



City of Grand Island

Tuesday, February 28, 2012

Council Session

Item G12

**#2012-50 - Approving Agreement with NDOR for 2012 Fracture
Critical Bridge Inspections**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: February 28, 2012

Subject: Approving Agreement with NDOR for 2012 Fracture Critical Bridge Inspections

Item #'s: G-12

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council. The Nebraska Department of Roads (NDOR) is willing to obtain Federal approval and funds, which provide 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.

Discussion

The State is responsible for the inspection and evaluation of all State Highway System bridges, while the City is responsible for the inspection and evaluation of all bridges on streets and roadways within its jurisdiction. Bridge inspections and load ratings are a requirement of the National Bridge Inspection Standards (NBIS) and the Nebraska Bridge Inspection Program (BIP). A BIP Manual was developed by the NDOR to set forth methods and procedures that enable local public bridge owners to comply with the NBIS.

The State will be responsible for arranging for the inspection by consultants, for the City, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the City 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.

The total cost of this work is currently estimated to be \$1,300.00, with the City's twenty (20) percent share being \$260.00. The City of Grand Island currently has only one Fracture Critical Bridge, which is located on Blaine Street approximately 250' north of US Highway 34.

Funding for such inspections will be from a combination of federal aid and local funds.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

AGREEMENT FOR
CONSULTANT INSPECTION AND RE-LOAD RATING
ON FRACTURE CRITICAL BRIDGES

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

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

WITNESSETH

WHEREAS, certain bridges on roads in said City 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 City's share of the proposed project shall be twenty (20) percent of the actual project costs and this share shall be from City 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 City 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 City participation are currently estimated to be \$260,00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the City desires the inspection and re-load rating (if necessary) of the fracture critical bridges on its public roads, as evidenced by the Resolution of the City Council 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 City 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 City 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 City. 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 city, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the City 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 \$1,300,000, with the City's twenty (20) percent share being \$260,000. 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 City 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 administrative officials.

Upon full execution of this agreement, the State will invoice the City \$260.00. The City agrees to pay the State within thirty days after receipt of the billing from the State. The final settlement between the State and City will be made following final audits and when final costs have been determined by the State.

SECTION 6. It is further understood that the City'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 City 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 City 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 City this ____ day of _____, 2012.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

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

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Larry L. Legg

Local Projects Secondary Roads Engineer

RESOLUTION
SIGNING OF AN ENGINEERING SERVICES AGREEMENT
FOR FRACTURE CRITICAL BRIDGE INSPECTIONS

City of Grand Island

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: City of Grand Island 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: City of Grand Island 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 City Council of the City of Grand Island, Nebraska that:

Jay Vavricek, Mayor of the City of Grand Island is hereby authorized to sign the attached Engineering Services Agreement between the City of Grand Island 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 City Council of the City of Grand Island, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution _____ Seconded the Motion
Member _____
Roll Call: Yes _____ No _____ Abstained _____ Absent _____
Resolution adopted, signed and billed as adopted

Attest:

Signature of City Clerk

RESOLUTION 2012-50

WHEREAS, the Nebraska Department of Roads is willing to obtain Federal approval and funds, which provide 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 State will be responsible for arranging for the inspection by consultants, for the City, on their fracture critical bridges; and

WHEREAS, the total cost of the work is currently estimated to be \$1,300.00, with the City's twenty (20) percent share being \$260.00; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the 2012 fracture critical bridge inspection is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk