

Application Checklist to Construct Driveways on County Property

Seward County Driveway Permit Application	
Fee	\$50.00
Deposit	\$500.00

Required Items:

- Fee and Deposit. (These can be paid with one check.)
- Certificate of Insurance for Contractor or whomever performs the work. (Insurance requirements are found on page 4 of the application.)
- Mark the location where the driveway is to be installed for inspection by the Road Department prior to approval of permit.

Seward County
529 Seward St., Room 206
Seward, NE 68434

Application to construct driveways on County property

Date: _____

Landowner Name: _____

Address: _____

Phone: _____

To construct a driveway on county right of way as follows:

LEGAL DESCRIPTION: _____

ALTERNATE: _____

TYPE OF DRIVEWAY TO BE CONSTRUCTED:

Culvert Pipe Size and Type _____

Purpose of driveway _____

☐ NAME AND ADDRESS OF CONTRACTOR PERFORMING THE WORK:

WORK TO BE COMPLETED

☐ Construct New

☐ Extend Existing

☐ Replace

It is understood and agreed that said Grantee will contact "Diggers Hotline" prior to any construction activities and agrees to replace the surface of the roadways which were disturbed in construction of said driveway entrance, and to leave said roadway in as good a condition as existed immediately prior to the installation of said driveway entrance.

The Contractor must supply a Certificate of Insurance in accordance with the insurance requirements, "Appendix "B", contained in this permit prior to permit approval.

SEWARD COUNTY CONSTRUCTION OF DRIVEWAY AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between the Highway Superintendent on behalf of the County of Seward, State of Nebraska, hereinafter referred to as "COUNTY", and _____ of _____, herein called the "GRANTEE," which includes the GRANTEE's heirs, executors, administrators, agents or assigns.

WHEREAS, the GRANTEE is desires to construct a driveway entrance within Seward County for ingress and egress and desires to construct a portion of said driveway entrance upon and along the right-of-way of certain public roads within Seward County.

NOW THEREFORE, for and in consideration of the sum of **\$50.00** paid by the GRANTEE to the COUNTY, the receipt of which is hereby acknowledged, the COUNTY hereby grants to the GRANTEE the right, under the supervision and direction of the Highway Superintendent or Assistant, to construct and maintain said driveway entrance upon County right-of-way and described as follows; to-wit,

NE SE SW NW Quarter Section _____, Township _____-Range _____, Seward County, Nebraska.

It is further understood and agreed:

1. GRANTEE shall contact "Diggers Hotline" prior to any construction activities.
2. GRANTEE shall replace the surface of the roadway which is disturbed in construction of said driveway entrance in as good a condition as existed immediately prior to the installation of said driveway entrance.
3. GRANTEE shall assure appropriate construction signs are utilized during the construction of said driveway to warn the motoring public of construction activities.
4. GRANTEE is responsible for all expenses incurred for the construction and future maintenance of said driveway.
5. That the road must receive approval by the County Highway Superintendent after the construction of the driveway entrance by the County Highway Superintendent. GRANTEE is responsible for any damage or repairs that need to be performed. In the event, GRANTEE fails to pay for the repairs, the COUNTY has a right to perform the repairs and seek payment from the GRANTEE. Failure to make payment may result in the driveway access to be removed.

6. The GRANTEE also agrees to the build driveway entrance with size and type of drainage culvert as specified by COUNTY and to provide a driveway location map.
7. GRANTEE must construct the driveway within **6 months** from the date of execution of this Agreement by the Highway Superintendent. If the driveway is not constructed in 6 months, a new agreement must be executed, or an extension given.
8. GRANTEE shall deposit with the Seward County Road Department the sum of **\$500.00** as a damage deposit. Said amount to be returned within 45 days of final inspection by the Highway Superintendent less any amount withheld due to damage by GRANTEE.
9. GRANTEE has read and understands the Seward County Driveway Policy and agrees to adhere the Policy guidelines in the construction of their driveway.

The GRANTEE agrees to indemnify and hold harmless, protect and defend the COUNTY and its elected and appointed officials, employees, agents, and representatives against any and all claims, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the COUNTY or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with this Agreement.

This agreement is executed on the ____ day of _____, 20 ____.

BY: _____
(GRANTEE) PRINT NAME

This agreement is executed on the ____ day of _____, 20 ____.

BY: _____
(Highway Superintendent)

INSURANCE and INDEMNIFICATION REQUIREMENTS

The applicant shall not begin work under this permit until it has obtained all insurance coverages required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force during the life of the permit and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

A. Workers Compensation and Employers Liability Insurance

The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers Compensation and \$500,000 each accident for Coverage B, Employers Liability.

B. Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

C. Automobile Liability Insurance

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

The County is to be named as an additional insured on the insurance coverage required under this section.

D. Certificate of Insurance

The Applicant shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Applicant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Applicant shall require each and every subcontractor performing work under this permit to maintain the same coverages required of the Applicant in this section, and upon the request by the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractors insurance coverages required in this section.

E. Indemnification-Hold Harmless

The Applicant agrees to indemnify and hold harmless, protect and defend Seward County and its elected and appointed officials, employees, agents, and representatives against any and all claims, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Seward County or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with the work performed under this permit unless such damages are the direct and sole result of Seward County's negligence.

APPLICANT _____ DATE _____

REPRESENTATIVE _____

FINAL APPROVAL AND INSPECTION OF DRIVE AND ROADWAY

BY: _____ DATE: _____

Culvert Needed: YES _____ NO _____ SIZE: _____

Damage Deposit received in the amount of \$ _____.

Damage inspection revealed \$ _____ in damages which shall be held. Deposit amount to be returned: \$ _____.