



SECTION 01560

WORK IN EASEMENTS AND RIGHTS-OF-WAYS

PART 1. GENERAL

1.1 DESCRIPTION

CONTRACTOR shall take all steps reasonably necessary to insure an even and uninterrupted flow of traffic along main traffic arteries and rights-of ways.

OWNER (KUB) will provide all permanent easements and rights-of-way necessary for the performance of this contract. OWNER (KUB) shall also provide temporary construction easements and rights-of-way it deems necessary for Work performed under this Contract.

OWNER (KUB) will use due diligence in acquiring said easements and rights-of-way before construction work starts. However, should all or part of said easements and rights-of-ways not be obtained before construction begins, CONTRACTOR shall do no Work in those easements of rights-of-way before they are obtained. Copies of said easements shall be furnished to CONTRACTOR, but CONTRACTOR shall perform no excavations in the easements without the approval of KUB.

Should it be necessary or desirable for CONTRACTOR to use, occupy, or have access to property outside of the specified rights-of-way, CONTRACTOR shall make his own arrangements with the owner and tenant of such property and shall be solely responsible for any damages or claims resulting from his operations. CONTRACTOR shall repair or settle all such damage or claims at the full satisfaction of KUB and the owner and/or tenant of all property involved prior to final acceptance of the Work. If any such agreements are made by CONTRACTOR, the agreements must be made in writing with the owner and tenant of such property and KUB must be notified and provided with a copy of the executed document.

CONTRACTOR shall restore all surfaces, structures, underground construction, shrubs and fences within the easements and construction rights-of-way limits to a condition equal to or better than the original as soon as possible, and shall re-seed grass areas and re-sod all lawns that have been destroyed or damaged by the construction operations as soon as possible after the line has been laid.

CONTRACTOR shall keep clean-up (seeding/sodding) operations as close to active pipe laying as practical, generally following by less than 300 feet or as approved by OWNER (KUB).

For all damages to property which are not caused by the proper and careful execution of the Work, CONTRACTOR shall be responsible for all damage to surfaces, structures, underground construction, shrubs, trees, lawns, fences, crops and other property outside of the right-of-way limits and shall make satisfactory settlement for such damage directly with the property owner and tenant involved, as their interests in such damage may require. Damage claims will be resolved within thirty (30) days of notice of such claim. If not, KUB will arbitrate the claim and CONTRACTOR will be held liable for all cost related to the claim settlement and arbitration.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

3.1 CLEARING RIGHT-OF-WAY

No trees are to be damaged or cut without permission from KUB. All debris from clearing the right-of-way will be disposed of by CONTRACTOR. The right-of-way shall be cleared so that the spoil bank from the ditching operation shall not fall on any foreign matter that might become mixed with the excavated soil.

Removal or trimming of trees, shrubs, and vegetation beyond the limits of the easements and rights-of-way as secured by KUB will not be permitted. CONTRACTOR shall be solely responsible for all damages to trees, replaced by CONTRACTOR, or he shall make arrangements relative to the payment therefor, to the satisfaction of KUB of each tree, shrub, and vegetation and KUB and a record thereof filed with KUB.

END OF SECTION