# TEMPORARY HIGHWAY USE PERMIT APPLICATION

## UTILITIES AND OTHER

UTILITYPERMITS@HWYDISTRICT4.ORG

*PER MUTCD: ROUTINE INSPECTION AND MAINTENANCE OF TRAFFIC CONTROL ELEMENTS SHOULD BE PERFORMED **DAY AND NIGHT**. BOTH THE **GENERAL CONTRACTOR** AND **TRAFFIC CONTROL COMPANY** SHOULD ASSIGN AT LEAST ONE PERSON ON EACH PROJECT TO HAVE DAY-TO-DAY RESPONSIBILITY FOR ASSURING THAT THE TRAFFIC CONTROL ELEMENTS ARE OPERATING EFFECTIVELY AND ANY NEEDED OPERATIONAL CHANGES ARE BROUGHT TO THE ATTENTION OF THEIR SUPERVISORS. CHAPTER 5 SECTION G.01*

**FOR OFFICE USE ONLY**

ROAD SEGMENT NUMBER: _____

PERMIT NUMBER: _____

WORK HOURS: _____ TO _____

ADMIN FEE DUE: _____ DEPOSIT: _____

MORATORIUM ROAD: ☐ YES ☐ NO

CERTIFICATE OF INSURANCE: ☐ BOND: ☐

***ALL APPLICATIONS MUST HAVE AN ATTACHED TRAFFIC CONTROL PLAN FOR REVIEW***

**DIG LINE: 1-800-342-1585 OR 811**

DATE OF APPLICATION: _____ START DATE: _____ END DATE: _____

APPLICANT'S NAME: _____ APPLICANT'S PHONE NUMBER: _____

CONTRACTOR NAME: _____ CONTRACTOR'S PHONE NUMBER: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

RESPONSIBLE PERSON: _____ RP'S PHONE NUMBER: _____

RP CERTIFICATE NUMBER: _____ EXPIRATION DATE: _____ STATUS: _____

24 HOUR EMERGENCY CONTACT NAME: _____ PHONE NUMBER: _____

TRAFFIC CONTROL COMPANY: _____ PHONE NUMBER: _____

### UTILITY PERMITS

- ☐ SANITARY SEWER
- ☐ GAS MAINS
- ☐ WATER MAINS
- ☐ ELECTRIC
- ☐ COMMUNICATIONS
- ☐ OTHER

### WHICH SIDE OF THE ROAD WILL YOU BE ON?

☐ NORTH ☐ SOUTH

☐ EAST ☐ WEST

CONTRACTOR JOB NUMBER:

DIG TICKET NUMBER:

### IDAHO TRANSPORTATION DEPARTMENT PERMIT REQUIRED?

**IF YES, ITD PERMIT MUST BE INCLUDED**

☐ YES ☐ NO

ITD PERMIT NUMBER:

**JOB SITE ADDRESS OR ROAD NAME:** _____

**NEAREST CROSSROAD:** _____ **CITY:** _____

### DESCRIPTION OF WORK - BE SPECIFIC AS POSSIBLE

**ANGLE OF ROAD CROSSINGS:** _____ **SIZE OF PIPE:** _____ **DEPTH:** _____ **VERTICAL CLEARANCE:** _____

### DIRT DISTRUBANCE WORK:

| | | |
|---|---|---|
| BELL HOLE < 50' | _____ | QTY |
| BORE (NUMBER OF CROSSINGS) | _____ | QTY |
| TRENCH WORK | _____ | FT |
| BORE (INCLUDES TWO BELL HOLES) | _____ | FT |
| AERIAL WORK ONLY | ☐ YES | ☐ NO |
| SIDEWALK OBSTRUCTION | ☐ YES | ☐ NO |

### MISC. CONCRETE OR ASPHALT WORK:

| | | |
|---|---|---|
| CURB CUTTING ONLY | _____ | L/F |
| CONCRETE APPROACH (C/G/SW) | _____ | L/F |
| CONCRETE APPROACH (C/G) | _____ | L/F |
| CURB AND GUTTER ONLY | _____ | L/F |
| SIDEWALK ONLY | _____ | L/F |
| CURB/GUTTER/SIDEWALK | _____ | L/F |

***CONTRACTOR IS RESPONSIBLE FOR CALLING HD4 INSPECTOR BEFORE WORK BEGINS***

HIGHWAY DISTRICT NO. 4 • 15435 HIGHWAY 44, CALDWELL, IDAHO 83607 • (208) 454-8135 • UTILITYPERMITS@HWYDISTRICT4.ORG

THIS FORM MAY BE REPRODUCED FOR USE IN MAKING MULTIPLE APPLICATIONS.

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## GENERAL PROVISIONS (UTILITIES AND OTHER)

1. Utility Permits will only be issued to the owner of the facility that the permitted work is need for. It shall be the responsibility of the owner to ensure that all work completed within the right-of-way is completed to the standards set forth in the latest edition of the ACCHD Manual, the special provisions of this permit, and the ISPWC. It is the sole responsibility of the owner to procure and review the standards that are set forth in the manuals and documentation mentioned above.
2. A deposit in an amount to be determined by the highway district (minimum $200.00) shall accompany this application. If proper repair is made and accepted within ten (10) days, the deposit will be refunded. If proper repair is not completed within ten (10) days, the highway district will make the repair and the deposit will be forfeited. The administrative fee is non-refundable.
3. All utilities must be installed under culverts with minimum depth of twenty-four inches (24").
4. 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 travelway as feasible. Items left overnight within 30 ft. of travelway shall be marked and/or protected.
5. 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.
6. 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 Standard Provisions and Drawings of the District's currently adopted Highway Standards and Development Procedures.
7. 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 take care of said drainage.
8. On completion of said work herein contemplated, 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.
9. All of the work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the highway district and the entire expense of said supervision shall be borne by the permittee.
10. The highway district hereby reserves the right to order the change of location or the removal of any structure(s) or facility(ies) authorized by this permit. Said change or removal to be made at the sole expense of the permittee, or its successor and assigns.
11. 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.
12. This permit shall not be deemed or held to be an exclusive one 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.
13. 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.
14. The permittee shall maintain at its sole expense the structure or subject for which this permit is granted.
15. 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.
16. If trench or pavement settlement should occur within two years 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 bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.
17. 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 canyon county sheriff's office must be notified.
18. A deposit or bond in the amount set forth of this permit is required for the protection of the highway district as set forth in the terms of the bond.
19. The permittee shall indemnify and save and hold harmless the district from and for any and all losses, claims, actions or judgments 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 provision #4 of this permit.
20. 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 judgments for damages or injury to persons or property and losses and expenses caused or incurred by the its officers, employees and agents. The district shall be a named insured in an amount equal to the current liability coverage carried by the District in accordance with its insurance coverage for claim made under the Idaho Tort Claims Act and Idaho's Workers' 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 district from such losses, claims, actions or judgments, and if the 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 district from any and all such losses, claims, actions, judgments or expenses for damages or injury to persons or property.
21. The insurance policies obtained by the permittee in compliance with this section must be approved by the district, and such insurance policy, along with written evidence of payments of required premiums, shall be filed and maintained with the district secretary during the term of this permit; or in lieu of an insurance policy, the permittee may submit and keep on file with the district secretary 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 district is a named insured, the policy period, and that the premium has been paid for the policy period.
22. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.