

UTILITY OCCUPANCY AND LOCATION AGREEMENT

CUSTER COUNTY - PERMIT NO. _____

CONTRACTOR OR UTILITY COMPANY PROJECT NO. _____

Applicant/Permittee, _____, is hereby advised that the CUSTER COUNTY ROAD DEPARTMENT has read and considered your "Application For Encroachment Permit" submitted herein on the ____ day of _____, 20____.

Based upon said application, YOU ARE HEREBY ADVISED that subject to compliance with the provisions of the Administrative Rules of Montana 18.7.201 through 18.7.241, including but not limited to the following terms and conditions, the permit applied for is hereby granted.

1. TERM:

This permit shall be in full force and effect from the approval date set forth herein on page two, until revoked as herein provided. If work is not commenced within 180 calendar days of the date of this permit, said permit shall be automatically void. Expired permits may be re-approved by making application for extension of time. If extensive project changes are made, then it is necessary to resubmit a new "Application for Encroachment Permit".

2. REVOCATION:

This permit may be revoked by the County upon giving notice to the Permittee by ordinary mail, directed to the address shown in the application hereso attached, the County reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.

3. COMMENCEMENT OF WORK:

No work shall be commenced until Permittee notifies the Custer County Road Department Supervisor when Permittee proposes to commence work at least 48 hours in advance of any work under this agreement. After completing the work, Permittee will submit a "Certification and Inspection" form. (SEE: attached Exhibit"C").

4. CHANGES IN ROADWAY:

If roadway changes are deemed necessary by the County, which will necessitate

changes in structures or installations installed under this permit, the Permittee shall make necessary changes without expense to the County.

5. COUNTY SAVED HARMLESS FROM CLAIMS:

In accepting this permit, the Permittee's successors or assigns, agree to protect the County and save them harmless from all claims, action, or 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 installation, maintenance and operation, or by the improper occupancy of said highway right-of-way, and in any suit or action is brought against the County arising out of, or by reason of any of the above causes, the Permittee, Permittee's successors or assigns, will give notice of the commencement of such action, defend the same and shall bear sole cost and expense, and satisfy any judgment which may be rendered against the County in any such suit or action.

6. PROTECTION OF TRAFFIC:

Insofar as the interest of the County and traveling public are concerned, all work performed under this permit shall be done pursuant to the current rules and regulations of the MUTCD (Manual or Uniform Traffic Control Devices) with respect to barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, and the manner in which traffic is to be handled. The County Supervisor of roads, or his designee, shall specify to Permittee how the road surface is to be replaced if it is disturbed during operations. Any supervision provided by the County Supervisor, or his designee, shall in no way relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under the section 5 hereof.

7. SIGNS

Any County Road Department signs, etc., that are removed to allow the utility's installation shall be replaced on the same day as per County specifications. All closures, markers, or other identification are to be placed near the outer edge of the right-of-way or next to the right-of-way fence.

8. ROADWAY DRAINAGE:

If the work done under this permit interferes in any way with the drainage of the roadway affected, Permittee shall, at permittee's own expense, make such provisions as the County may direct to take care of said drainage.

9. RUBBISH AND DEBRIS:

Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition that is satisfactory to the County.

10. COUNTY'S RIGHT NOT TO BE INTERFERED WITH:

All such changes, reconstructing or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the County's work, and the County shall in no way be liable for any damage to the Permittee by reason of any such work by the County, its agents, contractors or representatives or by the exercise of any rights by the County upon the roadways by the installations or structures placed under this Permit.

11. MAINTENANCE AT EXPENSE OF THE PERMITTEE:

Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the County.

12. COUNTY NOT LIABLE TO GENERAL PUBLIC:

The County shall not be liable to the general public for any injury to or death of any person whomsoever, or for the loss of or damage to property of any kind or nature to whomsoever belonging when such injury, death, or loss or damage arises out of or results from the construction, maintenance, or repair of existing or future utility facilities located within the roadway right-of-way, or the installation of operation of such utility facilities within the roadway right-of-way, regardless of whether or not the Department has expressed or implied approval of the construction, maintenance, repair, installation or operation of such facilities within the roadway right-of-way.

13. COUNTY TO BE REIMBURSED FOR REPAIRING ROADWAY:

Upon being billed therefor, Permittee agrees to promptly reimburse Custer County for any expense incurred in repairing surface of roadway due to settlement at installation, or for other damage to roadway as a result of the work performed under this permit.

Special Instructions:

Prior to project commencement, please read the attached "exhibit A" and "exhibit B" carefully. The permit holder shall be responsible for adhering to the requirements of these documents.

Upon project completion, please complete "exhibit C", sign and return it to the address listed on that form.

Encroachment Fee: \$ _____ to be remitted to ; Custer County Road Dept.
P.O. Box 1142
Miles City, Mt. 59301

Permit approved by: _____

Title: _____
Custer County Road Dept.

Approval Date: _____(work must commence within 180 days of this date)

Comments:

EXHIBIT "A"

OPEN TRENCH REQUIREMENTS

Trenching through an existing roadway may be permitted only when pushing or boring have failed a minimum of three attempts, or if it can be proven to the satisfaction of the Custer County Road Supervisor, or his designee (hereinafter referred to as "Department"), that it is impractical to push or bore to the installation. The following special requirements must be met if trenching is allowed.

1. Although the approved Permit covering the location, provides for minimum signing standards, the open trenching of a public roadway is of such importance, it is required that the contractor or utility company submit a traffic control plan for Department approval. No work is to be done by the utility or contractor until the Department has approved such a plan, which covers maintaining or detouring of traffic during construction.

2. The Department shall be notified 48 hours in advance of the work starting, and 12 hours notice shall be given if this date is changed, except for emergency conditions where notice will be given as soon as possible.

3. Excavation - Asphalt surfacing shall be square cut prior to excavating with some type of cutting tool to a minimum distance of one foot beyond all trench excavation. Square cutting may be required again after backfilling operations if the existing asphalt section has been separated from the base course during construction.

If possible the trench should be situated so the longitudinal joints will be at the center of the driving lane or at the outer edge of the driving lane. Longitudinal joints or manholes should not be located such that they will be in the wheel path.

Sidewalks are to be cut or sawed only at the joints. No portion of a sidewalk is to be undercut by excavation. If under cut, the sidewalk must be removed and replaced.

4. Backfilling - See Exhibit "B" - Since backfilling and compaction of the roadway trench is of paramount importance, the Department will have the right to inspect all facilities and may require that an outside specialist be called in to take soil density test. All costs will be paid by the utility company or contractor.

5. Asphalt Resurfacing - The replacement surfacing section shall have a strength equal to or greater than the surfacing removed. The replacement surfacing section will be not less than four (4) inches of asphalt mix and eight (8) inches of 1-1/2 inch uniformly graded gravel. In no case will the new replacement section be less than the existing roadway section.

The gravel shall have optimum moisture and compacted to 95% proctor density or to the satisfaction of the inspector. Tack coat should be applied to all square cut edges of existing asphalt. The asphalt mix shall be place and compacted so as to leave no noticeable dip or depression. Areas under traffic will be paved the same day that they are excavated, except for special cases approved by the Department. The Department will retain the right to require seal coating to restore original or better surface conditions.

6. Warranty - Should there be any damage to the roadway due to the excavation, the permittee will be responsible for repair of settlement and other failures for one year following final completion of the work.

If the permittee does not repair the damage within 30 days of notification by the Department, the Department will complete the work and bill the utility company or the contractor for all the costs involved.

EXHIBIT "B"

BACKFILLING OF EXCAVATED AREAS BENEATH ROADWAY SECTION

Utility construction, which lies beneath the construction limits of the roadway that requires backfilling of excavated areas, shall be subject to inspection by the Custer County Road Supervisor, or his designee (hereinafter referred to as Department), and shall meet the following specifications. The Department shall designate the specific area(s) where these requirements shall apply.

BACKFILLING

All backfilling shall meet the following requirements except when other methods are specified for certain types of installations.

1. Backfill material shall not contain sticks, sod, frozen soil or other unacceptable matter.
2. Backfill material shall be placed in layers of six inch loose thickness or less.
3. All backfill material shall be compacted.

MOISTURE AND DENSITY REQUIREMENTS

Materials tests used to establish the maximum density values will be performed in accordance with the Montana Test Method MT-210, or AASHTO-T-99. In-place density testing will be performed in accordance with applicable Montana Test Methods MT-212, MT-215, & MT-218. The percent compaction will be determined after making proper adjustments, when necessary, for oversize material.

Each layer of roadbed material that cannot be properly tested for compaction percentages shall be compacted with compaction equipment in addition to compaction by hauling and spreading equipment. Compaction equipment for rocky material that cannot be tested shall normally be grid rollers, pneumatic-tired rollers, vibrating rollers, vibrating compactors, or self-propelled tamping rollers. Sheepfoot rollers shall not be used unless specifically directed. Water shall be used where needed or directed.

EXHIBIT "C"

CERTIFICATION and INSPECTION
TO: CUSTER COUNTY ROAD DEPARTMENT
P.O. BOX 1142
MILES CITY, MT 59301-1142

FROM: _____(Utility or Contractor)
_____ (Address)

SUBMITTED BY: _____

TELEPHONE: _____

ENCROACHMENT PERMIT NO. _____

APPLICANT PROJECT NO. _____

This is to inform your department that the work covered in our "Encroachment Permit", referenced above, was completed on the _____ day of _____, 20____, as per plans and conditions of said Permit, and is ready for inspection by your department.

Signed

Title

STATEMENT OF INSPECTION

The work area covered by your Permit was inspected on the _____ day of _____, 20____, and was found to be in _____ condition.

Signed

Title

The following comments are provided in the event the work area was found to be unsatisfactory: _____
