

East Side Highway District  
6095 E Mullan Trail Rd  
Coeur d Alene ID 83814  
208-765-4714 / fax 208-667-6752

Permit No. 2019-

## HIGHWAY DISTRICT

### APPLICATION FOR APPROACH/DRIVEWAY PERMIT

**CALL BEFORE  
YOU DIG  
8-1-1**

The application expires 3 months from date of issuance. If work is not completed to Highway District's standards within that time, applicant may request an extension; otherwise, the application will be considered void. This is an application only and will be considered a permit when the work is completed.

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

### LOCATION OF WORK

Address: \_\_\_\_\_

Other Directions: \_\_\_\_\_

#### TYPE OF APPROACH:

- Single Residence
- Multiple Residence \_\_\_\_\_ Number Served
- Business Type \_\_\_\_\_
- Logging (If temporary when is the Removal Date \_\_\_\_\_)
- Other Description \_\_\_\_\_

#### APPROACH SPECIFICATIONS:

Culvert Required: Yes  No   
Culvert Size:  12" x 40',  Other \_\_\_\_\_

**Culvert Type: Corrugated metal**

Mailbox Turnout Required ..... Yes  No

**Must meet Highway District Standard Approach Policy and Idaho Code 49-221 as issued with Application. Call for an inspection of approach prior to surfacing driveway with concrete or asphalt and prior to final certificate of occupancy signoff.**

#### SPECIAL CONDITIONS:

\_\_\_\_\_ The Applicant shall contact the one call utility locating service and comply with all other requirements imposed upon an excavator pursuant to §55-2201, Idaho Code, et seq., and make every possible effort to have all utilities located.

On completion of said work herein contemplated, Grantee shall notify the District that the project is completed and ready for final inspection.

All rubbish and debris shall be removed, and the roadway and roadside shall be left neat and presentable to the satisfaction of the Highway District.

Installation must be inspected and approved by the District Supervisor or his representative. Please read the General Provisions attached to this permit.

The undersigned certifies that they are 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 HIGHWAY DISTRICT, and the undersigned certifies that they have read and understand the provisions on the attached "General Provisions" sheet.

**Date:** \_\_\_\_\_ **Applicant Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_

**Contractor Name & Phone** (If applicable) : \_\_\_\_\_

**Please call the Highway District for inspection of the project after completion for sign off on final permit.**

#### FOR DISTRICT USE

**TEMPORARY PERMIT**

Tentative approval subject to inspection of installation

Date: \_\_\_\_\_

Approach Must Be Completed By: \_\_\_\_\_

Highway District Signature: \_\_\_\_\_

**Fee: \$125.00** Receipt Number: \_\_\_\_\_

**FINAL PERMIT**

Approved Date: \_\_\_\_\_

Rejected Date: \_\_\_\_\_

**Corrections Required:** \_\_\_\_\_

## GENERAL PROVISIONS

If required by the District 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 the protection of the traveling public. All barricades, lights, and other traffic control devices and the placement thereof shall conform to the latest Manual on Uniform Traffic Control Devices.

In accepting this permit, the Permittee, its successors and assigns, agree to protect the Highway District, or its agents, and save it harmless from all claims, actions, or damages of every kind and description that may accrue to or be suffered by any person or persons, corporation or property, by reason of the performance of such work, character, or materials used 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 action is brought against said Highway District, its officers, or agents, for damages arising out of or by reason of any of the above causes, the Permittee, its successors, or assigns will, upon notice to it of commencement of such action, defend the same at its own sole cost and expense, and will satisfy any judgment after said suit of action shall have finally been determined if adverse to the Highway District, 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 District property or to any property in the right-of-way that is caused by the conduct of the work performed hereunder. Permittee shall restore, to the same condition 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 District, said surface may be restored by the Highway District 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 District Supervisor at no cost to the Highway District. If the work under this permit interferes in any way with the drainage of the highway, the grantee shall wholly and at its own expense make such provisions as the District 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 District Supervisor, and the entire expense of said supervision shall be borne by the parties to whom this permit is issued.

The District 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 and 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 Highway District shall in no way be held liable for any damages to the Permittee by reason of any such work by the Highway District, its agents, or representatives, or by the exercise of any rights by the District 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 District from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the 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.

The District 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 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 herewith or at all or 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 District 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 District or any District 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 location 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 District, in failing to detect or remedy any defect created by 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 District with regard to any claims arising out of any alleged failure of the District 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 District does not change this primary responsibility and duty to indemnify. Permittee is not obligated, however, to indemnify the District with regard to damages resulting solely from independent acts of negligence by the District, if such acts are independent of conduct by the District in supervising and inspecting the work.

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

Sediment and Erosion Control – Comply with the Highway District's sediment and erosion control rules and County Stormwater provisions. Seed all disturbed areas.