

## ROAD REPAIR/MAINTENANCE AGREEMENT

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter called the "**COMPANY**" and the **BOARD OF COUNTY COMMISSIONERS OF MUSKINGUM COUNTY, OHIO**, hereinafter called the "**COUNTY**",  
**WITNESSETH:**

That the **COMPANY** is desirous of using the County and Township Roads to haul overweight and/or oversized equipment and to use the public highways of said County and in lieu of executing numerous special haul permits; and

WHEREAS, the **COUNTY and TOWNSHIP** is charged with the maintenance of the public highways in the County; and WHEREAS, it is the desire of both the **COMPANY** and the **COUNTY** to preserve and maintain the public roads that will be used by said **COMPANY**:

**NOW, THEREFORE, BE IT HEREBY AGREED** that in consideration of the mutual promises and benefits herein contained, the **COMPANY** shall use: (Insert Road Names here)

1. **THE COMPANY** agrees to maintain said highway so that ordinary traffic may use said highway(s) in as good a condition as the highway(s) presently are during the time that the **COMPANY** uses said highway(s) and further agrees to restore said highway(s) at the cessation of the usage by the **COMPANY** in as good a condition at least equal to the condition of the surface of said highway at the time of inception of the usage by the **COMPANY**. The existing condition of said highway(s) shall be documented and recorded by the county engineer prior to the commencement of hauling activities. The **COMPANY** may send a representative to review the highway(s) with the county engineer. Copies of the county engineer's record shall be kept on file at the Engineer's office and provided to the **COMPANY** prior to the commencement by the **COMPANY** of any maintenance or improvements to the highway(s). The **COMPANY and COUNTY** agree that there are other users on the highway(s) and **COMPANY** will only be responsible for damages directly caused by **COMPANY** and its agents and subcontractors.

2. The **COMPANY and COUNTY** can further agree to strengthen or upgrade said highway(s) as determined by the county engineer prior to the commencement of hauling operations, if so desired by both parties.

3. All reasonable costs for strengthening or upgrading said highway(s) will be paid by the **COMPANY**.

The county engineer will produce a reasonable cost estimate to be approved by the **COMPANY**, for which the total shall be paid to the **COUNTY** prior to any work being performed to strengthen or upgrade said highway(s).

4. It is further agreed that anytime a dispute arises between the **COUNTY** and the **COMPANY** with reference to the maintenance or restoration that both parties shall inform one another promptly following the occurrence or discovery of such dispute. Authorized representatives for the **COUNTY** and the **COMPANY** shall make good faith efforts to resolve any dispute arising under this **AGREEMENT**.

5. Snow removal and ice control shall remain the responsibility of the **COUNTY** and/or **TOWNSHIP**, but can be sublet or performed by the **COMPANY**, if terms are agreed upon by both parties.

6. In the event the **COMPANY** fails to comply with the terms of this **AGREEMENT** and the **COUNTY** must perform necessary maintenance and or restoration, the following rates will apply:

OVERWEIGHT/OVERSIZE LOAD ESCORT WITH TRUCK - \$45.00 per hour	
HIGHWAY WORKER - \$30.00 per hour	ROADWAY BROOM - \$45.00 per hour
SUPERVISOR - \$35.00 per hour	CHIPPER - \$35.00 per hour
PICK UP TRUCK – \$15.00 per hour	SEMI-TRUCK - \$50.00 per hour
DUMP TRUCK – \$35.00 per hour	TRAILER - \$25.00 per hour
WELDING TRUCK – \$35.00 per hour	ROLLER - \$35.00 per hour
BOOM TRUCK – \$50.00 per hour	SEMI-TRAILER/LOWBOY – \$35.00 per hour
DISTRIBUTOR TRUCK - \$35.00 per hour	ASPHALT ZIPPER - \$130.00 per hour
BUCKET TRUCK - \$40.00 per hour	DURAPATCHER - \$100.00 per hour
TRAC-HOE - \$65.00 per hour	GRADALL OR ROAD GRADER - \$65.00 per hour
MINI-HOE - \$45.00 per hour	CHIP SPREADER OR BERM BOX - \$65.00 per hour
DOZER - \$45.00 per hour	
BACKHOE - \$40.00 per hour	
ARTICULATED LOADER - \$50.00 per hour	
MATERIALS: AGGREGATE/COLDMIX/ASPHALT EMULSION, ETC. – Reasonable cost of material	

OTHER EQUIPMENT AS NEEDED – as mutually agreed upon by both parties.

7. Full payment from the **COMPANY** shall be rendered within 45 days from the receipt of an invoice from the **COUNTY**. Failure to comply by the **COMPANY** for a period of 45 days after the **COUNTY** has made a written demand upon the **COMPANY** for such failure to comply shall subject the **COMPANY** to the requirements of security for future agreements and individual special haul permits for each trip in excess of weight limits utilizing said highway(s).

8. This **AGREEMENT** shall remain in effect so long as the **COMPANY** continues to operate vehicles exceeding applicable weight and size limits on said roadways. At such time as the **COMPANY** might discontinue operating such vehicles on said roadways, the **COMPANY** may send written notice to the **COUNTY** of its intent to do so. Upon such notification, all terms and provisions of this **AGREEMENT** shall become inoperative, except **that if there are any obligations of the COMPANY hereunder that remain unfulfilled at the time of such notification, the COMPANY shall remain obligated to fulfill the same.**

9. Upon the request of the **COMPANY**, the **COUNTY** shall countersign a letter for use by the **COMPANY** evidencing whether the movement and transportation of overweight and/or oversized equipment on the highway(s) have been properly permitted by the County and such letter shall be used as evidence of such authorization in lieu of receiving special hauling permits. Overweight or oversize vehicles require notification to the county engineer's office prior to 3 pm one business day prior to hauling. The county engineer will determine the need for an escort. The **COMPANY** shall pay for escort services at the rate of \$45/hour. This includes one vehicle and one inspector. The purpose of the escort is to assure that all bridges are crossed at 5 mph and the vehicle meets the criteria of this agreement. Any other necessary escort services are the full responsibility of the **COMPANY**.

10. In lieu of proper maintenance by the **COMPANY**, the **COUNTY** shall not act on behalf of, nor at **COMPANY** expense, until the following actions have been taken and conditions exists.

(A). A phone call from the County Engineer's Office stating need for specific maintenance and or restoration;

(B). **COUNTY** has allowed reasonable length of time for **COMPANY** to perform as per request.

Reasonable length of time is hereby defined as being 72 hours, weather permitting, unless otherwise authorized in writing by fax or electronic mail; and

(C). No action taken by **COMPANY**.

11. In order to provide a safe work site the following shall be followed by the COMPANY:

- Provided traffic control for roadway operations in accordance to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).
- Prior to any work in the roadway, the COMPANY shall supply a name and 24-hour contact for an on-site project manager.
- Invite the County Engineer to a pre-construction meeting that outlines the timeline, scope of work and overall plan for each construction season. The on-site manager should provide a monthly update to our assigned inspector for the project.
- Provide a manifest listing of vehicles, weights and expected delivery route and schedule prior to hauling.
- Post signs stating 'NO PIPELINE TRUCKS' on roadways not included in this agreement.
- Post address signs at each crossing, on both sides of the roadway for ease in identifying location for Fire and EMS.

12. The actual pipeline crossings of public roadways shall meet the following expectations:

- COMPANY shall share requirements and be responsible for their subcontractor's actions on the public right of way.
- Pipelines shall be a minimum of six feet (6') below the existing ditch line.
- Roadway crossings shall be jack and bore unless otherwise approved by the county engineer.
- Plans for each roadway crossing shall be submitted along with a schedule at least 1 week prior to construction. The county engineer will inspect the roadway crossings at no charge to the COMPANY.

13. This **AGREEMENT** shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This **AGREEMENT** may be amended only by a written agreement signed by the parties. This AGREEMENT shall be binding on the parties and upon the COMPANY'S successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed on the day and year above written.

COMPANY:

\_\_\_\_\_

COUNTY:

Board of County Commissioners  
Muskingum County, Ohio

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Title

\_\_\_\_\_

\_\_\_\_\_