2 N. Mill St, Suite 304, Cleburne, TX 76033
(817) 556-6378 fax: (817)556-6129

JOHNSON COUNTY
PUBLIC WORKS

ROAD BORE
APPLICATION INFORMATION

In addition to the following pages we do require a map with an "X" marking the spot where the road bore will be. Please use the Ellis, Johnson, Hill, & Navarro Counties Mapsco if you have it available. If not, then we will use what you send and determine which precinct your bore is in. You may fax your application to 817-556-6129 or email to: sandrag@johnsoncountytx.org. I will respond and let you know it is received.

NOTE: #16 – We require at least one million dollars insurance on the company actually performing the work.

If two companies are involved, we require both signatures on page 4 and we also must have a 24 hour emergency phone number.

We have 4 precincts and some of them have requirements that we will alert you to if the work falls in their precinct. If you have any questions, please call.

PRECINCT 1 – RICK BAILEY – 817-645-0441
Office: 2744 W. FM 4, Cleburne

PRECINCT 2 – KENNY HOWELL – 817-297-1926 OR 817-297-3450
Office: 3425 CR 920, Crowley

PRECINCT 3 – JERRY D. STRINGER – 817-790-5333
Office: 10420 E. FM 917, Alvarado

PRECINCT 4 – LARRY WOOLEY – 817-558-9400 – Call & they will direct your trucks
Office: 4300 E. FM 4, Cleburne

Permit No. _____

ROAD BORE PERMIT

FOR EXCAVATION, CONSTRUCTION, OR BORING UNDER A JOHNSON COUNTY ROADWAY IN JOHNSON COUNTY, TEXAS

Subject to the agreements, stipulations, and information provided in the Application, be it known that _____ is hereby given permission to enter upon and bore under County Road _____ at or near_____ location in Precinct # _____ for the purpose of excavation, construction, boring or other work described in the attached APPLICATION FOR PERMIT AND AGREEMENT FOR RELEASE OF LIABILITY FOR EXCAVATION, CONSTRUCTION, OR BORING UNDER A JOHNSON COUNTY ROADWAY AND ADJACENT PROPERTY IN JOHNSON COUNTY, TEXAS (the "APPLICATION").

This PERMIT is in all ways subject to the requirements and restrictions of the Application presented to Johnson County and attached hereto.

The date of issuance of this permit is _____.

FOR COUNTY:

_____
T. David Disheroon
Johnson County Public Works Director
2 North Mill Street, Room 304
Cleburne, Texas 76033
817-556-6380

_____
County Commissioner, Precinct # _____

APPLICATION FOR PERMIT AND AGREEMENT FOR RELEASE OF LIABILITY FOR EXCAVATION, CONSTRUCTION, OR BORING UNDER A JOHNSON COUNTY ROADWAY AND ADJACENT PROPERTY IN JOHNSON COUNTY, TEXAS (the "APPLICATION").

KNOW ALL MEN BY THESE PRESENTS:

1.

On the_____ day of _____, 2_____,

_____

_____

[Name and address of construction company performing work, and making application for a permit, hereinafter referred to as CONTRACTOR]

_____

_____

[Name and address of company or business that the work is being done for]

CONTRACTOR makes this application with JOHNSON COUNTY for a permit to engage in activities related to the excavation, construction, or boring under a Johnson County Roadway and adjacent property or other work as described below, (any and all of the foregoing activities hereinafter known as the Project) on County Road _____ near a subdivision or intersection described and identified _____.

[Description of work on the Project: Incorporate additional sheets if necessary and attach as ADDENDUM A]

_____

_____

_____

To induce Johnson County to grant the requested permit, CONTRACTOR agrees and stipulates as follows :

2.

JOHNSON COUNTY OR COUNTY as used herein includes Johnson County, Texas, a political subdivision of the State of Texas, its employees, agents, officers, and officials.

3.

CONTRACTOR as used herein includes CONTRACTOR named above, its officers,

employees, contractors, subcontractors, and its heirs and assigns.

4.

CONTRACTOR will be performing excavation, construction, boring or other work as described above in Paragraph 1 and Addendum A, if attached.

5.

CONTRACTOR hereby acknowledges that excavation, construction, boring and related work is a dangerous activity. CONTRACTOR further acknowledges that such activities involve certain risks of serious injury or death.

6.

CONTRACTOR shall provide all reasonable safety equipment and take other reasonable precautions during the Project. JOHNSON COUNTY is not responsible for providing or obligated to provide any safety equipment or other equipment for CONTRACTOR'S employees.

7.

JOHNSON COUNTY is not liable to CONTRACTOR, any assignee or any other person and or entity based upon any claim arising or alleged to arise from any injury, harm or damage that may occur to CONTRACTOR or otherwise as a result of the CONTRACTOR'S activities for, in behalf of, or in relation to JOHNSON COUNTY.

8.

CONTRACTOR hereby agrees to release and hold harmless JOHNSON COUNTY for all damages or losses accruing to CONTRACTOR or equipment as a result of any injury incurred or caused by CONTRACTOR or damage to equipment or injuries or death of persons which result directly, or indirectly from CONTRACTOR'S activities or participation in work or activities otherwise in, on, or about the roadway and property identified above.

9.

CONTRACTOR hereby agrees to indemnify, release, and hold harmless JOHNSON COUNTY from all claims, suits, penalties, damages, or losses whatsoever asserted against JOHNSON COUNTY or its officials, officers, or employees arising from CONTRACTOR'S activities or operations related to excavation, construction, boring, or other activities in any way whatsoever in, on, or about the roadway and property identified above, and the cost incurred by JOHNSON COUNTY as result of the defense against such claims, suits, penalties, damages or losses.

10.

CONTRACTOR'S agreement to indemnify, release, and hold harmless JOHNSON COUNTY includes but is not limited to claims, suits, penalties, damages or losses arising from CONTRACTOR'S acts, actions, or omissions and JOHNSON COUNTY'S agents or employees acts, actions or omissions with respect to CONTRACTOR or the Project on or about the location described above.

11.

CONTRACTOR hereby agrees to repair any damage to a county road, drainage device, drainage feature or any part of any county road or supporting device or associated device or feature for which JOHNSON COUNTY has a right or a duty of maintenance or which is customarily maintained or managed by JOHNSON COUNTY caused by CONTRACTOR'S moving of equipment to or from the property identified above and any work on the Project. Should the CONTRACTOR fail to make such repair within 30 days or a lesser reasonable time after written notice from the Johnson County Judge or any Johnson County Commissioner, then JOHNSON COUNTY may make such repairs as are reasonably necessary or appropriate and CONTRACTOR will pay JOHNSON COUNTY for the cost of the repairs including but not limited to the costs of material, labor, use of equipment and any other reasonably associated cost.

12.

JOHNSON COUNTY does not authorize or purport to have any authority to authorize pipeline operations or any other work on lands in JOHNSON COUNTY which are not owned in fee simple by JOHNSON COUNTY. CONTRACTOR MUST OBTAIN AN EASEMENT, LEASE, OR OTHER PROPERTY RIGHT FROM THE PERSON WHO OWNS THE PROPERTY UPON WHICH CONTRACTOR SEEKS TO CONDUCT PIPELINE OPERATIONS. This permit is not a substitute for such right to lay a pipeline upon the property. This permit is only for the excavation, construction, or boring associated with the laying of a pipeline under a county roadway in JOHNSON COUNTY. Any actions on the part of CONTRACTOR which creates any liability or affects the rights of the holders of any real property shall be solely the responsibility of CONTRACTOR.

13.

In the event of a dispute concerning any aspect of this Application and Permit or any claim or dispute arising pursuant to this Application and Permit or an act or condition addressed herein, CONTRACTOR agrees that venue for all court proceedings shall be in JOHNSON COUNTY, TEXAS.

14.

Neither CONTRACTOR nor JOHNSON COUNTY have made any additional oral promises, representations, or agreements not memorialized in this document or the documents attached hereto and incorporated herein for all purposes.

15.

The undersigned states and represents that he has the legal capacity to execute this Application obligating the respective CONTRACTOR to the terms and provisions hereof and has knowingly and willingly executed this instrument after reading same.

16.

CONTRACTOR by signing below states that he has and maintains LIABILITY INSURANCE IN AN AMOUNT OF $_____ from which claims against CONTRACTOR arising from the Project described in this Application could be paid.

17.

CONTRACTOR agrees and understands that JOHNSON COUNTY is relying on the insurance described herein as evidence of CONTRACTOR'S financial responsibility.

18.

CONTRACTOR'S contact information::

_____
Name of Authorized Representative

_____
Name of Construction Company

_____
Address of Construction Company

_____
Address of Construction Company

Phone: _____

Fax: _____

In case of emergency - 24 Hour Phone _____

IN WITNESS WHEREOF the CONTRACTOR makes this Application and agrees to the terms and conditions herein on the date stated below.

FOR CONTRACTOR:

_____ _____
Signature of Authorized Representative of CONTRACTOR Date

_____
Printed Name of Authorized Representative of CONTRACTOR

Phone: _____

In case of emergency – 24 Hour Phone: _____