

GENERAL PROVISIONS

The Highway District may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if Grantee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth, or if Grantee 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.

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 traffic control devices and the placement thereof shall conform to the latest Manual on the Uniform Traffic Control Devices as adopted by the Idaho Department of Transportation.

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

The party or parties to whom this permit is issued shall maintain at his or their sole expense the utility for which this permit is granted in a condition satisfactory to the Highway District. The District hereby reserves the right to require the Grantee to change the location or to remove any structure, structures, lines, or pipes authorized by this permit at any time in order for the District to perform any necessary work on or in the right-of-way, 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.

In accepting this permit, the Grantee, his successors and assigns agree that any damage or injury done to the property of the Grantor or any expense incurred by him, through the operation of a contractor working for the Highway District or any District employee, shall remain the sole expense of the Grantee, his successors or assigns.

Grantee is responsible for any damage to District property or to any property in the right-of-way that is caused by the conduct of the work performed hereunder. Grantee shall restore, to the same condition as existed prior to work, the travelway and such ditches, structure, 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 Grantee. If trench or pavement settlement should occur, the repairs shall be made by the Grantee 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 provision as the District may direct to take care of the drainage.

In accepting this permit, the Grantee, 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, which may accrue to or be suffered by any person or persons, corporation, or property arising out of any activity or omission of Grantee, including, but not limited to, the manner of installation and maintenance of the utility granted or by the Grantee's occupancy of rights-of-way or public space. 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 Grantee, 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 or action shall have finally been determined if adverse to the Highway District, its officers, or agents.

In doing the work under this permit, Grantee and its contractors, or anyone performing work on behalf of the Grantee, 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 Grantee or its contractors or representatives, or in failing to detect or remedy any failure by Grantee or its contractors or representatives to adequately provide for the safety of the traveling public, shall not relieve the Grantee and its representatives of this primary responsibility. Grantee 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 Grantee or its contractors or representatives or failures by Grantee 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. Grantee 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.

All of the work herein contemplated shall be done under the supervision and to the satisfaction of the Highway District, and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

Throughout the performance of the work, Grantee agrees to keep the District advised as to the status of the work and to perform the work so as to minimize any interference with travel over the highway. Any excavation made or obstacle placed within the limits of the highway shall occur only in such manner as to minimize any interference with travel over said road.

Upon 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.

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 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.

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