

**LEE COUNTY SECONDARY ROADS
HAUL ROAD DAMAGES AGREEMENT**
(Approved by Lee County Board of Supervisors March 6, 2012)

THIS AGREEMENT, made this _____ day of _____, 20____ by and between _____ (Contractor) and Lee County, Iowa (County).

WITNESSED THAT:

WHEREAS, the Contractor desires to temporarily use certain roadways on the Lee County Secondary Road system to haul _____

Commencing at _____

Terminating at _____ and

WHEREAS, said hauling operation is expected to generate roadway usage clearly in excess of normal use and may result in damage to the roadway surface in the form of rutting, loss of gravel and damage to drainage structures.

WHEREAS, it is in the public's interest to have the cost of such damages reimbursed to the County upon completion of the hauling operation.

THEREFORE BE IT RESOLVED THAT: the parties to this agreement do hereby agree as follows:

CONTRACTOR AGREES TO:

1. Contact the Lee County Engineer's Office prior to commencing said hauling operations.
2. Obtain a permit for any temporary entrances prior to installation.
3. Provide to the County a certificate of general liability insurance, showing liability coverage for any and all damage to property and/or injuries to persons occurring as the result of acts of the Contractor, its employees, or others working under the direction of the Contractor.
4. Install and maintain warning signs at the site.
5. Promptly return warning signs to Lee County upon completion of the hauling operation.
6. Allow local traffic use of road during hauling operations.
7. Reshape roadway at the end of each day.
8. Restore roadway to pre-haul conditions, including repairs to drainage structures, re-shaping road top, and replacing granular surfacing or damaged pavement.
9. Reimburse the County for the cost of all roadway damages resulting from the hauling operation as determined by the County Engineer.
10. Remove or cause to be removed any temporary entrances or fills within the right of way.

COUNTY AGREES TO:

1. Issue permit for the temporary use of roadway, provided all of the above requirements have been met.
2. Furnish warning signs at the Lee County Secondary Road Maintenance Shop near Donnellson.
3. Monitor roadway conditions during hauling operations.
4. If necessary, send invoice to Contractor for any and all costs incurred in restoring roadway to pre-haul condition.

IT IS MUTUALLY AGREED THAT: If during the hauling operations the County Engineer or his designee determines excessive damage or dangerous conditions exist, the Contractor shall immediately discontinue hauling operations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

LEE COUNTY, IOWA

CONTRACTOR

By: _____

By: _____

Lee County Engineer/Assistant Engineer

(Print Contractor Name, Address, and Phone Number)