

GENERAL PROVISIONS

1. An assurance of performance filing fee in an amount established by the Highway District shall accompany this application. If proper repair is made and accepted by the Highway District within the permit period, a portion of that fee may be refunded. If proper repair is not completed within the permit period, the Highway District will make the repair and any additional costs over and above the assurance of the performance fee will be invoiced to the applicant in accordance with Highway District policy.
2. All underground utilities must be installed under culverts.
3. 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 the protection of the traveling public. Said barricades, lights and other traffic control devices shall conform to the current issue of the Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the travel way as feasible. Items left overnight within 30 feet of the travel way shall be marked and/or protected.
4. In accepting this permit, the permittee, its successors and assigns, agrees to hold the Highway District harmless from any and all liability on account of the erection, installation, construction, maintenance or operation of the facilities located under this permit.
5. Any disturbance of the traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of the Highway District. Permittee shall be responsible for proper pavement cut, excavation, backfill, compaction and asphalt repair. Asphalt repair shall be in accordance with the standard provisions set forth in the Highway Standards and Development Procedures for the Association of Canyon County Highway Districts.
6. If the work done under this permit interferes in any way with the drainage of the highway, the permittee shall wholly and at his own expense make such provision as the Highway District may direct to correct said drainage.
7. On completion of work under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the Highway District.
8. All work under this permit shall be done per current government and industry standards under the supervisions and to the satisfaction of the Highway District, and at the expense of the permittee. Except for crossings, utilities shall be located no more than five (5) feet inside the right-of-way. Above ground utilities shall be located outside the clear zone.
9. The Highway District reserves the right to order the change of location or the removal of any structure(s) or facilit(ies) authorized by this permit. Said change or removal is at the sole expense of the permittee, or its successors and assigns.
10. 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 Highway District work.
11. This permit is not exclusive and shall not prohibit the Highway District from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the Highway District 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.
12. The Highway District may revoke, 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 willful 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.
13. The permittee shall maintain at his sole expense the structure or subject for which this permit is granted.
14. Adequate drawings or sketches shall be included showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the highway improvement, the traveled way, the rights-of-way lines, and where applicable, the control of access lines and approved access points.
15. If trench or pavement settlement should occur within one year (three years for PUC regulated utilities) from the date of installation, repairs shall be made by the permittee as directed by the Highway District at no cost to the District. If the permittee fails to make the necessary repairs, the Highway District will make the repairs and invoice applicant and/or responsible party. No new permits will be issued to the permittee until such claim has been settled.
16. No work shall be started until an authorized representative of the Highway District has given notice to the permittee to proceed. Permittee shall notify the Highway District to schedule a time for road closure and opening. If the work will prevent emergency traffic from traveling through, the permittee shall notify the Canyon County Sheriff Office.
17. A permit and assurance of performance filing fee in the amount set forth on this permit is required for the protection of the Highway District.
18. The permittee shall indemnify and save and hold harmless the Highway District from or for any and all losses, claims, actions or judgements for damages or injury to persons or property and losses and expenses caused or incurred by the permittee, its officers, employees and agents and as provided in General Provisions #4 of this permit.
19. The permittee shall maintain, and by its acceptance of this permit specifically agrees that it will maintain throughout the term of this permit, liability insurance for any and all losses, claims, actions or judgements for damages or injury to persons or property and losses and expenses caused or incurred by its officers, employees and agents. The Highway District shall be named insured in an amount equal to the current liability coverage carried by the Highway District in accordance with its insurance coverage for claims made under the Idaho Tort Claims Act and Idaho's Worker's Compensation Law. The limits of insurance shall not be deemed a limitation of the permittee's covenant to indemnify and save and hold harmless the Highway District from such losses, claims, actions or judgements, and if the Highway District becomes liable for an amount in excess of the insurance limits herein provided, the permittee covenants and agrees to indemnify and save and hold harmless the Highway District from any and all such losses, claims, actions or judgements or expenses for damage or injury to persons or property.
20. The insurance policies obtained by the permittee in compliance with this section must be approved by the Highway District, and such insurance policy, along with written evidence of payments of required premiums, shall be filed and maintained with the Highway District Clerk during the term of this permit; or in lieu of an insurance policy, the permittee may submit and keep on file with the Highway District Clerk during the term of this permit a current certificate of insurance showing compliance with this section, but said certificate of insurance must disclose that the Highway District is a named insured, the policy period, and that the premium has been paid for the policy period.