

**RESOLUTION NO. 09-569**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A DETOUR  
AGREEMENT WITH THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Washington State Department of Transportation closed the 80-year-old Green River/Kummer Bridge on State Route 169 for repairs on November 18, 2008; and

**WHEREAS**, the Washington State Department of Transportation (WSDOT) has determined that the most efficient and shortest passenger vehicle detour route around the closed bridge for State Route 169 traffic is through Black Diamond on Roberts Drive; and

**WHEREAS**, the State has directed commercial truck traffic around Black Diamond to protect the city streets; and

**WHEREAS**, the State recognizes that there will be impacts to the City of Black Diamond related to the additional traffic on Roberts Drive and is willing to cover the increased costs of maintenance and repair; and

**WHEREAS**, the WSDOT also recognizes the impact of the bridge closure on residents and businesses in the City and therefore agrees to other terms related to signage, enforcement, snow / ice removal and citizen communications;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute a Local Agency Haul Road/Detour Agreement with the State of Washington Department of Transportation substantially in the form hereto attached as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 8th DAY OF JANUARY, 2009.**

CITY OF BLACK DIAMOND:

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk



<b>Local Agency Haul Road/Detour Agreement</b>		Organization and Address Black Diamond 24301 Roberts Drive Black Diamond, WA 98010	
Agreement Number HRD1-0382		Section / Location SR 169 - T.21N., R.6E., W.M. Green River [Kummer] Bridge closed	
State Route Number 169	Control Section Number		
Region Northwest Region		Description of Roads or Streets Roberts Drive and Black Diamond - Ravensdale Road	
Intended Use (Haul Road or Detour Road) Detour		Vehicle Restrictions: No vehicle whose registered gross vehicle weight equals or exceeds ten (10) tons.	
Vehicle Restrictions Yes, see box at right.			

THIS AGREEMENT, made and entered into this 8th day of January, 2009, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, 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

WHEREAS, 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:

**I**

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

**II**

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE 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.

**III**

The STATE 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 the STATE'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.

**IV**

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 II.

**V**

It is expressly understood that the STATE 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 II. 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.

**VI**

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.

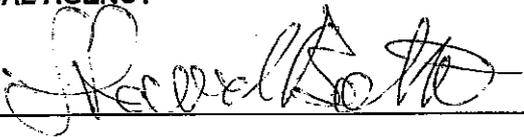
VII

No liability shall attach to the STATE 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 day and year first above written.

LOCAL AGENCY

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By 

By \_\_\_\_\_

Title MAYOR

Title \_\_\_\_\_

Date 1-8-09

Date \_\_\_\_\_

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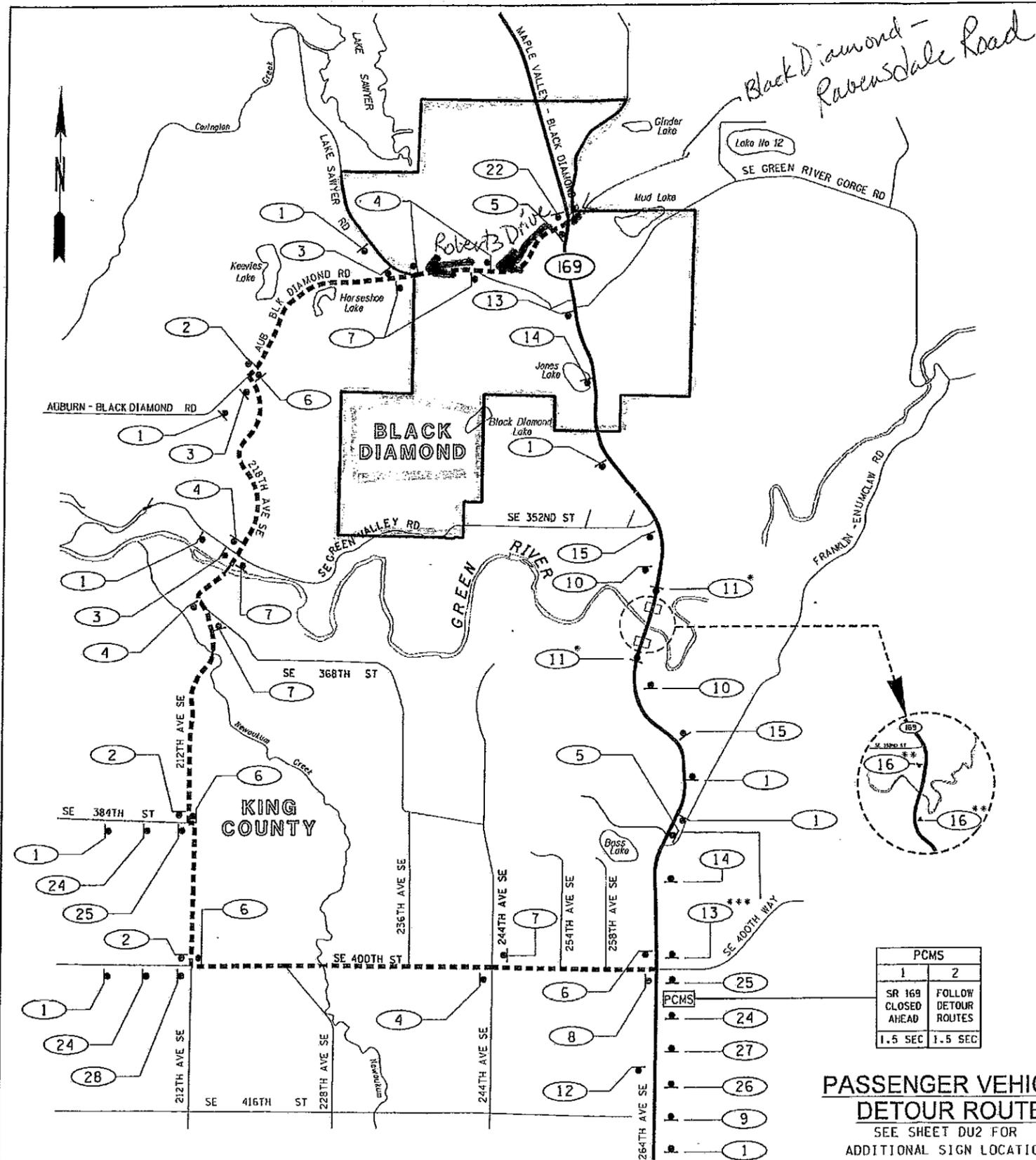
The STATE agrees to the following:

1. Remove snow and ice, and apply sand and other de-icing chemicals on the detour route through the LOCAL AGENCY within the general priorities STATE assigns to routes in the area.
2. Install signs:
  - A. Black Diamond Business Open During Construction
  - B. Weight Limit Regulatory
  - C. Weight Limit Warning Signs:

Exact locations to be determined in field by agency representatives.

3. Enforcement:
  - A. Pay for special commercial vehicle emphasis patrols at the actual cost per hour for LOCAL AGENCY officers up to a limit of \$5,300 for the period. The STATE and LOCAL AGENCY agree that patrols will be imposed on an "as-needed" basis. This estimate assumes that there will be approximately 2 patrols per month (8 hours each) for a period of 6 months. The LOCAL AGENCY will inform the STATE when the expenses are projected to exceed more than 75% of the \$5,300 limit. The LOCAL AGENCY and the STATE must agree on an additional budget amount before the LOCAL AGENCY can bill over the \$5,300 limit.
4. Communication
  - A. Provide a web-site with regular updates on the project
  - B. Hold 1 community meeting in January 2009 to brief residents on the project.





PCMS	
1	2
SR 169 CLOSED AHEAD	FOLLOW DETOUR ROUTES
1.5 SEC	1.5 SEC

**PASSENGER VEHICLE  
DETOUR ROUTE**  
SEE SHEET DU2 FOR  
ADDITIONAL SIGN LOCATIONS

- SIGN NO. 1: 60" ROAD CLOSED AT GREEN RIVER BRIDGE
- SIGN NO. 2: 48" SOUTH DETOUR
- SIGN NO. 3: 48" SOUTH DETOUR
- SIGN NO. 4: 48" SOUTH DETOUR
- SIGN NO. 5: 48" NORTH DETOUR
- SIGN NO. 6: 48" NORTH DETOUR
- SIGN NO. 7: 48" NORTH DETOUR
- SIGN NO. 8: 60" NORTH SOUTH DETOUR
- SIGN NO. 9: 48" DETOUR AHEAD
- SIGN NO. 10: 48" ROAD CLOSED AHEAD
- SIGN NO. 11: 48" ROAD CLOSED
- SIGN NO. 12: 48" END ROAD WORK
- SIGN NO. 13: 60" ROAD CLOSED 2 1/2 MILES AHEAD LOCAL TRAFFIC ONLY
- SIGN NO. 14: 60" ROAD CLOSED 2 MILES AHEAD LOCAL TRAFFIC ONLY
- SIGN NO. 15: 60" ROAD CLOSED 1 1/2 MILES AHEAD LOCAL TRAFFIC ONLY
- SIGN NO. 16: 70" 50" 70" 50" ROAD TO BE CLOSED DAY & NIGHT
- SIGN NO. 17: 60" SOUTH NORTH DETOUR
- SIGN NO. 18: 60" SOUTH NORTH DETOUR
- SIGN NO. 19: 48" SOUTH DETOUR TRUCKS COMMERCIAL VEHICLES NEXT LEFT
- SIGN NO. 20: 48" SOUTH DETOUR CARS PASSENGER VEHICLES
- SIGN NO. 21: 48" SOUTH DETOUR TRUCKS COMMERCIAL VEHICLES
- SIGN NO. 22: 48" SOUTH DETOUR CARS PASSENGER VEHICLES
- SIGN NO. 23: 48" SOUTH DETOUR TRUCKS COMMERCIAL VEHICLES
- SIGN NO. 24: 48" NORTH DETOUR CARS PASSENGER VEHICLES
- SIGN NO. 25: 48" NORTH DETOUR TRUCKS COMMERCIAL VEHICLES
- SIGN NO. 26: 48" NORTH DETOUR CARS PASSENGER VEHICLES NEXT LEFT
- SIGN NO. 27: 48" NORTH DETOUR TRUCKS COMMERCIAL VEHICLES NEXT RIGHT
- SIGN NO. 28: 48" NORTH DETOUR TRUCKS COMMERCIAL VEHICLES

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Exhibit A  
December 2008  
Sheet 3  
of 3

**NOTES**  
ALL SIGNS WILL BE SUPPLIED TO CONTRACTOR BY WSDOT IN ACCORDANCE WITH THE CONTRACTING AGENCY SUPPLIED MATERIAL SPECIAL PROVISION.  
\* SIGNS (11) TO BE MOUNTED ON TYPE 3 BARRICADE IN CENTER OF ROADWAY. TRAFFIC DRUMS TO BE USED DURING ROAD CLOSURE.  
\*\* SIGNS (16) TO BE PLACED FIVE DAYS IN ADVANCE OF CLOSURE. SIGNS TO BE REMOVED DURING CLOSURE. ACTUAL PLAQUE MESSAGES TO BE DETERMINED BY THE ENGINEER.  
\*\*\* SIGNS (13) TO BE MOUNTED ON TYPE 3 BARRICADE IN CENTER OF ROADWAY.  
□ TRUCK WITH TRUCK-MOUNTED IMPACT ATTENUATOR. TWO USED; ONE LOCATED AT EACH END OF BRIDGE.  
VERIFY ALL SIGN LOCATIONS WITH THE ENGINEER.

FILE NAME	T:\412350\L-3351\CAD\PS&ESheets\XL3351_PS_DU.63 Levels.dgn	REGION NO.	10	STATE	WASH	FED. AID PROJ. NO.			<b>SR 169 GREEN RIVER BRIDGE UNSTABLE SLOPE - STAGE 2</b>	<b>DETOUR ROUTES AND SIGNING</b>	PLOT 1
TIME	9:39:05 AM	JOB NUMBER	08A029	CONTRACT NO.		LOCATION NO.					DU1
DATE	11/21/2008	DESIGNED BY	J. AN	DATE		BY					SHEET 12 OF 13 SHEETS
DESIGNED BY	J. AN	ENTERED BY	J. AN	REGIONAL ADM.	L. ENG	REVISION					
CHECKED BY	H. NGUYEN	PROJ. ENCR.	G. L. MCKEE								