



Permit No. _____

APPLICATION AND PERMIT for UTILITIES
(WORK IN THE PUBLIC RIGHT-OF-WAY)
TETON COUNTY ROAD AND BRIDGE DEPARTMENT

UTILITY: _____ Overhead Underground (Minimum of 48" depth)

Public Road Surface Type: Dirt Gravel Pavement

County Road Name: _____

Starting Location: _____ Ending Location: _____ Total Feet: _____

Start Date _____ Estimated Completion Date _____

A PLAN OF PROPOSED WORK AND APPLICABLE TRAFFIC CONTROL PLANS MUST BE ATTACHED.

Plans Included: YES NO

Special Provisions:

(See reverse side for General Provisions.)

NOTICE: This permit shall not be valid for excavation until, or unless, the provisions of Idaho Code Title 55, Chapter 22 have been complied with. PRIOR TO EXCAVATION, CALL DIGLINE – 1(800)342-1585 or 811

Applicant / Business (please include reps name & cell number)

Name: _____

Address: _____
(Include; City / State / Zip)

Phone: _____ Cell Phone: _____

Contractor

Business Name: _____

Contact Name: _____

Address: _____
(Include; City / State / Zip)

Office Phone: _____ Cell Phone: _____

Fax: _____ Email: _____

I CERTIFY THAT I AM THE AUTHORIZED UTILITY COMPANY REPRESENTATIVE AND REQUEST PERMISSION TO CONSTRUCT THE ABOVE FACILITIES WITHIN THE COUNTY RIGHT-OF-WAY IN ACCORDANCE WITH THE GENERAL PROVISIONS PRINTED ON THE REVERSE SIDE OF THIS FORM, THE SPECIAL PROVISIONS AND THE PLANS MADE A PART OF THIS PERMIT.

Company Name

Date

Printed Name of Authorized Representative

Signature of Authorized Representative

SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS SHOWN ON THIS FORM OR ATTACHMENTS, PERMISSION IS HEREBY GRANTED TO THE ABOVE NAMED APPLICANT TO PERFORM THE WORK AS DESCRIBED.

BY: _____ ENTITY: _____

TITLE: _____ DATE: _____

GENERAL PROVISIONS (UTILITIES AND OTHER)

1. A PERMIT AND ASSURANCE OF PERFORMANCE FILING FEE IN AN AMOUNT ESTABLISHED BY TETON COUNTY SHALL ACCOMPANY THIS APPLICATION. IF PROPER REPAIR IS MADE AND ACCEPTED BY TETON COUNTY WITHIN THE PERMIT PERIOD, A PORTION OF THAT FEE MAY BE REFUNDED. IF PROPER REPAIR IS NOT COMPLETED WITHIN THE PERMIT PERIOD. TETON COUNTY WILL MAKE THE REPAIR AND ANY ADDITIONAL COSTS OVER AND ABOVE THE ASSURANCE OF PERFORMANCE FEE WILL BE INVOICED TO THE APPLICANT IN ACCORDANCE WITH TETON COUNTY POLICY.
2. ALL 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 FT. OF TRAVEL WAY SHALL BE MARKED AND/OR PROTECTED.
4. IN ACCEPTING THIS PERMIT, THE PERMITTEE, ITS SUCCESSORS AND ASSIGNS, AGREES TO HOLD TETON COUNTY 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 TETON COUNTY. PERMITTEE SHALL BE RESPONSIBLE FOR PROPER PAVEMENT CUT, EXCAVATION, FACKFILL, COMPACTION AND ASPHALT REPAIR. ASPHALT REPAIR SHALL BE IN ACCORDANCE WITH THE STANDARD PROVISIONS SET FORTH IN THE HIGHWAY STANDARDS AND DEVELOPMENT PROCEDURES FOR TETON COUNTY.
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 TETON COUNTY MAY DIRECT TO TAKE CARE OF SAID DRAINAGE.
7. 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 TETON COUNTY.
8. 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 TETON COUNTY AND THE ENTIRE EXPENSE OF SAID SUPERVISION SHALL BE BORNE BY THE PERMITTEE.
9. TETON COUNTY 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 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 TETON COUNTIES WORK.
11. THIS PERMIT SHALL NOT BE DEEMED OR HELD TO BE AN EXCLUSIVE ONE AND SHALL NOT PROHIBIT TETON COUNTY FROM GRANTING OTHER PERMITS OR FRANCHISE RIGHTS OF LIKE OR OTHER NATURE TO OTHER PUBLIC OR PRIVATE UTILITES, NOR SHALL IT PREVENT TETON COUNTY 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. TETON COUNTY 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 GIVE, 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 TETON COUNTY AT NO COST TO TETON COUNTY. IF THE PERMITTEE FAILS TO MAKE THE NECESSARY REPAIRS TETON COUNTY WILL MAKE THE REPAIRS AND INVOICE APPLICANT AND/OR RESPONSIBLE PARTY. NO NEW PERMITS SHALL BE ISSUED TO THE PERMITTEE UNTIL SUCH CLAIM HAS BEEN SETTLED.
16. NO WORK SHALL BE STARTED UNTIL AN AUTHORIZED REPRESENTATIVE OF TETON COUNTY HAS GIVEN NOTICE TO THE PERMITTEE TO PROCEED. PERMITTEE SHALL NOTIFY TETON COUNTY TO SCHEDULE A TIME FOR ROAD CLOSURE AND OPENING. IF THE WORK WILL PREVENT EMERGENCY TRAFFIC FROM TRAVELING THROUGH, THE TETON COUNTY SHERIFF'S OFFICE MUT BE NOTIFIED.
17. A PERMIT AND ASSURANCE OF PERFORMANCE FILING FEE IN THE AMOUNT SET FORTH ON THIS PERMIT IS REQUIRED FOR THE PROTECTION OF TETON COUNTY.
18. THE PERMITTEE SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS TETON COUNTY FROM OR FOR ANY AND ALL LOSSES, CLAIMS, ACTIONS OF JUDGEMENTS FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOSSES AND EXPENSES CAUSED OR INCURRED BY THE PERMITETEE, ITS OFFICERS, EMPLOYEES AND AGENTS AND AS PROVIDED IN GENERAL PROVISION #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. TETON COUNTY SHALL BE A NAMED INSURED IN AN AMOUNT EQUAL TO THE CURRENT LIABILITY COVERAGE CARRIED BY TETON COUNTY IN ACCORDANCE WITH ITS INSURANCE COVERAGE FOR CLAIM MADE UNDER THE IDAHO TORT CLAIMS ACT AND IDAHO'S WORKER'S COMPENSATION LAW, THE LIMITS OF INSURANCE SHALL NO BE DEEMED A LIMITATION OF THE PERMITTEE'S COVENANT TO INDEMNIFY AND SAVE AND HOLD HARMLESS TETON COUNTY FROM SUCH LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS, AND IF TETON COUNTY 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 TETON COUNTY FROM ANY AND ALL SUCH LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS OR EXPENSES FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY.
20. THE INSURANCE POLICIES OBTAINED BY THE PERMITTEE IN COMPLIANCE WITH THIS SEC6TION MUST BE APPROVED BY TETON COUNTY, AND SUCH INSURANCE POLICY, ALONG WITH WRITTEN EVIDENCE OF PAYMENTS OF REQUIRED PREMIUMS, SHALL BE FILED AND MAINTAINED WITH TETON COUNTY DURING THE TERM OF THIS PERMITS, OR IN LIEU OF ANY INSURANCE POLICY, THE PERMITTEE MAY SUBMIT AND KEEP ON FILE WITH TETON COUNTY DURING THE TERM OF THIS PERMIT A CURRENT CERTIFICATE OF INSURANCE SHOWING COMPLINACE WITH THIS ECTION, BUT SAID CERTIFICATE OF INSURANCE MUST DISCLOSE THAT TETON COUNTY IS A NAMED INSURED, THE POLICY PERIOD, AND THAT THE PREMIUM HAS BEEN PAID FOR THE POLICY PERIOD.