



**DRIVEWAY AND STREET ACCESS PERMIT
Curb Cut Permit
Street Excavation Permit**

PERMITTEE: _____ **DATE:** _____

Phone: _____

CONTRACTOR: _____ **Phone** _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

Location of driveway requested: _____

Location of street excavation: _____

Terms and Conditions of the Permit

1. No work shall be conducted on Town Property without an approved permit.
2. All work shall be done subject to and in accordance with the requirements of this Permit, Town Code and Ordinances, Town Standards and Regulations for streets and other improvements and good engineering practices.
3. Permittee shall notify Town Hall no later than 24 hours prior to beginning of excavation.
4. Prior to commencing construction, Permittee shall notify the UNCC for underground locates. Unless otherwise approved by the Town, utility lines and pipes shall be perpendicular or parallel to right-of-way lines.
5. Any utilities, facilities, improvements that are distributed or damaged by the work shall be repaired at the Permittee's cost. The surface are shall be restored to its prior condition. Street and sidewalk surfaces and sub surfaces, which are cut or distributed, shall be restored to their preexisting conditions. Backfill, compaction and gravel requirements are set out in Town specifications.
6. Allowance shall be made to avoid interrupting the flow in any drainage ditches, flumes, canals or similar facilities.

7. The work shall be completed; excavations properly backfilled, the surface restored and all damages repaired within 48 hours after commencing work unless otherwise authorized by the Town. Thereafter, surfaces restored and damages repaired and collect the cost of so doing from the Permittee. Thereafter, no further work is authorized without an additional permit.
8. No cleated or tracked equipment shall work on any pavement without mats or other appliances adequate to prevent damage to such surfaces.
9. Signs and barricades and other safety provision shall be provided by the Permittee, and comply with Part VI of the Manual of Uniform Traffic Control Devices.
10. The Town shall have access to the work site at all times to inspect the progress of the work. The Town may stop the work on account of violations of the terms of this permit or to insure safety or traffic movement and require the surface and subsurface to be restored. Not more than one half of a street may be blocked at one time without specific Town permission.
11. Compliance with the terms of this permit are guaranteed by a performance or contract bond, clean irrevocable letter of credit or a cash bond in the amount of \$_____, which is attached hereto and shall remain in effect for one year.
12. Permittee agrees to hold the Town, its officers and employees harmless on account of any damages suffered to the persons or property of contractor or permittee arising out of their operations hereunder or the installation and maintenance of their facilities, utilities or improvements upon Town owned property. The permittee agrees to defend and indemnify the Town, its officers and employees from any damages claimed or adjusted against the Town, its officers and employees arising out of permittee's operations or installation and maintenance of permittee's utilities, improvements, and encroachment or facilities installed or maintained with Town owned property by permittee.
13. Permittee agrees to properly maintain permittee's encroachment, utilities, improvements or installations and shall be responsible to repair any damages to Town property, street surfaces or improvements which result or are caused in any manner by the excavation, installation, operation or maintenance of permittee's encroachment, pursuant to this permit.
14. In the event it is necessary to relocate any utility, facility or improvement the permittee installed within the Town property, pursuant to this permit, on account of the change of any street grade, relocation, realignment or expansion of any street or other improvements to Town property, or installation, replacement, maintenance or operation of any Town property, utility or facility, the permittee shall be responsible to relocate such facilities to a location approved by the Town at the permittee's sole expense.
15. The individuals signing on behalf of the permittee and contractor are hereby designated as agents for the service of process on behalf of permittee and contractor.

16. In the event the Town incurs any cost, including reasonable attorney's fees, enforcing any provision of this permit, the Town may recover such costs from the permittee.
17. All obligations, terms and conditions of this permit upon permittee shall be the joint and several obligations of the permittee and contractor.
18. The permittee and contractor represent that they have read and understand the foregoing terms and conditions of this permit, that they have read and understand the Town's requirements pertaining to the work being done under this permit and that the undersigned have authority to sign for and bind permittee and contractor.
19. The work shall be conducted and encroachment maintained pursuant to the plans attached as Exhibit A.
20. Any breach of the conditions set forth in this permit, or of Town standards, specifications or requirements pertaining to work authorized by this permit or of Town standards, specifications or requirements pertaining to work authorized by this permit may cause the revocations of the permit and stoppage of the work.
21. By their signatures, permittee and contractor agree to comply with all terms and conditions of this permit.
22. This permit may be revoked by the Town of Olathe for any reason as deemed appropriate in the Town's sole discretion. Upon revocation any encroachment shall be removed and the surface restored at Permittee's expense.
23. The additional conditions, if any, are set forth in Exhibit B. _____
Yes or No

Contractor Signature: _____ Date: _____

Printed Name: _____

Permittee Signature: _____ Date: _____

Printed Name: _____

Comments: _____

_____ 8.5”X11” Diagram attached showing ‘north’, adjoining streets, length and width of driveway or proposed curb cut or excavation.

Fee \$25.00 (for Driveway and Curb Cut) – Paid _____ yes _____ no

Fee for Excavation:	Excavation of paved surface	2.00 / sq ft
	Excavation of chip and seal surface	1.75 / sq ft
	Excavation of graveled surfaces	1.50 / sq ft
	Excavation of unimproved surface	1.00 / sq ft

Cash _____ Check _____ #

Cash Bond, Letter of Credit or Contract Bond Received: _____

To be Returned: _____

Returned: _____

Town Staff Approval for work to begin: _____

Date: _____

Town Staff Approval after work completed: _____

Date: _____