

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



Date Received:	Permit Number:
Received By:	Date \$50 or \$200 Fee Paid:

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

SIDEWALK/DRIVEWAY/APPROACH/CURB CUT PERMIT APPLICATION

APPLICANT INFORMATION	
Name:	
Address:	
Phone:	Email:
CONTRACTOR INFORMATION (If Different From Applicant)	
Name:	
Address:	
Phone:	Email:
LOCATION OF PROPERTY & TYPE OF WORK	
Address or Location:	
Construction: ☐ Residential ☐ Commercial ☐ Replacement ☐ New Construction	
Description of Work to be Performed:	
Street, Alley or Sidewalk Closure Required: ☐ No ☐ Yes (If yes, a Closure Permit with a Traffic Control Plan is required)	

PERMIT # _____

Proposed Start Date: _____

Proposed Finish Date: _____

REQUIRED ATTACHMENTS

Location Map and/or Construction Plan(s)	☐ Attached	
Closure Permit Application and Traffic Control Plan	☐ Attached	☐ N/A
Bonding (Exhibit C) and Insurance (Exhibit B)	☐ Attached	☐ On File
City of Livingston Business License # _____	☐ Attached	☐ On File

FEE: \$50.00, WITHIN 2 HOUR ZONE - \$200.00

PEDESTRIAN RAMP REQUIRED AT ALL STREET CORNERS

BEFORE EXCAVATING CALL 811 OR 1-800-424-5555 FOR UTILITY LOCATIONS

INSPECTIONS ARE TO BE SCHEDULED MONDAY THROUGH FRIDAY FROM 8AM TO 3PM ONLY. CALL THE CITY BUILDING DEPARTMENT AT 406-222-0083 A MINIMUM OF 4 HOURS PRIOR TO CONCRETE PLACEMENT.

PERMITTEE AGREEMENT

The applicant, herein termed the Permittee, requests permission to make a right-of-way cut as described and as shown on the attached location map and/or construction plan(s) which by reference is/are made a part of this application. The Permittee hereby accepts this permit and agrees to comply with all terms and conditions in Exhibit A and set forth herein. All construction work and materials used will comply with the City of Livingston codes and regulations. All forms, base and reinforcement shall be inspected and approved by the City Building and Planning prior to pouring concrete.

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

Permittee Signature: _____

Date: _____

PERMIT APPLICATION APPROVAL

Street Cut Recommended by City Street Superintendent

Name: _____

Signature: _____

Date: _____

Application Approved by Public Works Administration

Name: _____

Signature: _____

Date: _____

CONDITIONS OF APPROVAL (If Any):

EXHIBIT A - CITY OF LIVINGSTON SIDEWALK AND DRIVEWAY SPECIFICATIONS

1. Standard sidewalk location shall begin at property lines and within the public right-of-way. Deviations from the standard location shall be within accordance with the City of Livingston's Code of Ordinances Chapter 26 – Street and Sidewalks. All sidewalks shall be six feet in width unless otherwise specified by the City Building Inspector. Construction of sidewalks, drive approaches, and curb and gutter shall be in accordance with the City of Livingston Modifications to Public Works Standards and the Montana Public Works Standard Specifications and as specified herein.
2. All concrete sidewalks constructed across vehicular traffic lanes shall be a minimum of six (6) inches in thickness. Driveway aprons shall also be a minimum of six (6) inches in thickness. All other sidewalks shall be a minimum of four (4) inches in thickness.
3. All base course for driveway approaches and sidewalks shall be 1" minus crushed gravel (compacted) or 1" minus washed rock. The base course shall be a minimum of three (3) inches thick under sidewalks and driveway aprons and six (6) inches thick under curb and gutter sections.
4. The grade of the sidewalk is to be established by a uniform slope of one-quarter ($\frac{1}{4}$) inch per foot rise from the top of the adjacent full-height curb. The uniform slope specified shall continue through the sidewalk section and to the curb to ensure drainage to the street.
5. The maximum driveway throat widths are as follows: residential access - 24 feet; commercial access - 35 feet; industrial access - 40 feet. For shared approaches for condominium, townhouse, or duplex units, the maximum driveway throat width is 35 feet. Any existing full-height curb and gutter section shall be removed and replaced as one complete section with the construction of a new driveway approach. Approved contractors may be permitted to saw cut existing full-height curb to provide drop-curbs for approaches. A-Core Inc. is an approved concrete cutting contractor.
6. Concrete (air-entrained) shall have a minimum compressive strength of 4000 psi on a 28- day test, using 6 sacks of cement per cubic yard of concrete with a maximum water content of 6 gallons per sack of cement.
7. Construction joints one (1) inch in depth shall be placed every five (5) feet, and expansion joints shall be placed every twenty-five (25) feet in sidewalks. Expansion joint material shall be one-half inch thick pre-formed bituminous treated fiberboard filler. Construction joints for curb and gutter shall be placed at ten (10) foot intervals and shall have a minimum depth of $\frac{3}{4}$ " and minimum width of $\frac{1}{8}$ ". Half-inch expansion joint material shall be placed at all points of curvature and tangency, curb returns, and where new concrete abuts existing concrete. The expansion material shall extend through the full depth of the curb and gutter.
8. **A representative from the City Building and Planning Department must inspect all forms and base course before concrete is poured in the public right-of-way. Phone 222-0083 to schedule inspections a minimum of 4 hours to pouring.**

EXHIBIT B – INSURANCE REQUIREMENTS

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

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

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

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

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

Worker's Compensation Insurance

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

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

EXHIBIT C

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

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

EXCAVATION CONTRACTOR

ATTEST:

BY: _____

TITLE

SECRETARY

SURETY

BY: _____

ATTORNEY-IN-FACT

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

Surety:_____

Mailing Address:_____

Phone Number:_____