Department of Public Works • Consent Agenda Page 1 of 1

Jefferson County Board of Commissioners Agenda Request

To:

Board of Commissioners

Mark McCauley, County Administrator

From:

Monte Reinders, Public Works Director

Agenda Date:

November 21, 2022

Subject:

WSDOT Local Agency Haul Road/Detour Agreement

(Detouring SR 19 Traffic over Center Road during SR19/SR104

Roundabout construction)

Statement of Issue:

Sign the attached WSDOT Local Agency Haul Road/Detour Agreement for use of Center Road as a detour for SR 19 (Beaver Valley Road) traffic during construction of the SR 19/SR 104 Roundabout Project.

Analysis/Strategic Goals/Pro's & Con's:

WSDOT proposes to use Center Road as a detour for three construction projects proposed for construction in 2023 or 2024. All three will detour traffic through the SR 104/Center Road intersection. Two of the projects involve full closure of SR 19, the third a full closure of US 101 between SR 104 and Quilcene.

The SR 104/Center Road intersection has limited capacity, so WSDOT has agreed to only use the detour for one project at a time and to operate temporary traffic signals on Center Road and on SR 104 at the intersection during the period Center Road is used as a detour.

Fiscal Impact/Cost Benefit Analysis:

This WSDOT Local Agency Haul Road/Detour Agreement is for a WSDOT funded construction project and includes provisions to repair any damage to Center Road that may result from its use as a detour. County funds will be limited to Public Works' staff time associated with processing and administering the agreement.

Recommendation:

Please sign WSDOT Local Agency Haul Road/Detour Agreement to allow Center Road between SR 104 and Chimacum to be used as a detour for SR 19 traffic during the SR 19/SR 104 Roundabout Project. Return the agreement to Public Works for further processing. We will send the signed copy to WSDOT for their signature. After WSDOT returns a fully executed copy, we will send an original back to the BOCC.

Department Contact: Bruce Patterson, Engineer III (385-9169)

Reviewed Bv:

Mark McCauley, County Administrator

Date/



| Local Agency Haul Road/Detour Agreement Jefferson County East Detour Agreement | | Local Agency and Address Jefferson County Public Works 623 Sheridan Street Port Townsend, WA 98368 | |
|--|-------------------------------|---|--|
| Agreement Number HR3 0160 State Route Number SR 19 | Control Section Number 160700 | Section/Location See Exhibit A | |
| Region Olympic Intended Use (Haul Road or Detour Road) Detour Road | | Description of Roads or Streets See Exhibit A | |
| Vehicle Restrictions N/A | | | |

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:

- 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 |
|------------------------------------|---|
| Зу: | Ву: |
| Printed: Heidi Eisenhour | Printed: |
| Title: Jefferson County BOCC Chair | Title: |
| Date: | Date: |

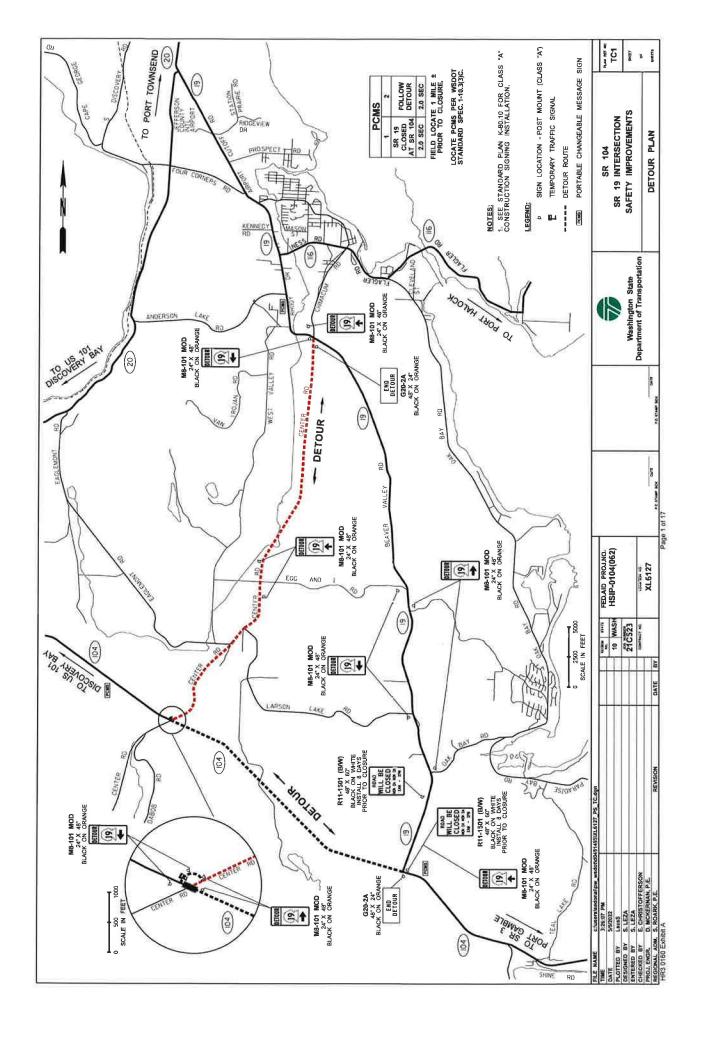
Approved as to form only:

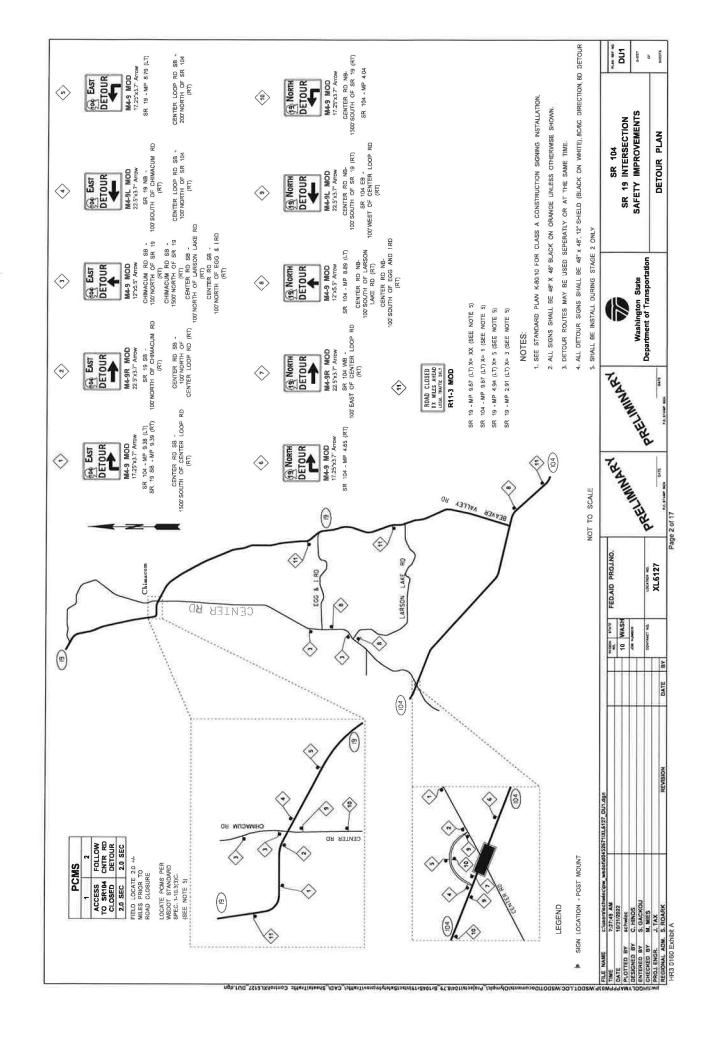
Philip C. Hunsucker,

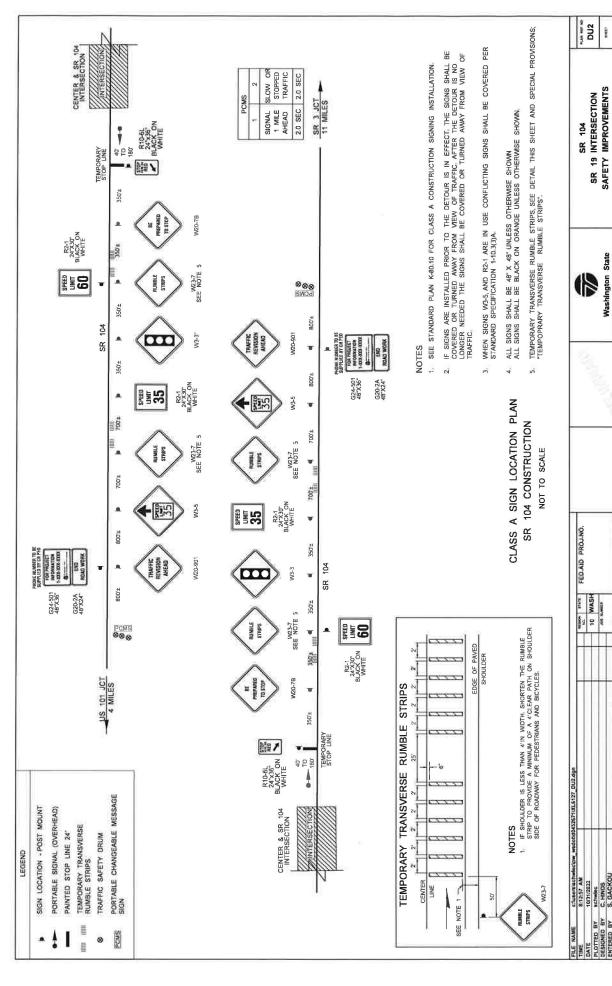
Date

November 9, 2022

Chief Civil Deputy Prosecuting Attorney

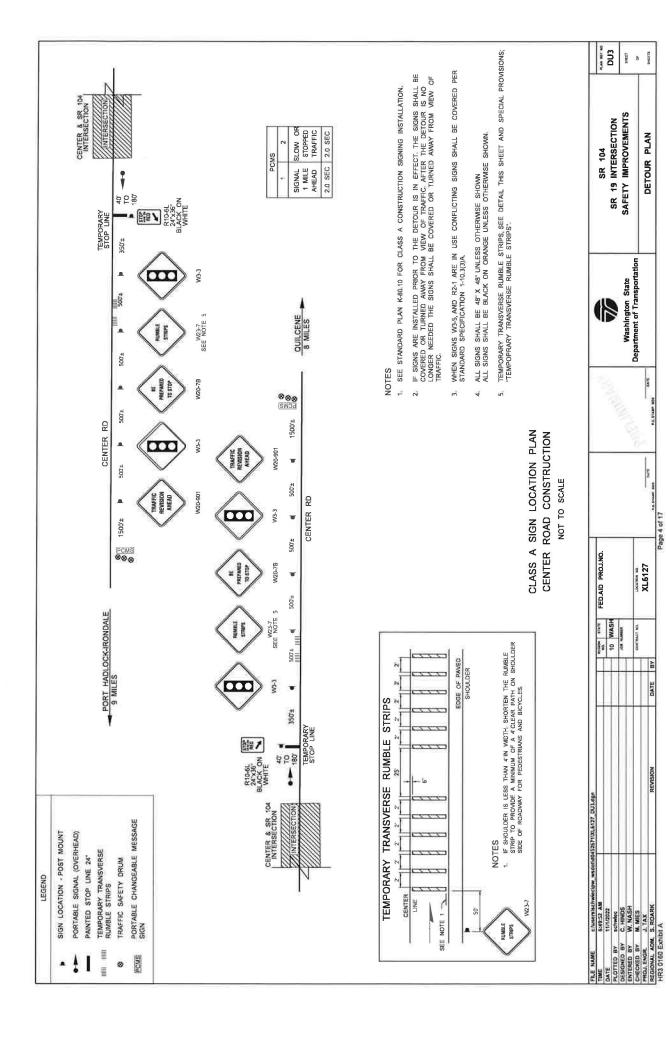






| SR 19 INTERSECTION | Washington State SAFETY IMPROVEMENT | Contract no Contra | XL6127 | AC STAMP GOT. | Page 3, of 17 |
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| | | | | REVISION | |
| | BY C. HINDS Y S. GACKOU | TY M. MES | ROJ. ENGR. J. TAX | NDM. S. ROARK | Exhibit A |
| PLOTTED B | DESIGNED BY ENTERED BY | CHECKED 1 | PROJ. ENGR | REGIONAL | HR3 0160 Exhibit |

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SAFETY IMPROVEMENTS SR 19 INTERSECTION

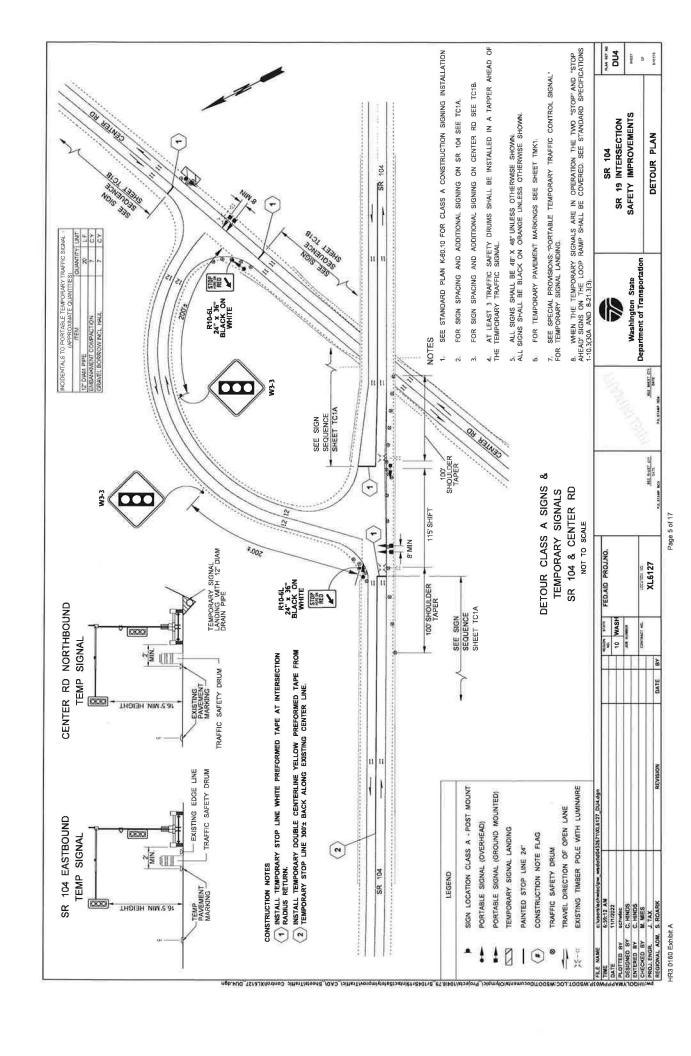
Washington State Department of Transportation

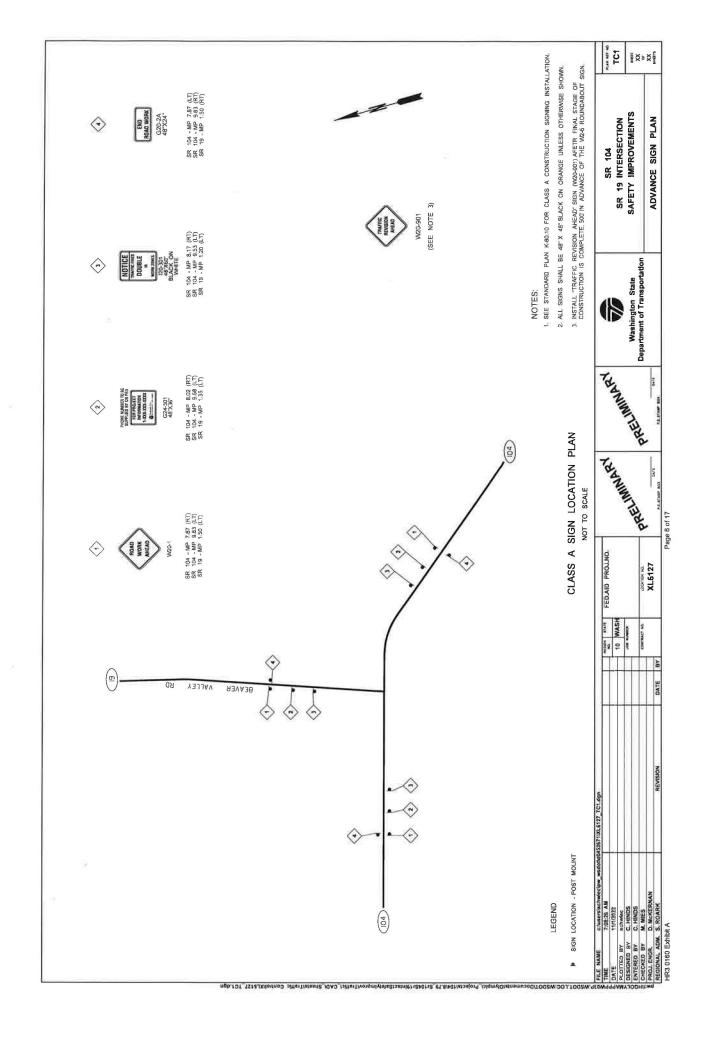
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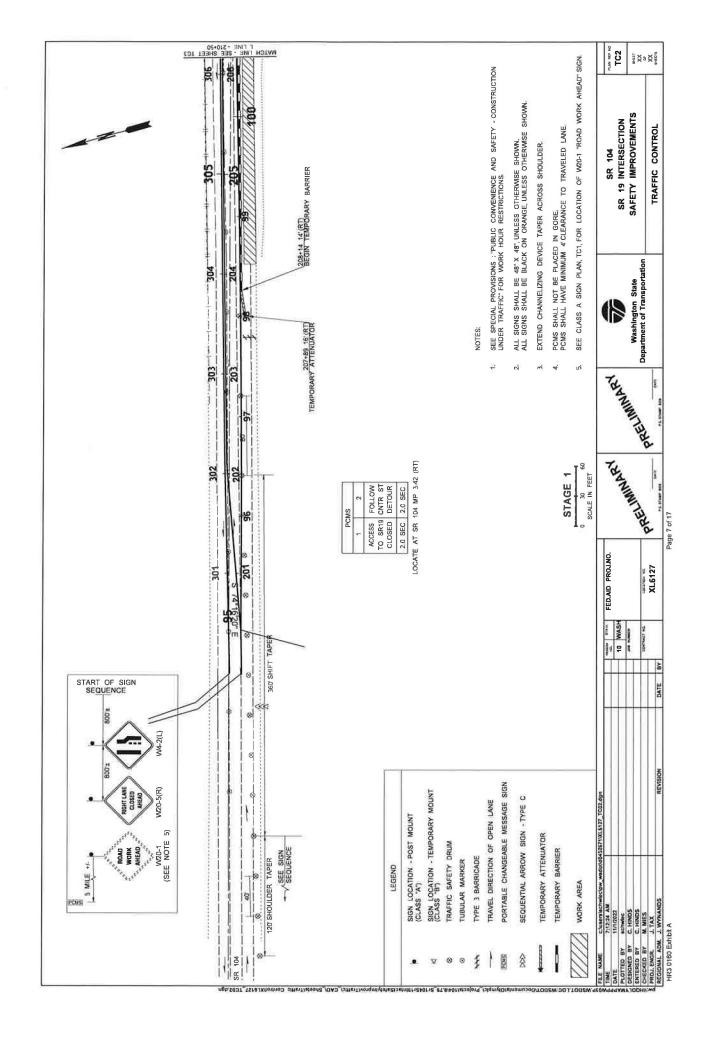
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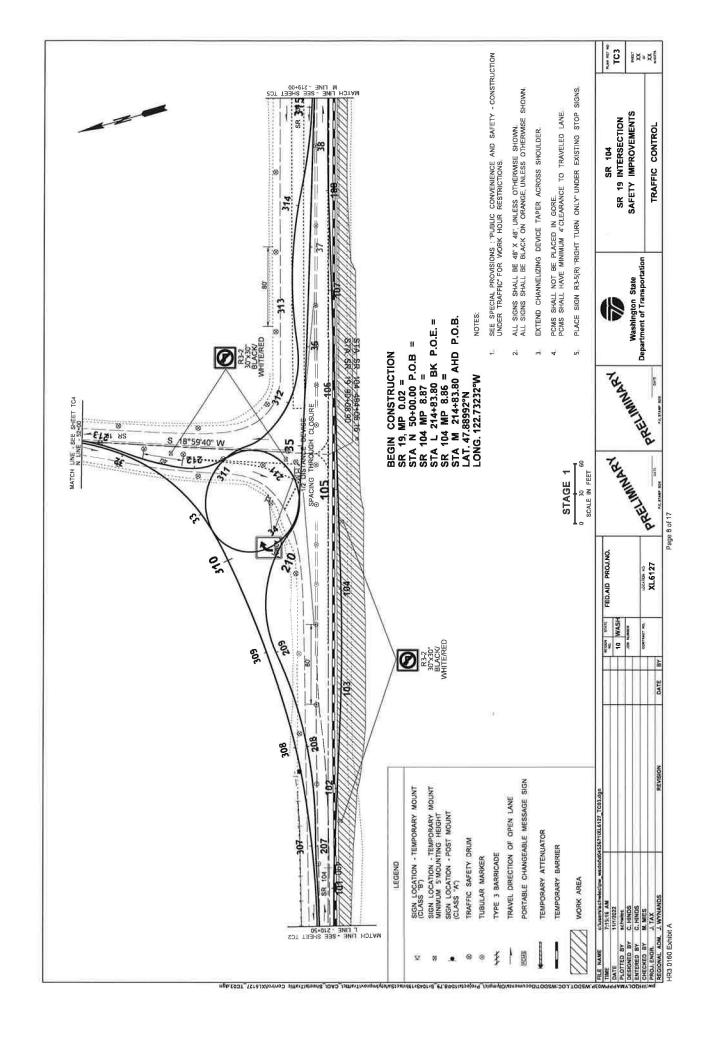
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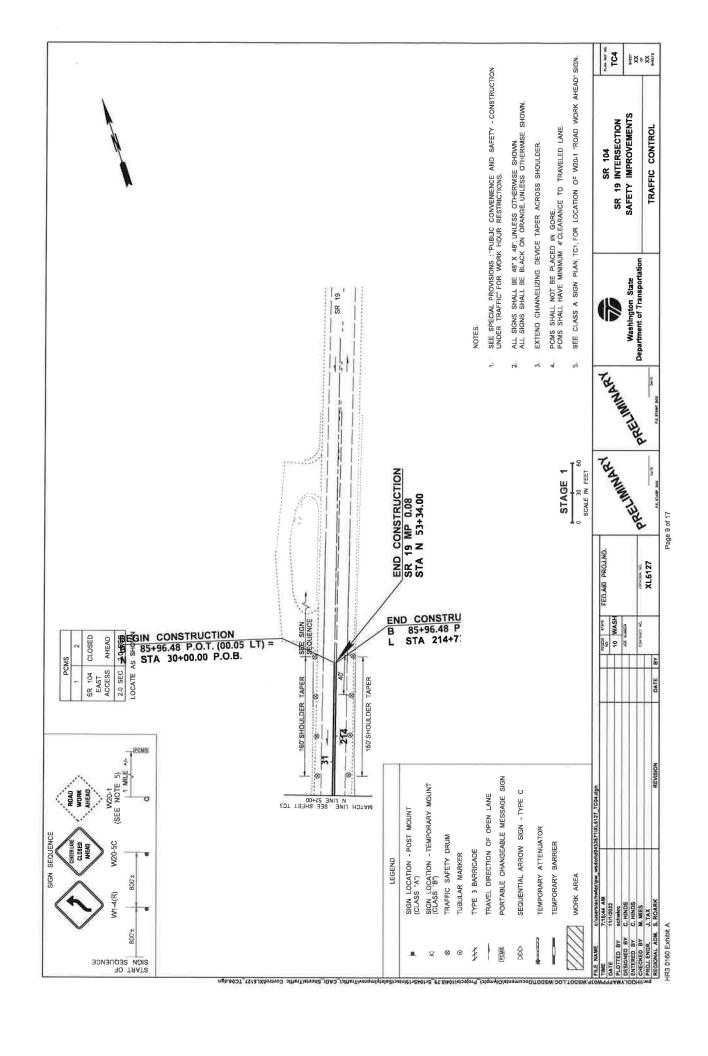
DETOUR PLAN

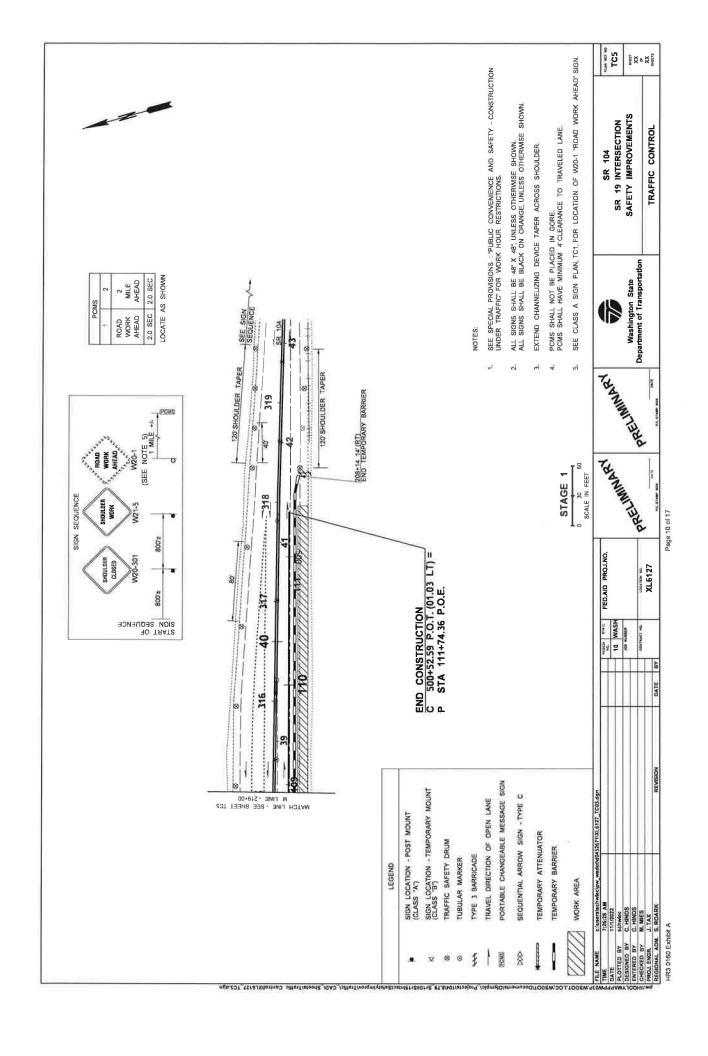


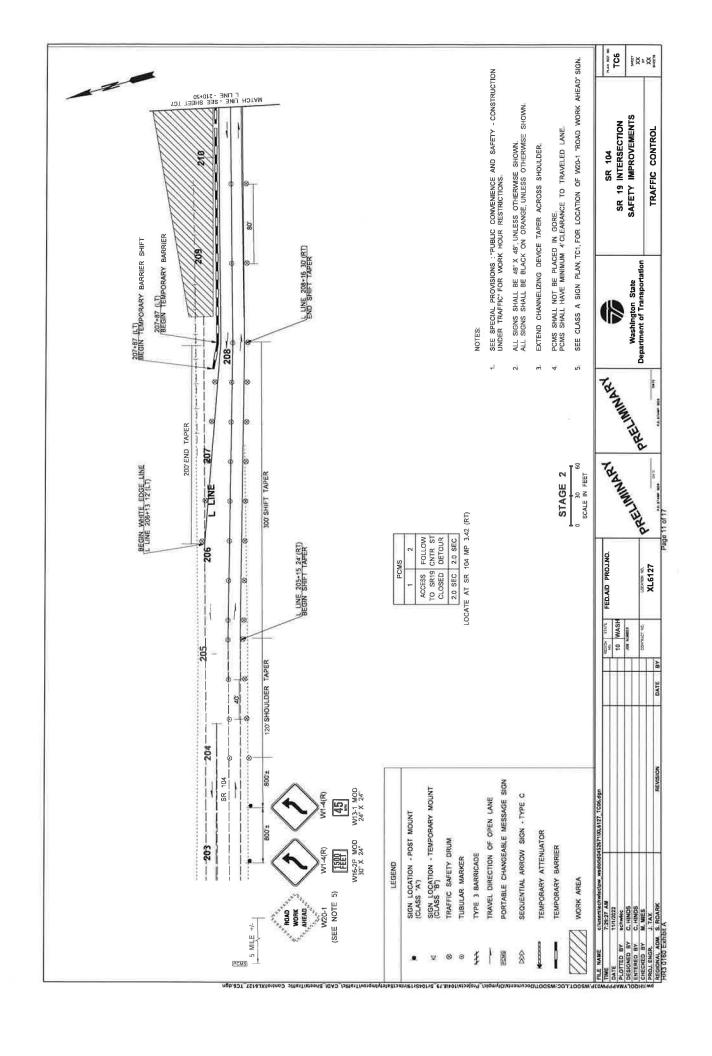


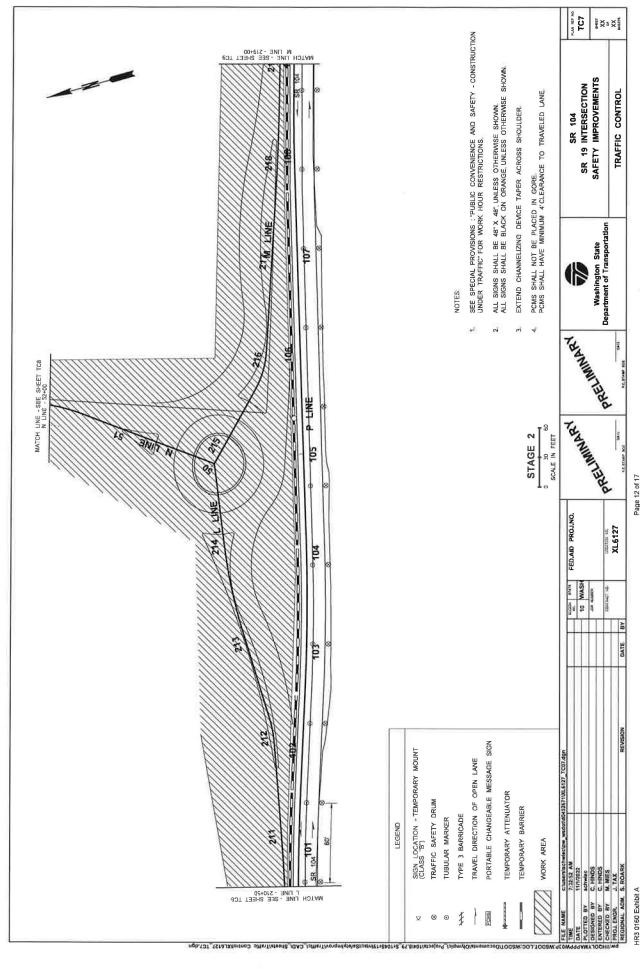




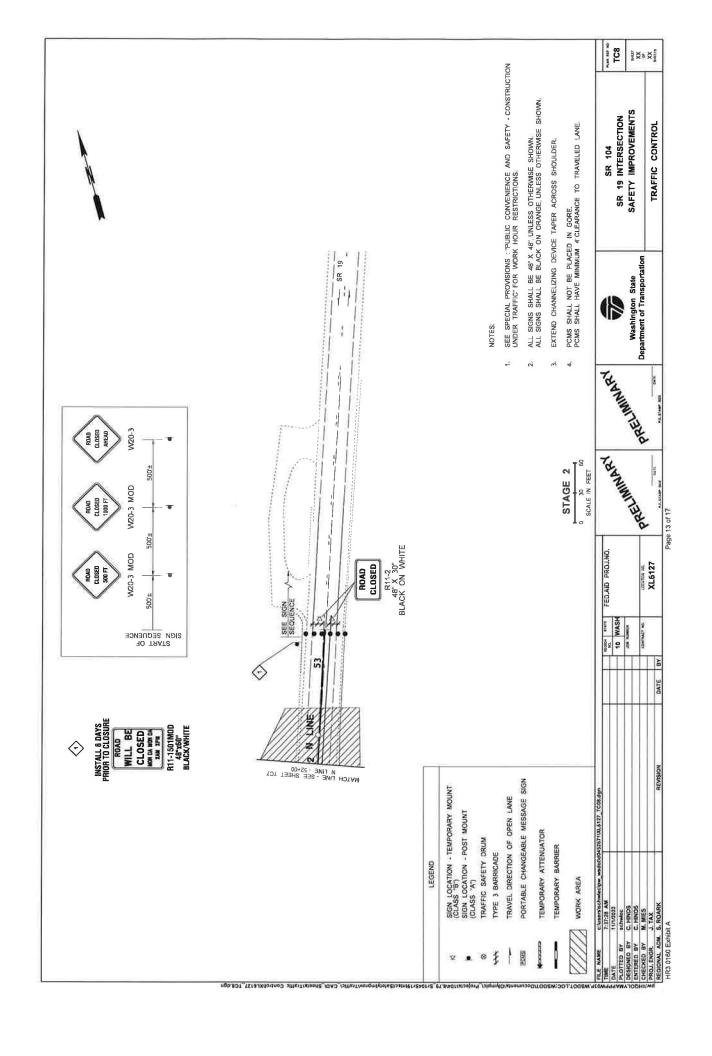


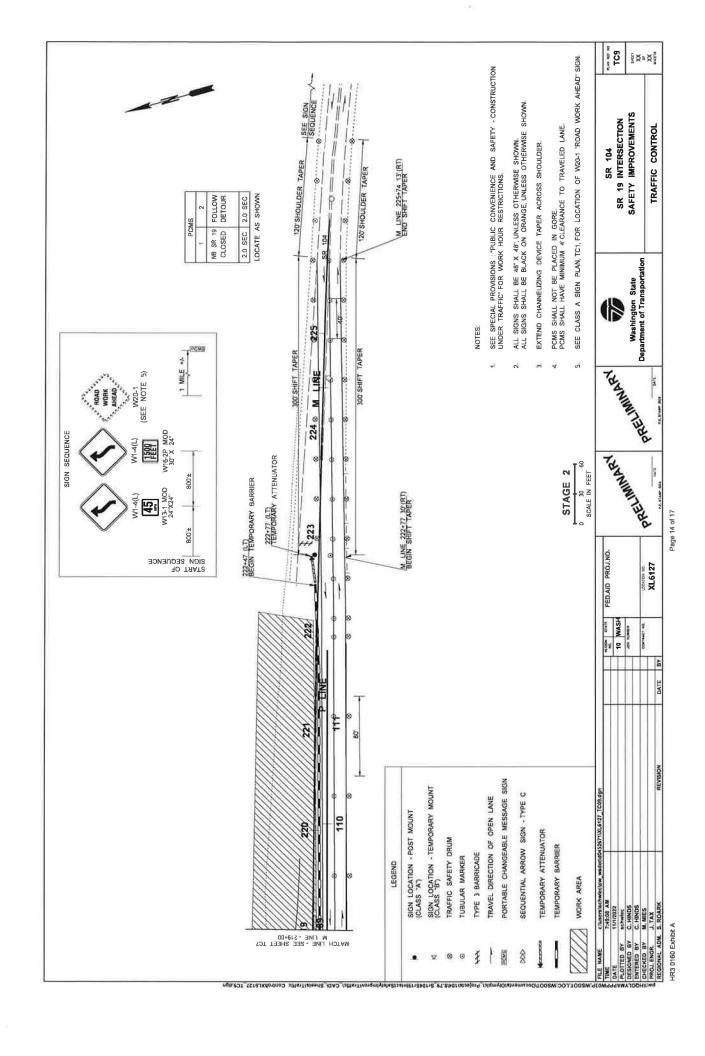






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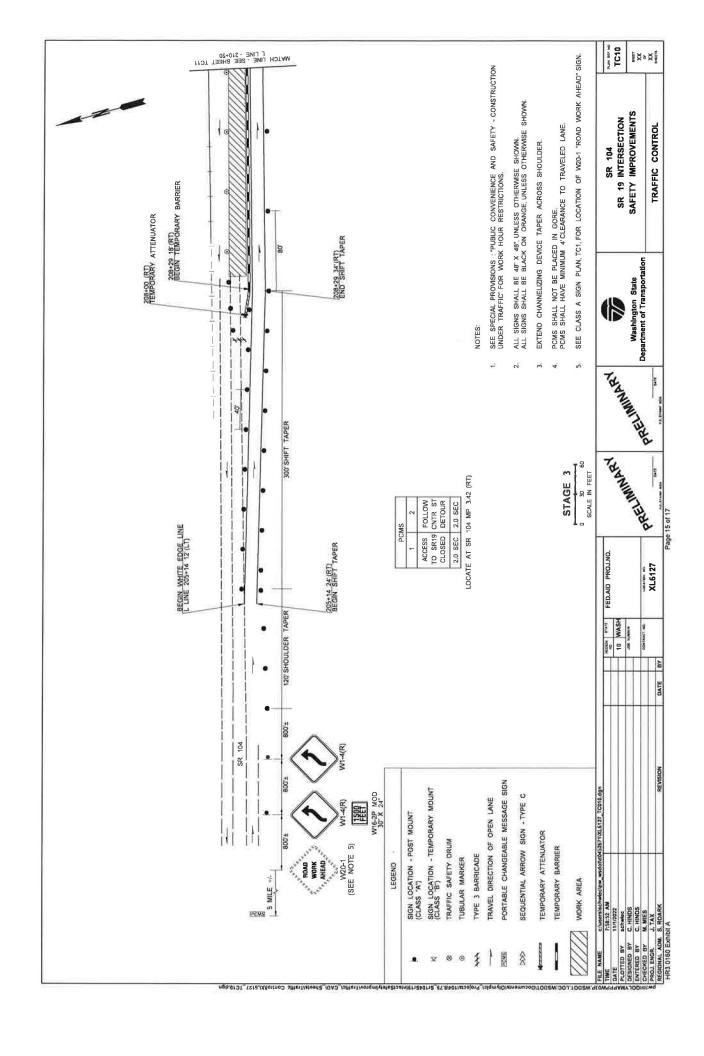


Exhibit A – Additional Detour Conditions

WSDOT will not use this detour at the same time the US101 traffic is detoured thru the SR104/ Center Road intersection from the Leland Creek and Unnamed Tribs WSDOT Project.

(*****) Road Closure Requirements

SR 19

The Contractor will be allowed a one-time full roadway closure for a maximum of 12 consecutive days for the installation of splitter island, center island construction, and full reconstruction of SR19 roadway as shown in Stage 2 of the staging plans. Work for the full roadway closure will be considered complete and the road ready to open to traffic when all segments shaded in the Stage 2 of the staging plans are complete, all paving and temporary pavement markings are complete, all Contractor equipment and personnel are cleared from the roadway clear zone, and all signs, barricades, and PCMS's pertaining to the road closure and detour have been covered, removed, or turned off, or as determined by the Engineer. The roadway shall not be opened to traffic before the final lift of HMA is placed and unrestricted traffic flow will not be allowed until all highway safety elements are in place.

The full roadway closure shall begin on or after May 6th, 2023 and be complete on or before June 6th, 2023, unless otherwise approved by the Engineer. During the 10-day closure, Saturdays and Sundays will be counted as working days.

The Contractor shall select the specific closure dates within this period and notify the Engineer in writing of the scheduled dates a minimum of 15 calendar days prior to the planned start of the closure. Only extreme weather events or extenuating circumstances, as determined by the Engineer, will be considered allowable reasons to change the planned start date after notification has been given. The Engineer may deny approval of the Contractor's selected start date if the required advanced notification is not received. The dates of the one-time full roadway closure shall be displayed on PCMS boards and Class A signs at the project site for 7 days in advance of the closure, as shown in the Plans.

The total duration of the closure shall not exceed 288 hours. The measurement of the closure period will begin at 12:00 AM on the planned full closure start date, or as approved by the Engineer. Failure to complete the work described above and reopen the roadway to traffic by the end of the closure period will result in the assessment of Liquidated Damages.

HR3 0160 Exhibit B

Record of Condition Prior to Detour Usage

| Video log by: | | of WSDOT | |
|---------------------|--------------------|---------------------|--|
| Date of video log: | | = | |
| Inspected by: | | of WSDOT | |
| - | | of Jefferson County | |
| Date of inspection: | | | |
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