

**6.E. RESOLUTION TO DESIGNATE HAUL ROUTES**

\_\_\_\_\_ COUNTY  
**HAUL ROUTE AGREEMENT NO. \_\_\_\_\_**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ County, hereinafter designated as the "County", and \_\_\_\_\_ hereinafter designated as the "Contractor",

WHEREAS, the Contractor plans to use county roads in transporting any item, including but not limited to products, equipment, materials, and/or supplies over the county roads listed in a Road Use Plan attached as Exhibit \_\_; and

WHEREAS, the County is responsible for constructing, altering, improving, and maintaining county roads under the supervision and direction of the Public Works Director and/or the County Engineer; and

WHEREAS, the County may limit or prohibit classes, types of weights or vehicles which travel on County roads pursuant to RCW 36.75.270 and 46.44.080; and

WHEREAS, the County and the Contractor anticipate that as a result of the Contractor's use of County roads, accelerated deterioration may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the County; and

WHEREAS, the County is authorized to issue Haul Route Permits under the provisions of RCW 36.75.270 and 46.44.080.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE STATEMENT:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of county roads. These hauling operations shall include but not be limited to: pits and quarries, logging, contractors, and developers.

2. DEFINITIONS:

A. Routine Maintenance. "Routine Maintenance" means grading, reshaping, repair and/or modification of the road prism which would occur in the absence of the use of a road as a haul route, as indicated in a regular maintenance

schedule, or at the same intervals or frequency as would normally be included in such a schedule.

B. Additional Maintenance. "Additional Maintenance" means grading, reshaping, repair, and/or modification performed on County roads in excess of the same operations performed as routine maintenance by the County.

C. Extraordinary. "Extraordinary" means beyond what is common or usual, or used for a special service.

D. Arbitrator. "Arbitrator" means an independent civil engineer, registered in the state of Washington, who is experienced in road design, construction, and maintenance.

E. Bond. "Bond" means a certificate, cash, or written obligation, in a form satisfactory to the County, made by the Contractor to guarantee the performance of its contractual obligations to the County.

F. Contractor. "Contractor" means the person/corporation entering into this Agreement, and shall include any owner or designee, operator, manufacturer, developer, or supplier that uses County roads for the transport of any item including, but not limited to, products, equipment, materials, and/or supplies where such use may cause accelerated deterioration of such County roads.

G. County Road. "County Road" means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the County.

H. Director. "Director" means the County's Director of Public Works and/or the County Engineer, or his/her authorized designee.

I. Haul Road. "Haul Road" means any County road, bridge, or other structure which is used for transporting items including, but not limited to products, equipment, materials, and/or supplies and as a result incurs deterioration.

J. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the County.

K. Improvements. "Improvements" mean roadway prism improvements required by the Director because of the Contractor's use of the haul road.

L. Right of Way. A general term denoting public land, property, or interest therein, usually in a strip acquired for or devoted to transportation purposes.

M. Road Prism. "Road Prism" means the driving surface of a road (including constructed roadbed), shoulders, ditches including backslopes, fillslopes, curbs, gutters, storm drainage facilities and sidewalks including backslopes.

### 3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the County Road System and are subject to normal traffic use the Contractor, by virtue of its extraordinary use of the roads, assumes responsibility for all damage and additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route. Such costs are to be reimbursed by the Contractor as outlined in Section 7.

The County hereby agrees to the Contractor's use of the haul roads covered by this Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the County or any other governmental entity may require to operate or move its vehicles on county roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this Agreement, and shall remain in place or be removed at the Director's choice. Any such improvement shall be authorized by County permit.

### 4. ASSUMPTION OF RISK AND LIABILITY OF CONTRACTOR:

The County has not made and does not herein make any representation as to the present or future conditions of its roads or the character of the traffic on any of its roads, and the Contractor assumes all risks of damage to property or injury to, Contractor or anyone acting under the authority granted to the Contractor by this Agreement.

The Contractor agrees and covenants to indemnify, defend, and save harmless the County against and from any loss, damage, costs, charges, liability, claims, demands, or judgments, whether to persons or property, arising out of any act, action, neglect, omission, or default on the part of the Contractor or anyone acting under the Contractor's authority granted by this Agreement.

In case any suit or cause of action shall be brought against the County on account of any act, action, neglect, omission, or default on the part of the Contractor or anyone

acting under the Contractor's authority granted by this Agreement, the Contractor agrees and covenants to pay all costs, charges, attorney fees, and other expenses and any and all judgments that may be incurred by or obtained against the County, including all such costs incurred by the County to enforce this provision.

The Contractor shall have Public Liability and Property Damage Insurance.

5. ROAD USE PLAN:

The Contractor and the County have agreed to the Road Use Plan, which is attached hereto and incorporated herein as Exhibit \_\_\_. The Road Use Plan designates which County roads are to be used in this Haul Route Agreement. In addition, the Road Use Plan contains the following information:

- A. Vehicle trips per day of travel;
- B. Hours and dates of travel;
- C. Gross weight loadings;
- D. Vehicle types, trailers, and combinations, number of axles, distance between axles, and tire sizes; and
- E. Products, equipment, materials and/or supplies to be transported and estimated quantities of same.

Any variance from the approved Road Use Plan requires (1) an advance written request to the Director by the Contractor, and (2) if the Director agrees to such use, this Agreement shall be amended to include such additional roads. Roads so added are subject to all Sections of this agreement and may be subject to the additional provision. The County will require a new application annually at the start of the Contractor's hauling operations.

If the Director desires to change conditions, he/she may do so at his/her discretion by sending written notice to the Contractor at least three (3) days before the effective date of the change. The County shall not be responsible for additional costs incurred by the Contractor resulting from changes to this agreement.

6. INSPECTION AND DOCUMENTATION:

Prior to the signing of this Agreement and prior to the start of Contractor's hauling operations on County Roads covered by this Agreement, representatives of the County and the Contractor shall make a joint pre-inspection to determine the existing condition of the road prism of such roads. The County will complete a pre-inspection report indicating the condition of such road prism and attach and incorporate such report herein as Exhibit \_\_\_. The pre-inspection report will include a statement of the extent and frequency of routine maintenance on such road prism and may include

photographs, video logs, or other recording devices showing the condition of the existing road prism.

Deficiencies of the road prism noted in the pre-inspection report shall show an estimated cost to repair. The Contractor shall not be responsible for these costs.

The haul route will be inspected twice each year, before and after the Summer/Fall haul period. The haul route shall also be inspected within 15 days of the County's receipt of the Contractor's certified mail notice (pursuant to Section 12D) that it has permanently ceased hauling operations. Any additional inspections shall be at the Contractor's expense. After such re-inspection the County shall complete and give to the Contractor a report of (1) the condition of the road prism(s) used by the Contractor for hauling and (2) the costs of additional maintenance and additional signing, if any, performed by the County as a result of the Contractor's operations since the previous inspection. All subsequent inspections shall be documented and attached as exhibits to this agreement and used for determining the Contractor's reimbursement obligation under Section 7.

Upon written notification of completion of the hauling operation, a joint post-inspection will be conducted, documented, and attached hereto and incorporated herein as Exhibit —.

#### 7. CONTRACTOR REIMBURSEMENT OF COUNTY EXPENSES:

The County will defray the expense of routine maintenance of haul roads designated in this Agreement and will maintain separate records of all items, accounts, and expenditures on said roads.

During the period for which this Agreement is in effect, the Contractor agrees to reimburse the County for all costs of (1) additional maintenance and (2) additional signing necessitated by the Contractor's use of County roads.

Reimbursement for such additional maintenance and additional signing shall be limited to the actual cost to the County of labor (including fringe benefits), equipment, and materials, plus fifteen percent (15%) for administration. The Contractor shall make payment to the County upon receipt of detailed invoices supported by written documentation equivalent to that normally supplied by the County. The Contractor shall pay the invoiced amount to the County within 30 days from the invoice date.

In the case of hauling on a County road by two or more contractors, invoices shall be prorated by the County. This proration may be based upon, but need not be limited to, the weight, frequency, vehicle configuration, and/or duration of the hauling operations. In such cases, all Contractors will be invited to attend a joint pre-inspection and any subsequent re-inspections that may occur.

The Director may require a bond, if it is concluded that there may be damage done to the road prism or any county facilities thereon.

8. DISPUTES:

In the event a dispute over the Contractor's reimbursement obligations under this Agreement cannot be resolved between the parties to this Agreement, the dispute shall be submitted to an Arbitrator for resolution and determination. The Contractor shall, however, pay all total invoice amounts when payment is due under this Agreement. Any disputed sums shall be held in escrow until the arbitration is completed.

The Arbitrator shall be selected by agreement of both parties. If the parties cannot agree on an arbitrator, he/she shall be appointed by the Board of County Commissioners. The findings of the Arbitrator shall be final and conclusive as to the parties. Arbitration shall be completed within sixty (60) days of the selection of the arbitrator. The costs of arbitration shall be apportioned by the arbitrator according to the principle that the losing party should pay the winning party's cost.

9. RESTRICTIONS:

The Director has the authority to immediately restrict, during the life of this agreement, the weight or speed of the vehicles on the roadway below the legal limits applicable to such roads and vehicles for the following reasons, included but not limited to:

- A. Temporary road closures;
- B. Temporary weight restrictions caused by weather conditions;
- C. Weight restrictions posted on County bridges; and/or
- D. Where continued unrestricted use of road under this Agreement will endanger public health, safety or welfare thereon.

1. GENERAL TERMS:

Once this Agreement has been executed and is on file with the County, the County will issue a haul route permit to the Contractor. A copy of the permit shall accompany each vehicle of the Contractor using any County haul road, and shall be shown upon demand to representatives of the County or any law enforcement officer.

2. COMPLIANCE WITH LAWS AND REGULATIONS:

The Contractor shall comply with all Federal, State, and local laws and regulations.

3. REVOCATION AND TERMINATION:

This Agreement may be terminated by the Director and the haul route permit revoked when any of the following occurs:

- A. Violation by the Contractor of any of the terms of this Agreement.
- B. Untimely Contractor payment of any County invoice.
- C. Where continued use by the Contractor of County roads under this agreement will endanger public health, safety or welfare.
- D. The Contractor notifies the Director by certified mail that he/she has permanently ceased hauling operations at which time a post-inspection will be conducted and an invoice issued for final payment.

Upon termination of this Agreement, for any reason, the Contractor shall immediately discontinue hauling operations covered by this Agreement.

The termination of this Agreement shall not prejudice the County's right to collect damages incurred theretofore or thereafter accruing, on account of Contractor's use of the road.

If, after revocation of this agreement, the Contractor wishes to resume operation, the Contractor shall request to enter into a new agreement.

4. SEVERABILITY:

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

5. SCOPE AND CONSTRUCTION OF TERMS:

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

6. NOTIFICATION:

All notices and oral or written communications relating to this agreement may be forwarded to:

On behalf of the County:

\_\_\_\_\_  
Title: \_\_\_\_\_

On behalf of the Contractor:

\_\_\_\_\_  
Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of this \_\_\_\_ day of \_\_\_\_, 20\_\_, this Agreement shall remain in effect until revoked or terminated as provided under Section 13.

COUNTY OF \_\_\_\_\_

CONTRACTOR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

County Engineer

Title: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON )

)SS (Individual Acknowledgment Form)

COUNTY OF \_\_\_\_\_ )

This is to certify that on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, a notary public, personally appeared \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument, and acknowledged to me that \_\_\_\_ signed the same as \_\_\_\_ free and voluntary act and deed; that he/she/they have the authority to sign this document as he/she/they have indicated, and for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_



ACKNOWLEDGEMENT

STATE OF WASHINGTON )

)SS (Corporation Acknowledgment Form)

COUNTY OF \_\_\_\_\_ )

This is to certify that on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, a notary public, personally appeared \_\_\_\_\_, and \_\_\_\_\_, of the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_

\_\_\_\_\_ COUNTY  
DEPARTMENT OF PUBLIC WORKS

APPLICATION FOR A HAUL ROAD PERMIT & JOINT SITE INSPECTION FORM  
Pursuant to Ordinance No. \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

County Roads to be Utilized as Haul Route

Road Name & Number	Surface Type	Miles
_____	_____	M.P. ___ to M.P. ___
_____	_____	M.P. ___ to M.P. ___
_____	_____	M.P. ___ to M.P. ___
_____	_____	M.P. ___ to M.P. ___

Estimated Quantities to be Transported – cy/tons/Mbf

Quantity _____	Vehicle Type _____	Trips/Day _____
Quantity _____	Vehicle Type _____	Trips/Day _____
Quantity _____	Vehicle Type _____	Trips/Day _____
Quantity _____	Vehicle Type _____	Trips/Day _____

Haul Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Date of Site Inspection: \_\_\_\_\_

Initial: \_\_\_\_\_ Final: \_\_\_\_\_ Public Works Title: \_\_\_\_\_

Inspection: \_\_\_\_\_ Inspection: \_\_\_\_\_ Permittee Title: \_\_\_\_\_

\$ \_\_\_\_\_ Surety as computed by the attached formula shall remain in effect throughout the life of the Haul Route Agreement.

\_\_\_\_\_  
Department of Public Works

\_\_\_\_\_  
Permittee

Original to Department of Public Works – Copy to Permittee

BOND FORMULA

PRELIMINARY FORMULAS FOR ESTIMATING ADDITIONAL MAINTENANCE FOR HAULING OPERATIONS ON COUNTY ROADS.

TYPES OF SECURITY \_\_\_\_\_ COUNTY WILL ACCEPT:

- Cash deposit with \_\_\_\_\_ County
- A Certified Bond from a Bonding Company
- Cashier's Certified Check Payable to \_\_\_\_\_ County

Formula for Surety = \_\_\_\_\_ Loads X \_\_\_\_\_ Miles X Surface Type  
Repair Factor

GRAVEL ROADS \_\_\_\_\_ Loads X \_\_\_\_\_ Miles X \$ \_\_\_\_\_/Miles = \_\_\_\_\_

BST ROADS \_\_\_\_\_ Loads X \_\_\_\_\_ Miles X \$ \_\_\_\_\_/Miles = \_\_\_\_\_

ACP \_\_\_\_\_ Loads X \_\_\_\_\_ Miles X \$ \_\_\_\_\_/Miles = \_\_\_\_\_

TOTAL \_\_\_\_\_

NO SECURITY IS REQUIRED FOR 10 LOADS OR LESS FOR ONE SEASON COUNTY WIDE

The Minimum Bond will be \$500

Computed additional maintenance costs due to the hauling operation is in addition to normal maintenance costs. Normal annual road maintenance costs for private vehicles, light truck usage is approximately \$ \_\_\_\_\_ a mile.







## HAUL ROUTE AGREEMENT PROCEDURAL OUTLINE

- I. Notification of hauling activities – usually by Conditional Use Permit
  - A. Estimate quantity of material to be hauled.
  - B. Estimate number of trips.
  - C. Type of trucks to be used.
  - D. Projected term of hauling activity.
  
- II. Meet with applicant
  - A. Applicant identified proposed route.
  - B. Review of proposed route by agency.
    1. Safety elements – maintain public health, safety and welfare.
      - a. School zones
      - b. Residential areas
      - a. Parks and public facilities
    1. Approve or alter requested route.
  - C. Pre-inspection of haul route
    1. Inventory roads
      - a. Walk through (if necessary) – video entire route
      - b. Photograph questionable areas and milepost them
      - b. Describe and document physical condition of roadway
      - c. Establish and set speed limit if required
      - d. Document maintenance history
    2. Summary of inventory
      - a. Description of existing condition
      - b. Anticipated normal maintenance requirements for term of Haul route Agreement
      - c. Explanation of what will be considered additional maintenance
      - d. Concurrence of summary by applicant
  
- III. Enter Haul Road Agreement with \_\_\_\_\_ County
  
- IV. Inspections during hauling activities, if required, with applicant
  
- V. Post inspection of haul route
  - A. Repeat applicable sections of pre-inspection inventory of roads.
  - B. Develop cost estimate of additional maintenance.
  - C. Submit to applicant.
  - D. Negotiate settlement.
  
- VI. Terminate Haul Route Agreement

## HAUL ROUTE AGREEMENT PROCEDURES

- I. Notification of hauling activities – (Example: Conditional Use Permit/SEPA)
  - A. Estimate quantity of material to be hauled.
  - B. Estimate number of trips.
  - C. Type of trucks to be used.
  - D. Projected term of hauling activity.
  
- II. Meeting with applicant and County
  - A. Applicant identifies proposed route.
  - B. Review of proposed route by agency.
  - C. Pre-inspection of haul route.
  
- III. Enter into Haul Road Agreement with \_\_\_\_\_ County.  
Issue Haul Route Permit.
  
- IV. Inspections during hauling activities, if required with Contractor.  
Contractor notifies County of ceasing hauling operation.
  
- V. Agreement Termination Process
  - A. Conduct post-inspection inventory of roads.
  - B. Develop cost estimate of additional maintenance.
  - C. Submit to Contractor.
  - D. Negotiate settlement.
  - E. Terminate Haul Route Agreement.