

OPENING-OF-HIGHWAY AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20_____, by and between Montgomery County, Pennsylvania (hereinafter called COUNTY), acting through the Director of Roads and Bridges, and _____ (hereinafter called PERMITTEE).

WHEREAS, PERMITTEE desires leave and has requested a permit of COUNTY to install _____
_____ within the right-of-way of the following COUNTY Road: _____

Plans for specific projects, covered by the aforementioned permit number _____, are attached hereto and made a part hereof.

WHEREAS, COUNTY is willing to issue a permit to PERMITTEE to make such openings to perform required work within the right-of-way limits of the aforementioned COUNTY Road.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. For and in connection with the aforementioned permit issued pursuant to this Agreement, as well as for and in connection with the work and operations done by or for PERMITTEE thereunder, PERMITTEE covenants and agrees as follows:

(a) to perform all work under the aforementioned permit in accordance with applicable requirements of COUNTY as set forth in the following Department of Roads and Bridges specification.

(b) to comply with any and all special requirements of COUNTY set forth in the aforementioned permit as additional to the requirements contained in "Highway Occupancy Permit Rider" as attached.

(c) to open not more than one hundred feet (100') of ditch at any one time, except and in accordance with written authorization incorporated by COUNTY in the aforementioned permit.

(d) to use for and in connection with the opening of the highway surface only such mobile equipment as is equipped with rubber tracks or wheels; or as an alternative, to use rubber or other matting heavy enough to fully protect the pavement from damage by movement of such equipment, and such matting to be at least two inches (2") wider on each side than the tracks or wheels of the equipment.

(e) to restore the trench when directed to do so by COUNTY if work is stopped for any reason other than by order of COUNTY and, in the opinion of COUNTY, the trench has remained open for an unreasonable length of time; to abstain from a resumption of work unless and until PERMITTEE is prepared to proceed with the work to completion; and upon PERMITTEE'S failure to restore such trench or to proceed with the work to completion, after notice from COUNTY to do so, to reimburse COUNTY for all costs incurred by it by reason of any such failure, within thirty (30) days after receipt of a written statement from COUNTY setting forth such costs.

(f) to construct and maintain, at PERMITTEE'S expense, such adequate and proper bridges over excavations and ditches made by or for PERMITTEE as may be necessary for the safety and convenience of pedestrians and vehicular traffic; to keep as many lanes of traffic open (and thus clear of any excavation or ditch) as required by the provisions of PADOT Publications 67 and 203, pertaining to the maintenance and protection of traffic, as now in force and as the same may be revised from time to time.

(g) to repave in kind portions of paved driveway surfaces or other paved surfaces disturbed by excavations therein made by or for PERMITTEE unless otherwise specified by COUNTY in the aforementioned permit.

(h) to pay all costs and expenses growing out of, or incident to, the work done under the aforementioned permit, including the prescribed fees for same; all inspection costs which the Department of Roads and Bridges may deem necessary to incur, including both the salaries and expenses of inspectors; the costs and expenses of making and maintaining temporary and permanent restorations of disturbed areas (temporary restorations shall be made immediately; permanent restorations not earlier than ninety (90) days after temporary restoration); and to be responsible, during a period of two (2) years next following the completion and acceptance of the permanent restoration work, for any subsequent failure of the highway surface resulting from the work done under the permit.

(i) to relocate the facilities installed pursuant to said permit at other locations within the highway limits, temporarily or permanently, at PERMITTEE'S cost and expense, whenever the reconstruction, relocation or repair of the COUNTY highway necessitates such relocation.

(j) to perform all work covering repair, replacement, etc. in accordance with the latest revisions of Pennsylvania Department of Transportation Publication 408, 67 PA Code Chapters 203, 211, 441, and 459, and Section 6123 of the Pennsylvania Vehicle Code.

(k) to and hereby does fully indemnify and save harmless COUNTY of and from all liability, cost or expense for damages or injury occurring to any person or persons or property at, on or about any highway where work is being performed under or pursuant to this Agreement, through or in consequence of any act or omission of PERMITTEE or its contractor, agent, servant, employee or person engaged in, or employed in, about or upon said work by PERMITTEE or from failure of PERMITTEE to comply with the provisions of this Agreement.

2. No blasting is permitted under this Agreement. If blasting is required, see item no. 6 of aforementioned rider.

3. PERMITTEE agrees to submit and will submit to the Director of Roads and Bridges a certificate or certificates of insurance naming COUNTY as additional insured, for public liability and property damage, in sufficient amount to cover any loss that might be incurred for or on account of any matter, cause or thing arising out of or in connection with any and all work to be performed by or for PERMITTEE pursuant to the aforementioned permit.

4. PERMITTEE agrees to be bound by Act No. 705 of the Legislative Session of 1961 approved September 29, 1961, which provides that the Board of Arbitration shall have the power to order the impleader or interpleader of other parties when necessary for the complete determination of any claim or counterclaim in which MONTGOMERY COUNTY, PENNSYLVANIA, DEPARTMENT OF ROADS AND BRIDGES is a party.

5. PERMITTEE agrees to submit in written form evidence of a fully executed escrow agreement with the municipality where work is to be performed that ensures funds are on hand or in escrow to guarantee completion of permitted work.

6. PERMITTEE agrees to notify COUNTY and municipality at least 48 hours prior to start of work and to comply with municipality's ordinances, regulations, and policies.

7. PERMITTEE agrees to notify COUNTY and municipality on completion of work to schedule a final inspection.

IN WITNESS THEREOF, COUNTY and PERMITTEE have caused this Agreement to be duly executed by their proper officers, properly authorized, the day and year first above written.

PERMITTEE:

COUNTY REPRESENTATIVE:

ATTEST:

Approved as to form and legality this _____ day of _____ 20_____

By _____

Title _____