs shall be completed by Applicant no later than thirty (30) days following the Termination Date.

8. RELOCATION. Whenever requested by the County, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public, Applicant shall promptly remove its facilities from the public right-of-way or shall relocate or adjust its facilities within the public right-of-way at no cost to the County. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the County for such relocation or adjustment. Any damages suffered by the County or its contractors as a result of such Applicant's failure to timely relocate or adjust its facilities shall be borne by such Applicant.

9. FEES. A permit fee of \$250.00 has been paid by the Applicant, receipt of which is acknowledged by the County.

10. PERFORMANCE BOND. Upon determination of the County a Performance Bond may be required. The Performance Bond shall be in a form acceptable to the County, from a surety licensed to conduct surety business in the State of Kansas, insuring appropriate and timely performance in the construction and maintenance of facilities located in the public right-of-way.

11. INDEMNITY.

- (a) Applicants shall indemnify and hold the County and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of the Applicant, any agent, officer, director, representative, employee, affiliate or subcontractor of the provider, or their respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in a public right-of-way.
- (b) The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the County, its officers, employees, contractors or subcontractors. If an Applicant and the County are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state without, however, waiving any governmental immunity available to the County under state law and without waiving any defenses of the parties under state or federal law.
- (c) This section is solely for the benefit of the County and Applicant and does not create any grant any rights, contractual or otherwise, to any other person or entity.

12. CLAIM NOTIFICATION. The Applicant shall promptly advise the County in writing of any known claim or demand against the Applicant or the County related to or arising out of the Applicant's activities in a County road right-of-way.

13. MATERIALS AND METHODS. Temporary water lines or related facilities or appurtenances in County road right-of-way shall be installed and removed as follows:

- 1. All required traffic control signing shall be erected by the utility's contractor according to the *Manual of Uniform Traffic Control Devices* prior to work commencing.

2. Temporary Water Lines, which cross the roadway on county roads, shall utilize existing County Owned cross road structures, culvert pipes and bridges. In the event no cross road structures, culvert pipes or bridges exist, special arrangements shall be made with the County for an approved alternate method. To be effective, any alternate method must be approved in writing by the Reno County Public Works Director. **No above ground crossings will be allowed on County roads.**
3. Temporary Water Lines, which parallel the roadway must be installed within 3-feet of the back slope of the ditch where practical and in no case within 10 feet of the driving surface except at road crossings.
4. Temporary Water Lines which interfere with road maintenance equipment will be removed.
5. Reno County reserves the right to require any temporary lines to be removed for any emergency as determined by the County.

14. INSURANCE. The Applicant shall provide insurance and shall furnish a Certificate of Insurance indicating the County as an additional insured and providing the following coverage:

1. Comprehensive Liability: Bodily injury and property damage for which the Contractor is responsible with limits of \$500,000 per person and \$1,000,000 per occurrence.
2. Workman's Compensations: \$100,000 to cover claims of the Contractor and the contractor's employees.

15. PENALTY FOR NON-COMPLIANCE. Should the Applicant not comply with all the terms, conditions and stipulations of this Agreement, as determined in the sole discretion of the County, this Agreement shall become null and void and the Applicant shall cease activity in the County road right of way and remove all its property from the County road right of way upon written direction of the Reno County Public Works Director.

16. MISCELLANEOUS.

1. The "Effective Date" of this agreement is the date of its execution by the Reno County Public Works Director.
2. Applicant shall notify 1-800-DIG-SAFE before beginning construction and shall endeavor to locate all existing underground utilities within the limits of construction activities pursuant to its Application.
3. Applicant agrees and understands that notwithstanding any other term and condition of this Agreement, its temporary waterlines will be installed in such a manner as not to interfere with any of the rights of the general public in the use of the public roadways.
4. This Agreement shall be construed in accordance with the laws of the State of Kansas.

To the above and foregoing terms and conditions, the parties have executed this Agreement on the dates indicated.

"APPLICANT"

DATE: _____

Signature

Applicant's Company Name

"COUNTY"

RENO COUNTY

DATE: _____

By: _____
Reno County Public Works Director

This Agreement Corresponds With Temporary Waterline Application No. _____

Created: 11.01.13

Multiple Miles and/or Roads Map

Scale: 2" = 1 Mile

Township and Range: _____

Please Show: Section No.'s and Road Names on map.

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