

Local Agency Heavy Haul Corridor Agreement	Organization and Address:	
Agreement Number: <b>GCA 4584</b>	City of Tacoma Public Works Department 747 Market Street Rm. 520 Tacoma WA 98402	Port of Tacoma One Sitcum Plaza Tacoma WA 98401
State Route: 509		
Vehicle Restrictions: See Section 7	Description of designated state highway segment: State route 509 between milepost 0.25 and milepost 3.88.	

This agreement is made and entered into this 9<sup>th</sup> day of December, 2005, among the State OF WASHINGTON, Department of Transportation, (hereinafter the "State"), the City OF TACOMA, (hereinafter the "City"), and the Port OF TACOMA, (hereinafter the "Port").

**WHEREAS**, State route (SR) 509 is a state highway beginning at a junction with SR 705 at Tacoma, thence northeasterly to a junction with SR 99 in the vicinity of Redondo, and

**WHEREAS** the State is responsible pursuant to RCW 47.01.260 for planning, locating, designing, constructing, improving, repairing, operating, and maintaining state highways, including bridges and other structures, and

**WHEREAS** the Port is a Pierce County-wide port district, with a significant number of marine terminals and transload facilities located within and adjacent to the City of Tacoma, and

**WHEREAS** the City has pursuant to Tacoma City Ordinance No. 27252 designated a short heavy haul industrial corridor within Port district property which corridor abuts SR 509, and

**WHEREAS**, the State, City and Port recognize the need to preserve the highway infrastructure, to contribute to the safety of the motoring public, to comply with federal and state rules and regulations, and to prevent the proliferation of overweight movements of containers beyond the designated heavy haul corridor, and

**WHEREAS**, the State, City and Port recognize that the use of the defined corridor will dramatically improve the economy and efficiency of moving overweight containers used in international trade within Port district property, and, as a result, may cause additional maintenance expenses to be incurred by the State for the designated highway segment, and

**WHEREAS** the Port Commission has requested that the State enter into an agreement with the Port and City of Tacoma with respect to that portion of SR 509 beginning at milepost 0.25 in the vicinity of East 'D' Street and ending at milepost 3.88 in the vicinity of Taylor Way, for the purpose of identifying, managing, and maintaining a short heavy haul industrial corridor for the movement of overweight sealed containers used in international trade, and

**WHEREAS**, the State has agreed to designate a section of SR 509 as a heavy haul corridor for the purpose of transporting overweight sealed containers used in international trade, as authorized under RCW 46.44.0915 and WAC 468-38-375,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The State designates that portion of SR 509 beginning at milepost 0.25 in the vicinity of East 'D' Street and ending at milepost 3.88 in the vicinity of Taylor Way, as a heavy haul industrial corridor for the movement of overweight sealed containers used in international trade (the "SR 509 Heavy Haul Industrial Corridor"). The State hereby agrees to the use of the designated highway segment as a heavy haul corridor subject to the conditions contained herein.
2. Immediately prior to the beginning of the SR 509 Heavy Haul Industrial Corridor's use as a heavy haul corridor, the parties shall make a joint condition inspection and the State shall prepare a memorandum record of the condition of the designated highway segment. The memorandum record shall include a statement of the extent and frequency of routine maintenance and repair operations normally carried out by the State on the SR 509 Heavy Haul Industrial Corridor and include photographs showing the existing roadway.
3. The State agrees to operate and to provide routine maintenance and repair of the SR 509 Heavy Haul Industrial Corridor.
4. The State will monitor the SR 509 Heavy Haul Industrial Corridor for evidence of extraordinary damage that is the result of its use as a heavy haul corridor by permitted vehicles. If in the opinion of the State such extraordinary damage has occurred, the State may give notice of its intent to terminate this Agreement to the City and the Port. The notice shall include documentation of the extraordinary damage and the estimated cost of repair.
5. Such notice of intent to terminate shall not be effective until 90 days after receipt; provided further that, this Agreement may not be terminated for the reason of extraordinary damages, if the City and the Port agree to reimburse the State for the reasonable costs of the State to repair such extraordinary damage.
6. In the event of a dispute over the terms of this Agreement and/or the extent of extraordinary maintenance and repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility, the Secretary shall give consideration to the memorandum record provided for in Section 2. The conclusions of the Secretary as to the extent and amount of such extraordinary maintenance and repair shall be final and conclusive as to all parties to this Agreement.
7. The State, City and Port, including the enforcement resources of the City, will promote compliance with the vehicle restrictions herein contained and hold accountable violators of said restrictions. The specific vehicle restrictions include: (a) the overweight allowances authorized for a vehicle configuration must not exceed the single axle and/or axle group weight limits established in RCW 46.44.091; (b) the gross weight of any configuration used under this Agreement shall not exceed one hundred five thousand pounds; (c) each vehicle shall have an original, current special motor vehicle permit stating the authorization to haul sealed containers used in international trade; (d) under no circumstances shall a vehicle hauling overweight sealed containers for use in international trade be authorized on any portion of a state highway outside of the SR 509 Heavy Haul Industrial Corridor.
8. Except as provided in paragraph 5, the State may suspend or terminate this Agreement at any time, in whole or part, by oral or written order, whenever: (a) in the State's opinion, there is noncompliance with the criteria set forth in Sections 2 (memorandum record) or 7; or (b) the State determines that the negative impact to the SR 509 Heavy Haul Industrial Corridor outweighs the benefit of providing the overweight allowances.
9. The State, City and Port agree that unless this Agreement is otherwise terminated, this Agreement shall automatically renew without action by any of the Parties for successive five year periods commencing June 30, 2010, unless any Party gives written notice of termination to the other Parties no less than 90 days prior to June 30, 2010 for this initial renewal term, and 90 days prior to the commencement of each of the following renewal terms. The Parties may modify this Agreement only by written amendment, signed by each Party.
10. No liability shall attach to the State, City or Port by reason of entering into this Agreement, except as expressly provided herein.

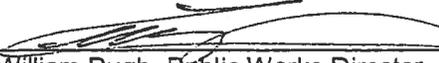
Local Agency  
Heavy Haul Corridor  
GCA 4584

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

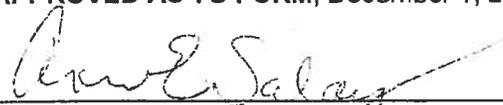
**CITY OF TACOMA**

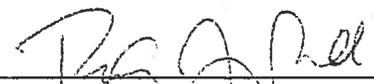
By   
For Gummada Murthy  
Title Director of Maintenance & Operations  
Date 12/1/05

By   
William Pugh, Public Works Director  
Date 12/6/05

APPROVED AS TO FORM, December 1, 2005

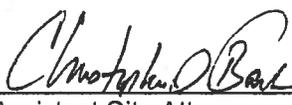
**PORT OF TACOMA**

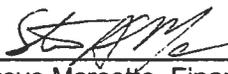
  
Ann E. Salay, AAG

By   
Title \_\_\_\_\_  
Date 12/9/05

Any changes to this form requires further  
Approval of the Office of the Attorney General

**APPROVED AS TO FORM FOR CITY:**

 12/05/05  
Assistant City Attorney

  
Steve Marcotte, Finance Director  
PS

# GCA 4584

## AMENDMENT NUMBER 1

**THIS AMENDMENT NO. 1** to Agreement GCA 4584, is between the Washington State Department Of Transportation, hereinafter "WSDOT," the City of Tacoma, herein after the "City," and the Port of Tacoma, hereinafter the "Port."

**WHEREAS**, the Parties previously entered into Agreement GCA 4584 on December 9, 2005 for the purpose of designating a portion of State Route (SR) 509 as a Local Heavy Haul Corridor (Corridor), and

**WHEREAS**, the Parties wish to amend the original Agreement according to Section 9 of the original Agreement to temporarily extend the Corridor length.

**NOW THEREFORE**, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performance contained herein,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Section 1 of the Agreement is amended to extend the corridor an additional approximate two (2) miles from milepost 3.88 to milepost 5.7.
2. The term for the use of this portion of SR 509 as a part of the Corridor shall only be effective and allowable from the date of execution of this Amendment No. 1 through June 30, 2013.
3. All other terms and conditions of the original Agreement shall remain in full force and effect except as modified by mutual supplemental agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 to GCA 4584 as of the Party's date signed last below.

WASHINGTON STATE  
DPARTMENT OF TRANSPORTATION

Printed Name: John Disbet

Signature: [Handwritten Signature]

Date: 9/12/12

CITY OF TACOMA

Printed Name: Kenneth Kingmaker

Signature: [Handwritten Signature]

Date: 9/12/12

Approved as to Form:  
[Handwritten Signature]  
Deputy City Attorney  
Jeff H. Capell

PORT OF TACOMA

Printed Name: JOHN WOLFE

Signature: 

Date: AUGUST 26, 2012

**GCA 4584**

**AMENDMENT NUMBER 2**

**THIS AMENDMENT NO. 2 to Agreement GCA 4584, is between** the Washington State Department Of Transportation, hereinafter "WSDOT," the City of Tacoma, herein after the "City," and the Port of Tacoma, hereinafter the "Port."

**WHEREAS**, the Parties previously entered into Agreement GCA 4584 on December 9, 2005 for the purpose of designating a portion of State Route (SR) 509 as a Local Heavy Haul Corridor (Corridor), and

**WHEREAS**, the Parties previously entered into Amendment No. 1 to GCA 4584 on September 12, 2012 to temporarily extend the haul road designation to SR 509 between MP 3.88 and MP 5.7 beginning September 12, 2012 and ending June 30, 2013, and

**WHEREAS**, the Parties now wish to amend the original Agreement and Amendment No. 1 according to Section 9 of the original Agreement to extend the previously designated temporary extension of the above SR 509 Corridor length to the end date of the original Agreement.

**NOW THEREFORE**, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performance contained herein,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Section 1 of the Agreement is amended to extend the Corridor an additional approximate two (2) miles from milepost 3.88 to milepost 5.7.
2. Paragraph eight of the Agreement is amended with description of the Corridor ending at milepost 5.7 in the vicinity of Norpoint Way Northeast.
3. The use of this portion of SR 509 as a part of the Corridor shall be effective and allowable from July 1, 2013 for the term identified in Section 8 and 9 of the original Agreement.
4. All other terms and conditions of the original Agreement and Amendment No. 1 shall remain in full force and effect except as modified by this Amendment No. 2.
5. Signatures  
Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 2 to GCA 4584 as of the Party's date signed last below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

Printed Name: Bill Legg  
Signature: Bill Legg  
Date: 7/25/13

CITY OF TACOMA

Printed Name: Kurtis D. Kingsolver, P.E.  
Signature: [Signature]  
Date: 7/19/13

PORT OF TACOMA

Printed Name: John Wolfe  
Signature: [Signature]  
Date: July 12, 2013