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| <p>Superload Assistance and Traffic Control Agreement</p> <p>Work by WSDOT Forces for Superload or Building/House Move</p> | Agreement Number |
| | Agency and Billing Address |
| | Contact Name/Phone # |
| | Statewide Payee Number |
| | Estimated Costs |
| Description of Work | |

This Agreement is entered into between the Washington State Department of Transportation hereinafter "WSDOT," and the above named organization, hereinafter the "Entity," and hereinafter referred to individually as the 'Party' and collectively as the 'Parties.'

Recitals

1. It is necessary for WSDOT to provide state forces for the above described move.
2. The Entity has requested WSDOT to perform work as provided herein.

Now Therefore, It Is Hereby Agreed As Follows:

1. General

- 1.1 WSDOT shall perform the above described work to assist in the Entity's superload and/or building/house move. The Entity agrees to be responsible for obtaining all necessary permits and agrees to abide by all terms and conditions of said permits during the move.

2. Payment

- 2.1 The Entity agrees to pay in advance the estimated cost of the work as stated above, which represents WSDOT's estimated actual costs of work, which includes the actual direct and related indirect costs of the Work, applied at WSDOT's current rate.
- 2.2 The Entity further agrees that if the prepaid amount does not cover all WSDOT costs, the Entity shall reimburse WSDOT within thirty (30) calendar days for any overage amount upon receipt of an invoice for such costs. Should there be a balance remaining on prepaid amount, the WSDOT agrees to refund such remaining balance to the Entity after the work is completed and all costs have been paid.
- 2.3 The Entity agrees that if it fails to make timely payment of the invoice, WSDOT shall charge interest in accordance with RCW 43.17.240.

3. Indemnification

3.1 The Entity shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees, authorized agents, or contractors and (b) the LOCAL AGENCY its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.

3.2 This Indemnification shall survive the termination of this agreement.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year last written below.

| REQUESTING ENTITY | WASHINGTON STATE DEPARTMENT OF TRANSPORTATION |
|--------------------------|--|
| Signature: _____ | Signature: _____ |
| By: _____ Print Name | By: _____ Print Name |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |