

Interim Access Agreement Household Goods Carriers

1. INTRODUCTION;

This Agreement is entered into between the California Department of Transportation (Department), the Department of California Highway Patrol (CHP), and household goods carriers (HGCs)

2. RECITALS;

Federal and State exemptions allow licensed HGCs using Surface Transportation Assistance Act (STAA) trucks to use routes off the STAA route network, including SR 101 through Richardson Grove. The Code of Federal Regulations, Title 23, Section 658.19 says that "no State may enact or enforce any law denying reasonable access" to HGCs. California Vehicle Code Section 35401.5(f) allows licensed HGCs with STAA trucks to travel off the STAA network if the travel is "necessary and incidental."

HGCs that move only within California ("intrastate" carriers) must be licensed through the California Public Utilities Commission (CPUC). HGCs that move across state lines ("interstate" carriers) must be licensed through the U.S. Department of Transportation's Federal Motor Carrier Safety Administration

Because of changes in the Surface Transportation Assistance Act (STAA), HGCs seeking to reach certain locations in Humboldt County, California, must detour an additional 700 miles into Oregon on State Route (SR) 101 through Richardson Grove. This presents an economic hardship to HGSs. This agreement would minimize the distances that HGCs travel to reach points of loading and unloading in Humboldt County. This agreement is only applicable to licensed HGCs, and is consistent with state and federal regulations.

3. TERM;

This agreement will initially be operative for a ninety (90) test period. At the conclusion of the test period, all parties will review the success of the Agreement.. If it is deemed successful but all parties, it may be continued for an additional one (1) year term, by written amendment signed by all parties. At the end of the first one (1) year term, the Agreement may be renewed

4. APPLICABLE LOCATION;

This agreement applies to the following segment of SR 101:

Location #	DESIGNATION	COUNTY	POSTMILES	LENGTH	LOCATIONS
1	California Legal Advisory (yellow)	HUM	0.00 to 2.919/5.148	2.919	County line to near Benbow Dr.
2	California Legal (yellow)	MEN	91.245 to 104.150	14.139	Jct SR 1 to County line

5. RESPONSIBILITY of HOUSEHOLD GOODS CARRIER (HGC);

The HGC shall be knowledgeable and in compliance with all applicable California conditions, requirements under this Agreement, and laws for the use of the California highway system.

6. TERMINATION

This agreement shall automatically terminate with the HGC if any of the following take place;

- A. If transportation takes place beyond the times and dates indicated.
- B. If any portion, part or section has been altered or if any attempt to alter other than by written amendment, signed by all parties.
- C. If used to represent proper authority for carrying a load and/or moving a vehicle which is not specifically described on the face of the agreement.
- D. If used to represent proper authority for carrying a load and/or moving a vehicle by any company not specifically named on the agreement.
- E. By written ninety (90) day prior notification to all parties by any party hereto

7. REPAIR OF DAMAGE ;

In accepting this agreement, the HGC agrees to repair at its own expense and to the satisfaction of the District Director of the Department any damage to highway appurtenances or structures resulting from travel under this agreement. Notwithstanding, work or repair may be done by the Department at the sole option of the District Director of the Department, the cost to be borne by the HGC.

In the event of damage to State highway facilities such as bridges, traffic signals, light standards and other appurtenances, a written report must be filed with the Department within five working days after such damage has been done. Failure to make this report will be considered cause for cancellation of all agreement privileges pending a satisfactory arrangement with the Department for repair or replacement of the damaged facility.

8 ACCIDENT REPORTING;

Accidents occurring while operating under this agreement and requiring a report to the Department of Motor Vehicles under CVC Section 16000 shall also be reported to the Department. A copy of the agreement and accident report shall be mailed to; Department of Transportation, Traffic Operations MS-36, 1120 N Street, Sacramento, 94274-0001 or faxed to (707) 445-6314 within 30 days of the date of the accident. Failure to mail these copies will be considered cause for cancellation of this agreement.

9. MOVING IN INCLEMENT WEATHER;

Movement shall not occur in snow, fog, rain or wind when visibility is restricted to less than 1,000 feet (304.8 meters). Movement is prohibited when road surfaces are hazardous due to rain, ice, snow or frost, or when use of tire chains is mandatory. Any accident caused by excessive wind or weather conditions shall be considered a prima facie violation of this agreement.

10. MOVEMENT DURING DARKNESS;

The HGC may not travel during darkness. "Darkness" is defined in Section 280 of the CVC as being "...any time from one-half hour after sunset to one-half hour before sunrise...". Reference to "sunset" and/or "sunrise" on the Agreement includes this one-half hour grace period before and after sunrise and sunset.

11. CALIFORNIA HIGHWAY PATROL (CHP) ESCORT;

The HGC must have CHP escort while traveling under this agreement is applicable only to Location #1, the approximately 3-mile segment of SR 101 under paragraph 4: Location. Escorts are not required for Location #2, in paragraph 4: Location. The exact locations for the escort to begin and end are to be determined by the CHP. HGCs must contact the Garberville Area CHP office at least 24 hours in advance to arrange such escort at (707) 923-2155. The local CHP area Commander shall have sole and final approval as to whether an escort can be accomplished dependent upon, but not limited to,

such factors as weather and availability of personnel. The CHP may discontinue providing the escort service upon 30 days written notification in the event that the operational needs of the CHP's area office will no longer allow such service.

12. INDEMNIFICATION;

With the exception that this section shall in no event be construed to require indemnification by the Household Goods Carrier (HGC) to a greater extent than permitted by law, the HGC shall defend, indemnify and save harmless the State of California, by and through the Department and CHP including, but not limited to; its officers, directors, agents and employees, and each of them (Indemnitees) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (as defined by Government Code Section 810.8) arising out of or in connection with the issuance or implementation of the Interim Access Agreement for:

- A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including but not limited to, the public, any employees or agents of the HGC, the State of California by and through its Department of Transportation and Department of the California Highway Patrol, including its officers, directors, agents and employees and each of them (Indemnitees) and;
- B. Damage to property of anyone including loss of use thereof, caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the HGC, its agents or employees.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The HGC's obligation to defend and indemnify shall not be excused because of the HGC's inability to evaluate liability or because the HGC evaluates liability and determines that the HGC is not liable to the claimant. The HGC will respond in writing within 30 days to the tender of any claim for defense and indemnity by one or both of the Indemnitees, unless this time has been extended in writing by the State.

With respect to third party claims against the HGC, the HGC waives any and all rights for any type of express or implied indemnity against the State, its directors, officers, employees or agents (Indemnitees).

13. INSURANCE;

Insurance shall conform to the following requirements:

The HGC shall, at the HGC's expense, procure and maintain commercial liability insurance on all vehicles owned, hired and non-owned, operating pursuant to the Interim Access Agreement with companies acceptable to the State of California, by and through its Department and the CH. The State of California, by and through its Department of Transportation and Department of the California Highway Patrol shall be named as additional insured's on both primary and excess insurance coverage.

The limits of liability shall be not less than \$1,000,000 primary coverage; combined single limits each accident for bodily injury, wrongful death and property damage and \$2,000,000 excess or umbrella liability coverage.

Any insurance company used by the HGC to fulfill its insurance obligations under the Interim Access Agreement must have an A-VII Best rating. Prior to the start of the Interim Access Agreement, evidence of insurance in the form of insurance policies, certificates of Insurance and any "additional insured" endorsements shall be furnished by the HGC to the Department of Transportation, District One Office, located at 1656 Union St., Eureka, CA 95501 and the California Highway Patrol, Garberville Area Office, located at 30 West Coast Rd., Redway, CA 95560-9999. All insurance shall be kept in full force and effect for the entire term of the Interim Access Agreement. It is the responsibility of the HGC to ensure there is no lapse, cancellation or reduction of coverage and to provide continuing proof of insurance and additional insured endorsements at all times.

Indemnitees may take any steps necessary to assure the HGC's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the HGC shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish Indemnities with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the HGC fails to maintain the required insurance coverage, Indemnitees may immediately terminate the Interim Access Agreement. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the HGC for liability in excess of such coverage, nor shall it preclude Indemnitees from taking other actions available under any other provision of the Interim Access Agreement or law. Failure of Indemnitees to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

The insurance requirements for the HGC, set forth above, shall apply as primary coverage for Indemnitees. Any other insurance or self-insurance maintained by the Department of Transportation shall be excess only and shall not be called upon to contribute with insurance provided by the HGC.

Access Agreement

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By signing below, all parties have read the terms and conditions outlined in this agreement and agree to adhere to them.

Mark Suchanek

Mark Suchanek
Deputy District Director, District 01
California Department of Transportation

3/16/09

Date

Chris D. Jenkins

Chief Chris D. Jenkins
California Highway Patrol

3/16/09

Date

Signature of Representative

Date

Printed Name of Representative

Name of Household Goods Carrier

California PUC permit number/DOT number

Company