



Johnson County Public Works Department

1 North Main Street, Suite 305
Cleburne, Texas 76033
817-556-6380
Fax: 817-556-6129

Instruction for Road Bore Application

You may fax your application 817-556-6129 or email sandrag@johnsoncountytexas.org.
Please call Public Works if you have a question concerning this application.

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 and 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.

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 the last page 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 into their precinct. If you have any questions, please call:

PRECINCT 1 – **RICK BAILEY** – 817-645-0441

PRECINCT 2 – **TROY THOMPSON** – 817-558-0111 EXT 1701

PRECINCT 3 – **JERRY D. STRINGER** – 817-790-5333

PRECINCT 4 – **DON BEESON** – 817-558-9400 – CALL & THEY WILL DIRECT YOUR TRUCKS

APPLICATION FOR PERMIT AND RELEASE OF LIABILITY AND AGREEMENT TO REPAIR OR REIMBURSE JOHNSON COUNTY FOR DAMAGE CAUSED BY EXCAVATION, CONSTRUCTION, DEMOLITION OR BORING OF JOHNSON COUNTY ROADWAYS AND ASSOCIATED PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

On the _____ day of _____, 2____,

_____ [name of construction company cutting road and name of company or business that the work is being done for], hereinafter collectively identified and referred to as **CONSTRUCTOR** enters into an agreement (hereinafter **AGREEMENT**) with **JOHNSON COUNTY** to engage in activities related to the excavation, demolition, construction of a portion of a roadway or boring under a roadway or other work as described below, (any and all of the foregoing activities hereinafter known as the **WORK**) on County Road _____ near a subdivision or intersection described and identified as _____. Except as to injuries or events which arise out of the construction of the project or as a result of the construction of the project, the duties of **CONSTRUCTOR** and **JOHNSON COUNTY** to each other are extinguished upon completion of the project and the performance of the terms of this agreement.

[Description of work if different than listed above, incorporate additional sheets if necessary as **ADDENDUM A**]

2.

JOHNSON COUNTY OR COUNTY as used herein includes but is not limited to all Johnson County employees, agents, officers, and officials.

3.

CONSTRUCTOR and **JOHNSON COUNTY** agree to the terms and conditions set forth herein and below.

4.

CONSTRUCTOR will be performing excavation, construction, demolition, boring or other work as described above in Paragraph 1.

5.

CONSTRUCTOR will use equipment which is owned by CONSTRUCTOR to perform the excavation, demolition, construction, boring or other work described herein or contemplated by this agreement.

6.

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

7.

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

8.

CONSTRUCTOR 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 CONSTRUCTORS activities or operations related to excavation, demolition, construction, boring, work or other activities in any way whatsoever, and the cost incurred by JOHNSON COUNTY as result of the defense against such claims, suits, penalties, damages or losses.

9.

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

10.

JOHNSON COUNTY is not liable to any CONSTRUCTOR, 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 CONSTRUCTOR or otherwise as a result of the CONSTRUCTORS activities for, in behalf of, or in relation to JOHNSON

COUNTY.

11.

Additionally, CONSTRUCTOR shall provide all reasonable safety equipment and take other reasonable precautions during the work. COUNTY is not responsible for providing or obligated to provide any safety equipment or other equipment for CONSTRUCTORS employees.

12.

CONSTRUCTOR hereby agrees to repair any damage caused by CONSTRUCTORS excavation, demolition, construction of a portion of a roadway, or boring under a roadway or other work to any County road or 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 by Johnson County. Should the CONSTRUCTOR 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 CONSTRUCTORS 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.

13.

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

14.

Neither CONSTRUCTOR 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 which are identified as N/A [specify ADDENDUM A, or describe attachment, or put N/A in blank].

15.

The undersigned states and represents that he has the legal capacity to execute this Agreement obligating the respective CONSTRUCTOR(S) to the terms and provisions hereof and has knowingly and willingly executed this Agreement after reading same.

16.

CONSTRUCTOR(S) including _____;
and _____, by signing below state that they have and maintain
LIABILITY INSURANCE IN AN AMOUNT OF \$ _____ from which claims
against CONSTRUCTOR (S) arising from the work described in this agreement could be paid.
CONSTRUCTOR (S) by signing below further agree and consent to the terms of this agreement.

17.

CONSTRUCTORS agree and understand that JOHNSON COUNTY is relying on the insurance described herein as evidence of CONSTRUCTORS financial responsibility.

18.

The parties addresses for service of all notices are:

Signature of Authorized agent of Construction Company

Date

Printed Name of Authorized agent of Construction Company

Construction Company Name
ADDRESS

Phone

Fax

24 Hr Phone

Signature of Authorized Agent of
Person, Company or Utility for Whom Work is
Being Performed

Date

Printed Name of Authorized Agent of
Person, Company or Utility for Whom Work is
Being Performed

Name of Person, Company or Utility
For Whom Work is Being Performed

ADDRESS

Phone

Fax

In case of emergency – 24 Hr Phone

Permit No. _____

**PERMIT
FOR EXCAVATION, CONSTRUCTION, DEMOLITION OR BORING OF
JOHNSON COUNTY ROADWAYS AND ASSOCIATED PROPERTY**

Be it known that _____ is hereby given permission to enter upon and cross County Road _____ at or _____ location in Precinct # _____ for the purpose of excavation, construction, demolition, boring or other work described in the associated **RELEASE OF LIABILITY AND AGREEMENT TO REPAIR OR REIMBURSE JOHNSON COUNTY FOR DAMAGE CAUSED BY EXCAVATION, CONSTRUCTION, DEMOLITION OR BORING OF JOHNSON COUNTY ROADWAYS AND ASSOCIATED PROPERTY.**

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 _____.

This permit shall be effective from _____ [date] to _____ [date]

Johnson County Public Works Director
[817] 556-6380

PRECINCT COMMISSIONER

NOTE: This is a Road Bore Permit only.