

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



Date Received:	Permit Number:
Received By:	Date \$100 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 aballegu@livingstonmontana.org or deliver to the above address.

TEMPORARY STREET/ALLEY/SIDEWALK CLOSURE PERMIT **APPLICATION**

APPLICANT INFORMATION	
Name:	
Address:	
Phone:	Email:
CONTRACTOR INFORMATION (If Different From Applicant)	
Name:	
Address:	
Phone:	Email:
LOCATION & TYPE OF WORK	
General Location:	
Address:	
Temporary Closure Classification: ☐ Street (fill in below) ☐ Alley ☐ Sidewalk	
Street Classification (if applicable): ☐ Local ☐ Collector ☐ Arterial	
Purpose: ☐ Construction ☐ Event ☐ Other _____	
Description of 'Work' to be Performed:	

PERMIT # _____

Proposed Start Date: _____

Proposed Finish Date: _____

Traffic Control Device Rental Needed: ☐ Yes*, see Exhibit C Fee Schedule ☐ No

*To schedule delivery and pick-up of traffic control devices please contact the Streets Superintendent or Foreman at (406) 222-5667

PLEASE ATTACH A MAP SHOWING THE CLOSURE WITH REQUIRED TRAFFIC CONTROL

PLEASE ATTACH COMPLETED RESIDENCE/BUSINESS NOTIFICATION FORM – EXHIBIT E

CONTRACTOR MUST NOTIFY THE CITY COMMUNICATION CENTER (DISPATCH) AT LEAST 1 HOUR PRIOR TO CLOSURE AND AGAIN UPON RE-OPENING. DISPATCH: (406) 222-2050

IN ORDER TO PROMOTE PUBLIC SAFETY AND PROTECT LIFE AND PROPERTY, EVERY PERSON, PARTY, OPERATION, BUSINESS OR UTILITY DESIRING TO TEMPORARILY CLOSE ANY CITY STREET, ALLEY, THOROUGHFARE, OR PART THEREOF, MUST OBTAIN A PERMIT PRIOR TO SUCH CLOSURE AND POST BOND AS MAY BE REQUIRED.

REQUIRED ATTACHMENTS

Location Map and Detailed Traffic/Pedestrian Control Plan ☐ Attached

Insurance Coverage Documentation (Exhibit B) ☐ Attached ☐ On File

Bond Provided If Applicable (Exhibit D): ☐ Yes, Amount _____ ☐ No

Resident/Business Notification Form (Exhibit E) ☐ Attached

City of Livingston Business License # _____ ☐ Attached ☐ On File

PERMITTEE AGREEMENT

Approval of the foregoing application shall not grant authority to the permittee to burden or otherwise impair or infringe on any third-party property interests which may exist or inure to the benefit of third parties relative to the county property or right-of-way which is referenced in this application.

The applicant, herein termed the Permittee, requests permission to work 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 set forth in Exhibit A and herein.

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

Permittee Signature: _____

Date: _____

PERMIT # _____

PERMIT APPLICATION APPROVAL		
Closure Recommended by City Street Superintendent		
Name:	Signature:	Date:
Application Approved by Public Works Administration		
Name:	Signature:	Date:
CONDITIONS OF APPROVAL (If Any):		

EXHIBIT A – TERMS & CONDITIONS

APPLICANT HEREBY AGREES TO THE FOLLOWING CONDITIONS:

1. To perform all work in compliance with Livingston Municipal Code and all other applicable City Standards;
2. To notify the City Public Works Office prior to starting any work within the City's right-of-way covered by this permit;
3. To meet all requirements for warning signs, traffic control and public safety (Manual on Uniform Traffic Control Devices). Traffic control devices may be rented from the City of Livingston in accordance with the Fee Schedule in Exhibit C;
4. To provide proof of insurance, indemnify and save harmless City of Livingston, its officers and employees, from responsibility, damage, or liability arising from the exercise of the privileges granted herein, specified in Exhibit B;
5. Applicant will be responsible for any damage to other installations already in place;
6. If closure is in the Downtown Area, all nearby businesses must be notified and provide notification documentation to the City as part of the application process;

IT IS FURTHER AGREED:

1. Above named applicant doing or authorizing said work will pay the application fee, traffic control rental fee, and any service fees as required, said fees to be retained by the City of Livingston;
2. Applicant shall not exceed or modify the scope of this project without prior approval from the City Public Works Department;
3. All work shall be inspected upon completion as arranged for by both parties, the Applicant and the City of Livingston or his representative;
4. Permittee shall maintain, at its/his sole expense, the installation and/or structures for which this permit is granted, in a condition satisfactory to the City;
5. Should the work fail to meet standards, or if a defect in said work creates a situation affecting public health, welfare or safety, the applicant is solely responsible for correction of the deficiency. If applicant, upon notification by the City of Livingston. Fails to correct said deficiency, the City of Livingston may make or authorize such corrections. All costs incurred in said corrections shall be charged against the Applicant, the Applicants heirs, assigns, or permittee bond. Emergency situations, as determined by the City of Livingston, shall be corrected immediately upon notification;
6. The applicant agrees to hold the City of Livingston harmless for any damage to their facilities occurring during normal road maintenance operation now and in the future;
7. Nothing contained in this permit shall relieve Applicant of responsibility for the work performed under any permit granted.

EXHIBIT B – INSURANCE REQUIREMENTS

Any person requesting permission to close 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 – TRAFFIC CONTROL DEVICE RENTAL & SERVICE FEE

SCHEDULE

Item	Monday – Friday 7:00 a.m. – 4:00 p.m.	After 4:00 p.m. and Weekends
Candlestick Cone	\$3/cone/day	\$3/cone/day
A-Frame	\$8/a-frame/day	\$8/a-frame/day
Barricade	\$15/barricade/day	\$15/barricade/day
Orange Construction Fencing	\$20/100 ft./day	\$20/100 ft./day
Lighted candlesticks	\$10/stick/day	\$10/stick/day
Roll-up signs	\$8/sign/day	\$8/sign/day
Portable message board	\$250/board/day	\$250/board/day
Street Shutdown	\$500/street up to 2 blocks \$100/each additional street	\$750/street up to 2 blocks \$200/each additional street
Street Sweeper <i>Per event – required for parades and downtown events</i>	\$300 every 2 hours	\$400 every 2 hours
Police Presence <i>Per hour – required for events over 500 people or 300 people if alcohol is served</i>	\$150/hour	\$150/hour
Fire/EMS Station <i>Per hour – required for events over 500 people or 300 people if alcohol is served</i>	\$150/hour	\$150/hour
Trash Disposal Blue Cans Black Tubs	\$25 for 1 can + \$15 for each additional can \$70 for 1 + \$50 for additional	\$40 for 1 can + \$20 for each additional can \$125 for 1 + \$60 for additional
Irrigation Locate Services <i>Required for event tents or canopies</i>	\$30/park	\$50/park
Tent Inspection	\$25 per tent	

Per the City of Livingston's Special Event Policy & Fee Schedule Rev. 2024

EXHIBIT - D

STREET / ALLEY / SIDEWALK CLOSURE 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:_____

CLOSURE PERMIT # _____

EXHIBIT E – RESIDENT / BUSINESS NOTIFICATION FORM

At least one signature must be obtained from an authorized adult for each separate residence or business place that adjoins the Street Closure area. In case of refusal to sign, or a vacant house, indicate the address and a brief explanation as to why a signature was not obtained for that address. Each and every address in the closure area must be listed.

We, the undersigned, have no objection to the closure of the location listed below on the date(s) and times listed.

LOCATION: _____/from _____/to _____
(Street to be closed) (Street) (Street)

NOTE: No permit may be issued for the closure of a street between the hours of 12:01am to 8:00am without the documented permission from the Public Works Director.

From/Date: _____ Time: from _____ a.m./p.m. To _____ a.m./p.m.

To/Date: _____ Time: from _____ a.m./p.m. To _____ a.m./p.m.

<i>Signature</i>	<i>Name/Printed</i>	<i>Address</i>	<i>Phone</i>	<i>List One Owner/Renter</i>

I, _____, do hereby verify that I have obtained all signatures necessary for the Street Closure Permit.