

CATTLE GUARD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between PONDERA COUNTY, MONTANA, by and through its Board of County Commissioners, first party, and _____, second party,

W I T N E S S E T H

First party does hereby grant to second party permission to place a cattle guard in _____ Road. Location (legal description): Township _____ Range _____ Section _____ ¼ Section _____

In consideration of such permission, second party agrees as follows:

1. To contact 1-Call and personal property owners about utility locations.
2. Cattle guard must measure twenty four (24) feet wide, two (2) twelve (12) foot sections, have angled wing posts, and a HS-20 load rating (semi trailer combination of 72,000 pounds).
3. To fill and compact any ditches created by such project with a hand tamper every six (6) inches from the bottom up, or by hydraulic backhoe tamping.
4. To replace gravel to the edges of the cattle guard.
5. To be responsible for settling and repair of cattle guard after completion of the project.
6. That all work will be done in daylight hours, and as speedily as possible so as not to inconvenience motorists more than necessary.
7. To display construction signs according to state law.
8. To provide a detour if traffic is to be delayed more than four (4) hours.
9. To restore county roads involved in the project to the same condition they were in prior to such excavation and placement, in such manner and form acceptable to first party.
10. To clean the cattle guard when filled with debris.
11. To repair damages to cattle guard within 1 month of notification by the County. After the month the cattle guard may be repaired or removed by the County at your expense.
12. It is further agreed that if any part of this installation interferes with the future maintenance or reconstruction of the County Road, relocation or repair of installation will be at the expense of the permittee or his successor.

In consideration for said permission so granted, said second party does hereby further agree to hold first party, its officers, agents and employees, free and harmless from any claims for damages or injuries which may occur to any person or thing caused by such excavation and placement, and does hereby accept full and complete responsibility for any such damages and injuries.

IT WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the proper officers thereunto duly authorized, and their seals affixed, the day and year in this instrument first above written.

ATTEST:

PONDERA COUNTY, MONTANA

By: _____
Chairperson, Board of County Commissioners
First Party

Clerk & Recorder

By: _____
Title: _____
Second Party

Figure VI-5. H-15 and HS-20 Bridge Loadings

Most bridges in the United States were designed to accommodate either an H-15 or HS-20 loading. An H-15 loading is represented by a two-axle single unit truck weighing 30,000 pounds (15 tons) with 6,000 pounds on its steering axle and 24,000 pounds on its drive axle. **An HS-20 loading is represented by a three-axle semi trailer combination weighing 72,000 pounds with 8,000 pounds on its steering axle and 32,000 pounds on its drive axle and 32,000 pounds on the semi trailer axle. The “20” in HS-20 stands for 20 tons (4 tons on the steering axle and 16 tons on the drive axle). The “S” stands for semi trailer combination which adds in the additional 16 tons for the third axle to give a total of 36 tons or 72,000 pounds.**