



ENCROACHMENT PERMIT

Permit # _____

APPLICATION

1. Name of Applicant: _____
2. Address of Applicant: _____
3. Applicant Contact: _____ Phone # _____
4. If Applicant is a Corporation, give State of Incorporation and names of President and Secretary:

5. Nature of Permit desired: (Give sufficient detail to permit thorough understanding, and submit blue prints or sketches in triplicate

6. Legal Description and address of location of proposed encroachment(s).
(Attach detailed location map, if needed.)

7. Desired duration of permit: _____
8. REMARKS: _____

PERMIT

The Encroachment Permit is subject to the following terms:

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 encroachment's specifically identified in the application at the location as shown on the attached Exhibit A.
2. The fee for issuance of this permit is _____N/A_____.
3. REVOCATION. This permit may be revoked by the City of Bozeman upon giving 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 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.
4. 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.
5. CHANGES IN RIGHT-OF WAY. If City infrastructure necessitates changes in the structures, or facilities installed under this permit, Permittee will make necessary changes without expense to City.
6. CITY SAVED HARMLESS FROM CLAIMS. As a consideration of issuance of this permit, the Permittee, its successors or assigns, agree to protect the City of Bozeman and save it harmless from any and all liabilities, claims, demands, actions, costs and attorney's fees 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 installations, maintenance and operation, or arising out of the Permittee's use or occupancy of said City property or right-of-way, and in case any suit or action is brought against the City of Bozeman and arising out of, or by reason of, any of the above causes, the Permittee, its successors or assigns, will, upon notice to them of the commencement of such action, defend the City at its sole cost and expense and satisfy any judgment which may be rendered against the City of Bozeman in any such suit or action.
7. 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.
8. 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.
9. 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.
10. 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 with the requirements of this permit or the attached plan.

11. **CITY'S RIGHT NOT TO BE INTERFERED 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.
12. **CONSTRUCTION, MAINTENANCE, REMOVAL OF INSTALLATIONS OR STRUCTURES.** 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 aforementioned 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.
13. **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 or liability of the City.
14. **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 as a result of the work performed under this permit.
15. **Other Conditions and Remarks:**

APPLICANT

CITY OF BOZEMAN

The undersigned hereby certifies that s/he is empowered to execute this document and that the "Permittee" agrees to the terms of this permit.

_____APPROVED _____DISAPPROVED

 PERMITTEE (**Please print name**)

 COMPANY OR CORPORATION

 (Signature)

By _____
 (Title)

 (Title) (Date)

 (Signature) (Date)