CITY OF THREE FORKS RIGHT OF WAY PERMIT APPLICATION

This Box for City Use Only	Approved by:
Date Received: Click or tap to enter a date.	Permit Expiration Date: Click or tap to enter a date.
Date Reviewed: Click or tap to enter a date.	Passed Inspection (date & who):
Action (date & who):	Deposit Return (date & who):

See also Ordinances in Title 11, Chapters 29 & 30 of the Three Forks Municipal Code at https://codelibrary.amlegal.com/codes/threeforksmt/latest/threeforks_mt/0-0-0-1.

Contractor/Applicant/Permittee: _____ License #: _____

Mailing Address: _____

Email Address: _____ Cell Phone #: _____

24 Hour Phone #_____

Project Owner (if different than Contractor/Applicant/Permittee): _____

Mailing Address: _____

Email Address: _____ Cell Phone #: _____

24 Hour Phone #_____

Location of the Proposed Work

Description of the Proposed Work: _____

Est. Start Date: Click or tap to enter a date._____

Est. Completion Date: Click or tap to enter a date._____

(☐ Check if there are additional description attachments)

Road Name _____ Subdivision Name _____

Location (grid address **must** be correct) _____

Approach: _____Single residence_____

Subdivision_____Commercial_____ Agriculture _____Other

Type Of Work (Detailed Description)_____

_____

Excavation By _____

Company Name _____ Contact _____ Phone _____

CULVERT REQUIRED: ☐ YES ☐ NO

To be determined by Three Forks Public Works Department (or MT DOT) CULVERT SIZE:_____

(Culvert size to be determined by the applicant, minimum culvert size is eighteen-inches [18”]) If a culvert or

bridge is installed over a canal, applicant must coordinate with the City, irrigation or canal company.

MAILBOX INSTALLATION: ☐ YES ☐ NO

If a mailbox is installed at a location, it must be on a breakaway post at least eight feet (8') off the traveled roadway (in accordance with U.S. Postal regulations).

☐ Overhead ☐ Underground

Public Road Surface Type (check one): ☐ Dirt ☐ Gravel ☐ Pavement

Nearest Cross Streets: _____ and _____

Notice: this Permit shall not be valid for excavation until, or unless, the provisions of the Montana Code have been complied with. **PRIOR TO EXCAVATION, CALL 811**

Type of Work (check all that apply):

☐ Sewer Service
☐ Water Main Tap (fire line, etc.)
☐ Sidewalk
☐ Curb/Gutter/Asphalt Patch-back
☐ Trenching/Boring
☐ Private Utility Work (gas, cable, phone, electric, etc.)
☐ Driveway / Approach
☐ Widen / Relocate Existing Driveway
☐ Other_____

Local Highway Jurisdictions (LHJ):

1. A fee is required and due at the time of permit application. The fee is $1,000.00 per application.

2. The Local Highway Jurisdiction (LHJ) may change, amend or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with its provisions or requirements as set forth herein.

3. Approaches shall be for the bona fide purpose of securing access and not for the purpose of parking, conducting business, or servicing vehicles on the public right-of-way.

4. No revisions or additions shall be made to an approach or its appurtenances on the public right- of- way without the written permission of the LHJ.

5. The permittee shall furnish all material, labor and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing approved drainage pipe of a size specified on permit.

6. The LHJ reserves the right to require the permittee, its successors and assigns, at any time, to make such changes, additions, repairs and relocations to any approach or its appurtenances within the public right-of- way as may be necessary to permit the relocation, reconstruction, widening, drainage, and maintenance of the roadway and/or to provide proper protection to life and property on or adjacent to the roadway

7. Approaches shall conform to the plans made a part of this permit. Adequate drawings or sketches shall be included showing the design, materials, construction requirements and proposed location of the approach. All approaches shall be in accordance with Exhibits _____and _____ of the Manual for Use

of Public right-of-way Standard Approach Policy.

8. During the construction of the approach(es), such barricades, signs and other traffic control devices shall be erected and maintained by the permittee, as may be deemed necessary by the LHJ. Said devices shall conform to the current issue of the Manual on Uniform Traffic Control Devices. Parked equipment and stored materials shall be as far from the traveled way as feasible. Items stored within 30 feet of the traveled way shall be marked and protected. The LHJ may provide barricades (when available) upon request.

9. In accepting this permit, the permittee, its successors and assigns, agrees to hold the LHJ harmless from any liability caused by the installation, construction, maintenance or operation of the approach(es).

10. If the work done under this permit interferes in any way with the drainage of the roadway, the permittee shall wholly and at his own expense make such provision as the LHJ may direct to take care of said drainage problem.

11. Upon completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and to the satisfaction of the LHJ.

12. The permittee shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the LHJ.

13. Neither the acceptance of this permit nor anything herein contained shall be construed as a waiver by the permittee or any rights given it by the constitution or laws of the State of Montana or of the United States.

14. No work shall be started until an authorized representative of the LHJ has given written notice to the permittee to proceed, except in case of an emergency when verbal authorization may be given with a written permit and fee required within five (5) working days.

Construction Requirements:

Applicant must contact Montana 811 “Call Before You Dig” free locate request service. Underground utilities must be located and marked prior to any trenching or boring work.

Microtrenching shall not be permitted.

All construction must meet the latest City-adopted Standards for Design and Construction (MTSPWC), as well as the most current City of Three Forks Revisions to the NMSPWC (City Revisions).

A traffic control plan must be submitted and approved by the Public Works Department or the MT DOT. The traffic control plan must be approved prior to approval of the right-of-way encroachment permit.

If required by the City, the Applicant must give the Public Works Department or MT DOT forty-eight hours (48) notice before any lane or roadway closures are permitted.

If required by the City, contact the Public Works Department at 406-285-3431 or MT DOT with closure information and timeframes for closures.

This permit is for the use of the City right-of-way only. No survey has been conducted by the City to determine the location of the right-of-way in this permit. Verification of right-of-way is the responsibility of the Applicant.

This permit does not alter permits or other agreements. This permit is valid for one-hundred-eight (180) days from the approval date.

Items to be attached to this completed application for submittal:

- Sketch of the proposed work area that identifies the work to be done and repairs/remediation to be made to existing facilities after the work. More complex or larger projects (disturbing more than 40-SY of surface within Three Forks right-of-way) shall provide scaled plans of the work.
- Construction Traffic Control Plan (TCP) meeting MUTCD Requirements.
- Check for the Submittal Fee (refer to page 2 for the Fee Table).
- Check for the Repair Deposit (refer to page 2 for the Fee Table), which deposit is refundable if all the work is completed per City of Three Forks requirements and has passed inspection.

Acknowledgments:

By signing and submitting this right-of-way Encroachment Permit, the Applicant acknowledges the following:

- The Applicant, Contractor, and Project Owner are familiar with and agree to abide by Three Forks Standards and the terms and conditions of this permit.
- No work within Three Forks right-of-way shall take place prior to the issuance of the permit.
- Contractor shall notify the Public Works Department or MT DOT between 1 to 3 days prior to starting any work.
- The City of Three Forks may revoke this permit at any time for due cause and require the removal of the facilities installed under this permit within thirty (30) calendar days of the delivery of the revocation.

Fee and Deposit Schedule for Right-of-Way Encroachment Permits:

Size Category	Amount of ROW Disturbed	Fee	Deposit if Disturbance is in an Improved Area[1]	Deposit if Disturbance is in Unimproved Area[2]
Small	≤ 20-SY	$50	$2,000	$500
Regular	21-SY to 40-SY	$100	$3,500	$850
Large	40-SY to 80-SY	$200	$6,000	$1,400
Commercial	>80-SY	TBD (3)	TBD (3)	TBD (3)

Fee and Deposit Schedule Notes:

1. An "Improved Area" is identified as an area of the right-of-way (ROW) that has improvements such as gravel, asphalt, concrete, landscaping, constructed drainage features, etc.
2. An "Unimproved Area" is identified as an area of the right-of-way that does not have improvements listed in Note 1 above; for example, a graded dirt shoulder that may or may not be mowed.
3. Commercial-sized projects shall be evaluated on an individual basis. Fees may be determined based on the linear foot of trench/bore.
4. It is the applicant's responsibility to request the return of the deposit after the project is complete and all work, including surface restoration, has been completed per City of Three Forks standards and passed inspection. The deposit may be authorized for release no sooner than sixty (60) days after the work has passed final inspection, to be sure no further repairs are required. Deposits not requested within one-hundred-eighty (180) days of project completion are considered forfeited and

will not be refunded.

Additional Terms and Conditions:

By signing and submitting this right-of-way Encroachment Permit, the Applicant agrees to the following:

- All work being performed within City right-of-way is subject to City inspection or inspection by a representative of the City who works for a third party at any time.
- Contractor shall notify the Public Works Department at **406-285-3431** or MT DOT at least two (2) business days prior to excavation.
- Contractor shall notify adjacent residents and businesses of the proposed work and make accommodations to maintain access to the properties affected by construction activities.
- Contractor is responsible for obtaining all required permits and ensuring that work is done according to the most stringent of any applicable agency standards (e.g. EPA, DEQ, OSHA, NEC, etc.)
- Contractor shall carry a minimum of $1,500,000.00 per occurrence general liability insurance coverage and such other insurance coverage as required herein, which shall name the City of Three Forks, and its employees, as additional insured without exception.
- Contractor shall ensure that any open trenches are protected to prevent accidental ingress by people or vehicles. Trenches may not be left open without active work in them for more than 3 consecutive days.
- Contractor will provide the City with compaction reports for all backfill activities per City Standards.
- Contractor shall provide and maintain all traffic control devices in accordance with the approved TCP.
- The location and placement of any permanent utilities or appurtenances shall be approved by the City.
- All pavement patches are to be of hot-mix asphalt (HMA) with PG 58-28 oil; if cold weather precludes the use of HMA, then the Contractor shall install and maintain a temporary cold-mix asphalt patch and then when HMA is available come back, dress the trenches, and install the permanent HMA patch.
- Unless stated otherwise on this permit, the permit is granted for one hundred eighty (180) calendar days, and all work must be completed in that time. The Contractor/Applicant/Permittee may apply for an extension. Any work, repairs, or remediation not completed in time shall be subject to a $100 weekly inspection fee until the work has been completed to the satisfaction of the City.
- Failure to abide by the terms and conditions of this permit or of any associated agreement or memorandum of understanding between the Applicant, Project Owner, or Contractor and the City of Three Forks is considered due cause for revoking this permit.

Additional Requirements:

1. Nothing herein shall relieve Applicant/Permittee of their obligations to obtain all other Encroachment/Grading/Landscape permits and approvals from the City required by applicable laws, rules, or regulations, and comply with all conditions, requirements, and other City policies and provisions. The obligations and requirements of this permit shall be in addition to the foregoing. In the event of a conflict between the terms of any of the foregoing and this permit, the more stringent obligations and requirements shall apply.
2. In addition, Applicant/Permittee shall file at least quarterly, unless otherwise specified by the City's Code or otherwise agreed to in writing with the City, a statement of system construction and build-out to date, and as-built maps of underground and aerial build-out and per linear foot distances and locations in a GIS format acceptable to the City.
3. To the extent that contractors and subcontractors seek to pull permits, if Applicant/Permittee is the owner of the project, it will be identified as such.
4. Applicant/Permittee may have three (3) City approved permits in process at one time. The City will allow a minimum of 3 active City approved permits and a maximum of 5 active City approved permits (subject

to the discretion of the City). The City and Applicant/Permittee will work in good faith to coordinate the number of open and active City approved permits in process. Further, the City and Applicant/Permittee agree, that where the maximum number of City approved permits are open, the City will not approve a new permit until Applicant/Permittee complete restoration of the right-of-way, sidewalks, curbs and gutters, and to the extent applicable, work done on affected private property, and closes out one of the City approved permits. Regardless of whether Applicant/Permittee or a subcontractor perform the construction, all construction and maintenance of any and all facilities in the right-of-way or on private property shall be and remain the responsibility of Applicant/Permittee. All restoration work for the right-of-way, sidewalks, curbs and gutters, yards and fences and private property shall be done so as to be in as good or better condition than that existing before the work of Applicant/Permittee.

5. The Applicant shall notify MT 811 prior to commencing work. It is customary to have up to 48 hours for the City to locate its utilities. In large volume applications, the City shall be allowed an additional 48 hours to conduct its locates for water and sewer mains, which will be physically marked blue and green respectively. Gas, electricity, telecom, phone, and others are marked by others.
6. Applicant/Permittee/Project Owner shall reimburse the City for the City's costs, expenses and fees in connection with the City's Application reviews, plan reviews, permit reviews and issuances, testing and inspections by City employees and representatives of the City who work for third parties, consultants' fees, costs and expenses in connection with permits, construction and technical issues, drafting and negotiating Franchises, Licenses, Telecommunications Agreements, Pole Attachment Agreements, Master License Agreements for Small Cells and related Telecommunication matters. Additionally, Applicant/Permittee/Project Owner agrees that it will be responsible for reimbursing the City, for the fees, costs and expenses incurred by the City for the review and administration of applicable permits, inspection of all surface, underground and aerial work, inspection and testing within City Rights-of-Way and project work on other City-owned property. This includes by way of illustration and not limitation, correct plant mix, pavement placement, sidewalk replacement, landscaping repair including sod, irrigation lines, irrigation sprinklers, shrubs, and trees, traffic control set up, street restoration, graffiti removal, clean-up and public safety.
7. To the extent practicable, economically feasible, and legally enforceable, the construction of Applicant/Permittee/Project Owner and location of its facilities shall be of minimal impact to private property including but not limited to yards and fences. All construction and maintenance of any and all facilities on private property shall, regardless of who performs the construction, be and remain the responsibility of Applicant/Permittee/ Project Owner. Prior to beginning any construction, Applicant/Permittee shall provide private property owners with a door hanger or other appropriate written notice at least five (5) days before commencing work and a construction schedule for work on private property. Applicant/Permittee shall interact respectfully with private property owners and in a non-confrontational manner. Applicant/Permittee/ Project Owner shall not convey or infer that this is a City project or that is it being done with the support or sponsorship of the City. Applicant/Permittee shall not leave gates open, or hop fences, or leave yards in disarray or convey that it can undertake any and all construction to yards in the course of its work.
8. When any opening is made by Applicant/Permittee in a yard on private property or yards or fences are disturbed, Applicant/Permittee shall promptly restore the yard and fences and private property to as good or better condition than that existing before the work of Applicant/Permittee.
9. City may, after providing notice to Applicant/Permittee and the failure of Applicant/Permittee to respond within the required time, repair any work done by Applicant/Permittee that, in the determination of City, does not conform to industry standards. The costs thereof, including the costs of inspection and supervision shall be paid by Applicant/Permittee. If Applicant/Permittee fails to complete the work referred to herein within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Applicant/Permittee/ Project Owner. Applicant/Permittee/

Project Owner shall remit payment to City within ten (10) days of receipt of an itemized list of those costs. All of the work of Applicant/Permittee shall be done in compliance with all laws, regulations and ordinances of the City and the State of Montana.

10. The transmission and distribution system, wires and appurtenances of Applicant/Permittee/Project Owner shall be located, installed and maintained so as not to endanger or interfere with the lives of persons, or to unnecessarily hinder or obstruct the free use of private property, Rights-of-Way, or other public property.
11. Additionally, Applicant/Permittee shall give at least five (5) days' notice using door hangers or other appropriate written notice to private property owners of construction work in adjacent Rights-of-Way.
12. Applicant/Permittee/Project Owner shall provide a performance bond, in a form and amount acceptable to the City *to ensure the faithful performance of its* responsibilities under this permit and applicable law in accordance with the procedures set forth in the performance bond. The performance bond shall be issued by a corporate surety authorized to do surety business in the State of Montana. Applicant/Permittee/Project Owner shall be required to obtain construction bonds, other performance bonds or warranty bonds in accordance with City Code requirements. Applicant/Permittee/Project Owner shall pay all premiums or costs associated with maintaining the performance bond and shall keep the same in full force and effect at all times (including for a period of one [1] year after the term or termination of this permit) and shall within fourteen (14) days replenish the performance bond upon a payment from it. Applicant/Permittee/Project Owner shall not cancel the performance bond without obtaining an alternative performance bond in conformance with this permit.
13. If there is an uncured breach by Applicant of a material provision of this Permit or a claim by the City of a pattern of repeated violations of any provision(s) of this Permit by Applicant, then the City may require, in addition to the performance bond described herein, and Applicant shall establish and provide within thirty (30) days from receiving notice from the City, to the City as security for the faithful performance by Applicant of all of the provisions of this Permit, a letter of credit, under terms and conditions and from a financial institution satisfactory to the City, in the amount of one hundred thousand dollars ($100,000).
    i. In the event that Applicant establishes a letter of credit pursuant to the procedures of this subsection, then the letter of credit shall be maintained at one hundred thousand dollars ($100,000) until the alleged uncured breach has been resolved.
    ii. If the default is not cured after ten (10) days' notice and opportunity to cure provided in writing from the City to Applicant, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:
        1. Failure of Applicant to pay the City sums due under the terms of this Permit;
        2. Reimbursement of costs borne by the City to correct Permit violations not corrected by Applicant; and,
        3. Monetary remedies or damages assessed against Applicant due to default or breach of Permit requirements.
    iii. The City shall give Applicant written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Applicant shall restore the letter of credit to the amount required under this Permit.
14. Applicant shall have the right to appeal to the Hearing Examiner for reimbursement in the event Applicant believes that the letter of credit was drawn upon improperly. Applicant shall also have the right of judicial appeal if Applicant believes the letter of credit has not been properly drawn upon in accordance with this Permit. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Applicant with interest, from the date of withdrawal at a rate equal to the prime rate of interest.
15. Discontinuing Use/Abandonment of Facilities
Whenever Applicant/Permittee/Project Owner intends to discontinue using any facility within the Rights-

of-Way, Applicant/Permittee/Project Owner shall submit for the City's approval a complete description of the facility and the date on which Applicant/Permittee/Project Owner intends to discontinue using the facility. Applicant/Permittee/Project Owner may remove the facility or request that the City permit it to remain in place. Notwithstanding Applicant/Permittee/Project Owner's request that any such facility remain in place, the City may require Applicant/Permittee/Project Owner to remove the facility from the right-of-way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest at no cost to the City. The City may require Applicant/Permittee/Project Owner to perform a combination of modification and removal of the facility. Applicant/Permittee/Project Owner shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Applicant/Permittee/Project Owner removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another person having authority to construct and maintain such facility, Applicant/Permittee/Project Owner shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the right-of-way, in the same manner and degree as if the facility were in active use, and Applicant/Permittee/Project Owner shall retain all liability for such facility. If Applicant/Permittee/Project Owner abandons its facilities, the City may choose to use such facilities for any purpose whatsoever.

What Constitutes Abandonment:

The City shall be entitled to exercise its option if:

Applicant/Permittee/Project Owner fails to provide service in accordance with this permit over a substantial portion of the City for thirty (30) consecutive days, unless the City authorizes a longer interruption of service; or

In the event of termination, expiration, revocation or nonrenewal of this permit, and after all appeals from any judicial determination are exhausted and final, the City may order the removal of the system facilities from the permit area at Applicant/Permittee/Project Owner's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Applicant/Permittee/Project Owner shall refill, at its own expense, any excavation that is made and shall leave all rights-of-way, public places and private property in as good a condition as that prevailing prior to Applicant/Permittee/Project Owner's removal of its equipment.

If Applicant/Permittee/Project Owner fails to complete any required removal to the satisfaction of the City, the City may cause the work to be done, and Applicant/Permittee shall reimburse the City for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the City's expenses and costs, or the City may recover its expenses and costs from the bonds or pursue any other judicial remedies for the collection thereof. Any expenses incurred in the collection by the City of such obligation shall be included in the monies due the City from Applicant/Permittee/Project Owner, including reasonable attorneys' fees, court expenses and expenses for work conducted by the City's staff or agents.

16. Indemnification

(A) General Indemnification. Applicant/Permittee/Project Owner, jointly and severally at their sole cost and expense, shall indemnify, defend and hold City, its officers, officials, City Council, boards, commissions, agents, representatives, and employees, harmless from any action or claim for injury, damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to person or property, including, without limitation, and all other damages in any way arising out of, or by reason of, Applicant/Permittee/ Project Owner's acts, errors, omissions, conduct, activity, or work arising from or in connection with this permit. Applicant/Permittee/ Project Owner shall consult and cooperate with the

City while conducting its defense of the City.

(B) Indemnification for Relocation. Subject to applicable law, Applicant/Permittee/ Project Owner shall jointly and severally indemnify City for any damages, claims, additional costs, or expenses payable by City directly related to, arising solely out of or resulting solely from Applicant/Permittee/ Project Owner's failure to properly install, remove, adjust or relocate any of its facilities in the rights-of-way and on public property.

(C) Procedures and Defense. If a claim or action arises, City shall tender the defense of the claim or action to Applicant/Permittee/ Project Owner, which defense shall be at Applicant/Permittee/ Project Owner's expense. Applicant/Permittee/ Project Owner may not agree to any settlement of claims financially affecting City without City's written approval that shall not be unreasonably withheld.

(D) Duty of Defense. The fact that Applicant/Permittee/ Project Owner carries out any activities under this permit through independent contractors shall not constitute an avoidance of or defense to Applicant/Permittee/ Project Owner's duty of defense and indemnification under this permit.

(E) Duty to Give Notice. The City shall give the Applicant/Permittee/ Project Owner prompt written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section.

(F) Separate Representation. If separate representation to fully protect the interests of parties is necessary, such as a conflict of interest between the City and the counsel selected by Applicant/Permittee/ Project Owner to represent the City, Applicant/Permittee/ Project Owner shall select and pay for other counsel without conflict of interest with the City.

17. Insurance Requirements

(A) General Requirement. Applicant/Permittee/Project Owner shall, at their own expense, purchase and maintain the minimum insurance required herein with companies duly licensed to issue insurance in the State of Montana possessing a current A.M. Best, Inc. Rating of A VII or better and shall maintain in full force and effect at their own cost and expense each of the following policies of insurance:

(1) Comprehensive Commercial General Liability coverage for bodily injury, personal injury, and property damage, including contractual liability and completed operations coverage with limits of no less than three million dollars ($3,000,000) per person/occurrence and five million dollars ($5,000,000) in the aggregate or such other amount required by the City. Such insurance shall name the City, the City's officers, officials, City Council, boards, commissions, agents, representatives, volunteers and employees as additional insureds.

(2) Commercial Automobile Liability Insurance with minimum combined single limits of at least three million dollars ($3,000,000) per person/occurrence and five million dollars ($5,000,000) in the aggregate or such other amount required by the City, each occurrence with respect to each of Applicant/Permittee/Project Owner's owned, hired and non-owned vehicles, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this permit.

(3) Employer's Liability with limits of at least one million dollars ($1,000,000).

(4) Workers' Compensation insurance shall be maintained with limits of not less than one million ($1,000,000) or such greater amount during the life of this permit to comply with State law for all employees of Applicant/Permittee/Project Owner.

The amounts listed above are the minimum deemed necessary by City to protect City's interests in this matter. City has made no recommendation to the Applicant/Permittee/Project Owner as to the insurance necessary to protect Applicant/Permittee/Project Owner's interests and any decision by the Applicant/Permittee/Project Owner to carry or not carry insurance amounts in excess of the foregoing is solely that of the Applicant/Permittee/Project Owner. Applicant/Permittee/Project Owner shall be responsible for judgments,

settlements, damages, costs, attorneys' fees and expenses that exceed limits of Applicant/Permittee/Project Owner's insurance coverage. Applicant and any contractors or subcontractors working on their behalf shall name the City, its officers, employees, and elected and appointed boards as additional insureds under the policies.

(B) Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City via mail, and ten (10) days' notice for nonpayment of any premium. If the insurance is canceled or terminated or materially diminished so as to be out of compliance with the requirements of this permit, Applicant/Permittee/Project Owner shall provide a replacement policy. Applicant/Permittee/Project Owner agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, until all work required to be performed under the terms of this permit is satisfactorily completed and in the event any insurance policy required by this permit shall be written on a claims made basis, Applicant/Permittee/Project Owner agrees to keep such policy in place as well as Commercial General Liability Insurance, for at least one (1) year past completion and acceptance of Applicant/Permittee/Project Owner's work or services and one year beyond expiration or termination of this permit. Any failure of Applicant/Permittee/Project Owner to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Applicant/Permittee/Project Owner will jointly and severally indemnify City for losses City otherwise would have been covered for as an additional insured.

All insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its City Council, boards, commissions, representatives, officers, officials, agents, and employees for any claims arising out of Applicant/Permittee/Project Owner's work or service. Coverage under the policies shall not be subject to a self-insured retention or deductible.

(C) Endorsements. All policies shall contain, or shall be endorsed so that:

(1) The City, and the City's officers, officials, City Council, boards, commissions, agents, representatives, and employees are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Applicant/Permittee/Project Owner under this permit or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of Applicant/Permittee/Project Owner's facilities and equipment and underground construction and aerial construction;

(2) Applicant/Permittee/Project Owner's insurance coverage shall be primary insurance and non-contributory with respect to the City, City Council and the City's officers, officials, boards, commissions, agents, representatives, and employees. Any insurance or self- insurance maintained by the City, City Council and the City's officers, officials, boards, commissions, agents, representatives, volunteers or employees shall be in excess of the Applicant/Permittee/Project Owner's insurance and shall not contribute to it, provided the occurrence arises out of Applicant/Permittee/Project Owner's actions, inactions, negligence or intentional or willful misconduct; and

(3) Applicant/Permittee/Project Owner's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

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(D) Verification of Coverage. The Applicant/Permittee/Project Owner shall furnish the City with certificates of insurance and an endorsement reflecting additional insured status. The certificates for each insurance policy shall be signed by facsimile signature of a person authorized by the insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the City at the time of acceptance of this permit by Applicant/Permittee/Project Owner with existing insurance coverage to be maintained by

Applicant/Permittee/Project Owner until Applicant/Permittee/Project Owner provides new certificates evidencing coverage. The Applicant/Permittee/Project Owner hereby jointly and severally warrant that its insurance policies satisfy the requirements of this permit.

18. Incomplete applications: Subject to applicable law, the City may deny Applicant's permit application for incompleteness if the: (a) the application is incomplete; and (b) the City provided notice to the Applicant that the Application was incomplete and provided Applicant with reasonable specificity as to the necessary information needed to complete the Application.

19. The General Provisions (Utilities and Other) are incorporated herein by reference and made part hereof. To the extent there is a conflict between the General Provisions (Utilities and Other), and the terms and conditions of this permit or the City right-of-way code, the more stringent requirements shall apply.

20. The undersigned represents and warrants that he/she/it is duly authorized to provide the information referred to or provided in this permit and has read and understands the terms of this permit and hereby executes this permit on behalf of the Project Owner and Applicant/Permittee who jointly and severally agree to be and are bound thereto by the terms hereof.

The Applicant, and on behalf of the Project Owner and Applicant/Permittee, understands the conditions of this permit and all of the foregoing will comply with the requirements set forth herein. Non-compliance to these conditions may result in permits being revoked by the City, provide City with additional remedies at law and in equity under federal, state and local laws and affect approval of future right-of-way permits**.**

By signing this application, you agree to comply with all terms of the City of Three Forks as identified or referenced in this document. If submitting this application electronically, by typing your name on the signature line, you are electronically signing this document and agreeing that your electronic signature is as valid as your handwritten signature. (If the form handwritten, print name of applicant next to signature.)

SUBJECT TO ALL TERMS, CONDITIONS, AND PROVISIONS SHOWN ON THIS FORM OR ATTACHMENTS, PERMISSION IS HEREBY GRANTED TO THE ABOVE-NAMED APPLICANT TO PERFORM THE WORK DESCRIBED ABOVE.

SIGNED BY: _____ **DATE:** _____

APPLICANT/PERMITTEE/PROJECT OWNER

TITLE:_____

PERMIT FEE SHALL BE **PAID TO THE CITY OF THREE FORKS** BY APPLICANT/PERMITTEE

Upon completion of all permitted work, please contact the Public Works Department at **406-285-3431** to close out this permit.

City of Three Forks Office Use Only:

Fee Collected by: _____ Date: _____

_____ _____

Public Works Department Signature – Permit Approval **Date**

Upon Project Completion:
Public Works Department will provide a final signature that this application is complete and project area has been returned to original, or better conditions.

Inspection Date	
Approved/Denied	
Correction(s) Required. If none, please note that all is complete.	
Correction(s) to be Completed By (date):	
Signed By	

I, the above applicant, agree to make all corrections described above by the designated date.

_____

(Applicant Signature) **Date**

_____

Public Works Department Final Inspection Approval Signature **Date**

GENERAL PROVISIONS (UTILITIES AND OTHER)

1. A PERMIT AND ASSURANCE OF PERFORMANCE FILING FEE IN AN AMOUNT ESTABLISHED BY THREE FORKS SHALL ACCOMPANY THIS APPLICATION. IF PROPER REPAIR IS MADE AND ACCEPTED BY THREE FORKS WITHIN THE PERMIT PERIOD, A PORTION OF THAT FEE MAY BE REFUNDED. IF PROPER REPAIR IS NOT COMPLETED WITHIN THE PERMIT PERIOD, THREE FORKS WILL MAKE THE REPAIR AND ANY ADDITIONAL COSTS OVER AND ABOVE THE ASSURANCE OF PERFORMANCE FEE WILL BE INVOICED TO THE APPLICANT IN ACCORDANCE WITH THREE FORKS POLICY AND SUCH COSTS SHALL BE PAID BY APPLICANT WITHIN FIFTEEN (15) DAYS OF RECEIPT OF INVOICE.

2. ALL UTILITIES MUST BE INSTALLED UNDER CULVERTS. ALL UTILITIES MUST BE **STAKED, FLAGGED, OR PAINTED PRIOR TO INSPECTION**.

- **ATTACH SKETCH OF PROPOSED WORK AND TRAFFIC CONTROL PLANS.**
- **COPY OF PERMIT MUST BE PRESENT AT WORK SITE DURING CONSTRUCTION.**

(initial)_____

3. DURING THE PROGRESS OF THE WORK, SUCH BARRICADES, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE ERECTED AND MAINTAINED AS MAY BE NECESSARY OR AS MAY BE DIRECTED FOR THE PROTECTION OF THE TRAVELING PUBLIC. SAID BARRICADES, LIGHTS AND OTHER TRAFFICE CONTROL DEVICES SHALL CONFORM TO THE CURRENT ISSUE OF THE MANUAL ON UNIFORM TRAFFICE CONTROL DEVICES FOR STREETS AND HIGHWAYS. PARKED EQUIPMENT AND STORED MATERIALS SHALL BE AS FAR FROM THE TRAVEL WAY AS FEASIBLE. ITEMS LEFT OVERNIGHT WITHIN 30 FT. OF TRAVEL WAY SHALL BE MARKED AND/OR PROTECTED.

4. IN ACCEPTING THIS PERMIT, THE APPLICANT/PERMITTEE/PROJECT OWNER, THEIR SUCCESSORS AND ASSIGNS, AGREES TO HOLD CITY HARMLESS FROM ANY AND ALL LIABILITY ON ACCOUNT OF THE ERECTION, INSTALLATION, CONSTRUCTION, MAINTENANCE OR OPERATION OF THE FACILITIES LOCATED UNDER THIS PERMIT.

5. ANY DISTURBANCE OF THE TRAVELED SURFACE OF THE ROAD AND/OR TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THE SATISFACTION OF THREE FORKS. PERMITTEE SHALL BE RESPONSIBLE FOR PROPER PAVEMENT CUT, EXCAVATION, BACKFILL, COMPACTION AND ASPHALT REPAIR. ASPHALT REPAIR SHALL BE IN ACCORDANCE WITH THE STANDARD PROVISIONS SET FORTH IN THE STANDARDS AND DEVELOPMENT PROCEDURES FOR THREE FORKS.

6. IF THE WORK DONE UNDER THIS PERMIT INTERFERES IN ANY WAY WITH THE DRAINAGE OF THE HIGHWAY, THE PERMITTEE SHALL WHOLLY AND AT HIS OWN EXPENSE MAKE SUCH PROVISION AS THREE FORKS MAY DIRECT TO TAKE CARE OF SAID DRAINAGE.

7. ON COMPLETION OF SAID WORK HEREIN CONTEMPLATED, ALL RUBBISH AND DEBRIS SHALL BE IMMEDIATELY REMOVED AND THE ROADWAY AND ROADSIDE SHALL BE LEFT NEAT AND PRESENTABLE TO THE SATISFACTION OF THE CITY.

8. ALL OF THE WORK HEREIN CONTEMPLATED SHALL BE DONE TO CONFORM WITH CURRENT GOVERNMENT AND INDUSTRY STANDARDS UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE CITY AND THE ENTIRE EXPENSE OF SAID SUPERVISION SHALL BE BORNE BY THE PERMITTEE.

9. THE CITY HEREBY RESERVES THE RIGHT TO ORDER THE CHANGE OF LOCATION OR THE REMOVAL OF ANY STRUCTURE(S) OR FACILITY(IES) AUTHORIZED BY THIS PERMIT; SAID CHANGE OR REMOVAL TO BE MADE AT THE SOLE EXPENSE OF THE PERMITTEE, OR ITS SUCCESSORS AND ASSIGNS.

10. ALL SUCH CHANGES, RECONSTRUCTION OR RELOCATION BY THE PERMITTEE SHALL BE

DONE IN SUCH A MANNER AS WILL CAUSE THE LEAST INTERFERENCE WITH ANY OF THE CITY'S WORK.

11. THIS PERMIT SHALL NOT BE DEEMED OR HELD TO BE AN EXCLUSIVE ONE AND SHALL NOT PROHIBIT THE CITY FROM GRANTING OTHER PERMITS OR FRANCHISE RIGHTS OF LIKE OR OTHER NATURE TO OTHER PUBLIC OR PRIVATE UTILITES, NOR SHALL IT PREVENT THE CITY FROM USING ANY OF ITS ROADS, STREETS, OR PUBLIC PLACES, OR AFFECT ITS RIGHT TO FULL SUPERVISION AND CONTROL OVER ALL OR ANY PART OF THEM, NONE OF WHICH IS HEREBY SURRENDERED.

12. THE CITY MAY REVOKE, AMEND, AMPLIFY, OR TERMINATE THIS PERMIT OR ANY OF THE CONDITIONS HEREIN ENUMERATED IF APPLICANT/PERMITTEE/PROJECT OWNER FAILS TO COMPLY WITH ANY OR ALL OF ITS PROVISIONS, REQUIREMENTS OR REGULATIONS AS HEREIN SET FORTH OR THROUGH WILLFUL OR UNREASONABLE NEGLECT, FAILS TO HEED OR COMPLY WITH NOTICES GIVEN, OR IF THE UTILITY OR FACILITIES HEREIN GRANTED ARE NOT INSTALLED OR OPERATED AND MAINTAINED IN CONFORMITY WITH THIS PERMIT OR AUTHORIZATION, FRANCHISE, AGREEMENT OR LICENSE BETWEEN THE CITY AND THE APPLICANT/PERMITTEE/PROJECT OWNER.

13. APPLICANT/PERMITTEE/PROJECT OWNER SHALL MAINTAIN AT THEIR SOLE EXPENSE THE FACILITIES, STRUCTURE OR SUBJECT FOR WHICH THIS PERMIT IS GRANTED.

14. ADEQUATE DRAWINGS OR SKETCHES SHALL BE INCLUDED SHOWING THE EXISTING AND/OR PROPOSED LOCATION OF THE FACILITIES WITH RESPECT TO THE EXISTING AND/OR PLANNED LOCATION OF THE CITY OF THREE FORKS RIGHT-OF-WAY, THE HIGHWAY IMPROVEMENT, THE TRAVELED WAY, THE RIGHTS-OF-WAY, UTILITY AND OTHER LINES, AND, WHERE APPLICABLE, THE CONTROL-OF-ACCESS AREAS, LINES, AND APPROVED ACCESS POINTS. UTILITY INFORMATION NECESSARY FOR THE PREPARATION OF THESE DRAWINGS SHALL BE OBTAINED DIRECTLY FROM THE RESPECTIVE UTILITY PROVIDERS.

15. IF TRENCH, HIGHWAY, STREET, ROW OR PAVEMENT SETTLEMENT SHOULD OCCUR WITHIN THREE YEARS FOR TELECOMMUNICATIONS, BROADBAND, CABLE TELEVISION OR PUBLIC UTILITY COMMISSION OF MONTANA (PUC) REGULATED UTILITIES FROM THE DATE OF INSTALLATION, REPAIRS SHALL BE MADE BY THE APPLICANT/PERMITTEE/PROJECT OWNER AS DIRECTED BY THE CITY AT NO COST TO THE CITY. IF THE APPLICANT/PERMITTEE/PROJECT OWNER FAILS TO MAKE THE NECESSARY REPAIRS, THE CITY WILL MAKE THE REPAIRS AND INVOICE APPLICANT/PERMITTEE/PROJECT OWNER AND/OR RESPONSIBLE PARTY AND APPLICANT/PERMITTEE/PROJECT OWNER AND/OR RESPONSIBLE PARTY SHALL PAY SUCH COSTS WITHIN FIFTEEN (15) DAYS OF RECEIPT OF INVOICE.

16. NO NEW PERMITS SHALL BE ISSUED TO THE APPLICANT/PERMITTEE/PROJECT OWNER UNTIL SUCH CLAIM HAS BEEN SETTLED.

17. NO WORK SHALL BE STARTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE CITY HAS GIVEN NOTICE TO THE PERMITTEE TO PROCEED. PERMITTEE SHALL NOTIFY THE CITY TO SCHEDULE A TIME FOR ROAD CLOSURE AND OPENING. IF THE WORK WILL PREVENT EMERGENCY TRAFFIC FROM TRAVELING THROUGH, THE CITY'S POLICE DEPARTMENT MUT BE NOTIFIED.

18. THE APPLICANT/PERMITTEE/PROJECT OWNER SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY FROM ANY AND ALL LOSSES, CLAIMS, ACTIONS, JUDGEMENTS FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY TO BE SERVED, AND AGREE TO DO THE WORK REQUESTED HEREON IN ACCORDANCE AND LOSSES AND EXPENSES CAUSED OR INCURRED BY THE APPLICANT/PERMITTEE/PROJECT OWNER, THEIR OFFICERS, EMPLOYEES AND AGENTS AND AS PROVIDED IN GENERAL PROVISIONS OF THIS PERMIT AND THE PLANS MADE A PART OF THIS PERMIT. THE CITY HAS 30 WORKING DAYS TO APPROVE THE PERMIT AND THE PERMIT IS VALID ONE HUNDRED EIGHTY (180) DAYS FROM DATE OF APPROVAL.

19. THE APPLICANT/PERMITTEE/PROJECT OWNER SHALL MAINTAIN, AND BY THEIR ACCEPTANCE OF THIS PERMIT SPECIFICALLY AGREES THAT IT WILL MAINTAIN THROUGHOUT THE TERM OF THIS PERMIT, LIABILITY INSURANCE FOR ANY AND ALL LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOSSES AND EXPENSES CAUSED OR INCURRED BY THE APPLICANT/PERMITTEE/PROJECT OWNER AND THEIR OFFICERS, EMPLOYEES AND AGENTS. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED WITHOUT EXCEPTION IN AN AMOUNT EQUAL TO THE GREATER OF THAT REQUIRED IN THIS PEMIT OR THE CURRENT LIABILITY COVERAGE CARRIED BY THE CITY IN ACCORDANCE WITH ITS INSURANCE COVERAGE FOR CLAIMS MADE UNDER THE MONTANA TORT CLAIMS ACT AND MONTANA'S WORKER'S COMPENSATION LAW AND ANY OTHER LEGAL THEORY. THE LIMITS OF INSURANCE SHALL NOT BE DEEMED A LIMITATION OF THE PERMITTEE'S COVENANT TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY FROM SUCH LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS, AND IF THE CITY BECOMES LIABLE FOR AN AMOUNT IN EXCESS OF THE INSURANCE LIMITS HEREIN PROVIDED, THE APPLICANT/PERMITTEE/PROJECT OWNER COVENANTS AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY FROM ANY AND ALL SUCH LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS OR EXPENSES FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY.

20. THE INSURANCE POLICIES OBTAINED BY THE APPLICANT/PERMITTEE/PROJECT OWNER IN COMPLIANCE WITH THIS SECTION MUST BE APPROVED BY THE CITY, AND SUCH INSURANCE POLICIES, ALONG WITH WRITTEN EVIDENCE OF PAYMENTS OF REQUIRED PREMIUMS, SHALL BE FILED AND MAINTAINED WITH THE CITY FOR THE DURATION OF THIS PERMIT AND ANY AUTHORIZATION, FRANCHISE, AGREEMENT OR LICENSE BETWEEN THE CITY AND THE APPLICANT/PERMITTEE/PROJECT OWNER. THE APPLICANT/PERMITTEE/PROJECT OWNER MUST SUBMIT AND KEEP ON FILE WITH THE CITY DURING THE TERM OF THIS PERMIT A CURRENT CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT SHOWING COMPLIANCE, AND SAID CERTIFICATE OF INSURANCE MUST DISCLOSE THAT THE CITY IS A NAMED INSURED, THE POLICY PERIOD, AND THAT THE PREMIUM HAS BEEN PAID FOR THE POLICY PERIOD.