

**INDEPENDENT HIGHWAY DISTRICT**

**APPLICATION FOR PERMIT TO USE RIGHT-OF-WAY**

The undersigned applicant is given permission to construct the following items(s) on highway right-of-way; subject to compliance with the provisions of the Independent Highway District (IHD) Policy.

**Description of Utility**

\_\_\_\_\_  
 Size/Type                      Underground or Overhead                      Kind: Gas Line, Telephone, Water Line, etc.

**Special Conditions**

1. {See Attached "Special Conditions" Sheet which shall become a part of this permit.}
2. \_\_\_\_\_

**Location of Work**

The applicant shall contact the One Call Utility locating service (811) and comply with all other requirements imposed upon an excavator pursuant §55-2201, Idaho Code, et. Seq., and make every possible effort to have all utilities located.

A sketch of the proposed utility must be attached. A copy of the permit with sketch of proposed work must be posted at the location of the work site during construction.

All repairs to and restoration of property within the right-of-way shall be done by Grantee.

No work shall be started until an authorized representative of the IHD has given the notice to proceed.

A certificate of public liability insurance insuring applicant and naming the District as an additional insured executed by an insurance company licensed to do business in the State of Idaho in the amount of \$500,000 or more and shall be deposited with the IHD prior to the IHD authorizing the permit.

The Undersigned certifies that he (it) is the owner or authorized representative of the owner of the proposed facility or property to be served and agrees to do the work in accordance with the rules and regulations of the IHD; that he (it) has read and understands the general conditions printed on the attached "General Provisions" sheet.

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_(MM/DD/20YY)    (\_\_\_\_)-\_\_\_\_-\_\_\_\_                      \_\_\_\_\_  
 Date                                      Telephone Number                      Signature of Applicant

\_\_\_\_\_  
 Firm Name                                      Printed Name of Applicant

\_\_\_\_\_  
 Applicant's Post Office Address

<b>FOR DISTRICT USE ONLY</b>	
Subject to all terms, conditions and provisions shown on this form or attachments, permission is hereby granted to _____ to perform the work described above.	
This permit shall be void unless the work herein contemplated shall have been completed by: ____/____/20____	
<p style="text-align: center;"><b>TEMPORARY PERMIT</b></p> <p>Tentative approval subject to inspection on installation                      Date: ____/____/20____                      By: _____                      IHD Representative                      Fee: \$ __,____.____ Receipt No. _____</p>	<p style="text-align: center;"><b>FINAL PERMIT</b></p> <p><input type="checkbox"/> Approved Date: ____/____/20____  <input type="checkbox"/> Rejected Date: ____/____/20____  <input type="checkbox"/> Corrections Required: _____                      _____                      Approved By: _____                      IHD Representative</p>

## General Provisions

The application expires 90 days from date of issuance. If work is not completed to the Independent Highway District's (IHD) standards within that time, the applicant may request a 90 day extension; otherwise, the application will be considered void. This is an application only and will be considered a permit when the work is completed.

If required by the IHD Supervisor, the Permittee shall give at least 24 hours advance notice prior to commencing work and at any time in the future when proposed work would restrict the flow of traffic.

During the progress of the work, such barricades, lights, and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for protection of the traveling public. All barricades, lights, and other traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) latest edition.

In accepting this permit, the Permittee, its successors and assigns, agrees to protect the IHD, or its agents, and save it harmless from all claims actions or damages of every kind and description which may accrue to or be suffered by any person or person, corporation or property, by reason of the performance of such work, character or materials use or manner of installation, maintenance and operation, or by the improper occupancy of rights-of-way or public place or public structure, and in case any suit or assigns, will upon notice to it or commencement of such action defend the same at its own sole cost and expense, and will satisfy and judgment after said suit of action shall have finally been determined if adverse to the IHD, its officers or agents.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the highway in such a manner as to interfere with the travel over said road.

Permittee is responsible for any damages to IHD property or to any property in the right-of-way which is caused by the conduct of the work performed hereunder, Permittee shall restore, to the same conditions as existed prior to the work, the travelway and such ditches, structures and appurtenances necessary for the proper construction and maintenance of the travelway, which have been in any way disturbed or damaged by the work performed hereunder. If the work done under this permit in any manner involves the disturbance of the traveled surface of the road, said portion of the traveled surface of the road shall be restored at the completion of said work to the satisfaction of the IHD, said surface may be restored by the IHD at the expense of the Permittee. If trench or pavement settlement should occur, the repairs shall be made by the Permittee as directed by the IHD Supervisor at no cost to the IHD. If the work under this permit interferes in any way with the drainage of the highways, the grantee shall wholly and at its own expense make such provisions as the IHD may direct to take care of the drainage.

All work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the IHD Supervisor, and the entire expense of said supervision shall be borne by the parties to whom this permit is issued.

The IHD Supervisor hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors or assigns.

All such changes, reconstruction, or relocation by the Permittee shall be done in such a manner as will cause the least interference with any of the District's work and the IHD shall in no way be held liable for any damages to the Permittee by reason of any such work by the IHD, its agents, or representatives, or by the exercise of any rights by the IHD upon roads, streets, public places or structure in question.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the IHD from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the IHD from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The IHD Supervisor may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willfull or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the IHD Supervisor.

In accepting this permit, the Permittee, his successors, and assigns, agree that any damage or injury done to the property of the Permittee or any expense incurred by him through the operation of a contractor, working for the IHD or an IHD employee shall be at the sole expense of the Permittee, his successors, or assigns.

Neither the acceptance of this permit nor anything herein contained shall be construed as a waiver by the Permittee of any rights given it by the Constitution or laws of the State of Idaho or of the United States.

Adequate drawings or sketches shall be included showing the existing and/or planned locations of the highway improvements, the traveled way, the rights-of-way lines, and where applicable, the control of access lines and approved access points.

In doing the work under this permit, Permittee and its contractors, or anyone performing work on behalf of the Permittee, have the primary responsibility for providing for the protection and safety of the traveling public. Acts by the IHD, in failing to detect or remedy any defect created by the Permittee or its contractors or representatives, or in failing to detect or remedy any failure by Permittee or its contractors or representatives to adequately provide for the safety of the traveling public, shall not relieve the Permittee and its representatives of this primary responsibility. Permittee agrees to indemnify the IHD with regard to any claims arising out of any alleged failure of the IHD to detect or remedy either defects created by Permittee or its contractors or representatives or failures by Permittee or its contractors or representatives to adequately provide for the safety of the traveling public. Supervision of the project, including instructions as to proper traffic control devices, by the IHD, does not change this primary responsibility and duty to indemnify. Permittee is not obligated, however, to indemnify the IHD with regard to damages resulting solely from independent acts of negligence by the IHD, if such acts are independent of conduct by the IHD in supervising and inspecting the work.

The IHD makes no representation as the right-of-way width. It shall be the Permittee's responsibility to determine the limits of right-of-way. This permit covers operations in the right-of-way only and the Permittee is responsible for any actions off the right-of-way to the abutting property owners.