

City of Livingston
Public Works Department
330 Bennett St.
Livingston, MT 59047
Phone: 406-222-5667



Date Received:	Permit Number:
Received By:	Date Fee Paid:

Return completed applications with all attachments to the Public Works Department **a minimum of one (1) week prior to the proposed work start date.** Email completed applications with required attachments to aballegu@livingstonmontana.org or deliver to the above address.

STREET CUT PERMIT APPLICATION

APPLICANT INFORMATION	
Name:	
Address:	
Phone:	Email:
CONTRACTOR INFORMATION (If Different From Applicant)	
Name:	
Address:	
Phone:	Email:
LOCATION OF PROPERTY & TYPE OF WORK	
General Location:	
Address:	
Type of Street Surface: <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Gravel	
Street Classification: <input type="checkbox"/> Local <input type="checkbox"/> Collector <input type="checkbox"/> Arterial <input type="checkbox"/> Alley	
Type of Work (Utility Type and Size):	
Description of Work to be Performed:	
Approximate Dimensions of Street Cut: Length = ft X Width = ft	

PERMIT # _____

Street Closure Required: ☐ No ☐ Yes

(If yes, a Closure Permit with a Traffic Control Plan is required)

Proposed Start Date: _____

Proposed Finish Date: _____

REQUIRED ATTACHMENTS

Location Map and/or Construction Plan(s)	<input type="checkbox"/> Attached	
Closure Permit Application and Traffic Control Plan	<input type="checkbox"/> Attached	<input type="checkbox"/> N/A
Bonding (Exhibit C) and Insurance Coverage (Exhibit B)	<input type="checkbox"/> Attached	<input type="checkbox"/> On File
City of Livingston Business License # _____	<input type="checkbox"/> Attached	<input type="checkbox"/> On File

PERMITTEE AGREEMENT

The applicant, herein termed the Permittee, requests permission to make a street cut as described and as shown on the attached location map and/or construction plan(s) which by reference is/are made a part of this application. The Permittee hereby accepts this permit and agrees to comply with all terms and conditions (Exhibit A) set forth herein.

I hereby certify that the information included in this application is true and accurate.

Permittee Signature: _____

Date: _____

PERMIT APPLICATION APPROVAL

Street Cut Recommended by City Street Superintendent

Name: _____

Signature: _____

Date: _____

Application Approved by Public Works Administration

Name: _____

Signature: _____

Date: _____

CONDITIONS OF APPROVAL (If Any):

PERMIT # _____

METHOD OF ASSESSMENT

The surface degradation fee shall be determined by the actual area of the excavation plus an additional three (3) feet around the excavation.

Streets shall be considered "protected streets" for a period of five (5) years following initial construction, re-construction, or re-paving. A surface degradation fee surcharge shall be required for any excavation in a protected street according to the following schedule. Seal-coating alone or similar maintenance treatments shall not make a street protected. This fee will be invoiced after work is complete and inspected.

STREET CUT FEE SCHEDULE & CALCULATION	
Dimension of Street Cut: Length _____ ft X Width _____ ft	= _____ SF
Additional 3-ft Width Around Cut:	= _____ SF
Total Cut Area:	= _____ SF
Degradation Fee:	
0 – 1 Year _____ SF @ \$3.50 / SF	= _____.
1 – 2 Years _____ SF @ \$3.00 / SF	= _____.
2 – 3 Years _____ SF @ \$2.50 / SF	= _____.
3 – 4 Years _____ SF @ \$2.00 / SF	= _____.
4 – 5 Years _____ SF @ \$1.50 / SF	= _____.
5 + Years _____ SF @ \$1.00 / SF	= _____.
Application Fee	= <u>\$100.00</u>
Total Permit Fee	= _____
COMPLETED STREET CUT INSPECTED BY THE CITY OF LIVINGSTON:	
Name: _____	Signature: _____ Date: _____

EXHIBIT A – TERMS & CONDITIONS

STREET CUT PERMIT SUBJECT to the following terms and conditions, the permit applied for on the previous pages hereof is hereby granted:

1. **TERM:** This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. **PERMIT FEE:** This permit may be issued only after all approval signatures are obtained and any applicable permit fees, as established by City Commission resolution, are paid by the Permittee. Permit fees shall be calculated as noted under the Street Cut Degradation Fee Schedule section on page 3 of this permit per the current fee schedule.
3. **REVOCATION:** This permit may be revoked by the City upon giving thirty (30) days notice to the Permittee by ordinary mail, directed to the address shown in the application attached hereto; however, the City reserves the right to revoke this permit without giving said notice in the event Permittee fails to comply with any of the conditions or terms set forth herein.
4. **PERFORMANCE OF WORK STANDARDS:** All work shall be done in accordance with the most current edition of the *Montana Public Works Standard Specifications (MPWSS)* adopted by the City of Livingston and as modified by the City. City modifications to *MPWSS* can be obtained online at the City of Livingston Public Works Document Center.
<https://www.livingstonmontana.org/publicworks/page/public-works-document-center>
5. **COMMENCEMENT OF WORK:** Upon approval of this Permit, the Permittee shall notify the Department of Public Works a minimum of forty-eight (48) hours in advance of any work. No work shall commence until Permittee has given the required prior notice to the Public Works Department.
6. **PAVEMENT DEGRADATION FEES:** Permits for excavations in paved streets or alleys shall be subject to a pavement degradation fee.
 - a. Newly constructed streets, reconstructed streets, or streets that have been repaved shall be considered protected streets shall be subject to an additional pavement degradation fee surcharge.
 - b. Pavement degradation fees or surcharges shall not be required for the following: emergency utility repair work; installation of new fire sprinkler service lines required by the City of Livingston, if no alternate connection point is available; or for infrastructure improvement work being done under the City's direction.
 - c. The pavement degradation fee shall be determined by the restored limits of the excavation plus an additional three (3) feet around the restoration limits. The City of Livingston reserves the right to require more extensive restoration limits.
 - d. Streets shall be considered "protected streets" for a period of five (5) years following the initial construction, reconstruction, or repaving. In addition to the base pavement degradation fee, a surcharge shall be assessed for any excavation in a protected street according to the fee schedule on Page 3 of this application.
7. **CITY HELD HARMLESS FROM CLAIMS:** In accepting this permit, the Permittee, its successors or assigns, agrees to indemnify the City and hold it harmless from all claims, actions, liability, and damage of every kind and description that may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of

materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said roadway right-of-way, and in case any suit or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, its successors or assigns, will upon notice of the commencement of such action, defend the same at its sole cost and expense and satisfy any judgment that may be rendered against the City in any such suit or action. City includes its officers, employees, agents, and assigns. The Permittee shall obtain the necessary insurance coverages for the proposed excavation work as specified in Exhibit B.

Permittee hereby waives any rights of subrogation with regards to workers compensation coverage it may have, or may require in the future, regarding the work performed by Permittee and their Sub-Contractors. In the event Permittee uses Sub-Contractors to perform any portion of the work, the Permittee will obtain a "Waiver of Subrogation" regarding workers compensation from the Sub-Contractor.

8. **STREET OPENING BONDS:** For excavation in the public right-of-way, right-of-way excavation bonds submitted on approved bond forms (refer to Exhibit C) shall be provided in the amount of \$5,000 or 100% of the estimated cost of the work, whichever is greater, as surety for satisfactory completion of the work contemplated and maintenance of the completed work. The bond shall be valid for a period of at least one (1) year following acceptance of the restoration by the City.
9. **PROTECTION OF TRAFFIC:** Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done in accordance with the most current edition of the *Montana Public Works Standard Specifications* adopted by the City of Livingston and as modified by the City.
Submit a traffic control plan for review and approval by the Public Works Department prior to any work being performed in the roadway right-of-way. Temporary traffic control must meet current *Manual on Uniform Traffic Control Devices (MUTCD)* and City of Livingston standards. The approval shall in no way operate to relieve or discharge the Permittee from any of the obligations assumed by acceptance of this permit.
10. **STREET CLOSURES:** If a street closure is approved to complete the proposed work, the following shall apply:
 - a. The approved Traffic Control Plan shall be adhered to at all times by the Permittee, and all signs, barricades, and other traffic control devices shall be maintained in place prior to initiation of any work and until the work is completed.
 - b. At least 24 hours prior to closing the street, the permittee shall notify Livingston Dispatch (406-222-2050) and property owners residing within the portion to be closed, and (if applicable) school bus operators of the intended street closure. Permittee shall promptly notify them once the street has been re-opened.
 - c. For closures of collector or arterial streets, the Permittee shall, in addition to Paragraph b. above, send a press release to the Livingston Enterprise newspaper detailing the intended street closure at least seven (7) days in advance of any work.
11. **EXISTING UNDERGROUND UTILITIES:**
 - a. It shall be the responsibility of the Permittee to contact all pertinent utility companies by calling the Utilities Underground Location Center (One Call) at 811 or 1-800-424-5555 at least three (3) business days prior to starting any excavation.
 - b. Any underground utility which is damaged by a Permittee shall be repaired at the

Permittee's expense in the manner and means prescribed by the authorized representative of the utility owner.

- c. The costs incurred by the City to repair any damaged utility shall be paid by the Permittee.

12. STREET RESTORATION:

- a. Trenches shall be compacted to 95% density in accordance with AASHTO T 180 (ASTM D1557). When the excavation is to be made in a collector or arterial street, an area of poor subgrade materials, or any other area requiring immediate closure and resurfacing of the street, flowable fill shall be used in lieu of aggregate backfill. The asphalt pavement patch over flowable fill shall be a minimum four-inch (4") depth placed in two lifts. Imported structural backfill may be substituted for flowable fill only upon written approval by the Livingston Public Works Director.
- b. Concrete curb, gutter, and sidewalks shall be repaired according to *MPWSS* and City of Livingston standards. Any excavation under concrete curb, gutter, and sidewalk shall be cause for removal and replacement of the concrete curb, gutter, and/or sidewalk.
- c. All asphalt patches shall be made with hot mix asphalt within forty-eight (48) hours of trench backfilling. The thickness of the asphalt patch shall be equal to or exceed that of the existing roadway but shall be no less than three inches (3") or as required by paragraph a. above. If hot mix asphalt is not available, M- 3000 concrete may be used but shall be removed and replaced with hot mix asphalt as soon as the local asphalt supplier company starts up the following construction season. All temporary patches shall be made within forty-eight (48) hours of trench backfilling.
- d. Before a street cut patch is made, the existing asphalt shall be cut back a minimum distance of one foot (1') on each side of the existing trench opening. The edge of the existing asphalt shall be tacked with SS-1 emulsion or equal prior to placing the new hot mix asphalt.
- e. All street cuts shall be covered by a one (1) year warranty period commencing upon final inspection and acceptance by the City and said warranty shall extend to the city.
- f. In the event the Permittee fails to restore the street in a timely manner, the City reserves the right to have the work completed at the Permittee's expense. If defects in the restoration occur within the warranty period, the City reserves the right to repair the restoration at the Permittee's expense if Permittee fails to make the necessary repairs within five (5) days of being notified.

- 13. RUBBISH AND DEBRIS:** Upon completion of work allowed under this permit, all rubbish and debris shall be immediately removed from the right-of-way and the right-of-way and roadway restored and left in a neat and presentable condition satisfactory to the City.

- 14. INSPECTION:** The City shall have the right to inspect all work covered under the scope of this permit. All work contemplated under this permit shall be done to the satisfaction of the authorized representative of the City, and the City hereby reserves the right to order the change of location or installation authorized by this permit at any time, said changes to be made at the sole expense of the Permittee.

- 15. WARRANTY:** The Permittee shall notify the Public Works Department upon completion of the excavation and restoration of work within the public right-of-way allowed by this permit. All excavations in the public right-of- way shall be covered by a one (1) year warranty period commencing upon final inspection and acceptance by the City and said warranty shall extend to

the City.

16. **CITY TO BE REIMBURSED FOR REPAIRING ROADWAY:** Upon being billed therefore, Permittee agrees to promptly reimburse the City for any expense incurred in repairing restored excavations due to settlement after installation, or for any other damage to roadway, curb, gutter, or sidewalk as a result of work performed under this permit.
17. **OTHER CONDITIONS AND/OR REMARKS:**
 - a. This permit is valid for a period of six (6) months after the date of approval, unless otherwise extended in writing by the Director of Public Works.
 - b. One (1) lane of traffic shall be kept open at all times (unless otherwise approved in the Closure Permit and Traffic Control Plan).

EXHIBIT B – INSURANCE REQUIREMENTS

Any person requesting permission to excavate in any City public right-of-way shall be required to provide documentation of the following minimum insurance coverages:

General Liability Insurance This insurance shall include coverage for collapse and underground (CU) hazard, explosions (X) coverage, and contractual liability.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Commercial General Liability Each Occurrence:	\$1,500,000
General Aggregate Limit:	\$2,000,000
Products – Completed	
Operations Aggregate Limit:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage (any one fire):	\$50,000

Automobile Liability Insurance This insurance shall include coverage for owned, non-owned, and hired vehicles.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Business Automobile Liability Combined Single Limit:	\$1,000,000

Worker's Compensation Insurance

State:	Statutory
Federal:	Statutory
Employer's Liability:	\$500,000

The City of Livingston shall be named as additional insured on all required insurance coverages.

EXHIBIT C

STREET OPENING BOND PURSUANT TO SECTION 26-100 OF THE **MUNICIPAL CODE OF THE CITY OF LIVINGSTON**

KNOW ALL MEN BY THESE PRESENT, That we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of _____, hereinafter referred to as the "EXCAVATION CONTRACTOR," and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to transact business in the State of Montana, as Surety, are held and firmly bound unto the CITY OF LIVINGSTON, a municipal corporation of the state of Montana, hereinafter referred to as the "CITY," in the penal sum of _____, (\$_____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these present:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden EXCAVATION CONTRACTOR has on the ____ day of _____, 20____, Sought the issuance of a permit from the CITY pursuant to Livingston Municipal Code Section 26-100 for excavation work in public street, alley or other public property of the CITY;

WHEREAS, execution of this bond is a condition precedent to the issuance of such permit:

NOW, THEREFORE, if the said EXCAVATION CONTRACTOR shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every ordinance relating to excavating in the right-of-way or other public property of the City and the Rules and Regulations of the Department of Public Works, according to the true intent and meaning in such case; and

PROVIDED FURTHER, that if the said EXCAVATION CONTRACTOR shall satisfy all claims and demands incurred by the EXCAVATION CONTRACTOR in the performance of any such excavation, and shall fully indemnify and save harmless the CITY from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said EXCAVATION CONTRACTOR, its agents, or employees with relation to any work performed under a permit; and shall fully reimburse and repay to the CITY all costs, damages and expenses which it may incur in making good any default based upon the failure of the EXCAVATION CONTRACTOR to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the ordinance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This bond may be terminated at any time by the Surety upon sending notice in writing, by certified mail, to the Director of Public Works of the City of Livingston, with whom this bond is filed. After expiration of 30 days from the receipt of said notice this bond shall terminate and the

Surety shall thereupon be released from any liability, acts or omissions of the Principal subsequent to said date.

IT WITNESS WHEREOF, said EXCAVATION CONTRACTOR and Surety have executed these presents, as of this _____ day of _____, 20____.

EXCAVATION CONTRACTOR

ATTEST:

BY: _____

TITLE

SECRETARY

SURETY

BY: _____

ATTORNEY-IN-FACT

(Accompany this bond with Attorney-In-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

Surety:_____

Mailing Address:_____

Phone Number:_____