



Liberty County Permit & Inspection Department

624 FANNIN STREET
LIBERTY, TEXAS 77575
936-336-4560 • 936-253-8222
FAX

PIPELINE PERMIT APPLICATION

Effective Date: August 1, 2018

DATE RECEIVED	PERMIT #	FEE AMOUNT \$ 3,000.00
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FOR STAFF USE ONLY: OFD RSH LOTT STORMWATER PLANNING WATER SHOP

COMPANY NAME

Site Address: _____

Tax Parcel Number: _____

Latitude _____, Longitude _____ (decimal degrees)

CROSSING ROADS

County Roads: _____

ACCESS ROADS

Locations (Please be specific): _____

STATIONS

GENERAL CONTRACTOR INFORMATION

Company Name: _____

Mailing Address: _____

Contact Person: _____ Phone: (____) _____ - _____

Email Address: _____ Fax: (____) _____ - _____

State Contractor's License #: _____ Expiration Date: _____

DESIGN PROFESSIONAL (Architect/Engineer)

Company Name: _____

Mailing Address: _____

Contact Person: _____ Phone: (____) _____ - _____

E-Mail Address: _____ Fax: (____) _____ - _____

CONTACT PERSON (This person is designated to receive all project communications)

Name: _____ Phone: (____) _____ - _____

Mailing Address: _____

E-Mail Address: _____ Fax: (____) _____ - _____

BUILDING INFORMATION (if not applicable) Mark N/A _____

Automatic Sprinkler required	Yes <input type="checkbox"/> No <input type="checkbox"/>	Alarm	Yes <input type="checkbox"/> No <input type="checkbox"/>
Automatic Sprinkler provided	Yes <input type="checkbox"/> No <input type="checkbox"/>	Hazardous Materials	Yes <input type="checkbox"/> No <input type="checkbox"/>
Quick response heads throughout	Yes <input type="checkbox"/> No <input type="checkbox"/>	Basement	Yes <input type="checkbox"/> No <input type="checkbox"/>
Quick response heads per Occupant	Yes <input type="checkbox"/> No <input type="checkbox"/>	Fire Area	Yes <input type="checkbox"/> No <input type="checkbox"/>
Number of Stories _____			

IBC SPRINKLER SUBSTITUTIONS (if not applicable) Mark N/A _____

Area Increase	Yes <input type="checkbox"/> No <input type="checkbox"/>	Height Increase	Yes <input type="checkbox"/> No <input type="checkbox"/>
Unlimited Area	Yes <input type="checkbox"/> No <input type="checkbox"/>	One-Hour Construction	Yes <input type="checkbox"/> No <input type="checkbox"/>
Story Increase	Yes <input type="checkbox"/> No <input type="checkbox"/>	Other _____	Yes <input type="checkbox"/> No <input type="checkbox"/>

Value of Construction; The value of construction shall include the prevailing fair market value of all labor, materials and equipment, whether actually paid or not, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, automatic sprinkler systems, other mechanical systems and other permanent work or permanent equipment, not including furnishings. The Building Official shall make the final determination of the value of construction as specified in Section 108.3 of the International Building Code.

Expiration of Plan Review: Applications for which no permit is issued within 180 days following the date of application or approval date shall expire and all fees paid shall be forfeited. Upon written request of the applicant, the Building Official may grant a 90-day extension to the Plan Review time as specified in Section 105.3.2 of the International Building Code. No application shall be extended for a period of more than 90 days.

Building Owner or Authorized Agent: _____

I hereby certify that I have read and examined this application and know the same to be true and correct, and I am authorized to apply for this permit.

_____ Signature:	_____ Print Name:	_____ Date:
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LIBERTY COUNTY Routing &
 Road Use Agreement
 ENGINEERING DEPARTMENT
 624 Fannin Street, Liberty, TX 77575
 Phone (936) 336-4560 Fax (936) 253-8222

STATE OF TEXAS §
 COUNTY OF LIBERTY §

Dated _____
 Permit No. _____
 Renewal Date _____

KNOW ALL MEN BY THESE PRESENTS

 First Party Company Name (print)

 Mailing and Street Address

 City, State, Zip Code

 E-mail, Office Phone

 Cell Phone

 Field Representative Name, Cell Phone Number

 First Party Contact Person (print)

The above shown name, hereinafter referred to as First Party enters into and makes this agreement with Liberty County, Texas, Precinct Number(s) _____. Necessity demands the use of a portion of certain Liberty County Road(s) over which Commissioner(s) _____ has jurisdiction and an obligation to protect and maintain in good repair. Both Parties to this agreement are aware of and acknowledge that the First Party's use of specified County Road(s) can lead to damage to the subject road(s) due to equipment crossings and/or the hauling of heavy loads over said County Road(s). Accordingly, First Party and Liberty County, Texas do hereby enter into this Routing and Road Use Agreement.

- 1) The First Party agrees to use only those County Road(s) identified below and shall specify which Liberty County Precinct that this route is in. Additionally, First Party shall provide information on the total distance of County Road(s) to be traveled and shall also provide an 8½" x 11" map copy showing the selected route(s). Damages to secondary access roads not specifically stated in this agreement shall also be covered by this agreement and shall be repaired by the First Party.

- 2) First Party agrees to use vehicles and/or equipment in such a manner as to not block or interfere with other traffic on said road(s) and understands that said road(s) must be open for public use at all times.

- 3) First Party agrees to assume and accept responsibility for damages inflicted to Liberty County road(s). Repairs to said damages are to be done by the First Party under the direction of Liberty County Officials. Road repairs shall be accomplished by the First Party as Follows:
 - (a) grading, maintaining and otherwise repairing said road(s) using First Party's equipment, labor and materials, as needed for the duration of time that First Party is using the road(s),
 - (b) reimbursing Liberty County for those costs incurred for repairing damages to County Road(s) by First Party
 - (c) failure of First Party to comply with items (a) and (b) as shown above may result in First Party's surety bond being called by Liberty County. If called, this bond shall cover all expenses associated with repairing the damaged County road(s), said cost to be determined by the Liberty County Commissioner in whose precinct said road(s) lay.
- 4) First Party agrees to return said road(s) to its original and/or better condition upon completion of its hauling operation.
- 5) First Party agrees to post a cash bond, an acceptable surety bond or a contractual agreement, same to be at the expense of the First Party, its contractor, subcontractor and/or its assigns. The face amount of surety documents shall be Three (3) Million dollars. This bond shall identify all county roads to be crossed and all roads being used as an access route.

(a) Company issuing surety bond: _____

Face amount of bond or surety: \$ _____

Identification number of bond or surety: _____

An original surety document must be attached to this Routing and Road Use Agreement

- 6) The duration of this agreement and the associated surety bond shall be open ended. And shall not specify a termination date. Release of this agreement and associated bond will be initiated by the conclusion of work, a request from First Party and approval by the Commissioners' Court of Liberty County.
- 7) Prior to First Party commencing operations, the existing condition of the road(s) to be used by the First Party shall be documented through inspection by the County. Additionally, video recordings of pre-existing road conditions will be performed by the Liberty County Precinct 2 Constable's Office and shall be maintained on file at said Constable's Office.
- 8) First Party agrees that it shall provide Liberty County two (2) working days of advance notice prior to transporting equipment and/or beginning actual haul use of the subject County road(s).

9) The County Engineering Department shall maintain a copy of this agreement and shall cause this agreement and associated bond or surety to be placed on file in the County Clerk's office.

10) First Party agrees that acts of its contractors, sub-contractor and/or assigns shall be considered as acts of the First Party. First Party understands and agrees that the use of alternative access routes, same being route(s) other than those specifically named in this document shall be considered a breach of this agreement and may lead to the County issuing a stop work order. First Party, its contractor, sub-contractor and/or assigns shall be held responsible for damages inflicted on unapproved access routes. Additionally, surety bonds that are submitted to Liberty County shall contain a statement to the effect that "First Party and its contractors, sub-contractors and/or assigns shall be financially responsible for any and all road damages inflicted on Liberty County Roads".

11) The use of certain primary and secondary roads as access routes may create a situation wherein the First Party and/or its contractors may be required to perform certain improvements, pre-emptive and post construction. The special conditions for this agreement are as follows:

Special Conditions: _____

12) the legal venue for disputes arising from this agreement shall be Liberty County, Texas.

This Routing and Road Use Agreement is approved by the Liberty County Commissioners' Court and is placed in full force on this _____ day of _____, _____

Liberty County Judge _____
Jay Knight

First Party Authorized Representative: _____
Print Name Signature

State of Texas §
County of Liberty §

This instrument was acknowledged before me on _____ (date) by _____
(name of representative) as _____ (title of representative) of _____
_____ (name of entity or person represented).

Seal

Notary Public Signature



PERMIT BOND HAUL ROUTE AGREEMENT

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal and _____, as Surety, are held and firmly bound unto the **Liberty County, Texas**, as Obligee, in the sum of _____ (\$ _____) Dollars, lawful money of the United States of America, for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has requested permission from Liberty County, Texas to _____

_____.

WHEREAS, the Principal is required to file a suitable bond with the Obligee to guarantee satisfactory performance of the conditions of the Haul Route Agreement before the permission will be granted.

Now, therefore, the condition of this bond is such that if the Principal faithfully performs the conditions of the Permit Agreement, then this obligation shall be null and void; otherwise to remain in full force and effect; provided, however, that if the Principal shall fail to faithfully perform the conditions of the Permit Agreement, then the Surety shall have a reasonable period of time upon receiving notice of the Principal's default from the Obligee to either:

- 1. Remedy the default; or
- 2. Pay to the Obligee the amount necessary to remedy the default, up to the penal sum of this bond.

It is understood and agreed that the aggregate liability of the Surety shall not exceed the penal sum of this bond.

It is a condition of this bond that it be open ended in regards to a termination date (ie: there shall be no termination date on the bond). The release of a bond shall be triggered by completion of the project being bonded and shall be initiated by a written request for release of the bond. The amount of the bond shall be Three (3) Million Dollars and No Cents, made payable to Liberty County Texas. The legal venue for this agreement shall be Liberty County, Texas..

The Principal and the Surety have signed and sealed this bond this _____ day of _____, 20____.

(Principal)

(Surety)

by: _____

by: _____