

AGREEMENT

PROJECT NO. BR-NBIS(83)
CONTROL NO. 00810
CITY OF LINCOLN
STATE OF NEBRASKA DEPARTMENT OF ROADS
STATEWIDE FRACTURE CRITICAL BRIDGE
INSPECTIONS

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

WITNESSETH

WHEREAS, certain 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 re-inspection, re-rating and appropriate signing of fracture critical bridges on public roads, and

WHEREAS, the Federal share payable on any project provided for by the above mentioned code shall not exceed 80 percent of the eligible engineering for bridge inventory, inspection and classification 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 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-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 \$2,059.23, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the City desires the re-inspection, re-rating and appropriate signing of fracture critical bridges on public roads, as evidenced by the Resolution of the City Council dated the ____ day of _____, 20__, attached hereto, identified as Exhibit "A", and

hereby made a part of this agreement, and

WHEREAS, the City desires the 2010 re-inspection, re-rating and signing, if necessary, of the following fracture critical bridge in the City:

Structure No. U142514300

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 80 percent of the eligible engineering for bridge inventory, inspection and classification costs thereof.

SECTION 2. The State hereby agrees to present this project to the FHWA for its approval, if necessary.

SECTION 3. The State agrees to perform or cause to be performed the re-rating and re-inspecting of the following fracture critical bridges in the City, including signing if needed:

Structure No. U142514300

SECTION 4. The proposed work 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 \$10,296.16, with the City's 20 percent share being \$2,059.23. 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 administrative officials. Upon full execution of this agreement, the State will invoice the City \$2,059.23. 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, where 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 _____, 2010.

WITNESS:

CITY OF LINCOLN

City Clerk

Mayor

EXECUTED by the State this ____ day of _____, 2010.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Engineer

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