

**85TH Purdue Road School
Maintenance Issues Session**

**“Unofficial Detours”
Guidelines for LPA’s**

Presentation by:

**James K. Ude
Development Engineer**

And

**Glenda M. Seal
Local Assistance Representative**

INDOT – SEYMOUR DISTRICT

DETOUR POLICY
Revised 3/19/97

I. POLICY

If INDOT, during the planning or development of a state highway improvement, determines that a state highway should be closed during construction, an Official Detour should be established for the routing of traffic. Any public road can be considered for use as an Official Detour.

If there is an Official Detour due to an INDOT project, and the detour will be in effect for more than 7 days, and the detour is along the State Highway System, one Unofficial Detour can be identified on the local road systems. The Unofficial Detour should be the local route that traffic will most likely take during the Official INDOT Detour. The Unofficial Detour must be an agreed upon route and a Letter of Understanding must be signed by INDOT and the local government prior to the routing of traffic on the Official Detour. INDOT will be responsible for the damages on the identified Unofficial Detour route during the life of the Official Detour. An Agreement will be executed when the Official Detour is removed so that the locals can be compensated for approved work done to repair damages to the Unofficial Detour route.

The intent of the Unofficial Detour is to help local governments cope with damages to the local road system while construction is taking place on the state system. The intent of this policy is not for INDOT to improve the existing condition of the Unofficial Detour route.

This policy is intended to provide guidance when INDOT needs to detour traffic because of construction on the state highway system. The following procedures are in accordance with IC 8-23-21.

II. GUIDELINES

A. Determine the Need for a Detour

1. The need for a detour in connection with any proposed work shall be determined as early as possible. This would be;
 - a. during the preparation of the Engineer's Report
 - b. during the preparation of preliminary plans for projects that do not have an Engineer's Report
 - c. during the advanced planning and scheduling of any work accomplished without plans.

2. The recommendation of a detour should be determined by considering the following:
 - a. Availability of a practical detour route. Adequacy of potential Official Detour routes should consider pavement width, structural soundness, capacity and safety features. State and local roads should be considered.
 1. If reasonable, minimal safety standards should be met on Official Detours.
 2. The pavement and bridges should be able to accept Indiana's legal truckloads.
 3. Trucks should be able to maneuver the route.
 - b. Volume and character of traffic flow.
 - c. Needs of local traffic, including traffic generated by emergency services, schools, public events, businesses, etc.
 - d. User Costs due to the additional distance traveled on a detour. The project User Costs should consider traffic using the Official Detour as well as an Unofficial Detour if applicable.
 - e. Estimated added construction cost to construct the project under traffic and thus eliminating the need for any detours.
 - f. Estimated cost of placing, maintaining and removing detour signing and other traffic control devices for the Official Detour.
 - g. Estimated construction cost to bring the Official Detour up to minimal required standards.
 - h. Estimated cost of maintaining and/or restoring the Unofficial Detour.

B. Coordination with Local Officials

1. Once it has been determined that an INDOT improvement will involve an Official Detour, INDOT's designers should contact the district. The district will be responsible for establishing any necessary Official and/or Unofficial Detours with the effected local governments.

The district should contact the local transportation officials that will be effected by the closure of the INDOT road. The district should meet with those officials to determine the Official Detour. The Official Detour can be on the state or local system. If the Official Detour is on the state system, the effected local governments should be offered the opportunity

to identify one proposed Unofficial Detour route on the local system. If the local government proposes an Official Detour on the local road system or an Unofficial Detour, the district should review the proposal as outlined in Section C “Review of Local Detour Proposals”. If the district and the local officials agree on a local Official Detour or an Unofficial Detour, the district should initiate a Letter of Understanding, see Section D.

If the local governments choose not to participate in the determination of the Official Detour or, if necessary, do not desire an Unofficial Detour, the district should send the local government a letter documenting this lack of participation.

The District should provide the designer/project manager copies of any coordination correspondence prepared or received for the establishment of the detours.

- a. Multiple jurisdictions – if the Official Detour for a project looks like it is going to effect more than one governmental jurisdiction in a county, each local government should be notified of our project. The county should be considered the lead agency to coordinate the local proposal for the detour coordination. This should be explained to each local government within our correspondence. If the Official Detour only effects cities or towns, the Metropolitan Planning Organization or the largest city or town should be considered the lead agency to coordinate the local proposal.

C. Review Local Unofficial Detour Proposal

1. Official Detour on Local Roads – the local government has reviewed INDOT’s request or initiated their own request for INDOT to use their local roads as an Official Detour for a state highway project. The district needs to evaluate the local request. These proposals should be reviewed as shown in Section A.2. If local roads are used for the Official Detour there will not be an Unofficial Detour established.
2. Unofficial Detour – the local government has identified a potential Unofficial Detour based on INDOT’s proposed Official Detour and other project information. The local government has sent their recommended Unofficial Detour route to the district for review.
 - a. INDOT should review the local government’s proposal. Remember the intent of the Unofficial Detour is to identify the route that traffic will most likely take to avoid an Official Detour. The review could show that traffic would use the proposed route; or that traffic would use a different local route or; that the traffic would not use an

Unofficial Detour but would choose to use the Official Detour. The review should consider;

1. Proposed Unofficial Detour Route
 - a. travel time and mileage
 - b. existing condition of proposed route
 - c. capacity of proposed route
 - d. Will traffic avoid using the Official Detour?
 - e. Are there load limits on the proposed route?

2. Local Transportation System
 - a. travel time and mileage of other routes
 - b. existing condition of other routes
 - c. capacity of other routes
 - d. major traffic generators

D. Letter of Understanding

The Letter of Understanding should be completed so that issues related to either local Official Detours or Unofficial Detours can be documented. See Appendix A for a copy of a Letter of Understanding for a local Official Detour. See Appendix B for a copy of a Letter of Understanding for an Unofficial Detour.

1. Official Detour on Local Road – the Letter of Understanding shall be sent on INDOT letterhead. Since the district is responsible for coordinating detours with the locals, the district is responsible for the execution of the Letter of Understanding. Make sure that calculations and other supporting information used to justify the terms of the local road improvements are documented. Copies of the documentation should be sent to the designer/project manager. The designer/project manager should keep their copy in the project file.

Once the Letter of Understanding has been accepted by the locals, a copy of the final document should be sent to the designer/project manager.

2. Unofficial Detour – the Letter of Understanding shall be sent on INDOT letterhead. Since the district is responsible for coordinating detours with the locals, the district is responsible for execution of the Letter of Understanding.

Once the Letter of Understanding has been accepted by the locals, a copy of the final document should be sent to the designer/project manager.

E. Unofficial Detour Reimbursable Costs

1. INDOT and the local government need to document the condition of the Unofficial Detour route prior to the detouring of traffic to the Official Detour. A route condition inventory will need to be performed. INDOT's district representative and the designated local agency representative will perform the inventory prior to the use of the Official Detour. The INDOT official should take pictures and notes to document the pre-detour condition of the roads along the Unofficial Detour.
2. INDOT needs to authorize any repair work. INDOT is responsible for the costs associated with the repair of damages to the Unofficial Detour. The district needs to use reasonable judgement when comparing the pre-detour condition and the need for repair.

Each Unofficial Detour will probably be different. It could be necessary for a local agency to patch potholes throughout the life of the Unofficial Detour. If the district agrees that this is needed, the district could authorize patching be completed on an on-going basis. Since the district had approved the work, the local agency will not need INDOT approval prior to filling each pothole. On other projects repair work might not be required until the end of the Unofficial Detour period.

Note that INDOT has no intention or obligation to improve the condition of the Unofficial Detour route. If the local government wishes to improve a road while completing the repair work that INDOT is responsible for, the locals should get estimates for the work broken down. INDOT will pay for the work associated with damages and the local agency will be responsible for the other costs. Again, all work needs to be approved by INODT prior to the work being completed.

The local government can perform the work themselves or they can contract the work out.

3. Please remind the locals to document their costs. Some local agencies might not be able to document the costs of using their equipment or overhead. In those cases it has been suggested that INDOT honor FEMA's prices for the use of equipment, manpower and materials. In those cases it will be up to the local government to document current FEMA prices.

4. INDOT needs an agreement with the local agency in order to pay their expenses, see Section F, "Reimbursement Agreement".

F. Reimbursement Agreement

The Letter of Understanding defines the Unofficial Detour route and states that INDOT will be responsible for the costs to repair damages that occur to that route as a result of INDOT's closure of a state road. A Reimbursement Agreement will need to be executed so that INDOT can pay the local government for the approved work that has been performed. Attachment C is an example of a Reimbursement Agreement.

1. INDOT needs a Reimbursement Agreement to pay the local government for INDOT approved work. The local government must have documentation to support the reimbursable amount. Once the district is satisfied with the documentation, the Reimbursement Agreement may be processed.

In order to minimize paperwork please encourage local governments to accumulate their costs until the Official Detour has been eliminated. If the local government is in a financial crisis due to the costs of reimbursable repairs, a Reimbursement Agreement can be processed earlier.

2. The district should provide the local government a copy of a Reimbursement Agreement, see Attachment C. The district should fill out the project description information and then send the document to the local agency. The blank agreement is set up so that the local government only needs to fill in the blanks.
3. The local government will need to fill out the Reimbursement Agreement and a Claim Voucher for the cost of reimbursable repairs. Blank claim vouchers can be supplied by the district.

Once the locals have completed and signed two copies of the Reimbursement Agreement, and the Claim Voucher has been completed, the local government should send the two original copies of the Reimbursement Agreement and the Claim Voucher to the district.

4. The district will review the submitted Reimbursement Agreement and Claim Voucher to make sure that the information provided by the local government is acceptable.

Once the agreement and the Claim Voucher are acceptable, the district should send;

- a. the two original signed copies of the Reimbursement Agreement
and
- b. the original and one copy of the Claim Voucher, ready for processing

to the Operations Support Division for execution.

5. The Operations Support Division will forward both copies of the Reimbursement Agreement to the Legal division for processing. The Claim Voucher should be readied for processing and posted to the Accounting System (Formal contracts budget with project reference and coding, as appropriate) and then retained by the Operations Support Division in a pending file until the Reimbursement Agreement is executed.
6. The Legal Division is responsible for the execution of the Reimbursement Agreement. Once the agreement is executed, the Legal Division will send both copies of the agreement to the Operations Support Division.
7. Upon receipt of the executed Reimbursement Agreement from the Legal Division, the Operations Support Division shall confirm the posting to the Accounting System and forward the Claim Voucher with a copy of the executed Reimbursement Agreement to the Accounting and Control Division for processing. Operations Support should also distribute the Reimbursement Agreements. One original shall be sent to the local government and the other original shall be sent to the district.
8. The Accounting and Control Division will process the Claim Voucher consistent with normal payment procedures.

REPLY TO:

**INDOT – (Name of district)
(Address)
(City, State and Zip Code)
(Phone number)
FAX: (Fax number)**

(Date)

**(NAME OF LOCAL OFFICIAL)
(Official's Title, County Engineer or City Engineer)
(Official's Address)
(Official's City, State and Zip code)**

**RE: Letter of Understanding
Official Detour on Local Roads
(Project Description)**

Dear (Name of Local Official):

Reference is made to the recent meeting with (names of INDOT attendees) of the (name of district) District staff concerning the proposed (description of the work to be accomplished at a specific location).

Work will involve (list individual work items in more detail).

As discussed on (date of recent meeting), it will be necessary to (state road to be closed) in order to (description of the work to be accomplished). As per the attached map, the Official Detour will be (list the roads that will make up the Official Detour route). The detour is in accordance with IC 8-23-21.

The (type of work) on (state road to be closed) is expected to be performed (describe the expected letting and completion dates). The Official Detour is expected (describe detour timetable). You will be notified as to the exact dates and time frames once the referenced project has been let.

INDOT will set up and maintain the necessary traffic control for the Official Detour route or arrange to furnish the necessary items.

INDOT will (list the agreed upon terms so that the local road can be used as the Official detour).

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If the terms of this letter are acceptable to you, we would appreciate your concurrence as soon as practical. Please sign the attached copy of this letter and return it to the following address.

**(Name of person responsible for establishing the project detour)
(Address)
(City, State and Zip Code)**

Respectfully,

**(Name of district director)
(Title)**

Accepted

**(Name of Local Official)
(Official's Title)**

Date _____

**cc: Project Engineer
File**

REPLY TO:

**INDOT – (Name of district)
(Address)
(City, State and Zip Code)
(Phone number)
FAX: (Fax number)**

(Date)

**(NAME OF LOCAL OFFICIAL)
(Official's Title, County Engineer or City Engineer)
(Official's Address)
(Official's City, State and Zip code)**

**RE: Letter of Understanding
Unofficial Detour
(Project Description)**

Dear (Name of Local Official):

Reference is made to the recent meeting with (names of INDOT attendees) of the (name of district) District staff concerning the proposed (description of the work to be accomplished at a specific location).

Work will involve (list individual work items in more detail).

As discussed on (date of recent meeting), it will be necessary to close (state road to be closed) in order to (description of the work to be accomplished). As per the attached map, the Unofficial Detour will be (list the roads that will make up the Unofficial Detour route). The detour is in accordance with IC 8-23-21.

The (type of work) on (state road to be closed) is expected to be performed (describe the expected letting and completion dates). The Unofficial Detour is expected (describe detour timetable). The Unofficial Detour will be in effect during the same time period as the Official Detour. You will be notified as to the exact dates and time frames once the referenced project has been let.

INDOT will set up and maintain the necessary traffic control for the Official Detour route or arrange to furnish the necessary items. The Unofficial Detour route will not be signed as a detour. The (name of local government) will be responsible for signing any weight restrictions on the Unofficial Detour.

INDOT agrees to reimburse (name of local government) for costs related to damage repair on the listed Unofficial Detour. Reimbursable work must be approved by INDOT prior to the completion of any work. All reimbursable expenses must be documented. Once the district has agreed to the documented expenses, INDOT and (name of local government) must execute an agreement that indicates the documented expenses. this should be done after the INDOT Official Detour is eliminated.

If the terms of this letter are acceptable to you, we would appreciate your concurrence as soon as practical. Please sign the attached copy of this letter and return it to the following address.

**(Name of person responsible for establishing the project detour)
(Address)
(City, State and Zip Code)**

Respectfully,

**(Name of district director)
(Title)**

Accepted

**(Name of Local Official)
(Official's Title)**

Date _____

**cc: Project Engineer
File**

Appendix C

Reimbursement Agreement

UNOFFICIAL DETOUR REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 1999, by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as INDOT) and _____, acting by and through its proper officials (hereinafter referred to as "LOCAL GOVERNMENT").

WITNESSETH

WHEREAS, on _____ INDOT and LOCAL GOVERNMENT executed a letter of understanding for the designation of official and unofficial detour routes impacting the LOCAL GOVERNMENT, a copy of which is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the construction project which necessitated the establishment of such routes has been completed; and

WHEREAS, pursuant to IC 8-23-21-2, INDOT is required to restore the unofficial detour route to its pre-designation condition or to the condition set forth in an agreement between the parties; and

WHEREAS, INDOT and LOCAL GOVERNMENT have agreed that INDOT shall reimburse LOCAL GOVERNMENT the sum of _____ for the restoration of the unofficial detour route to its pre-designation condition, in lieu of INDOT restoring the unofficial detour route;

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained (the adequacy of which consideration as to each of the parties to this agreement is hereby mutually acknowledged), and other good and valuable consideration, and intending to be legally bound, INDOT and LOCAL GOVERNMENT hereby covenant and agree as follows:

Section 1. Restoration of Unofficial Detour Route. The LOCAL GOVERNMENT shall restore the unofficial detour described in Exhibit A to its pre-designation condition (hereinafter the "Project").

Section 2. Compensation from INDOT. In lieu of constructing the Project, INDOT shall pay to the LOCAL GOVERNMENT the sum of _____ for the costs of the Project. The LOCAL GOVERNMENT shall be responsible for any and all costs of the Project, which exceed the amount set forth in this Section 2.

Section 3. Design and Construction. The LOCAL GOVERNMENT shall design and prepare the plans, specifications and special provisions for the Project. The LOCAL GOVERNMENT shall award the construction contract or perform the work itself, in accordance with all applicable bidding statutes and requirements.

Section 4. Construction and Project Management Compensation Procedure. The LOCAL GOVERNMENT shall submit vouchers to INDOT for the work completed. Upon approval of the voucher by INDOT, INDOT shall make such payment to the LOCAL GOVERNMENT. Such approval shall not be unreasonably withheld.

Section 5. Non-Discrimination. Pursuant to IC 22-9-1-10, LOCAL GOVERNMENT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 6. Modification/Entire Agreement. This Agreement may be amended from time to time hereafter only in writing executed by all parties, and submitted to the Indiana Attorney General for approval as to form and legality. No verbal change, modification, or amendment shall be effective unless in writing and signed by the parties and the Attorney General. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statements, representations or warranties stated or implied.

Section 7. Governing Laws. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in the State of Indiana.

Section 8. Subsequent Acts. The parties agree that they will, at any time and from time to time, from and after the execution of this Agreement, upon request, perform or cause to be performed such acts, and execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such documents as may be reasonably required for the performance by the parties of any of their obligations under this Agreement.

Section 9. Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 10. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 11. Assignment. This Agreement shall be binding upon and shall inure to the benefits of the parties, their legal representatives, successors and assigns, provided, however, because this Agreement is personal to each of the parties hereto, no party may sell, assign, delegate, or transfer this Agreement or any portion thereof, including, without limitation, any rights, title, interests, remedies, powers, and/or duties hereunder without the express written consent of the other party.

Section 12. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 13. Attorney General Approval. This Agreement shall not be effective unless and until approved by the Attorney General of Indiana, or his authorized representatives, as to legality and form.

Section 14. Authorizations. Any person executing this Agreement in a representative capacity hereby warrants that he has been duly authorized by his principal to execute this Agreement on such principal's behalf.

Section 15. Force Majeure, Suspension and Termination. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

Section 16. Substantial Performance. This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

Section 17. Indemnification. The LOCAL GOVERNMENT agrees to indemnify, defend, exculpate, and hold harmless INDOT, its officials and employees from any liability, loss, damage, injuries, or other casualties of whatever kind, or by whomsoever caused, due to the performance of any of the obligations under this Agreement, whether due in whole or in part to the negligent acts or omissions of INDOT, its officials, or employees; or the LOCAL GOVERNMENT, its agents or employees, or other persons engaged in the performance of the work; or the joint or several acts or omissions of any of them, including any claims arising out of the Worker's Compensation Act or any other law, ordinance, order, or decree. The LOCAL GOVERNMENT further agrees to pay all reasonable expenses and attorneys fees incurred by or imposed on INDOT in connection herewith in the event that the LOCAL GOVERNMENT shall default under the provisions of this Section.

Section 18. Maintaining a Drug-Free Workplace, Exec. Order #90-5.

A. LOCAL GOVERNMENT hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation within ten (10) days after receiving actual notice that an employee of LOCAL GOVERNMENT has been convicted of a criminal drug violation occurring in LOCAL GOVERNMENT's workplace.

B. In addition to the provisions of subparagraph (A) above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, LOCAL GOVERNMENT hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by LOCAL GOVERNMENT in junction with this Agreement and which is appended as an Attachment hereto.

C. It is further expressly agreed that the failure of LOCAL GOVERNMENT to in good faith comply with the terms of subparagraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph (B) above shall constitute a material breach of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

LOCAL GOVERNMENT

(Name)

(Signature)

(Printed Name and Title)

(Signature)

(Printed Name and Title)

(Signature)

(Printed Name and Title)

ATTEST:

(Signature)

(Printed Name and Title)

STATE OF INDIANA
Indiana Department of Transportation

Donald W. Lucas
Chief Highway Engineer

For: Curtis A. Wiley, Commissioner

Approved as to Legality and Form:

Jeff Modisett
Attorney General of Indiana

(FOR)

Date Approved: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County personally appeared

(Name of signers, their official

capacity and firm name)

and each acknowledged the execution of the foregoing contract on this ____ day of _____, 1999, and each
acknowledged and stated that he is the party authorized by the said firm to execute the foregoing contract.

Witness my hand and seal the said last named date.

My Commission Expires

County of Residence

Notary Public

Print or type name

ACKNOWLEDGMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County, personally appeared Donald W. Lucas,
Chief Highway Engineer of the Indiana Department of Transportation, and acknowledged the execution of the
foregoing contract on this _____ day of _____, 19____.

Witness my hand and seal the said last named date.

My Commission Expires

County of Residence

Notary Public

Print or type name