



**Washington State
Department of Transportation**

Local Agency Haul Road/Detour Agreement		Organization and Address	
		Kittitas County Kittitas County Public Works Department 411 North Ruby Street, Ste., 1 Ellensburg, WA 98926	
Agreement Number HRD 50173		Section / Location	
State Route Number	Control Section Number	SR 10/Bristol fill Bridge deck replacement, MP 90.05 to 90.27. Description of Roads or Streets Intersection of SR 10 MP 90.20 and Taylor Road to Lambert Road to SR 970 MP 2.89.	
SR 10	192300		
Region			
South Central Region			
Intended Use (Haul Road or Detour Road)			
Detour			
Vehicle Restrictions			

THIS AGREEMENT, made and entered into this 21st day of August, 2012, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

II

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

III

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

IV

Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

V

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

VI

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

VII

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By AL L. L.

Title Bocc Chairman

Date August 21, 2012

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By Don Hultgren

Title Regional Administrator

AGREEMENT HRD 50173
County of Kittitas

EXHIBIT "A"

SPECIFICATIONS AND DETAILS

The work proposed under this Agreement includes the unintended use of Lambert Road and Taylor Road that the traveling public used as a detour route during SR 10 Bridge replacement closure in Kittitas County, Washington.

Detour Route Details

Detour Route Description:

The unintended Detour route begins at the Intersection of SR 10 MP 90.20 and Taylor Road to Lambert Road to SR 970 MP 2.89, total length of 1.98 miles of County roads.

Duration:

The States Project duration is expected to be from May of 2012 to November of 2012.

Time Frame: Spring/Fall of 2012.

Accounting

The State, agrees to pay Kittitas County for increased maintenance costs for Taylor Road and Lambert Road as a result of the States Project, whereas the Traveling public of its own accord used the County Roads and not the States planned Detour route for the Project.

