



Public Works Department
 91 East Central Avenue
 Belgrade, MT 59714-3848
 Phone: (406) 388-3760
ci.belgrade.mt.us

Date Application Received:	_____
Received By:	_____
Application Fee Paid:	_____
Permit No.:	_____

Complete and return this form to the Public Works Department at the above address a minimum of one (1) week prior to the proposed work start date (except in the case of an emergency).

PERMIT TO WORK IN THE PUBLIC RIGHT-OF-WAY APPLICATION

APPLICANT INFORMATION

Name:	
Address:	
Phone:	Email:

CONTRACTOR INFORMATION (If Other Than Applicant)

Name:	
Address:	
Phone:	Email:

WORK LOCATION & DESCRIPTION

Address (Street Name and Work Limits if no Specific Address):	
Location in Street Right-of-Way:	Type of Work (Check All that Apply):
Type of Street Surface: <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Gravel	<input type="checkbox"/> Telephone <input type="checkbox"/> Cable <input type="checkbox"/> Gas <input type="checkbox"/> Fiber Optic <input type="checkbox"/> Power <input type="checkbox"/> Water <input type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Storm Drain <input type="checkbox"/> Other _____
Street Classification: <input type="checkbox"/> Alley <input type="checkbox"/> Local <input type="checkbox"/> Collector <input type="checkbox"/> Arterial	
Street Closure Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	Dimension of Street Cut: Length = _____ ft x Width = _____ ft
Description of Work to be Performed:	
Proposed Start Date:	Is this work for an emergency repair? <input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Finish Date:	If Yes, Date and Time Emergency Occurred: _____

REQUIRED ATTACHMENTS

(a) Location Map and/or Construction Plan(s)	<input type="checkbox"/> Attached
(b) Traffic Control Plan	<input type="checkbox"/> Attached
(c) Bonding & Insurance Coverage Documentation	<input type="checkbox"/> Attached <input type="checkbox"/> On File

PERMITTEE AGREEMENT

The undersigned Permittee, requests permission to make a street cut as described and 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 the terms and conditions set forth herein.

PERMITTEE:	Date:
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City Code of Belgrade Street Cut Permit Requirements

Title 7-5-1: PERMIT REQUIRED; HINDRANCE OR OBSTRUCTION PROHIBITED: No person shall impede, obstruct, or tear up any pavement, sidewalk or crosswalk, or any part thereof; dig any hole, shaft, ditch or drain; or dig or remove any sod, earth, stones, sand or gravel from any street, avenue, alley and public place without first having obtained a permit from the director of public works; or hinder or obstruct the making or repairing of any public improvement or work ordered or done by or under the authority of the city. (Ord. 2005-1, 3-7-2005)

Title 7-5-2: BOND: All applicants requesting permits to excavate in any public right of way shall either file or have on file with the director of public works a street opening bond prior to conducting any work in the public right of way. The bond may be posted in cash or by a bond issued by a company licensed to do business in the state of Montana. (Ord. 2005-1, 3-7-2005)

Title 7-5-3: LIABILITY INSURANCE: All applicants requesting permits to excavate in any public right of way shall either file or have on file with the director of public works proof of general liability insurance coverage, prior to conducting any work in the public right of way. The insurance company shall be licensed to do business in the state of Montana. (Ord. 2005-1, 3-7-2005)

Title 7-5-4: BONDING AND INSURANCE COVERAGES: The amount of bonding and insurance coverages required shall be established, and may be amended from time to time, by resolution of the city council. (Ord. 2005-1, 3-7-2005)

Title 7-5-5: PENALTY: Violation of this chapter constitutes a misdemeanor and, upon conviction thereof, shall be subject to penalty as provided in section 1-4-1 of [the City Code of Belgrade]. (Ord. 2005-1, 3-7-2005)

PERMIT FEES

METHOD OF ASSESSMENT

1. Permittee shall pay the application and any pavement degradation fees prior to approval of the street cut permit.
2. Pavement degradation charges shall only be required for excavations in asphaltic concrete pavement. Degradation charges shall not be required for excavations in streets or alleys with Portland cement concrete or gravel surfaces.
3. The pavement degradation fee shall be determined by the restored limits of the excavation plus an additional two feet (2') around the restoration limits.
4. 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 below.
(Asphalt seal coating by itself or similar maintenance treatments shall not define a protected street.)

FEE SCHEDULE & CALCULATION

Description of Assessed Fee	Quantity	Fee Rate	Subtotal
Application Fee	1 EA	\$50.00 / EA =	\$50.00
Pavement Degradation Fee Applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No Dimensions of Street Cut: Length = _____ ft x Width = _____ ft Assessed Area of Street Cut: Length = _____ ft x Width = _____ ft			
	SF	\$0.45 / SF =	
Pavement Degradation Fee Surcharge Applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", Age of Protected Street:			
0 to 1 Year	SF	\$2.70 / SF =	
1 to 2 Years	SF	\$2.25 / SF =	
2 to 3 Years	SF	\$1.80 / SF =	
3 to 4 Years	SF	\$1.35 / SF =	
4 to 5 Years	SF	\$0.90 / SF =	
Total Assessed Street Cut Permit Fee			=

Exhibit A – Terms & Conditions

SUBJECT to the following terms and conditions, the permit applied for on the first page 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 Council resolution, are paid by the Permittee. Permit fees shall be calculated as noted under the "Permit Fees" section on page 2 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* adopted by the City of Belgrade and as modified by the City. City modifications to the *Montana Public Works Standard Specifications* can be obtained at the Department of Public Works, 205 East Main Street, Belgrade, Montana or online at <http://ci.belgrade.mt.us>.
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 Department of Public Works.
6. **PAVEMENT DEGRADATION FEES:** Permits for excavations in paved streets or alleys shall be subject to a pavement degradation fee.
 - a. Pavement degradation charges shall only be required for excavations in asphaltic concrete pavement.
 - b. Degradation charges shall not be required for excavations in streets or alleys with Portland cement concrete or gravel surfaces.
 - c. 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.
 - i. 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 Belgrade, if no alternate connection point is available; or for infrastructure improvement work being done under the City's direction.
 - ii. The pavement degradation fee shall be determined by the restored limits of the excavation plus an additional two feet (2') around the restoration limits.
 - iii. 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 2 of this permit.
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. **RIGHT-OF-WAY EXCAVATION 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 \$4,000 or 125% 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 Belgrade and as modified by the City. Submit a traffic control plan for review and approval prior to any work being performed in the roadway right-of-way. Traffic control must meet current *Manual on Uniform Traffic Control Devices (MUTCD)* and City of Belgrade standards and guidance. 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 all entities listed in the *Street Closure Notification Contact List* included in Exhibit D and property owners residing within the portion to be closed (at a minimum) and 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 Belgrade News and Bozeman Daily Chronicle newspapers plus local radio and television stations detailing the intended street closure at least two (2) 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. **EXCAVATION RESTORATION:**
 - a. Trenches shall be compacted to 95% density in accordance with AASHTO T 180 (or ASTM D1557, as appropriate). 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, non-shrink backfill shall be used. The asphalt patch over non-shrink backfill shall be a minimum four-inch (4") depth placed in two lifts. Imported structural backfill may be substituted for non-shrink backfill only upon written approval by the City Engineer.
 - b. Concrete curb, gutter, and sidewalks shall be repaired according to City of Belgrade standards. Any excavation under concrete curb, gutter, and sidewalk(s) shall be cause for removal and replacement of the concrete curb, gutter, and/or sidewalk(s).

- 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. In the event that 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. The temporary patch 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 or equal prior to placing the new hot mix asphalt.
 - e. In the event the Permittee fails to restore the excavation 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(s) as a result of the 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 Street Closure and Traffic Control plan has been approved).
 - c. Other

Recommended by City Engineer

Approved by the Director of Public Works

Date: _____

Date: _____

Excavation Restoration Inspection Completed By:

Name & Title: _____

Date: _____

Approved Approved with Conditions and/or Remarks Rejected

Conditions and/or Remarks:

Follow-Up Excavation Restoration Inspection (If Required) Completed By:

Name & Title: _____

Date: _____

Approved

One-Year Excavation Restoration Warranty Inspection Completed By:

Name & Title: _____

Date: _____

Approved Repair Required

Notes:

Repair Inspection (If Required) Completed By:

Name & Title: _____

Date: _____

Approved

EXHIBIT B – BONDING & INSURANCE REQUIREMENTS

Any person requesting permission to excavate in any 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.

Coverage	Minimum Limits of Liability	
Commercial General Liability	Each Occurrence:	\$1,000,000
	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.

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

WORKERS’ COMPENSATION INSURANCE:

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

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

RIGHT-OF-WAY EXCAVATION 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 \$4,000 or 125% 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. The Director of Public Works shall have the discretion to release all or any portion of the bond at any time.

EXHIBIT C – RIGHT-OF-WAY EXCAVATION BOND FORM

Following is the required form of the Street Opening Bond pursuant to Section 7-5-2 of the City Code of Belgrade.

KNOW ALL MEN BY THESE PRESENTS:

That we _____

Address _____

Phone # _____

Email: _____

as Principal, a corporation organized and existing under and by virtue of the laws of the State of _____

and Surety _____

Address _____

Phone # _____

Email: _____

a corporation organized and existing under and by virtue of the laws of the State of _____

and duly authorized to transact business in the State of Montana, as Surety, are held and firmly bound unto the CITY OF BELGRADE, a municipal corporation of the State of Montana, in the penal sum of

_____ (\$ _____) lawful money of the

United States, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above-named Principal has on the _____ day of _____, 20____,

sought the issuance of a permit from the CITY OF BELGRADE pursuant to the City Code of Belgrade Section 7-5 for excavation work in public street, alley, or other public property of the CITY OF BELGRADE;

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

NOW, THEREFORE, if the above-named Principal shall and will, in all particulars well and truly and faithfully observe, perform, and abide by each and every ordinance relating to excavation in the right-of-way or other public property of the City of Belgrade 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 said Principal shall satisfy all claims and demands incurred by the Principal in the performance of any such excavation, and shall fully indemnify and save harmless the CITY OF BELGRADE 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 Principal, its agents, or employees with relation to any work performed under a permit; and shall fully reimburse and repay to the CITY OF BELGRADE all costs, damages, and expenses that it may incur in making good any default based up on the failure of the Principal 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 Belgrade at 91 East Central Avenue, Belgrade, MT 59714, 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.

IN WITNESS WHEREOF, said Principal and Surety have executed these presents, as of this _____ day of _____, 20 ____.

Principal's Signature: _____ Attorney-in-Fact for Surety Signature: _____

Principal's Name & Title: _____ Attorney-in-Fact for Surety Name: _____

Attest Signature: _____ Firm Name of Attorney-in-Fact: _____

Attest Name & Title: _____

Address of Attorney-in-Fact:

Phone # of Attorney-in-Fact:

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

EXHIBIT D – STREET CLOSURE NOTIFICATION CONTACT LIST

CONTACT	PHONE	FAX	EMAIL
CITY OF BELGRADE			
Central Valley Fire District	(406) 388-4480	(406) 388-6270	dbloem@centralvalleyfire.com
Police Department	(406) 388-4262	(406) 388-4708	generalinfo@belgradepolice.net
Public Works Department ATTN: Lisa Blank	(406) 388-3760	(406) 388-4996	lblank@cityofbelgrade.net
City Clerk's Office	(406) 388-3760	(406) 388-4996	belgrade@cityofbelgrade.net
GALLATIN COUNTY			
Sheriff's Department	(406) 582-2100	(406) 582-2126	jake.wagner@gallatin.mt.gov
EMERGENCY SERVICES			
American Medical Response (AMR)	(406) 586-0037	(406) 586-0536	amr.bozeman@amr.net
Beartooth EMS	(406) 579-7248		
BELGRADE SCHOOL DISTRICT			
Transportation Department	(406) 924-2602	(406) 388-0122	slilyquist@bsd44.org
SERVICE PROVIDERS			
L&L Site Services	(406) 388-7171		
Republic Services	(406) 586-0606		
US Postal Service	(406) 388-4490	(406) 388-2698	
MEDIA			
Belgrade News	(406) 388-5101	(406) 388-5103	editor@belgrade-news.com
Bozeman Daily Chronicle	(406) 587-4491	(406) 587-7995	citydesk@dailychronicle.com
ABC FOX Bozeman	(406) 586-3594		newsroom@abcfoxmontana.com
KBZK CBS Bozeman	(406) 922-2400	(406) 586-4135	newstips@kbzk.com
KTVM NBC Montana	(406) 586-0296	(406) 586-0554	ml-Missoula-KECI-News@sbgvtv.com
Townsquare Media	(406) 586-2343		sage.knox@townsquaremedia.com