



STATE OF TEXAS

## COMMISSIONERS' COURT

## COUNTY OF JEFFERSON

## OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN  
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



JUDGE JEFF R. BRANICK  
County Judge

STATE OF TEXAS §  
§  
COUNTY OF JEFFERSON §

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY**  
**AND**

WHEREAS, \_\_\_\_\_ (hereinafter "Company") intends to conduct [describe operation], (hereinafter the "Project") at a site located on \_\_\_\_\_ county road name) located in Precinct No. \_\_\_\_\_; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2nd road name]:

1. County Road \_\_\_\_\_;
2. County Road \_\_\_\_\_; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road \_\_\_\_\_ and County road \_\_\_\_\_ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of \_\_\_\_\_, 20\_\_\_\_ to a termination date of \_\_\_\_\_, 20\_\_\_\_. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: \_\_\_\_\_] and County [2nd road name: \_\_\_\_\_] for additional support.

4. Company shall provide a surety bond in the sum of [\$ \_\_\_\_\_ Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. \_\_\_\_\_ of Jefferson County, Texas before transporting any equipment on County [road name: \_\_\_\_\_] and County [2nd road name: \_\_\_\_\_] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jefferson County Clerk

\_\_\_\_\_  
Authorized Agent for \_\_\_\_\_

THE STATE OF TEXAS, §  
§  
COUNTY OF JEFFERSON §

I, \_\_\_\_\_ a notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, being by me first duly sworn, declared that he is the \_\_\_\_\_ of \_\_\_\_\_ and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Notary Public, State of Texas  
Notary's Typed/Printed Name  
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1<sup>st</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2<sup>nd</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment Operator \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance)).

Truck \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Grader \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ \_\_\_\_\_ Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Asphalt \$ \_\_\_\_\_ Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other at \$ \_\_\_\_\_ Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_