PERMIT PROCEDURES

1. Applicant will make application for a permit to bore underneath an Austin County Road. The Application will contain the following:

1. Identification of the company that is making the application, and any contractor doing the work.
2. Describe the nature of the utility/pipeline that will be placed underneath the county road, and citation to the statutory authority for placement underneath the county road.
3. Describe the dimensions of the utility/pipeline, and a statement that the facility will be installed in conformity with all applicable state or federal regulations, along with a citation to the applicable regulations
4. Represent that Best Management Practices to minimize erosion, contamination, sedimentation and commitment to restore the work area to its former state of usefulness, including revegetation of the project area.
5. Describe fully all traffic control measures to be utilized, in conformity with the Texas Manual of Uniform Traffic Control Devices to be used during construction.
6. Describe fully the location of the proposed line, the scope of work intended, and any engineering design/drawings, or schematic to fully described the work to be performed.
7. Particular details regarding the minimum depth of the utility/pipeline, any safety features, such as cathodic corrosion protection, casing or sleeve pipe to facilitate subsequent repairs of the utility/pipeline, and the location of such utility/pipeline in relation to the traveled portion of the roadway, as well as any drainage facilities related to the roadway. Boring operations will satisfy the following depth requirements:
8. Telephone/telegraph shall be not less than two-feet and are not required to be encased.
9. Water lines shall be not less than three-feet and shall be encased.
10. Sewer lines shall be not less than four-feet and shall be encased.
11. Fiber lines shall be not less than five-feet and are not required to be encased.
12. Electric lines shall be not less than eight-feet and shall be encased.
13. Gas or petroleum lines shall be not less than twelve-feet and shall be encased unless the wall thickness of the pipeline is of sufficient strength to withstand loadings pursuant to documentation.
14. Full design drawings for any access driveway, and whether such access will be temporary or permanent in nature, including drainage considerations, and line of sight dimension.
15. Applicant is responsible for placing 8-1-1 calls and having areas properly marked for other utilities at the location.

IT IS EXPRESSLY UNDERSTOOD THAT AUSTIN COUNTY DOES NOT PURPORT, BY THE CONSIDERATION OR GRANTING OF A PERMIT, TO EXTEND ANY GRANT, RIGHT, CLAIM, TITLE, OR EASEMENT IN OR UPON THE IDDENTIFIED ROAD, AND THAT THE APPLICANT ACKNOWLEDGES THAT AUSTIN COUNTY MAY REQUIRE THE APPLICANT, OR ANY SUBSEQUENT OWNER, TO RELOCATE THE LINE, SUBJECT TO THE PROVISIONS OF TEXAS LAW, BY GIVING APPROPRIATE NOTICE.

2. It is understood and agreed that any damages sustained to the facilities installed under any permit as a result of routine county road maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work as a result of insufficient ground cover over the installed facilities shall be the responsibility of the Applicant.

3. Applicant will notify Austin County not less than two business days prior to the commencement of any work conducted by the Applicant within the county road right-of-way, and will conduct such work in a manner suitable to the County Commissioner or Commissioners Court.

4. Applicant will not cause any damage to the roadway affected by the application for permit, and shall conduct all work in conformity with the construction plans and traffic control detail required by this application.

5. THE APPLICATION WILL BE REVIEWED BY THE AUSTIN COUNTY COMMISSIONERS COURT AND ENGINEER IN A TIMELY MANNER. The Commissioner for the Precinct in which the project is located will be the primary County contact and official responsible for review of the Application.

6. The Commissioner may require a site visit prior to the approval of any permit application. Such site visit is optional with the Commissioner and Engineer, but in any case, detailed plans and specifications of the proposed project will be required.

7. Note that the requirement of §111.020(b)(4), Texas Natural Resources Code shall be treated as a minimum spacing for installations laid parallel with a county maintained roadway, and may be increased by the County so insure that parallel lines do not interfere with the primary use of the public right-of-way as a means of vehicular traffic.

8. If approved by the Commissioners Court, the Road Bore Permit will be signed by the Commissioner responsible for the area subject to the permit.

**ROAD BORE PERMIT**

**FOR EXCAVATION, CONSTRUCTION, OR BORING UNDER**

**AN AUSTIN COUNTY ROADWAY**

Subject to the agreements, stipulations, and information provided in the Application, be it known that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Applicant, and its Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is hereby Permitted and Given permission to enter upon and bore under a Austin County Road known as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at or near a point of intersection with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or more specifically defined by location within 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 an Austin County roadway and/or adjacent property in Austin County, Texas (the Application).

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

The date of issuance of this permit is: .

FOR COUNTY: FOR Applicant:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Commissioner, Precinct # Applicant:

Approved:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Engineer Contractor:

KNOW ALL MEN BY THESE PRESENTS:

1. On the\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20­­­\_\_\_, appeared:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name and address of the primary Applicant seeking the permit, hereinafter referred to as Applicant:]

And:

[Name and address of company that is Contracted to do the work, hereinafter referred to as Contractor:]

Applicant makes this application with Austin County for a permit to engage in activities related to the excavation, construction, or boring under an Austin 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 Austin County to grant the requested permit, Applicant and its Contractor agrees and stipulates as follows:

2. Austin County, hereinafter the “County” as used herein includes Austin County, Texas, a political subdivision of the State of Texas, its employees, agents, officers, and officials.

3. Applicant as used herein includes Applicant named above, its officers, employees, Applicants, sub-applicants, and its heirs and assigns, together with its Contractor, and its officers, employees, subcontractors, and their heirs and assigns, who are jointly and severally bound an obligated to the terms of this agreement.

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

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

6. Applicant shall provide all reasonable safety equipment and take other reasonable precautions during the Project. Austin County is not responsible for providing or obligated to provide any safety equipment or other equipment for Applicants employees. Applicant is responsible for placing 8-1-1 calls and having areas properly marked for other utilities at the location.

7. Austin County is not liable to Applicant, 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 Applicant or otherwise as a result of the Applicant’s activities for, in behalf of, or in relation to Austin County.

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

9. Applicant hereby agrees to indemnify, release, and hold harmless Austin County from all claims, suits, penalties, damages, or losses whatsoever asserted against Austin County or its officials, officers, or employees arising from Applicant’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 Austin County as result of the defense against such claims, suits, penalties, damages or losses.

10. Applicants’ agreement to indemnify, release, and hold harmless Austin County includes but is not limited to claims, suits, penalties, damages or losses arising from Applicants acts, actions, or omissions and Austin County’s agents or employees’ acts, actions or omissions with respect to Applicant or the Project on or about the location described above.

11. Applicant hereby agrees to repair any damage to a county road, drainage device (culvert, etc.), drainage feature or any part of any county road or supporting device or associated device or feature for which Austin County has a right or a duty of maintenance or which is customarily maintained or managed by Austin County caused by Applicants moving of equipment to or from the property identified above and any work on the Project. Should the Applicant fail to make such repair within 30 days or a lesser reasonable time after written notice from the Austin County Commissioner, then Austin County, or County’s designated contractor, may make such repairs as are reasonably necessary or appropriate and Applicant will pay Austin 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. “Repairs” as noted in this section shall include the cost of any engineer retained by Austin County to inspect or monitor the work performed by the Applicant.

12. Austin County does not authorize or purport to have any authority to authorize pipeline operations or any other work on lands in Austin County which are not owned outright in fee simple, or which are maintained by prescription, express or implied dedication by Austin County.

APPLICANT MUST OBTAIN AN EASEMENT, LEASE, OR OTHER PROPERTY RIGHT FROM THE PERSON WHO OWNS THE PROPERTY UPON WHICH APPLICANT 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 inspection and monitoring of any excavation, construction, or boring associated with the laying of a pipeline under a county roadway in Austin County. Any actions on the part of Applicant which creates any liability or affects the rights of the holders of any real property shall be solely the responsibility of Applicant. Any county road that is maintained under any claim less than fee simple title, for example, prescriptive easement, implied easement, or adverse possession shall require the Applicant to obtain from the underlying property owner an easement, lease or other right to use the underlying landowner’s property for the purposes of this permit.

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, Applicant agrees that venue for all court proceedings shall be in Austin County, Texas.

14. Neither Applicant nor Austin 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 Applicant to the terms and provisions hereof and has knowingly and willingly executed this instrument after reading same.

16. Applicant by signing below states that he has and maintains Liability Insurance Coverage in an Amount of $2,000,000.00 by a company with an AM Best Rating of not less than A-, to protect the County and the Public from claims arising from the Project described in this Application.

17. Applicant agrees and understands that Austin County is relying on the insurance described herein as evidence of Applicant’s financial responsibility.

Applicant’s contact information:

Name of Authorized Representative:

Address of Applicant:

Name of Construction Company:

Address of Construction Company;

Phone:

Fax:

In case of emergency - 24 Hour Phone

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

FOR Contractor:

Signature of Authorized Representative of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Printed Name of Authorized Representative of Applicant

Phone:

In case of emergency – 24 Hour Phone: