

**HARLAN COUNTY**  
**PERMIT TO CLEAN OR FILL ROAD DITCH ON COUNTY RIGHT-OF-WAY**

\_\_\_\_\_ is hereby granted permission to clean/fill (circle one) a county road ditch  
Contractor/Applicant

Located along \_\_\_\_\_ road. Legal description: \_\_\_\_\_.

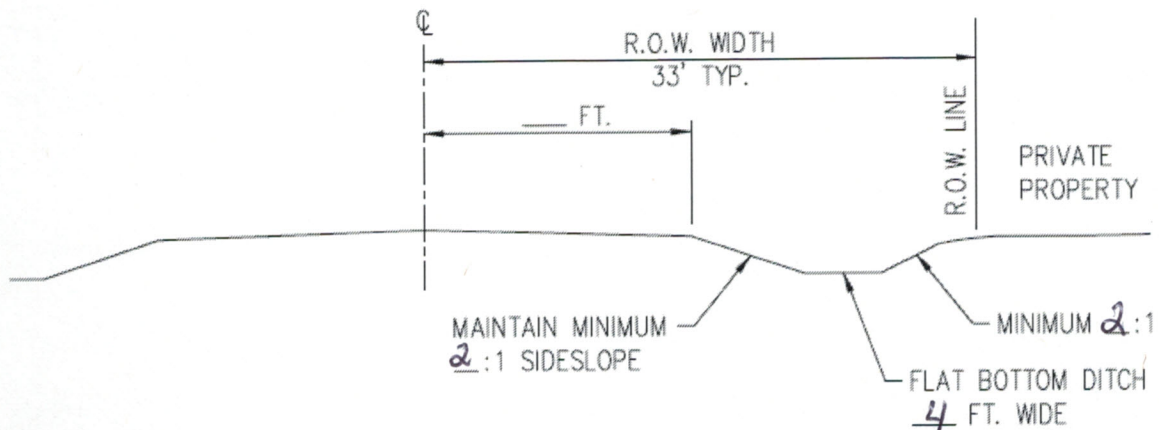
Cleaning of the road ditch shall not be any deeper than 3 feet below the surface of the road.

Filling of road ditch shall not be any shallower than 2 feet below the surface of the road.

\_\_\_\_\_ will be the contractor performing the work.

Contractor and/or Applicant is responsible for notifying Diggers Hotline prior to beginning construction and is responsible for any and all damage to utilities and/or road surface resulting from construction activities.

Ditch cleaning shall be performed according to the specifications below.



The Contractor/Applicant agrees to indemnify and hold harmless, protect and defend the county and its agents, representatives and employees from all losses, demands, suits, actions, payments and judgments from personal injury or damages brought or recovered against the county as a result of any act or omission of the Contractor/Applicant, its agents, representatives, servants or employees, subcontractors or otherwise resulting from the work on county right-of-way, and damages to said right-of-way as a result of the negligence of the Contractor/Applicant shall be the Contractor's/Applicant's obligation and financial responsibility to repair or replace.

Contractor/Applicant must supply a "Certificate of Insurance" with the minimum limits as follows:

A. Workers' Compensation and Employer's 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, Employer's 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 per 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 Contractor 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 Contractor/Applicant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the county.

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



Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Permit valid for One (1) Month from issuance.

Applicant Signature \_\_\_\_\_  
Phone Number \_\_\_\_\_

Applicant Address \_\_\_\_\_

Contractor Signature \_\_\_\_\_  
Phone Number \_\_\_\_\_

Approved by \_\_\_\_\_

Harlan County Highway Superintendent