

BILLINGS COUNTY HAUL ROAD AGREEMENT

THIS HAUL ROAD AGREEMENT is entered into by and between Billings County, North Dakota, and (Name of Contractor) of (Address of Contractor) in consideration of mutual covenants contained herein.

It is agreed to by and between the parties that the Contractor can use, as and for a road to haul materials to and from the areas referenced below, the following road/roads as a Haul Road; this/these road/roads being (List Haul Road/Roads Here and Attach Map).

Restrictions on the use of this/these road/roads are as follows: The road must be restored to the original condition or better than was recorded during the pre-haul road inspection conducted on (Date). Contractor must also provide a (Include Dollar Amount Here) performance bond to cover any damages that may occur to the road/roads or bridge/bridges. **(List any additional items to be included below)**

It is agreed that the maintenance and restoration of this/these haul road/roads shall conform with the specifications as set forth in the most current Standard Specifications for Road and Bridge Construction as adopted by the North Dakota Department of Transportation, Bismarck, North Dakota, and all amendments thereto as well as meet other requirements set forth in this agreement.

It is agreed that while using this/these haul road/roads, the speed limit for trucks will be (List Speed Limit Here) with an (List Weight Limit Here) pound limit on this/these road/roads. It is the responsibility of the Contractor to adhere to all legal load limit requirements per their particular truck configurations and capacities. During annual road restrictions this agreement is null and void, unless otherwise stated above under special restrictions.

It is agreed that the above referenced segment/segments of road shall be subject to a pre-haul inspection by the Billings County Highway Superintendent and its engineers. There will also be a post-haul inspection. The contractor shall pay 50% of all costs for completing the pre-haul and post-haul inspections.

That (Name of Contractor) and its subcontractors shall be financially responsible to Billings County for the maintenance and restoration of the haul road/roads for damage attributable to hauling of materials, transporting and traversing of equipment in accordance with the above referenced specifications.

The North Dakota Department of Transportation agreed it shall not sign off on a haul road release until Billings County is satisfied that the road has been restored or maintained in accordance with Billings County's recommendations, if the project involves the North Dakota Department of Transportation.

It is further agreed, that any improvements to or widening of the road necessitated by the Contractor's operations, including but not limited to, modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed and shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this agreement. Any such improvement shall be requested and authorized by Billings County as a separate request from the Contractor and said improvements are not authorized by this agreement.

It is further agreed, that any snow removal completed by **(Name of Contractor)**, on the above described road/roads shall meet the reasonable and acceptable standards as prescribed by Billings County.

It is further agreed, that while hauling is in progress, if an Engineer for Billings County or the Highway Superintendent for Billings County believes that there is substantial evidence of present damage to the road occurring, that the hauling shall immediately cease upon the order of the Billings County Highway Superintendent in order for the contractor to provide appropriate repairs to the road/roads and/or bridge/bridges. In the event a hazardous road condition is identified by Billings County, the contractor will have 24 hours after notification by Billings County to complete the repair of the hazardous condition or properly sign the area according to the Manual on Uniform Traffic Control Devices currently adopted by the North Dakota Department of Transportation. Failure to complete the repair will allow Billings County employees or a qualified contractor, as determined by Billings County to complete the repair and forward the invoice to **(Name of Contractor)** for payment and/or reimbursement.

(Name of Contractor) agrees to defend, indemnify and hold harmless Billings County and its commissioners, trustees, administrators, employees, engineers and representatives (collectively the "Indemnified Party") against any and all losses, claims, damages, expenses and liabilities (including reasonable attorneys' fees) for physical damage to the road/roads and bridge/bridges arising out of the obligations identified in this agreement and for physical injury to any person to the extent resulting from or arising out of:

1. Any operations or activities of **(Name of Contractor)** on the road/roads and bridge/bridges of the Billings County that give rise to the obligations identified in this agreement;
2. Any negligent or willful misconduct on the part of **(Name of Contractor)** in connection with any operations or activities of **(Name of Contractor)** on the road/roads and bridge/bridges of Billings County that give rise to the obligations identified in this agreement; or
3. Any breach of this Agreement by **(Name of Contractor)**. Furthermore, **(Name of Contractor)** agrees to defend, indemnify and hold harmless the Indemnified Party from any third party claims arising out of the terms and conditions of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

(Name of Contractor) shall procure and endeavor to maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. Certificates of Insurance shall be provided to Billings County and shall list the Billings County as an additional insured.

General Liability – not less than \$1,000,000

Automobile Liability not less than \$1,000,000

Worker’s Comp – Statutory

(Insert any other requirements desired by the County or changes to the above noted minimums)

(Name of Contractor) must maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any liability or contractual obligation or responsibility. In the event of **(Name of Contractor)** failure to maintain the required insurance, Billings County may order **(Name of Contractor)** to immediately stop work and upon seven (7) days notice and an opportunity to cure, may pursue its remedy for breach of this Agreement as provided herein and by law.

The laws of Billings County, North Dakota shall govern this agreement, and any legal proceeding regarding this agreement shall be brought in the District Court of Billings County, North Dakota. Further, by performing these services in Billings County, North Dakota, **(Name of Contractor)** hereby submits to the jurisdiction of the District Court of Billings County, North Dakota.

The hauling of materials on **(List Haul Road/Roads Here and Attach Map)** shall cease as soon as materials to be hauled to the **(Name of Project)** have been delivered. The hauling shall commence on or after **(Insert Date)**; and that this agreement shall be in effect until a projected date of **(Insert Date)**, unless sooner revoked by Billings County.

Applicant (Representative, Company) _____

Applicant Address (Address, City, State, Zip) _____

Phone Number(s) of Applicant _____

Email _____

Dated this _____ day of _____ 20 ____

By: _____

Its: Highway Superintendent, Billings County

Attest: _____

Dated this _____ day of _____ 20 ____

By: _____

(Name of Contractor)

Attest: _____