

## **APPENDIX C**

### **Private Winter Road Maintenance Permit**

- **Instructions for Winter Road Maintenance Permit**
- **Exhibit B - Assessment, Surety, and Terms and Conditions**
- **Private Winter Road Maintenance Agreement (sample)**



## Instructions for Private Winter Road Maintenance Permit

The application to perform private winter road maintenance is located on the County website under Public Works - Permits: <https://www.montrosecounty.net/160/Permits-Fees-Programs>.

To perform private winter road maintenance and snowplowing on a County road, a written request for a private winter road maintenance permit must be received by the County Public Works office each year no later than September 1<sup>st</sup>. The written request shall include the following:

1. The name of the road(s) being requested for plowing.
2. Any necessary maps indicating the portion or portions of the road(s) to be plowed.
3. The distance to be plowed.
4. The type of equipment to be used for snow removal.
5. The name of the person(s) and/or contractor responsible for snow removal.
6. A list of property owners benefitting from the proposed service.
7. The reason the plowing is being requested.
8. Any other information the County Engineer requires in order to determine the need for the permit.
9. The private winter road maintenance permit fee. Refer to Appendix G for permit fee amount.

Upon receipt of the request, the County Engineer or designee shall perform an inspection of the road to evaluate the condition of the road. Once the inspection has been completed, the monetary value of a surety bond will be calculated to determine the estimated cost for repair of any damages to the County road that may occur due to the private winter road maintenance operations.

County staff will prepare a Private Winter Maintenance Agreement that will include the Assessment, Surety Estimate and Terms and Conditions. Upon receipt of the signed documents, the County Engineer will present the request at the next available meeting of the Board of County Commissioners, where the Board will approve or deny the permit. If the Board approves the permit, the Permittee shall provide the surety and proof of required insurance to the County Engineer prior to issuance of the permit.

If you have any questions regarding this permit process please contact Public Works at 970-250-7000.



**Exhibit B**  
**Assessment, Surety Estimate, and Terms and Conditions**  
**for**  
**Private Winter Road Maintenance Permit**

Applicant Information:

Name: \_\_\_\_\_ [ ] Permit Fee: \$100.00  
Address: \_\_\_\_\_ [ ] Insurance – Permittee  
City/State/Zip: \_\_\_\_\_ [ ] Insurance – Subcontractor  
Phone Number: \_\_\_\_\_ [ ] Surety \$ \_\_\_\_\_  
Bond / Cash / Other

Road name(s) and location of proposed plowing: \_\_\_\_\_  
\_\_\_\_\_

Road surface: \_\_\_\_\_

Length of road to be plowed: \_\_\_\_\_ miles

Reason for winter maintenance: \_\_\_\_\_  
\_\_\_\_\_

Equipment to be used: \_\_\_\_\_  
\_\_\_\_\_

Subcontractor Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone number: \_\_\_\_\_

**ASSESSMENT (add comments as needed)**

Is road base capable of supporting winter maintenance activities? (Yes) or (No) \_\_\_\_\_

Is road drainage sufficient? (Yes) or (No) \_\_\_\_\_

Does road need to be signed to warn of private maintenance and no guarantee of public access? (Yes) or (No) \_\_\_\_\_

Are negative impacts anticipated if road receives winter maintenance? (Yes) or (No) \_\_\_\_\_

Are road improvements and/or repairs necessary for public safety or to protect/preserve the road? (Yes) or (No) \_\_\_\_\_

If yes, such road improvements and/or repairs shall be made at the expense of the private individual unless otherwise agreed to by the County. List of road improvements and/or repairs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SURETY ESTIMATE**

In computing potential damages by private plowing we have estimated that no more than 1 inch of gravel would be removed and become non-recoverable from the bar ditches. Estimated contract cost for hauling & placing surface gravel for this section of \_\_\_\_\_ Road is \$\_\_\_\_\_/cubic yard. Assuming a road width of \_\_\_\_\_ feet, this equals an estimated cost of \$ \_\_\_\_\_ per mile. Permit is for \_\_\_\_\_ miles for a total estimated cost of \$\_\_\_\_\_. The Surety Value is to be set at 100% of the gravel replacement estimate. Surety may be reduced as allowed in Section 11.05 of the Montrose County Road and Bridge Standards. Based on \_\_\_\_\_ years of past good performance, the Surety Value for this permit is \$\_\_\_\_\_.

**TERMS AND CONDITIONS**

1. The road shall be plowed when there is more than 3 inches of accumulation.
  2. The road shall be plowed within 24 hours after the snow stops falling.
  3. Snow shall be removed from the traveled way (full width, extending to bar ditches), including sufficient turnouts for safe and efficient use of all users.
  4. Truck-mounted plows shall only be used on paved roads or completely frozen gravel roads.
  5. Two inches of packed snow cover shall be left on gravel roads to protect the underlying aggregate surface from being plowed to the ditches.
  6. Culvert inlets shall be left in a natural condition without snow or other material plowed into them.
  7. A plowed public road shall be considered open for public travel and shall not be gated for private use.
  8. The County shall exercise its' appropriate, lawful authority to ensure compliance with this Private Winter Maintenance permit.
  9. Board of County Commissioners is not obligated to permit the private snowplowing of any particular road.
- [ ] Plans and any Special Terms and Conditions are attached and made part of Exhibit B

If a permit is issued, the applicant understands and agrees to comply with the terms and conditions set forth in this permit.

\_\_\_\_\_ Date: \_\_\_\_\_  
Applicant signature

**APPROVALS**

Assessment completed by: \_\_\_\_\_ Date: \_\_\_\_\_  
County Inspector name

Assessment approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
County Engineer

**SAMPLE CONTRACT – MAY NOT REFLECT ALL TERMS OR CONDITIONS OF FINAL CONTRACT**

**PRIVATE WINTER MAINTENANCE AGREEMENT**

This Private Winter Maintenance Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE COUNTY OF MONTROSE, STATE OF COLORADO (“County”), and \_\_\_\_\_, (“Contractor”), and provides as follows:

WHEREAS, \_\_\_\_\_, located in Section(s) \_\_\_\_\_; Township \_\_\_\_\_; Range \_\_\_\_\_ as generally depicted in Exhibit A attached hereto (“the Road”), is a public road under the jurisdiction of the County; and

WHEREAS, the County does not currently provide winter maintenance on the Road, the Contractor desires to privately maintain the Road, and the County desires to authorize private winter maintenance on the Road;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the County and the Contractor agree as follows:

1. The Contractor is authorized to provide winter maintenance on the Road pursuant to this Agreement from the first plowable snow through April 15, 20\_\_\_\_ and as set forth on the Private Winter Maintenance Assessment, Surety Estimate, Terms and Conditions, and plans (as may be required), describing the proposed winter maintenance. The Assessment, Surety Estimate, Terms and Conditions, and plans (as may be required) are attached hereto as Exhibit B and incorporated herein by reference.
2. The Contractor, and anyone acting on the Contractor’s behalf, shall be considered independent contractors and not employees or agents of the County. The Contractor is responsible for all costs necessary to perform the maintenance on the Road. **The Contractor and anyone acting on the Contractor’s behalf are not entitled to receive any County employee benefits, worker’s compensation benefits, or unemployment insurance benefits.**
3. The Contractor is not entitled to any compensation, reimbursement or other payment from the County for the maintenance it performs on the Road.
4. The Contractor agrees to indemnify, defend, save and hold the County, its officials and employees, harmless from any and all liability, loss, costs, attorneys’ fees, damages, and claims of any kind whatsoever arising out of or related to the Contractor’s maintenance of the Road.
5. The Contractor shall keep in force, during the term of this Agreement, a policy of Comprehensive General Liability insurance insuring the Contractor and naming the County as an additional insured against any liability for personal injury, bodily injury, or death arising out of the maintenance of the Road, and against liability for property damage with a combined single limit of at least \$1,000,000, (one million dollars) and a deductible not in excess of \$5,000. The limits of said insurance shall not, however, be a limit to the liability of the Contractor hereunder.
6. The policy described above shall be for the mutual and joint benefit and protection of the Contractor and the County, and such policy shall be written as a primary policy not contributing to and not in excess of coverage which the County may carry. The County reserves the right to approve variations in the above requirements upon request of the Contractor if, in the County’s opinion, such variations do not substantially affect the County’s interests.

**SAMPLE CONTRACT – MAY NOT REFLECT ALL TERMS OR CONDITIONS OF FINAL CONTRACT**

7. If the Contractor is going to subcontract any of the work provided for herein, the Contractor shall notify the County of the identity of the subcontractor and provide the County written evidence that subcontractor's activities are covered by insurance meeting the same requirement as the Contractor. The Contractor shall indemnify the County for all acts of the subcontractor to the same as its own.
8. In performing the maintenance on the Road, the Contractor shall not exceed the limits of the public right-of-way, as determined by the County Engineer, or otherwise disturb property adjacent to the public right-of-way.
9. No obligation to provide future maintenance or improvements to the Road on the part of the County, either express or implied, shall result from the Agreement and the maintenance conducted by Contractor pursuant thereto.
10. No waiver, either express or implied, of any rights or immunities the County may have pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, shall result from this Agreement and the maintenance performed pursuant thereto.
11. This Agreement may be terminated by either party, with or without cause, upon twenty-four (24) hours' prior written notice to the other party. In the event of termination, the Contractor shall ensure that any damage to the Road or obstructions in the Road resulting from the maintenance is repaired or removed prior to the date of termination, and the Contractor shall thereafter cease all maintenance operations on the Road.
12. This Agreement, and the rights and obligations therein, may not be assigned by either party without the express written agreement of both parties hereto.
13. In the event either party hereto takes any legal action to enforce any provision of this Agreement, the non-prevailing party in such legal action shall pay the reasonable costs and attorney fees incurred by the prevailing party in such legal action.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed by the authorized representative as of the date written below.

MONTROSE COUNTY, COLORADO

CONTRACTOR

By: \_\_\_\_\_  
  , Chairman  
Board of County Commissioners

By: \_\_\_\_\_  
Title: \_\_\_\_\_