

Rio Blanco County Road and Bridge Department



Meeker District:
 570 Second Street Meeker, CO 81641
 Ph: (970) 878-9590
 Fax: (970) 878-3396
 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 MAINTENANCE OF COUNTY ROADS PERMIT APPLICATION

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

PERMITTEE:	CONTRACTOR:	RBC License #: _____
Name _____	Company _____	
Company _____	Name _____ Phone _____	
Address _____	Address _____	
City _____ State _____ Zip _____	City _____ State _____ Zip _____	
Cell Phone _____ e-mail _____	Phone _____	

LOCATION/DESCRIPTION OF MAINTENANCE: County Road #: _____ Beg. Mile Post _____ Ending Mile Post _____

County Road #: _____ Beg. Mile Post _____ End. Mile Post _____ County Road #: _____ Beg. Mile Post _____ End. Mile Post _____

County Road #: _____ Beg. Mile Post _____ End. Mile Post _____ County Road #: _____ Beg. Mile Post _____ End. Mile Post _____

Total Miles to be maintained by permittee: _____ Permit requested from (dates) _____ to _____

List of Equipment to be used: _____ Name of person(s) responsible for Maint/Plowing: _____

Names, Addresses and Phone Numbers of Property Owners along proposed maintenance routes: _____

Purpose of maintenance: _____

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 Maintenance 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 _____

COUNTY REPRESENTATIVE EVALUATION REPORT (Attach additional sheet if needed)

Assessment of Road Conditions (width, base, drainage, fencing, etc.) _____

Evaluation/Estimate of cost to bring road(s) to a standard suitable for maintenance/plowing _____

Applicant Equipment Evaluation: _____ Equipped w/runners or shoes(req'd)? Yes No

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

Is a map attached designating the portions of road(s) to be maint. (required)? Yes No Permit valid from: _____ to _____

Expected Frequency/Extent/Duration of Maintenance/Snow Plowing: _____

Manpower/Time/Est. Cost Required: _____

Safety Considerations: _____

Public Benefit/ Negative Impact of permit: _____

On-site Meeting w/Permittee: Yes No

Are improvements by Permittee required prior to maintenance? No Yes: _____ Bond Required: Yes No Amount? _____

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

County Rep. Assigned to permit: _____

County Rep. Signature _____ Title _____ Date _____

**RIO BLANCO COUNTY POLICIES AND PROCEDURES
FOR PRIVATE
MAINTENANCE OF COUNTY ROADS**

Reviewed by legal counsel: August 30, 2004
Adopted: September 13, 2004

PURPOSE

In order to facilitate the maintenance of a road that might not otherwise remain serviceable, Rio Blanco County may allow a private individual or company to maintain all or part of a County 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 maintenance 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.

POLICY AND PROCEDURES

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

The County may require that reasonable improvements and repairs be made to the road necessary for public safety and to protect and preserve the road. Such improvements or repairs shall be made at the expense of the private entity unless otherwise agreed to by the County.

For the purposes of this policy, maintenance work shall include: (1) maintenance of all the traveled way, including sufficient turnouts for safe and efficient use of all users, and (2) leaving culvert inlets in a natural condition without material left in them so that the drainage system will function properly.

The person requesting permission to maintain 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 Maintenance Policy. Such maintenance shall be done in a manner to preserve and protect roads AND THE TRAVELLING PUBLIC during the term of the agreement and to the extent necessary 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 maintenance 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 maintained.
2. If necessary, a map designating the portion of the road to be maintained.
3. The distance in miles to be maintained privately.
4. The type of equipment to be used for maintenance.
5. The name of the person(s) responsible for maintenance.
6. The reason the maintenance permit is being requested.
7. The time period for which the 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 condition of the road including width, surface, base drainage, fencing, etc.

2. An evaluation and estimate of cost, if any, to bring the road up to a standard suitable for maintenance.
3. An assessment of safety considerations involved with the request.
4. A statement of any general public benefit served by providing maintenance service.
5. An assessment of any negative impact that might result from private maintenance service.

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

TERMS, FEES AND BONDS

Upon review of the maintenance 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 maintained, and the classification of the road. PERMIT FEE IS \$500.00 PER ROAD AND SHALL BE PAID AT THE TIME OF PERMIT APPLICATION SUBMITTAL. The term of a permit for maintenance may be for up to one year.

SPECIFICATIONS

Permittee shall perform maintenance work as follows:

1. **Permittee must notify the Rio Blanco County Public Facilities Department before maintenance commences.**
2. Permittee shall use proper equipment per the situation to maintain unpaved road surfaces. It is understood that Permittee shall remain within the county right-of-way.
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. At the discretion of the County, the Permittee may be required to make improvements and repairs to the road, which are deemed necessary to protect and preserve the road from anticipated use. The Permittee shall pay for the improvements and work shall be completed and inspected by the County prior to the commencement of regular maintenance operations.
5. All debris, except snow and ice, removed from the road surface and ditches shall be deposited away from stream channels at agreed upon locations.
6. The back slope bank shall not be undercut nor shall gravel or other surfacing material be bladed off the road.
7. Ditches and culverts shall be kept functional during and upon completion of maintenance operations. 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.
8. "Snow Berm" is herein defined as a dike of snow resulting from the Permittee's snow removal operations which extends above the surface of the traveled way. Permittee shall space, construct, and maintain drainage holes in the Snow Berms as necessary to obtain surface drainage and without discharge on erodible fills. In any event, Permittee shall remove Snow Berms or construct drainage holes at the end of winter operations, or before the spring thaw, whichever is sooner.
9. Equipment used to plow snow shall be equipped with shoes or runners to keep the blade a minimum of three (3) inches above the road surface, unless agreed otherwise by both parties. Rio Blanco County may reserve the right to inspect equipment that will be used for plowing before plowing begins, and anytime during the plowing interval.
10. The Permittee must purchase and install warning signs that notify the public "WARNING PUBLIC ROAD, PRIVATE MAINTENANCE MAY BE IN PROGRESS BEYOND THIS POINT". The permittee shall sign the proposed county road at its beginning, or at both ends of the privately maintained section. The sign must be mounted on a steel signpost or a wooden post not to exceed 4 inches square in size. The Permittee is responsible for obtaining utility location information before installing the sign. The near edge of the sign must be a minimum of 12 feet from the edge of traveled portion of the road. The sign must be installed so that the height distance from the level edge of the road to the bottom edge of the sign is 7 feet.

11. The Permittee MAY BE REQUIRED TO plow a trailhead at the location designated and approved by the County that is large enough to park 2-3 pickups and trailers belonging to others who might be using the area. It must be plowed to facilitate turning a pick-up and trailer around if needed.
12. With written approval of the Rio Blanco County Public Facilities Department, dozers may be used to maintain roads that do not have an asphalt surface.
13. The Permittee must give the Rio Blanco County Public Facilities Department at least two weeks advance notice before ceasing maintenance.
14. 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.
15. Restoration of fences or other private property damaged as a result of maintenance operations authorized by this permit shall be the responsibility of the Permittee.
16. Once snowplowing begins, Permittee must plow each time there is a storm that deposits enough snow to cause the road to be impassable to the types of vehicles normally using the road.
17. If the proposed road is a snowmobile route, coordination with the Road and Bridge Department must be made to assure that one of the alternate snowmobile routes is not plowed so that it can be groomed for winter recreational use.

DAMAGE AND LIABILITY

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

The Rio Blanco County Public Facilities Department shall notify the Permittee in writing if surfacing material has been bladed off the road. The notice shall state the number of road miles (rounded up to the next 0.1 mile), and the cubic yard equivalent of surfacing bladed off. The calculations of the cubic yards will be available for review. In the event the Permittee is maintaining a road with an asphalt surface, any damage done to that surface will be evaluated and a clearly documented bill will be sent to the Permittee. The Permittee will also be advised of damage to and responsible for restoration necessitated by culverts or other structures.

Upon such notice, at the sole cost of the Permittee, the Permittee shall replace the surfacing material in kind, or make the necessary repairs, within 30 days. Planned repairs should be approved by the Public Facilities Director or his representative. If additional time is needed the extension must be approved in writing by the Public Facilities Director.

MULTIPLE USERS ON A SINGLE ROAD

The Permittee shall be liable for the condition of the portion of road in miles listed on the permit regardless of the vehicular traffic utilizing the road.

Rio Blanco County shall inspect the road during and upon expiration of a permit. If restoration is required in accordance with this Policy, Permittee shall be notified. If repairs are not performed in the time specified and/or to the satisfaction of the county, the performance bond company shall be contacted and compensation collected.

The Permittee shall report to the county any damage to the road that the Permittee believes to exceed reasonable wear and tear.

In the event that a road has multiple Private Road Maintenance Permittees and a portion of road is not adequately maintained according to one or more Permittees, he/she shall contact the other Permittee(s) and attempt to work out a mutual agreement. If an agreement cannot be reached between the Permittees, the Road and Bridge Supervisor shall be contacted to mediate. If a mutually acceptable solution cannot be reached, he has the right to revoke permits, or if necessary, to close the road or impose weight restrictions by reason of deterioration, rain, snow or other climatic conditions for a period of 90-days according to C.R.S. 42-4-106, "Who may restrict right to use highways".

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 for maintenance 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 therefrom.

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 (Maintenance 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 (Maintenance 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 Maintenance 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 attorneys 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.