

Crosswalk Restoration Program Agreement

This Agreement is made and entered into as of this ____ day of _____, 20____ by and between the City of Kansas City Missouri, and _____ (Applicant).

WHEREAS, the Applicant desires to restore the crosswalk at the

- Intersection of _____ and _____
- Or
- Midblock location on _____ between _____ and _____.

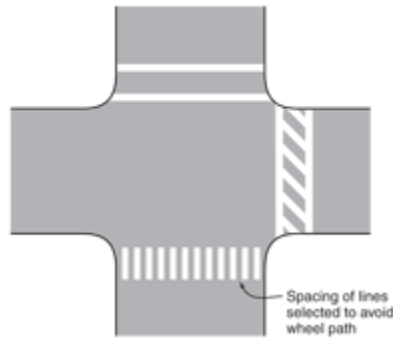
and has submitted a Traffic Control Permit application to close the street(s) for the purposes of restoring the crosswalk.

WHEREAS, the City has reviewed the application and approved the restoration;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Applicant shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with the performance under this Agreement, caused in whole or in part by Applicant, its employees, agents, or contractors or others for whom Applicant is legally liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees.
2. Applicant shall be responsible for the restoration of the crosswalk in accordance with the standards set forth by the Environmental Protection Agency (EPA) and the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration as follows:
 - a. EPA Standards:
 - i. The materials used must not be classified as contaminants by the EPA.
 - b. MUTCD Standards
 - i. When crosswalk lines are used, they shall consist of solid white lines that mark the crosswalk. They shall not be less than 6 inches or greater than 24 inches in width.
 - ii. If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 6 feet. If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 6 feet wide.
 - iii. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement or to the edge of the intersecting crosswalk to discourage diagonal walking between crosswalks

Figure 3B-19. Examples of Crosswalk Markings



3. Applicant shall work with all affected neighbors to resolve any concerns that may arise regarding the project. The inability to resolve such concerns may be grounds for revocation of the Agreement by the City.
4. Applicant shall comply with all conditions and requirements of the Traffic Control Permit obtained for the purposes of the crosswalk restoration. Applicant shall take all necessary precautions so as not to suffer or permit any unreasonably dangerous condition to pedestrians and/or motorists to be created, exist or continue.
5. Applicant shall only perform crosswalk restoration work on the days and times indicated on the Traffic Control Permit obtained for the purposes of the crosswalk restoration.
6. No supplies used for performing crosswalk restoration or traffic control devices will be left on the street or in the project area outside of the times permitted for work in Section 5 above.
7. The City will supply the paint for the crosswalk restoration. Applicant shall use only the paint provided by the City to restore the crosswalk, and shall return any unused paint to the City.
8. Applicant shall apply paint to restore the crosswalk at least once every ten (10) months. After each paint application, the Applicant shall contact the City at 816-513-9886 to confirm the application and arrange for inspection.
9. This Agreement covers the use of the public right-of-way only and does not convey any ownership or other interest in the right-of-way.
10. The City shall have the right to work within the right-of-way, whether by its own forces or contracted forces. City also may, but is not obligated to, perform restoration of the crosswalk.
11. This Agreement does not exempt any party from complying with any law, including applicable traffic laws.
12. The City may terminate this agreement at any time and for any reason at City's convenience.
13. Unless otherwise terminated, the term of this agreement shall be for three (3) years from the date of this agreement.
14. This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement. Applicant may not assign or transfer any part of its obligations or interest under this Agreement without the City's prior written approval.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS,

Signature: _____

Date: