



Local Agency Haul Road/Detour Agreement		Local Agency and Address
Agreement Number		Section/Location
State Route Number	Control Section Number	
Region		Description of Roads or Streets
Intended Use (Haul Road or Detour Road)		
Vehicle Restrictions		

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 II, 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 to 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. No liability shall attach to WSDOT 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 party's date signed last below.

LOCAL AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____