

Local Agency
Heavy Haul Corridor
GCB 1893

Local Agency Heavy Haul Corridor Agreement	Organization and Address:	
Agreement Number: GCB 1893	City of Tacoma Public Works Department 747 Market Street Room 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 3.88 and milepost 5.7	

This agreement is made and entered into between WASHINGTON STATE, Department of Transportation, (hereinafter the "State"), the CITY OF TACOMA, (hereinafter the "City"), and the Port OF TACOMA, hereinafter the "Port") collectively referred to as the "Parties" and individually referred to as the "Party."

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 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 entered into agreement, GCA 4584, on December 9, 2005 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 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 3.88 in the vicinity of Taylor Way, and ending at milepost 5.7 in the vicinity of Norpoint Way NE, 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

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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.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The State designates that portion of SR 509 beginning at milepost 3.88 in the vicinity of Taylor Way and ending at milepost 5.7 in the vicinity of Norpoint Way NE, 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 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 including 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 calendar 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

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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 the SR 509 Heavy Haul Industrial Corridor.

8. Subject to 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 July 1, 2014 for the initial term. 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.
11. The contacts for each of the Parties shall be:

Port of Tacoma:
John Wolfe, CEO
Port of Tacoma
PO Box 1837
Tacoma, WA 98401
253/383-5841

City of Tacoma:
Chris E. Larson
Engineering Division
747 Market St
Tacoma, WA 98402
253-591-5538

WSDOT
John Nisbet
Director of Traffic Operations
310 Maple Park Avenue
P.O. Box 47336
Olympia, WA 98504-7336
360 705-7280

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Parties date last signed below

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By Bill Legg

Title State ITS Ops Engineer

Date 8/5/14

AS APPROVED AS TO FORM

Ann E. Salay
Ann E. Salay, AAG

Date 6-23-14

CITY OF TACOMA

By [Signature]

For: Kurtis D. Kingsolver, P.E.
Public Works Director
Date 7/24/14

PORT OF TACOMA

By [Signature]

Title CEO

Date 7.22.14

APPROVED TO FORM BY THE CITY:

By [Signature]

Title Dep. City Mgr.

Date 7-29-14