

CITY OF BOZEMAN STREET DEPARTMENT
P.O. Box 1230
Bozeman, Montana 59771-1230

STREET CUT PERMIT APPLICATION

TO BE COMPLETED BY APPLICANT (CONTRACTOR):

Applicant's Name: _____ Telephone: _____

Applicant's Address: _____

Contractor (If other than Applicant): _____ Telephone: _____

Street to be cut: _____ Location of cut: _____

The street to be cut is on or adjacent to Wallace Street south of Main Street: Yes ___ No ___
If yes, please initial that you have read Section 17 below. Initials of applicant: _____

Project Name: _____

Purpose of Street Cut: _____

Dimensions of Street Cut: _____

Type of Street Surface: _____

Street Classification: _____ Local _____ Collector _____ Arterial _____ Alley

Street Closure requested to complete work: _____ Yes (If yes, attach detailed Traffic Control Plan) ___ No

The Applicant, herein termed the Permitted, requests permission to make a street cut as described and shown on attached plot plan which by reference is made a part of this application.

INSTRUCTIONS CONCERNING USE OF THIS FORM

Applicant will complete and return this form to the City Engineer whose office is located at 20 E. Olive Street, Bozeman, Montana. The Director of Public Service, in conjunction with the City Street Superintendent, is delegated authority to approve street cut permits within the City limits of Bozeman, Montana. Applications should be submitted a minimum of two (2) weeks prior to projected work date.

Permit Fee Calculation

Dimensions of Cut: _____ x _____ = _____ Square Feet

Additional 3' width around cut: _____ = _____ Square Feet

Total: _____ = _____ Square Feet

Pavement Degradation Fee: _____ (Total Square Feet) x \$0.45 = \$ _____

Degradation Fee Surcharge: _____ (Total Square Feet) x \$ _____ = \$ _____

Application Fee: \$ 50.00

Total Permit Fee: \$ _____

DATED at Bozeman, Montana this _____ day of _____, 201__.

The undersigned Permittee, mentioned in this permit, hereby accepts this permit, and agrees to comply with all of the terms and conditions set forth herein.

PERMITTEE: _____

Title: _____

Permit Application received: _____ By: _____

Permit Fee Paid (date): _____

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 Commission resolution, are paid by the Permittee. A "Street Cut Fee Schedule" is attached as Exhibit "A" to this application and shall be used to calculate the permit fee.
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 hereto attached; 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. **WORK STANDARDS.** All work shall be done in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010, as modified by the City of Bozeman. City modifications to the Montana Public Works Standard Specifications can be obtained at the office of the City Engineer, 20 E. Olive, Bozeman, Montana.
5. **COMMENCEMENT OF WORK.** Upon approval of this Permit, the Permittee shall notify the Street Superintendent 48 hours in advance of any work.
6. **PAVEMENT DEGRADATION FEES.** Permits for excavations in paved streets or alleys shall be subject to a pavement degradation fee. Newly constructed streets, re-constructed streets, or streets that have been re-paved shall be considered protected streets for a period of five years following construction. Permits for excavations in protected streets shall be subject to an additional pavement degradation fee surcharge. 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 Fire Marshall, if no alternate connection point is available; or for infrastructure improvement work being done under the City's Capital Improvements Program.
7. **CITY HELD HARMLESS FROM CLAIMS.** In accepting this permit, the Permittee, its/his/her successors or assigns, agrees to indemnify the City and hold it harmless from all claims, actions, liability, and damage of every kind and description which 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 or by reason of, any of the above causes, the Permittee, its/his/her successors or assigns, will upon notice to it/him/her of the commencement of such action, defend the same at its/his/her sole cost and expense and satisfy any judgement which 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 that Sub-Contractor.
8. **STREET OPENING BONDS** For each street cut permit, street opening bonds submitted on approved bond forms (see Exhibit "C") shall be provided in the amount of \$5000 or 100% of the 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 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 Montana Public Works Standard Specifications, Sixth Edition, April 2010, as modified by the City of Bozeman. All construction zones shall be signed in accordance with the Manual of Uniform Traffic Control Devices.
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 the Police and Fire Departments, Ambulance services, property owners residing within the portion to be closed, and (if applicable) school bus operators of the intended street closure, 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 b) above, send a press release to the Bozeman Daily Chronicle newspaper and local radio stations detailing the intended street closure at least two 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 1-800-424-5555 at least two 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-99 (or T-180, as appropriate). When the street cut 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 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 Bozeman standards.
- c) All asphalt patches shall be made with hot mix asphalt within forty-eight 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 3". 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 hours of trench backfilling.
- d) Before the street cut patch is made, the existing asphalt shall be cut back a distance of one (1) foot 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) 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 applicant fails to restore the street in a timely manner, the City reserves the right to have the work completed at the applicant's expense. If defects in the patch occur within the warranty period, the City reserves the right to repair the patch at the applicant's expense if the applicant fails to make the necessary repairs within five 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. **CITY TO BE REIMBURSED FOR REPAIRING ROADWAY.** Upon being billed therefore, Permittee agrees to promptly reimburse the City for any expense incurred in repairing surface of roadway due to settlement after installation, or for any other damage to roadway, curb, gutter or sidewalk as a result of the work performed under this permit.

16. **OTHER CONDITIONS AND/OR REMARKS.**

- a) This permit is valid for a period of six months after the date of approval, unless otherwise extended in writing by the Director of Public Service.

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 _____

17. POTENTIAL ASBESTOS ALONG WALLACE AVENUE

- a. In the event the proposed work is located on or immediately adjacent to Wallace Avenue south of Main Street (*please see map on attached form*), the applicant shall fill out the attached *Potential Asbestos Along Wallace Avenue* form and hire a Montana Accredited Asbestos Contractor/Supervisor to inspect the excavation for the presence of asbestos- containing material. It shall be the applicant's responsibility to contact the City Engineer's Office to ascertain whether such services are required and to hire an inspector with the appropriate credentials. It shall be a violation of the terms of the permit to fail to hire a Montana Accredited Asbestos Contractor/Supervisor if the applicant is excavating within the area delineated on the attached map.
- b. The Montana Accredited Asbestos Contractor/Supervisor must be present for the first day of excavation, and each additional day that a new area is excavated. Whether or not asbestos contaminated soil is encountered during the course of the proposed work, the applicant shall fill out the attached Potential Asbestos Along Wallace Avenue form, and submit this form to the City of Bozeman Street Department and the Montana Department of Environmental Quality within **five days** of completion of the inspection and/or asbestos removal activities.
- c. If any asbestos containing material is identified, a Montana Accredited Asbestos Abatement Contractor/Supervisor or Worker must immediately remove, transport and dispose of the asbestos in compliance with all applicable state and federal environmental requirements, criteria, and limitations, including OSHA regulations.
- d. Any contractor intending to conduct any work in the Wallace Avenue area delineated on the map must include a contingency for the discovery of asbestos within its work plan.

Street Cut Recommended by
City Street Superintendent
Date: _____

Application Approved by Public Service
Director
Date: _____

COMPLETED STREET CUT INSPECTED BY:

Title _____

Date _____

cc: Street Department
Permittee
Project File

EXHIBIT "A"

STREET CUT FEE SCHEDULE

All persons permitted to excavate or cut a paved public street or alley shall pay the following fees prior to approval of the street cut permit. Pavement degradation fees shall only be required for excavations in asphaltic concrete pavement; pavement degradation fees shall not be required for streets or alleys with Portland cement concrete surfaces or gravel surfaces.

The pavement 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. In addition to the normal pavement degradation fee, a pavement 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.

Application Fee:	\$50.00
Pavement Degradation Fee:	\$0.45/square foot
Pavement Degradation Fee Surcharges:	

Age of Protected Street

0 – 1 year	\$2.70/square foot
1 - 2 years	\$2.25/square foot
2 – 3 years	\$1.80/square foot
3 – 4 years	\$1.35/square foot
4 – 5 years	\$0.90/square foot

EXHIBIT "B"

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.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
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.

<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 Bozeman shall be named as additional insured on all required insurance coverages.

EXHIBIT "C"

**STREET OPENING BOND PURSUANT TO SECTION 12.12.030 OF THE
MUNICIPAL CODE OF THE CITY BOZEMAN**

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 BOZEMAN, 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 Bozeman Municipal Code Section 12.12.030 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 Service, 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 Service of the City of Bozeman, 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: _____

POTENTIAL ASBESTOS ALONG WALLACE AVENUE

This form is only for excavation along Wallace Avenue south of Main Street. For more information, please contact the City Engineer's Office.

You must submit a copy of this form within 5 days of completion of the inspection and/or asbestos removal activities to both the City of Bozeman Street Department and the Montana Department of Environmental Quality at the addresses listed immediately below:

City Engineering Office
City of Bozeman
P.O. Box 1230
Bozeman, Montana 59771

Montana Department of Environmental Quality
Attn: CMC Bozeman Asbestos Facility
P.O. Box 200901
Helena, Montana 59620-0901

Montana Accredited Asbestos Inspector Information:

Name: _____

Mailing Address: _____

Telephone Number: _____

Accreditation Number: _____

Accreditation Date: _____

Date of excavation: _____

Location of Excavation (please describe by nearest intersection and street address of nearest building): _____

Was asbestos found? Yes _____ No _____

If asbestos ore was found:

Approximate amount of asbestos material removed (cubic feet): _____

Areal extent of the excavation (square feet): _____

Depth to which asbestos contamination was found (feet): _____

Date removed: _____

Regulated asbestos-containing material transporter:

Contractor name: _____

Mailing Address: _____

Telephone Number: _____

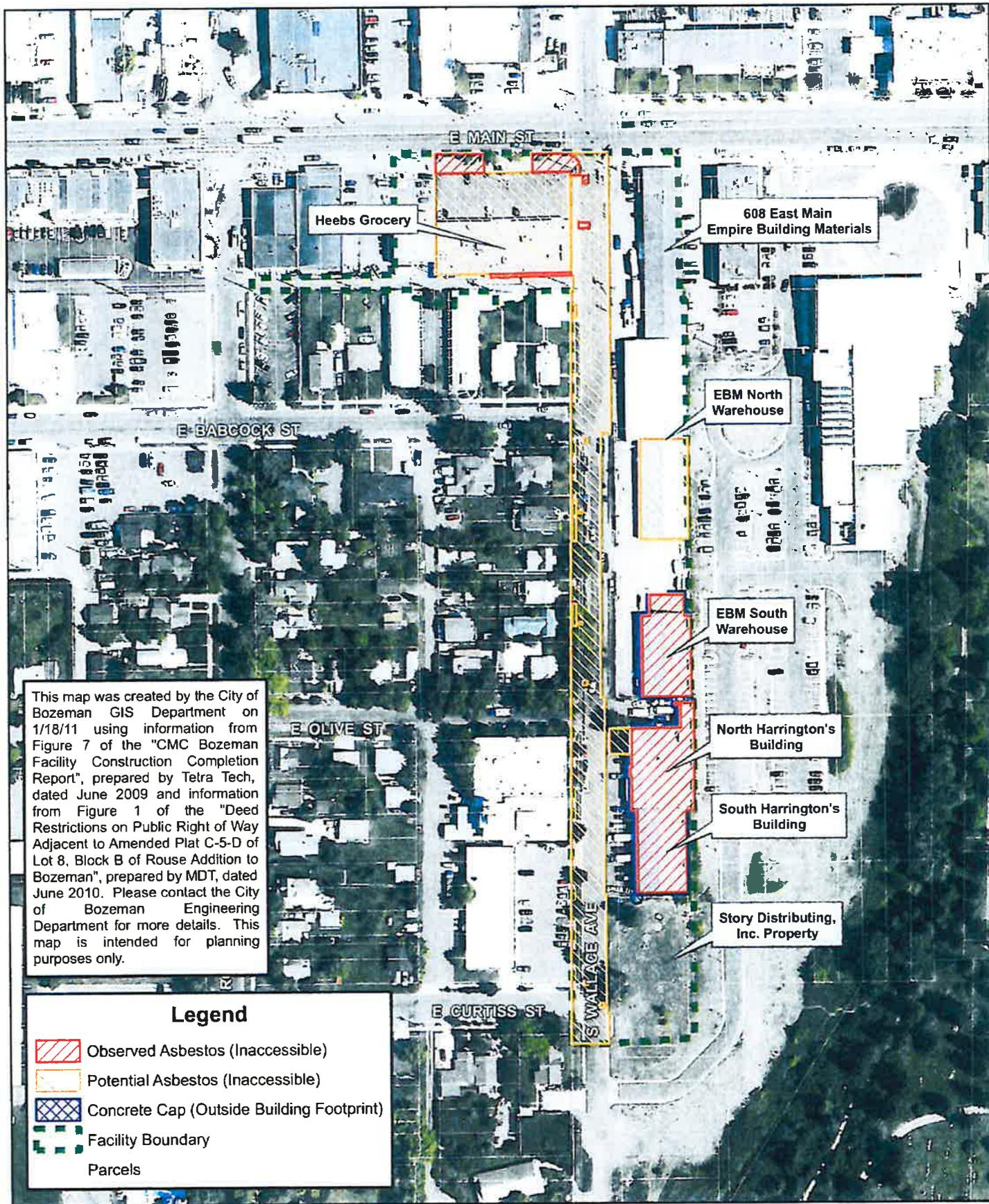
Waste disposal Site: _____

Date disposed of: _____

Signatures:

Applicant

Montana Accredited Asbestos Inspector



Potential Asbestos Ore