



City of Gering  
Public Right-of-Way Permit  
Construction and Excavation in Public ROW

1025 P Street, Gering, NE 69341  
(308) 436.5096

Address of Work: \_\_\_\_\_  
Street: \_\_\_\_\_  
Cross Street(s): \_\_\_\_\_  
Location: \_\_\_\_\_  
Work Type: \_\_\_\_\_  
DigLine #: \_\_\_\_\_  
Locate Date: \_\_\_\_\_  
Permittee: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Received by: \_\_\_\_\_

Permit # \_\_\_\_\_

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

Time: \_\_\_\_\_

Phone: \_\_\_\_\_

Anticipated Work Schedule:  
\_\_\_\_\_

CONDITIONS OF PERMIT

1. The utility owner shall submit plans to the City Engineer for approval and as-built drawings at the completion of the project.
2. The Contractor shall notify the Public Works Department at least two (2) working days in advance prior to any construction unless in an emergency situation. All work shall commence within ten (10) working days or a new permit shall be required.
3. Contractor shall be responsible to submit a traffic control plan to Engineer for approval in advance prior to street closures or limiting access to property owners.
4. The Contractor shall furnish and maintain all traffic control devices in conformance with the current edition of the Manual On Uniform Traffic Control Devices (MUTCD).
5. The CONTRACTOR shall minimize traffic/service interruptions. Once traffic/service is interrupted, the Contractor shall work continuously until traffic/service is restored.
6. Excavated material shall be kept orderly and shall cause as little inconvenience to the traveling public as possible. The construction area shall follow Best Management Practices to avoid tracking of material in the ROW. In the event tracking of mud, debris, or other material occurs, Contractor shall remove, sweep and/or flush as directed by the Public Works Department.
7. All cuts in the Public ROW shall require approval of the Engineer. All required cuts shall be saw cut to ensure a neat straight line along the street prior to patching.
8. Contractor is responsible for all compaction meeting a minimum Standard Density of 95%. All compaction shall meet AASHTO standards including trench backfill, street base, and asphalt placement. Engineer may issue a compaction waiver under certain circumstances.
9. Concrete for curb & gutter, sidewalks, and driveway approaches shall consist of a minimum standard 47-B six (6) bag mix per City Standards.
10. Permanent pavement patches shall be made within three (3) days of backfill unless otherwise approved. Temporary patches may be required by the Public Works Department.
11. Permittee warrants the adequacy and continued satisfactory condition and function of any backfill and/or permanent patch installed by Permittee under this permit for a period of one (1) year after they have been accepted by the Public Works Department.
12. All work described herein shall be performed in accordance with the building codes and ordinances as adopted by the City of Gering.
13. All work not conforming to these conditions and/or Contractor being non responsive to make repairs shall be corrected by the City of Gering at the sole expense of the Contractor/Permittee.
14. Issuance of this permit only allows construction and/or excavation within the public right-of-way or easement The City reserves the right depending on the work being performed to require additional conditions prior to approval of this permit.

16. City is not responsible for current and future Nebraska 811, or equivalent, locates related to service lines, devices, and materials in the public right-of-way. City is not responsible for any future maintenance or repair of these service lines, devices, or materials in the public right-of-way.
17. City and Contractor/Utility Owner/Permittee agree that the Contractor/Utility Owner/Permittee of the real estate herein expressly, releases, indemnifies and forever discharges and holds harmless the City from any and all liability, claims, demands, causes of action or rights of action in any way connected to the service lines, devices, and materials in the City right of way, including those allegedly attributable to negligent acts or omissions of any kind or nature of the City. Contractor/Utility Owner/Permittee acknowledge that repairs and maintenance of the City's utilities within the right-of-way may be required in the future. Any damage to private property is, therefore, the sole responsibility and obligation of the private property owner regardless of any required City work, including, but not limited to, negligence of the City with respect to work in its right-of-way. The hold harmless agreement herein also applies to any maintenance and repair related to the City's work within its right of way.
18. The parties agree that this Permit shall, in discretion of the City, run with the land and be filed with the Register of Deeds related to this property.
19. Contractor/Utility Owner/Permittee understands that if the City completes an improvement project(s) at some time in the future and the Utility covered by this Permit must be moved out of the way, it shall be moved by the Utility Owner/Permittee, at no cost to the City. There is no plan for City improvements in the corridor at this time.
20. Schematic Diagram of proposed Utility location must be attached; OR, Street Intersection to Street Intersection description of the location of proposed Utility.

Permittee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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