



## Contractor Encroachment Permit Guidance Document

The following document is for guidance purposes only. The applicant shall read and understand the relevant references listed below.

Below is a description of the permit review process, followed by applicant and City actions needed to move the process forward. This document also includes relevant references.

For this guidance document the Applicant and the Permittee are the same party.

### Description

A Contractor Encroachment Permit is required for all situations where a contractor will be performing work in the public right-of-way. For information regarding encroachment permits please visit the City's review webpage <https://www.bozeman.net/services/development-center>. Make sure to have all relevant permit information available before you proceed to fill out permit.

### General Information

- Pedestrian ramps required at all street corners.
- Before excavating, call 1-800-424-5555 (or 811) for utility locates.
- Inspections are to be scheduled Monday through Friday only, during regular business hours. Call the City of Bozeman Engineering Department at (406) 582-2280 a minimum of twenty-four (24) hours prior to executing work to schedule an inspection.
- All construction work and materials used shall comply with the City of Bozeman Design and Construction Standards.
- The minimum insurance requirements are spelled out in this permit. The City will review this permit application and determine whether additional insurance is needed if you are using heavy or specialized equipment such as cranes or helicopters.

### Permit Conditions

1. **TERM:** This permit shall be in full force and effect from the date of city approval shown below until revoked as herein provided and shall be limited to the encroachments and locations specifically identified in the application.
2. **PERMIT FEE:** The 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.
3. **LANE MITIGATION FEE:** Closures for lane closure of any travel-way, sidewalk or shared use path, bike lane, parking lane, driving lane, or alley shall be subject to a lane mitigation fee as established by City Commission resolution. Fees will be calculated on number of days agreed on in the permit. Days beyond that, without prior approval, will be subject to overage fees.
4. **REVOCAION:** This permit may be revoked by the City of Bozeman upon giving ninety (90) days written notice to the Permittee by regular mail, at the address shown in the application. The City of Bozeman may revoke this permit without notice during an emergency or if Permittee violates

any of the conditions or terms. If the Permittee fails to remove the permitted encroachment(s) and restore said right-of-way to its previous condition within said ninety (90) day period, or in an emergency, in a reasonable time, the City at its option may remove the same and restore said right-of-way to its previous condition and permittee shall pay the cost and expense thereof to the City.

5. COMMENCEMENT OF WORK: No work shall be commenced until Permittee provides 48-hour written notice to the City Engineer prior to the date the Permittee proposes to commence work.
6. CHANGES IN THE RIGHT-OF-WAY: If City infrastructure necessitates changes in the structures, or facilities installed under this permit, Permittee will make necessary changes without delay and without expense to the City.
7. INDEMNIFICATION/INSURANCE:
  - a. To the fullest extent permitted by law, Permittee, recognizing its exercises its privileges under this permit at its own risk, shall release, and shall protect, defend, indemnify, and hold harmless the City and its agents, representatives, employees, and officers from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witnesses and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City and their agents, representatives, employees, and officers, occasioned by, growing or arising out of or resulting from or in any way related to : (i) the occupation or use of the Site by Permittee; (ii) the negligent, reckless, or intentional misconduct of the Permittee, its officers, employees, or agents on or related to the Site; (iii) any negligent, reckless, or intentional misconduct of any of the Permittee's guests, invitees, contractors, or subcontractors on or related to the Site; and (iv) the negligent, reckless, or intentional misconduct of any other third party with respect to use of the Site.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to an indemnitee described in this Section. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

Permittee's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by the City.

Should any indemnitee described herein be required to bring an action against the Permittee to assert its right to defense or indemnification under this Agreement or under the Permittee's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Permittee was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

In the event of an action filed against the City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

These obligations shall survive termination of this Permit.

- b. In addition to and independent from the above, during the term of this Agreement Permittee shall at Permittee's expense maintain those insurances as may be required by the City as set forth below through an insurance company or companies duly licensed and authorized to conduct business in Montana which insures the liabilities and obligations specifically assumed by the Permittee in subsection (a) of this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Permittee in subsection (a) of this Section nor for any of the Permittee's activities on the Site.

Within ten (10) days following execution of this permit by the City, Permittee shall provide the City with proof of such insurance in the form of a certificate of insurance, and if required by the City the insuring agreement(s) and all applicable endorsements demonstrating that such insurance is in full force and effect and shall provide such proof when requested by the City thereafter during the term of this Agreement.

Permittee shall notify the City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed so that there is no lapse in coverage during the time such insurance must remain in place. Permittee shall notify the City within two (2) business days of Permittee's receipt of notice that any required insurance coverage will be terminated or Permittee's decision to terminate any required insurance coverage for any reason.

The insurance and required endorsements must be in a form suitable to the City. The Permittee agrees it may not commence any action under this permit until such insurances are approved by the City.

- c. Permittee shall obtain the following type of insurance in the amount indicated:
- Worker's Compensation – not less than statutory limits; and
  - Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$10,000,000 umbrella per occurrence and in aggregate
  - Automobile Liability 0 \$1,000,000 combined single limit

For liabilities assumed hereunder, the City, their officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General Liability policy.

8. The Permittee shall protect the work area with traffic control devices which comply with the Manual of Uniform Traffic Control Devices (MUTCD). Permittee may be required to submit a traffic control plan to the City Engineer for approval, prior to starting work. During work, the City

of Bozeman may require the Permittee to use additional traffic control devices to protect traffic or the work area. No road closure shall occur without prior approval from the City Engineer or his designee. All construction materials temporarily stored within the traveled way of any street shall be adequately barricaded in accordance with the MUTCD.

9. RIGHT-OF-WAY AND DRAINAGE: If work done under this permit interferes in any way with the drainage of City property or right-of-way, the Permittee shall, at its expense, make such provisions as the City may direct to remedy the interference.
10. RUBBISH AND DEBRIS: Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed, and the roadside left in a neat and presentable condition satisfactory to the City.
11. INSPECTION: The installation authorized by this permit shall be in compliance with the attached plan and the conditions of this permit. The Permittee may be required to remove or revise the installation at the sole expense of Permittee if the installation does not conform to the requirements of this permit or the attached plan.
12. CITY'S RIGHT NOT TO BE INTERFERRED WITH: Initial installation, changes, reconstruction, or relocation of the permitted encroachment(s) shall be done by Permittee so as to cause the least interference with any of the City's work. The City shall not be liable for any damage to the Permittee by reason of any work by the City, its agents, contractors or representatives, or by the exercise of any rights by the City for the encroachment(s) placed under this permit.
13. CONSTRUCTION, MAINTENANCE, REMOVAL OF INSTALLATION OR STRUCTURE: Permittee, at Permittee's sole cost and expense shall construct, maintain, replace, relocate, and/or remove the installation, facility, or structure in accordance with the applicable City and industry standards. Furthermore, after completion of any of the construction, Permittee shall fill in any excavations and restore the right-of-way to its original condition. The City shall have the right at any time to require Permittee to maintain, reconstruct, replace, relocate, and/or remove its facility from the right-of-way, all at the Permittee's expense.
14. CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS: In accepting this permit the Permittee agrees that any damage or injury done to said installations, structures, or other encroachments by any City employee engaged in construction, alteration, repair, maintenance, or improvement of its property or right-of-way shall not be the responsibility of the City.
15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY: Permittee agrees to promptly reimburse the City for any expense incurred in repairing surface of roadway due to settlement at installation authorized under this permit, or for any other damage to roadway or associated structures which occurred because of the work performed under this permit.

## Applicant Actions

- Provide applicant information, including name, address, email address, and phone as requested on the permit application.
- If applicant is a corporation, provide the State of Incorporation and names of the President and Secretary.
- Provide comprehensive project information as requested on permit application form.
- Provide a legal description of the property.
- Provide number of days for the expected work of the permit.
- Upload and submit required documents including all the following:

- 1.) Insurance certificate naming City of Bozeman as additional insured
  - 2.) MUTCD Compliant Traffic Control Plan
  - 3.) Signed Notification Letter that you received after submitting your permit application.
  - 4.) Screenshot or snip of the completed Lane Mitigation Fees worksheet indicating anticipated lane closure length in linear feet.
  - 5.) Map or picture of your work area.
- Pay fees when notified that they are due.

## City Actions

- Engineering Department staff will review the submittal for conformance with the permit submittal checklist to ensure the applicant has provided a complete package and uploaded all required files.
- After a successful completion of the pre-screen, if corrections are required or documents missing, the submittal will be returned to the applicant to resolve the issues and re-submit.
- Permit application will be distributed to appropriate City staff for review. If questions or issues arise, the permit will be sent back to the applicant for resolution.
- The City will review this permit application and determine whether higher insurance limits are needed if you are using heavy or specialized equipment such as cranes or helicopters.
- Once all issues have been resolved, Engineering staff will notify applicant that fees are due.
- Engineering staff will review the permit application and will post a decision letter in the “Decision” folder in ProjectDox. The Applicant will receive an email stating the letter is available in the decisions folder in ProjectDox.

## Relevant References

The following references are provided on the City website and should be consulted for requirements associated with this permit. Note that some of these references may change from time to time.

- *City of Bozeman Design and Construction Standards*
- Insurance Requirements

## Filing and Naming Criteria

The software has underlying features that do not work if these requirements are not fulfilled. Projects not complying with this section will not proceed beyond prescreen and will be returned to the applicant to correct.

### Documents Folder

- Upload all documents and other supporting documents in the Documents Folder
- Documents may be any size
- Documents may be scans if they are legible.
- File names shall meet the following criteria:
  - The software won't accept file names exceeding 30 characters.
  - The file name shall start with a 3-digit number beginning with “001”
  - The name shall also include a brief description of the content of the file.

Example of file naming standards:

<b>Sheet Description</b>	<b>ProjectDox File Name</b>
Signed Notification Letter	001 Notification Letter
MUTCD Compliant Traffic Control Plan	002 Traffic Control Plan
General Liability Insurance	004 General Liability Insurance
Automobile Liability Insurance	005 Automobile Liability Insurance
Worker's Compensation Insurance	006 Worker's Compensation Insurance
Map of Project Location	007 Map
Snip or Screenshot of the Lane Mitigation Fees	008 Lane Mitigation Fees Calculator

#### Revisions / Resubmittals

New versions of previously submitted files must use the exact same name as the original file. The software will indicate that there is a new version.

#### **Contact Information**

For questions or changes to your permit, please call 406-582-2280.