

Rio Blanco County Road and Bridge Department



Meeker District:
 570 Second Street Meeker, CO 81641
 Ph: (970) 878-9590
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 Rio Blanco County Website: www.co.rio-blanco.co.us

Rangely District:
 17497 Hwy. 64 Rangely, CO 81648
 Ph: (970) 878-9595
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PRIVATE CONSTRUCTION OF COUNTY ROADS PERMIT APPLICATION

The Private Construction of County Roads Permit Application is required prior to Rio Blanco County considering requests presented to perform private construction on public road(s) under the County's jurisdiction.

<p>PERMITTEE:</p> <p>Name _____</p> <p>Company _____</p> <p>Address _____</p> <p>City _____ State _____ Zip _____</p> <p>Cell Phone _____ e-mail _____</p>	<p>CONTRACTOR:</p> <p>RBC License #: _____</p> <p>Company _____</p> <p>Name _____ Phone _____</p> <p>Address _____</p> <p>City _____ State _____ Zip _____</p> <p>Phone _____</p>
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LOCATION/DESCRIPTION OF CONSTRUCTION: County Road #: _____ Beg. Mile Post _____ Ending Mile Post _____

Projected Timeline: _____ **(Must be completed within 6 mo. of issue.)**

Attach: MHT (Method of Handling Traffic) prepared by a certified State of Colorado Traffic Control Supervisor.
 Attach: Construction Plans prepared by a licensed engineer.

Purpose of construction: _____

The undersigned Permittee agrees:
INDEMNIFICATION: To the fullest extent permitted by law, Permittee agrees to defend, hold harmless, and unconditionally indemnify Rio Blanco County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs and expenses including attorney's fees and expenses of investigation, claims and damages which Rio Blanco County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Permittee's breach of this Permit or acts or failures to act by Permittee or its employees or agents in the performance of the Permit; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of Rio Blanco County.

That the Permittee has read and understands the "Rio Blanco County Policies and Procedures for Private Construction of County Roads"; That, for valuable and sufficient consideration, the Permittee is contractually obligated to the Rio Blanco County Board of County Commissioners to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions; and in its sole discretion Rio Blanco County reserves the right to terminate this permit at anytime upon written notice to Permittee mailed regular mail, postage prepaid to Permittee at the address shown here in. Said notice shall be effective upon mailing. Rio Blanco County may also serve said notice on Permittee personally or by leaving a copy of said notice at Permittee's place of business or home.

That the Rio Blanco County Board of County Commissioners may legally and specifically enforce each of the foregoing requirements, restrictions and conditions by any action as it deems appropriate.

Permittee Signature _____	Permittee Printed Name _____	Date _____
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COUNTY REPRESENTATIVE EVALUATION REPORT (Attach additional sheet if needed)

Assessment of Road Conditions (width, base, drainage, fencing, etc.) Current Width: _____ Proposed Width: _____ Current Surface: _____

Proposed Surface: _____ Other proposed improvements: _____

On-site Meeting w/Permittee: Yes No Bond Required: Yes No Amount? _____ Permit Expiration: _____

\$500 Permit Fee Paid (Required)? Yes No Cert. of Insurance Attached? Yes No MHT Approved? Yes No Plans Approved? Yes No

Safety Considerations (in addition to policy requirements): _____

Public Benefit/ Negative Impact of permit: _____

Approved with the following Special Requirements _____ DIST: M or R _____

County Rep. Assigned to permit: _____

County Rep. Signature _____	Title _____	Date _____
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PHOTOS FILE NAME/LOCATION: _____

RIO BLANCO COUNTY POLICIES AND PROCEDURES FOR PRIVATE CONSTRUCTION OF COUNTY ROADS

Reviewed by Legal Counsel: August 30, 2004

Adopted: September 13, 2004

PURPOSE

In order to facilitate improvements to a county road, Rio Blanco County may allow a private individual or company to perform construction on all or part of a County road or to relocate all or part of a road.

The purpose of this policy is to outline the procedures and criteria by which Rio Blanco County will consider requests by a private entity to perform construction on a Public Road under the County's jurisdiction. The requirements and procedures set forth herein and in the permit should be considered the minimum and additional information or criteria may be applied.

GENERAL

No person shall maintain or construct a County road without first receiving permission and a Road Construction Permit from the Rio Blanco County Public Facilities Department.

The person requesting permission to improve a County road indicates that he/she has read, understands and agrees to comply with the conditions set forth in this policy and with the conditions of a permit if one is issued. The County shall exercise its' appropriate, lawful authority to ensure compliance with this Policy. Such improvements shall be performed in a manner to insure safe and efficient transportation and to prevent excessive erosion damage to roads or streams.

Nothing in this policy is, or shall be construed to be, an obligation of the Public Facilities Department to permit the construction of any particular road. The County may impose other requirements and restrictions as required and is at the sole discretion of the Rio Blanco County Director of Public Facilities.

Neither the Permittee nor any agent or employee of the Permittee shall be deemed to be an independent contractor, agent or employee of the County. Permittee shall pay, when due, all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law. Permittee shall be solely responsible for the acts of the Permittee, its employees and agents.

PERMIT APPLICATION INFORMATION

A written request shall include at a minimum:

1. The name and/or number of the road to be improved.
2. If necessary, a map designating the portion of the road to be improved.
3. Construction plans prepared by a licensed engineer.
4. Traffic Control Plan prepared by a Colorado State certified Traffic Control Supervisor.
5. A Time-line or projected progress schedule.
6. The reason the construction permit is being requested.

Upon receipt of the request, the County Public Facilities Department **shall conduct a site visit and prepare an evaluation report for the Public Facilities Director.** The report shall address the following:

1. An assessment of the current condition of the road including width, surface, base drainage, fencing, etc.
2. An assessment of safety considerations involved with the request.
3. A statement of any general public benefit served by the proposed improvements.
4. An assessment of any negative impact that might result from the proposed improvements.

If the construction permit is authorized by the Public Facilities Department, an authorized representative from the Public Facilities Department and the person requesting permission to improve the road shall meet on-site to evaluate the condition of the road prior to the commencement of work.

TERMS, FEES AND BONDS

Upon review of the construction request, Rio Blanco County may request a bond or a cash deposit to secure performance according to this policy. The amount of security required will be relative to the distance being improved, and the classification of the road and shall be with a corporate Surety approved by the County, and qualified and licensed to do business in Colorado and maintaining a general agent therein. PERMIT FEE IS \$500.00 AND SHALL BE PAID AT THE TIME OF PERMIT APPLICATION SUBMITTAL.

CONDITIONS

Permittee shall perform construction work as follows:

1. **Permittee must notify the Rio Blanco County Public Facilities Department before construction commences.**
2. The Permittee shall remain within the county right-of-way, or in the case of road relocation, remain within specifications.
3. The Permittee shall be liable and responsible for stabilization, grade, and configuration including but not limited to centerline and cross section for proper drainage and traffic function.
4. All debris, except snow and ice, removed from the road surface and ditches shall be deposited away from stream channels at an agreed upon locations.
5. Ditches and culverts shall be kept functional during and upon completion of construction. Any damage done to ditches and culverts which impair their proper function shall be immediately repaired or replaced by the Permittee at the sole cost and expense of the Permittee.
6. Rio Blanco County reserves the right to terminate this permit if it is deemed that the Permittee is not abiding by the terms and conditions of the permit and acting in the interest of the public health, safety and welfare.
7. Restoration of fences or other private property damaged as a result of construction operations authorized by this permit shall be the responsibility of the Permittee.

DAMAGE AND LIABILITY

The Permittee shall be liable for any damage to the existing road structure caused by Permittee's construction operation.

COUNTY EMPLOYEES

We encourage applicants to hire local contractors in accord with C.R.S. 43-2-210, "Only residents of county to be given employment", which says:

"Only those persons who, at the time of employment, are residents of the county in which the project is being carried on shall be given employment insofar as possible. The residence of a person is considered to be that place in which his habitation is fixed and to which, whenever he is absent, he has the intention of returning."

INSURANCE REQUIREMENTS

1. Vehicles and equipment used must be licensed and insured pursuant to the following: The Permittee shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the PERMITTEE'S operations under the Permit, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts;
 - b. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage;
 - c. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
 - d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Insurance covering claims for damages to persons or property required by the proceeding paragraph shall be in the following amounts:

Bodily Injury Liability:	Each Person:	\$1,000,000
	Each Accident	
	Or Occurrence:	\$1,000,000
Property Damage Liability:	Each Accident	
	Or Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000 or \$100,000 per mile, whichever is greater

All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to Rio Blanco County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception. Insurance shall be furnished in types specified, as follows:

- a. PERMITTEE'S Liability Insurance issued to and covering the liability for damage imposed by law upon the Permittee and each subcontractor with respect to all work performed by them under the Agreement (Construction Permit).
- b. PERMITTEE'S Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Permittee with respect to all work under the Agreement (Construction Permit) performed for the Permittee by subcontractors. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Permittee and each subcontractor arising between the date of final cessation of the work and Rio Blanco County Construction Permit.
- c. The date of final acceptance thereof out of that part of the work performed by each.
- d. Comprehensive Automobile Insurance shall be carried in the amount of \$500,000/\$1,000,000 for bodily injury and \$500,000 for property damage, each occurrence. All liability and property damage insurance required hereunder shall be Comprehensive General and Automobile Bodily Injury and Property Damage form of policy.
- e. The Permittee shall in addition, and in the amounts required above, obtain protective Liability Insurance to and covering the liability for damages imposed by law upon Rio Blanco County with respect to all operations under the Permit by the Permittee or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for PERMITTEE'S Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance's and requirements hereinafter set forth, with an umbrella covering of \$1,000,000, subject to the approval of the Rio Blanco County Public Facilities Department, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under the permit, Permittee shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the Rio Blanco County Public Facilities Department, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the Rio Blanco County Public Facilities Department shall be filed with the Rio Blanco County Public Facilities Department prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given the Rio Blanco County Public Facilities Department. Permittee shall not permit any of his subcontractors to start work until all required insurances have been obtained and certificates with the proper endorsements have been filed with the Permittee.

Failure of the Permittee to comply with the foregoing insurance requirements shall in no way waive RIO BLANCO COUNTY'S rights hereunder.

RIO BLANCO COUNTY'S LIABILITY INSURANCE: Rio Blanco County, at their option, may purchase and maintain such liability insurance as will protect the County. Maintaining such insurance, however, will not relieve the Permittee from purchasing and maintaining the insurance's hereinbefore specified.

OBLIGATIONS BINDING

The Permittee agrees:

- (a) That the Permittee shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Permittee or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Permittee further agrees that its obligations to the County under this paragraph include claims against the County by Permittee's employees whether or not such claim is covered by workers compensation. Permittee expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.
- (b) That the Permittee has read and understands all of the foregoing requirements, restrictions and conditions;
- (c) That, for valuable and sufficient consideration, the Permittee is contractually obligated to the Rio Blanco County Public Facilities Department to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions; and in its sole discretion Rio Blanco County reserves the right to terminate this permit at anytime upon written notice to Permittee mailed regular mail, postage prepaid to Permittee at the address shown here in. Said notice shall be effective upon mailing. Rio Blanco County may also serve said notice on Permittee personally or by leaving a copy of said notice at Permittee's place of business or home.
- (d) The Permittee shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Permittee's expense, all necessary permits required by any governmental agency with jurisdiction.
- (e) Permittee shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
- (f) This Permit may not be assigned or subcontracted without the prior express written consent of the County and any attempt to assign this Contract without the prior express written consent of the County shall render the Permit null and void with respect to the attempted assignee.
- (g) The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Permittee. The right of inspection reserved in the County is for protection of County in assuring that the Permittee is complying with the terms hereof.
- (h) Venue for any dispute hereunder shall be in the District Court of the County of Rio Blanco, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorney's fees.
- (i) That the Rio Blanco County Public Facilities Department may legally and specifically enforce each of the foregoing requirements, restrictions and conditions by any action as it deems appropriate.
- (j) This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.