

Local Agency Detour Agreement		Local Agency and Address City of Algona 200 Washington Blvd Algona, WA 98001-8505
Agreement Number HR3 0156		Section/Location SR167 - SR410 to SR18 Congestion Management
State Route Number SR167	Control Section Number 176511	
Region Olympic Region		Description of Roads or Streets Detour DU8 Detour DU9
Intended Use Detour Road		
Vehicle Restrictions Legal Load Limits		

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity (Local Agency), hereinafter individually referred to individually as the 'Party' and collectively as the 'Parties.'

Recitals

1. WSDOT is planning the construction or improvement of a section of state highway as shown above, and
2. 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
3. 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:

1. The Local Agency hereby agrees to WSDOT's use of the roads or streets covered by this Agreement subject to the conditions contained herein.
2. Immediately prior to the beginning of WSDOT's use of the above described roads or streets, the parties to this Agreement shall make a joint condition inspection and WSDOT 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.
3. WSDOT 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 2, made necessary by WSDOT'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.
4. 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 2.
5. It is expressly understood that WSDOT 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 2. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties of this Agreement.

6. 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.
7. Separate from and additional to WSDOT's obligations under Sections 3 through 5 of this Agreement, WSDOT shall hold harmless, defend and indemnify the Local Agency, its officials, officers and employees, from and against any and all claims, suits, losses, costs or liabilities, including attorneys' fees, for injuries to persons and/or damage to property, resulting from the actions of WSDOT in connection with or otherwise relating to this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of WSDOT and the Local Agency, its officers, officials, employees, and volunteers, WSDOT's liability, including the duty and cost to defend, hereunder shall be only to the extent of WSDOT's negligence.

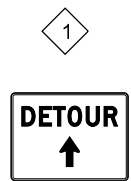
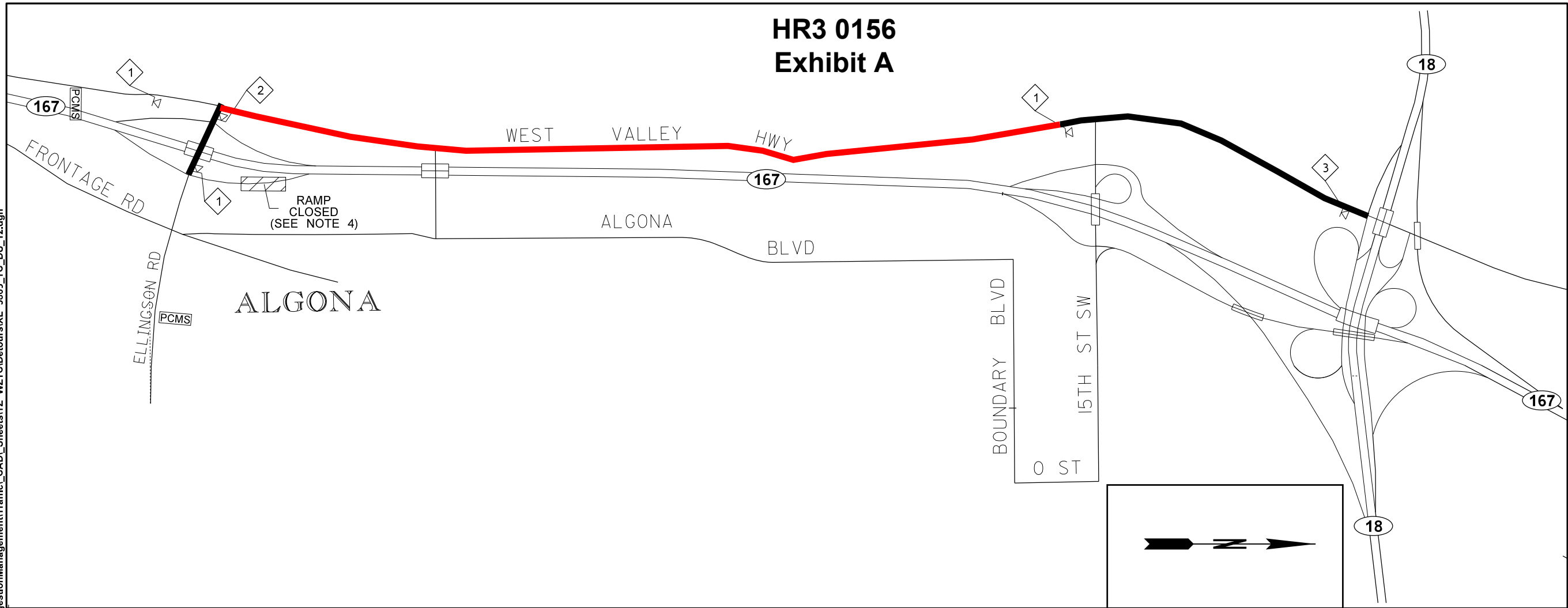
The provisions of this section shall survive the expiration or termination of this Agreement.

8. Either party may terminate this Agreement upon ninety (90) days' written notice to the other party. Any such termination shall not affect WSDOT's obligations pursuant to Sections 3, 4 and 7 of this Agreement.
9. Any determination of the Secretary of Transportation made pursuant to Section 5 of this Agreement shall be subject to judicial review in the Superior Court of Thurston County, Washington. The substantially prevailing party in any litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

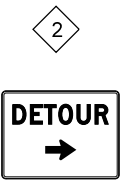
In Witness Whereof the parties hereto have executed this agreement as of the party's date signed last below.

City of Algona	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form Requesting Entity	
By:	
Printed:	
Title:	
Date:	

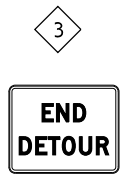
HR3 0156 Exhibit A



M4-9 MOD
48" X 36"
PLACE SIGN 250±
FROM INTERSECTION



M4-9 MOD
48" X 36"
PLACE SIGN 250±
FROM INTERSECTION



M4-9 MOD
48" X 36"

LEGEND

- SIGN LOCATION - TEMPORARY MOUNT
- PORTABLE CHANGEABLE MESSAGE SIGN
- TRAFFIC SAFETY DRUM
- SIGN NOTE FLAG
- WORK AREA

PCMS	
1	2
NB SR167 RAMP CLOSED	FOLLOW DETOUR
2.0 SEC	2.0 SEC

LOCATE AS SHOWN
PLACE 1/2 MILE BEFORE
DETOUR SIGNAGE.

DETOUR OF ELLINGSTON ON RAMP TO NB SR167, AND WB & EB SR18

NOT TO SCALE

NOTES:

1. SEE SPECIAL PROVISIONS: "PUBLIC CONVENIENCE AND SAFETY - CONSTRUCTION UNDER TRAFFIC" FOR WORK HOUR RESTRICTIONS.
2. ALL SIGNS SHALL BE 48" X 48", UNLESS OTHERWISE SHOWN. ALL SIGNS SHALL BE BLACK ON ORANGE, UNLESS OTHERWISE SHOWN.
3. USE A MINIMUM 3 DEVICE TAPER, 20' O.C., IN ADVANCE OF PCMS.
4. THIS PLAN SHALL BE USED WITH TC17.

FILE NAME	c:\users\hindsclhd\0284979\XL 5863_TC_DU_8.dgn		
TIME	11:07:23 AM		
DATE	6/11/2020		
PLOTTED BY	HindsCI		
DESIGNED BY	C. HINDS		
ENTERED BY	C. HINDS		
CHECKED BY	R. CRUMBLEY		
PROJ. ENGR.	L. MOODY		
REGIONAL ADM.	J. WYNANDS		
REVISION	DATE	BY	

REGION NO.	STATE
10	WASH
JOB NUMBER	
18C526	
CONTRACT NO.	

FED.AID PROJ.NO.	
LOCATION NO.	XL5863

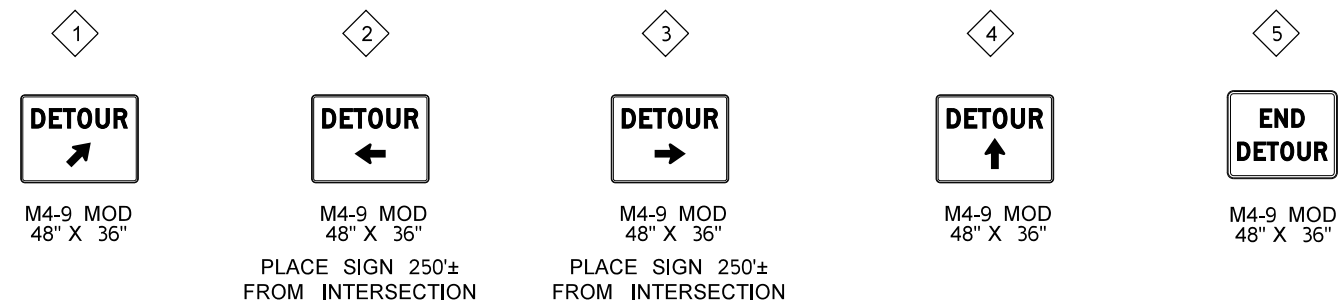
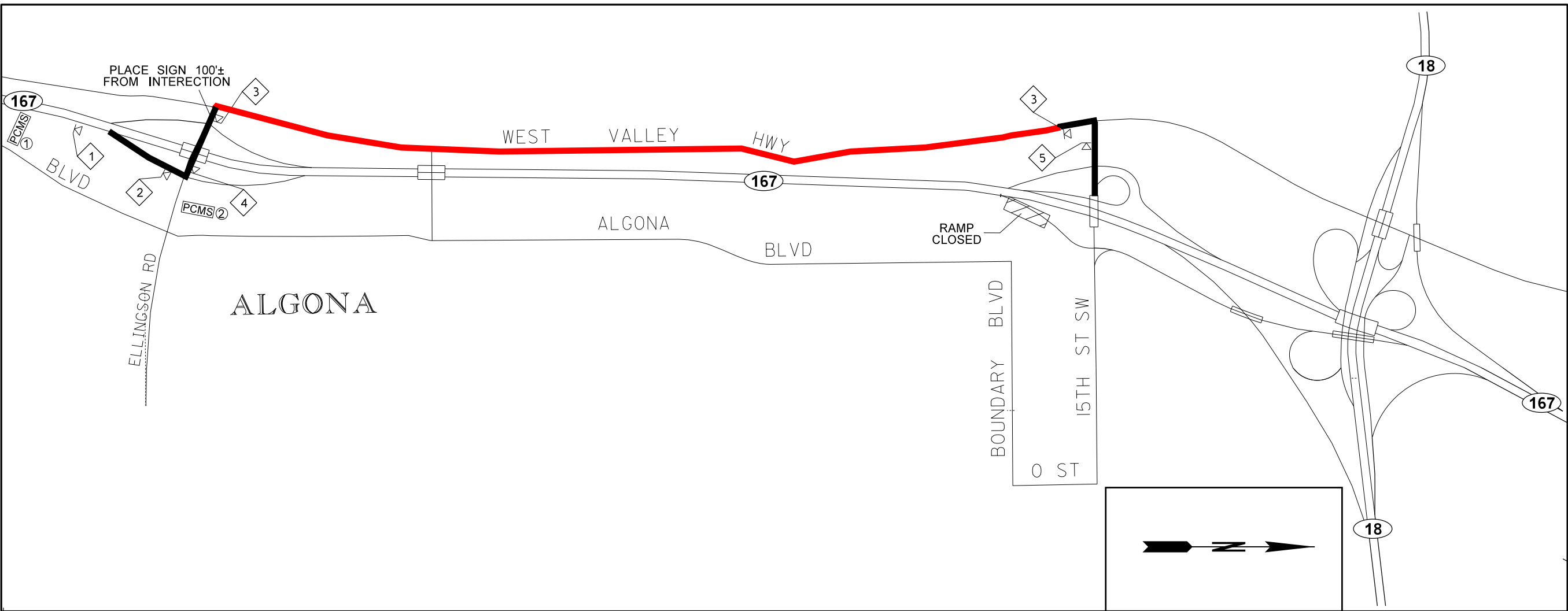


SR 167
SR 410 TO SR 18
CONGESTION MANAGEMENT

DETOUR PLAN

PLAN REF NO
DU8
SHEET
XX
OF
XX
SHEETS

p:\h\QOL\MAPPP\03P.WSDOT\Documents\Olympic_Projects\16715.75_SR167SR410ToSR18CongestionManagement\Traffic_CAD_Sheets\TZ_WZTCIDetours\XL_5863_TC_DU_13.dgn



PCMS-①	
1	2
15TH ST EXIT CLOSED	FOLLOW DETOUR
2.0 SEC	2.0 SEC

LOCATE AS SHOWN
PLACE 1/2 MILE BEFORE
DETOUR SIGNAGE

PCMS-②	
1	2
NB SR167 EXIT	CLOSED FOLLOW DETOUR
2.0 SEC	2.0 SEC

LOCATE AS SHOWN

- NOTES:
- SEE SPECIAL PROVISIONS: "PUBLIC CONVENIENCE AND SAFETY - CONSTRUCTION UNDER TRAFFIC" FOR WORK HOUR RESTRICTIONS.
 - ALL SIGNS ARE 48" X 48", UNLESS OTHERWISE SHOWN. ALL SIGN ARE BLACK ON ORANGE, UNLESS OTHERWISE SHOWN.
 - USE A MINIMUM 3 DEVICE TAPER, 20' O.C., IN ADVANCE OF PCMS.
 - THIS PLAN SHALL BE USED WITH TC8. M4-9 MOD SIGNS ON TC8 SHALL NOT BE USED.

NOT TO SCALE

FILE NAME	c:\users\hindschld\0284979\XL_5863_TC_DU_9.dgn			REGION NO.	STATE	FED.AID PROJ.NO.	<p>Washington State Department of Transportation</p>	<p>SR 167 SR 410 TO SR 18 CONGESTION MANAGEMENT</p> <p>DETOUR PLAN</p>	PLAN REF NO.
TIME	12:06:19 PM			10	WASH	<p>LOCATION NO. XL5863</p>			DU9
DATE	6/11/2020			JOB NUMBER	18C526				SHEET
PLOTTED BY	HindsCI			CONTRACT NO.			XX		
DESIGNED BY	C. HINDS						XX		
ENTERED BY	C. HINDS						XX		
CHECKED BY	R. CRUMBLEY						XX		
PROJ. ENGR.	L. MOODY						SHEETS		
REGIONAL ADM.	J. WYNANDS			REVISION	DATE	BY			

HR3 0156
Exhibit B

Record of Condition Prior to Detour Usage

Video log by: _____ of WSDOT

Date of video log: _____

Inspected by: _____ of WSDOT

_____ of City of Algona

Date of inspection: _____

General Comments:

Specific Comments:

<u>Road/Street</u>	<u>Milepost/Location</u>	<u>Comments</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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