

**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 \_\_\_\_\_, 20 \_\_\_\_\_,

\_\_\_\_\_ [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.



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].

\_\_\_\_\_  
DON BURNS  
Johnson County Public Works Director  
[817] 556-6380

**NOTE: This is a Road Bore Permit only.**