

PROJECT NO. BR-NBIS(95)
CONTROL NO. 00872
LINCOLN COUNTY
STATE OF NEBRASKA DEPARTMENT OF ROADS
STATEWIDE 2012 FRACTURE CRITICAL BRIDGE
INSPECTIONS AND RE- LOAD RATINGS

THIS AGREEMENT, entered into by and between Lincoln County, hereinafter referred to as the "County", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State".

WITNESSETH

WHEREAS, certain bridges on county roads in said County have been designated as being eligible for Federal-Aid Bridge Replacement funds by the Department of Transportation, Federal Highway Administration, hereinafter call FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, Federal-Aid Bridge Replacement Funds have been made available by Title 23 of the United States code, providing for the inspection and re-load rating (re-load rating is not necessary if bridge condition remains the same) of the fracture critical bridges on its public roads, and

WHEREAS, the Federal share payable on any project provided for by the above mentioned code shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating costs thereof, and

WHEREAS, regulations for carrying into effect the provisions of the above mentioned code provide that the Federal share of the cost of such project shall be paid only to the State, and

WHEREAS, the County's share of the proposed project shall be twenty (20) percent of the actual project costs and this share shall be from County funds, and

WHEREAS, the State is willing to obtain Federal approval of the proposed work and Federal funds for the proposed project, with the understanding that no State funds including State-Aid Bridge funds are to be expended on this project, and

WHEREAS, the County has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs based on twenty (20) percent County participation are currently estimated to be \$936.45, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

fracture critical bridges on its public roads, as evidenced by the Resolution of the County Board dated the _____ day of _____, 2012, attached hereto, identified as Exhibit "A", and hereby made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The State and the County agree that the Federal share payable on this project shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating (if necessary) costs thereof.

SECTION 2. The State hereby agrees to present this project to the FHWA for its approval, if necessary, and the County understands that no State funds will be expended for this project.

SECTION 3. The State agrees to cause to be performed the inspection and re-load rating (if necessary) of the fracture critical bridges that are due for inspection in 2012 in the County. The State will continue to have jurisdictional responsibility for all public bridges on the State highway system. Further, the State will be responsible for arranging for the inspection by consultants, for the county, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the County any jurisdictional responsibility for bridges on the State highway system, and does not shift any duty to the State for jurisdictional responsibility of any bridges off of the State highway system.

SECTION 4. The proposed work of the Consultant shall be performed in accordance with the following publications:

1. AASHTO Manual for Bridge Evaluation (MBE) First Edition 2008.
2. AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002 (LFD)
3. Minimum Design Standards, 2008, Board of Public Roads Classifications and Standards.
4. Safety Inspection of In-Service Bridges, 2004
5. Fracture Critical Techniques for Steel Bridges, 2006
6. Bridge Inspection Program Manual, 2010
7. Coding Guide for Structure Inventory and Appraisal, published by the State, March 2002.
8. AASHTO LRFD Bridge Design Specifications, 4th Edition, 2007

SECTION 5. The total cost of this work is currently estimated to be \$4,682.23, with the County's twenty (20) percent share being \$936.45. Both parties recognize this is a preliminary estimate and the final costs may well be higher or lower. Costs incurred by the State with respect to the entire project shall be considered as a part of the total cost of the project to be paid out of County and Federal funds. It is also understood that the costs incurred by the State attributable to this project, will not include any administrative cost or expenses of State

\$936.45. The County agrees to pay the State within thirty days after receipt of the billing from the State. The final settlement between the State and County will be made following final audits and when final costs have been determined by the State.

SECTION 6. It is further understood that the County's share of the total project costs shall be all costs not paid for by Federal funds. Therefore, if the Federal government refuses to participate in the project or any portion thereof, the County is responsible for full project payment with no cost or expense to the State in such project or portion thereof. Should the project be abandoned before completion, the County will pay all costs incurred by the State prior to such abandonment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the County this ____ day of _____, 2012.

WITNESS:

COUNTY OF LINCOLN

County Clerk

Chairperson, County Board

EXECUTED by the State this ____ day of _____, 2012.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Larry L. Legg

Local Projects Secondary Roads Engineer

FOR FRACTURE CRITICAL BRIDGE INSPECTIONS

Lincoln County

Resolution No. _____

Whereas: the Nebraska Department of Roads (NDOR) is developing a transportation project, on the behalf of the county, for which it intends to obtain Federal funds;

Whereas: Lincoln County as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: Lincoln County and the NDOR wish to enter into an Engineering Services Agreement to provide fracture critical bridge inspection and re-load rating (if necessary) services for the Federal-aid project.

Be It Resolved: by the Board of Commissioners or Supervisors of Lincoln County that:

Duane Deterding, Chairperson of the Board is hereby authorized to sign the attached Engineering Services Agreement between Lincoln County and the NDOR.

Project No. BR-NBIS(95)

Control No. 00872

Project Name: 2012 Statewide Fracture Critical Bridge Inspections

Adopted this _____ day of _____, 2012 at _____ Nebraska.
(Month) (Year)

The Board of Commissioners or Supervisors of Lincoln County:

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature of County Clerk