

NAME: _____

**OVERSIZE (PERMITTED LOADS) LOAD TRANSPORT
AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between **PIERCE COUNTY**, (hereinafter called "**COUNTY**") and
_____ (hereinafter called "**PERMITTEE**").

WHEREAS, the **COUNTY** operates (2) ferries servicing the Town of Steilacoom,
Anderson Island, and Ketron Island; and

WHEREAS, the **PERMITTEE** desires to utilize the Pierce County Ferry system,
including the ferry landings and vessels, to transport one (1) or more oversize loads
(hereinafter "oversize load") during the term of this Agreement; and

WHEREAS, the **PERMITTEE** initially desires to conduct such transport, using:
(i) the Steilacoom Terminal and/or the Anderson Island or Ketron Island Ferry terminus, and
(ii) one of the Pierce County ferries; and

WHEREAS, the **COUNTY'S** established ferry route operations and service will not
be materially disrupted or inconvenienced thereby; and

WHEREAS, the **COUNTY** consents to such transport, subject to the terms and
conditions herein;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and
performances contained herein, the parties hereto agree as follows:



I.
DESCRIPTION OF SERVICES

The **COUNTY** authorizes the **PERMITTEE** to use the Pierce County ferry Terminals and Vessel to transport an oversize load, subject to the following conditions:

1. The Vessels may be used to transport an oversize load in one (1) to four (4) sections on separate trucks, depending in section sizes, on specific dates to be coordinated with and pre-approved by **COUNTY**. The specific boarding times and procedures shall also be coordinated with the **COUNTY** in advance.
2. The **PERMITTEE** shall provide a detailed drawing of each oversize load to be transported to the Ferry system General Manager at least one month prior to each transport. Each drawing must show end and side views of each oversize load, and include all critical dimensions of the oversize load and the transporting vehicle together, including but not limited to total height, length, width, overhang, and position of the vehicle's axles. All such dimensions must be precise, actual measurements, and not estimated. The **PERMITTEE** is solely responsible for the accuracy of these measurements.
3. The Terminals and Vessels shall remain in regular scheduled service during all such **PERMITTEE** activities.
4. The **PERMITTEE** shall provide sufficient personnel to guide the oversize load as it enters and exits the Terminal properties. All personnel shall wear safety vests, and crew leaders shall be equipped with two-way radios or cellular telephones.
5. The **PERMITTEE** shall be fully responsible for the actions of its representatives while on **COUNTY** property pursuant to this Agreement.
6. The **PERMITTEE** remains fully responsible for all clean-up costs and property damage to the Terminal and/or Vessels arising from the **PERMITTEE'S** activities under this Agreement.



II.
TERM

This Agreement shall commence on the date first written above and shall expire when the transport is complete.

III.
PAYMENT

Overwidth vehicles (11+ feet wide) shall be charged twice the normal rate in accordance with the current published fare schedule. In addition, in consideration of the **COUNTY'S** additional administrative services hereunder, the **PERMITTEE** shall pay to the **COUNTY** a Two Hundred Dollar (\$200.00) non-refundable administrative fee. The **PERMITTEE** shall pay all applicable passenger and vehicle fares for its personnel and vehicles boarding the Vessels. The **PERMITTEE** shall pay such fees by cash or credit card at the terminal at the time of service of the first transport hereunder.

IV.
INDEMNITY

PERMITTEE, for itself and on behalf of its officers, agents, employees, successors and assigns, agrees to indemnify, defend, and hold **COUNTY** and its officers, agents, and employees harmless from, and shall process and defend at its own expense (including costs and attorney's fees), all claims, demands, or suits at law or equity arising out of the **PERMITTEE'S**, its officers', agents', or employees' transport activities under this Agreement; **Provided**, nothing herein shall require the **PERMITTEE** to indemnify, defend, and hold **COUNTY** harmless from claims, demands, or suits based solely upon the negligence of **COUNTY**, its officers, agents, or employees.



V.
INSURANCE

- A. **PERMITTEE** shall procure and maintain, at its sole expense including the cost of premiums, deductibles, and other policy related charges, the following insurances:
1. All risk first party cargo/property insurance upon the oversize load (as defined above), to the full delivered value(s) thereof plus the cost of freight and insurance; and
 2. General liability insurance including contractual liability coverage for its indemnity obligations hereunder, with any watercraft exclusion deleted throughout and limits of at least \$1,000,000 per occurrence; and
 3. Comprehensive Automobile Liability Insurance with coverage for owned, non-owned, and hired vehicles with limits no less than \$1,000,000 for bodily injury and property damage per occurrence combined single limit.
- B. Conditions.
1. All policies required of **PERMITTEE** under A. above shall provide waiver of subrogation to Pierce County, HMS Ferries, Inc., their offices, agents, and employees.
 2. **PERMITTEE'S** cargo/property, general liability, and auto insurances, required at subsection A., 1., 2., and 3. above, shall name Pierce County, HMS Ferries, Inc., their offices, agents, and employees as additional insured(s), and be primary and noncontributory as to any insurance of **PERMITTEE**, to the full extent of **PERMITTEE'S** indemnity obligations under this agreement.
 3. All insurances required of the parties shall otherwise be upon formats and with underwriting security reasonable and acceptable to both parties. Upon execution of this agreement and in any event prior to the commencement of services, each party shall provide the other with certificates of insurance confirming that the insurances and conditions above have been procured and are being maintained as required; all insurance certificates shall be scanned and emailed to PCFERRY@co.pierce.wa.us. There shall be no material change in any insurance policy during the agreement term without the prior written consent of the non-procuring party. Each policy shall provide at least



ten (10) days' advance written notice to both parties in the event of any cancellation, non-renewal, or other material change.

- C. **Failure of Insurance.** **PERMITTEE** agrees to indemnify and hold harmless (including litigation costs and legal fees) Pierce County and HMS Ferries, Inc. of and from any policy deductible or premium obligation allocated to it, from the failure to provide and maintain an insurance as required above, from the failure (for any reason) of any insurance, and/or from any other breach of the insurance requirements in this section. The foregoing shall cover, as well, any breach of warranty or other policy condition.

VI. ASSIGNMENT, SUBCONTRACTING

The **PERMITTEE** shall not assign, delegate, or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the **COUNTY**.

VII. TERMINATION

A. **Termination of Transport for Convenience**

1. The primary function of **COUNTY** is to provide uninterrupted, scheduled ferry transportation for the public. **PERMITTEE** recognizes, therefore, the right of **COUNTY** to: (i) change the Vessels without prior notice; or (ii) terminate any transport for convenience at any time before or after Vessel sailing due to unforeseen circumstances, all without any liability whatsoever to **COUNTY**. **COUNTY** shall provide the **PERMITTEE** as much advance notice as reasonably possible in the event of such decision.
2. The **PERMITTEE** may terminate a transport for convenience by giving **COUNTY** written notice at least twenty-four (24) hours prior to the scheduled commencement of that specific transport (contact: General Manager, HMS



Ferries, Inc., 253-588-1950). In such case, neither party shall have any further obligation to the other party. If the **PERMITTEE** terminates a transport less than twenty-four (24) hours prior to its scheduled commencement, **COUNTY** may invoice the **PERMITTEE** for a Five Hundred Dollar (\$500) late cancellation fee.

B. Termination of Agreement for Convenience

Either party may terminate this Agreement for convenience upon at least thirty (30) days' prior written notice to the other party.

C. Termination of Transport and / or Agreement for Default

Upon prior written notice to the **PERMITTEE**, **COUNTY** may also terminate a transport and/or the Agreement for the **PERMITTEE'S** failure to perform or abide by any material provision of this Agreement. In the event of such default termination, **COUNTY** may pursue any and all legal remedies arising from such default.

**VIII.
NOTICE AND REQUESTS**

All notice and requests in connection with this Agreement shall be in writing and delivered in person or sent by first class mail, email, or facsimile addressed as shown on Exhibit A attached hereto and by this reference incorporated herein. The effective day of any such notice or request shall be the date on which it is received by the addressee.



**IX.
ENTIRE AGREEMENT**

This Agreement constitutes the full agreement between the parties. There are no terms, obligations, covenants, or conditions other than those contained herein. This Agreement may not be modified except by a written agreement signed by both parties hereto.

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

**PIERCE COUNTY
PLANNING & PUBLIC WORKS DEPARTMENT**

By: _____
Dennis Hanberg, Director

PRINT COMPANY NAME: _____

PRINT NAME OF SIGNER: _____

By: _____
(Signature, Title)

Federal ID # : _____

Approved as to form:

Deputy Prosecuting Attorney



EXHIBIT A

NOTICE AND REQUEST CONTACTS

For purposes of Agreement, the parties' representatives shall be as follows:

COUNTY: Dennis Hanberg, Director
Pierce County Planning & Public Works Dept.
2702 S. 42nd St., Suite 201
Tacoma, WA 98409

(253) 798-2754

Lauren Behm, Administrator
Airport and Ferry Division
2702 S. 42nd St., Suite 201
Tacoma, WA 98409

(253) 798-2421
FAX (253) 798-2740

HMS Ferries, Inc.
General Manager
56 Union Ave.
Steilacoom, WA 98388

(253) 588-1950
FAX (253) 588-5299
scaputo@hmsgm.com

PERMITTEE:

Company name and address

Attention: _____
Cell: _____
Email: _____

(Operational and
Contract Issues)

