

11/000832

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT FOR
FRACTURE CRITICAL BRIDGE INSPECTIONS AND RE-LOAD RATING

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an Agreement has been proposed with the State of Nebraska, Department of Roads, to obtain federal funding for 80% of the cost of the inspection and re-load rating for fracture critical bridges on public roads, as further described in said Agreement; and said agreement is in the best interest of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Agreement with the Nebraska Department of Roads for Fracture Critical Bridge Inspections- County Projects, Project No. BR-NBIS(91), Control No. 00840, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that Chair and Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska.

DATED this 29th day of March, 2011.

Moved by Jim Thompson, seconded by Jim Warren, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>		
<u>[Signature]</u>		ABSTAIN:
<u>[Signature]</u>		<u>none</u>
<u>[Signature]</u>		

Attest:

SEAL

[Signature]
County Clerk



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

PROJECT NO. BR-NBIS(91)
CONTROL NO. 00840
SARPY COUNTY
STATE OF NEBRASKA DEPARTMENT OF ROADS
STATEWIDE FRACTURE CRITICAL BRIDGE
INSPECTIONS AND RE- LOAD RATINGS

THIS AGREEMENT, entered into by and between Sarpy 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 \$6,967.29, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

BL1170

WHEREAS, the County 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 County Board dated the 29th day of March, 2011, 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 2011 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 \$34,836.43, with the County's twenty (20) percent share being \$6,967.29. 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 administrative officials. Upon full execution of this agreement, the State will invoice the County \$6,967.29. 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.

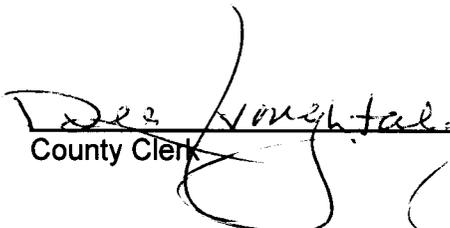
SECTION 6. It is further understood that the County's share of the total project costs shall be all costs not paid for by Federal funds. Therefore, if the Federal government refuses to participate in the project or any portion thereof, the County is responsible for full project payment with no cost or 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.

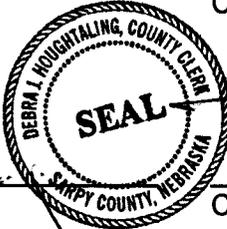
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the County this 27th day of March, 2011.

WITNESS:

COUNTY OF SARPY

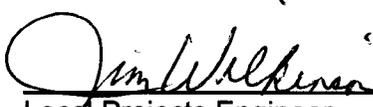

County Clerk



Chairperson, County Board

EXECUTED by the State this 1st day of April, 2011.

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


Local Projects Engineer



Dave Heineman
Governor

STATE OF NEBRASKA

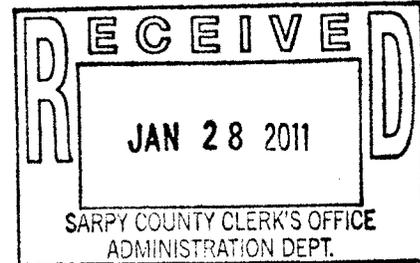
DEPARTMENT OF ROADS

Monty W. Fredrickson, P.E., Director - State Engineer
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402)471-4567 • FAX (402)479-4325 • www.transportation.nebraska.gov

January 25, 2011

Deb Houghtaling
Sarpy County
1210 Golden Gate Dr
Papillion, NE 68046

Dear Ms. Houghtaling:



RE: Project No. BR-NBIS(91), Control No. 00840 Fracture Critical Bridge Inspections

Your county has a fracture critical bridge or bridges scheduled for inspection and re-load rating (re-load rating is not necessary if bridge condition remains the same) in 2011. A list of bridges currently scheduled for inspection is attached. As discussed at recent NACO meetings with State Bridge Engineer Mark Traynowicz, the Department of Roads has arranged for the inspection and re-load rating (if necessary) of all fracture critical bridges in your county due for inspection in 2011. To ensure uniformity of inspection procedures, NDOR has, on the behalf of your county, hired consultants to conduct these fracture critical bridge inspections and re-load ratings. Enclosed are two copies of an agreement between your county and the State of Nebraska, Department of Roads (NDOR) for the 2011 Fracture Critical Bridge Inspections in your County.

Please sign and execute both agreements, including a signing resolution, no later than March 31, 2011 and return to the Local Projects Division at the NDOR. A sample resolution can be found at <http://www.nebraskatransportation.org/gov-aff/downloads.htm> under the 'Resolution Templates for LPA's' section.

Upon execution of the agreement, your county will be billed 20% of the cost of the inspections. If your county has a soft match credit balance, it can be used to cover the counties 20% share of the cost. Please notify Cindy Bell (cindy.bell@nebraska.gov) if you wish to use your soft match credit.

If you have any questions regarding the fracture critical bridge inspections, please call me at 402-479-3943, Cindy Bell at 479-3666 or Chad Packard in the Bridge Division at 402-479-3723.

Sincerely,

Larry L. Legg
Secondary Roads Engineer
Local Projects Division

Enclosures

FRACTURE CRITICAL BRIDGES

For 2010-2011 Contracts

11/08/2010

KIRKHAM - MICHAEL

C007403410P	12/2011	3.5S9.3WSALM(703-634635)	EASLY CREEK	1	310	0	000	20	62	N
C007403415P	12/2011	3.3S5.3W SALM(703-638639)	RATTLESNAKE CREEK	1	310	0	000	16	47	N
C007403425P	12/2011	3.5S3W SALEM(703-641/642)	ROCK CREEK	1	310	2	302	20	103	N
C007410820	12/2011	.5SE STELLA(717-643/644)	HOOSIER CREEK	1	310	0	000	21	52	N
C007411015P	12/2011	2S 1E ST (715T-643/645AV)	MUDDY CREEK	1	310	4	302	16	208	N
C007411215	12/2011	3.2N DAWSON (715-639/641)	DRY BRANCH	1	310	1	302	16	81	N
C007413840	12/2011	2WUS73 KS SL(702-650/651)	PONY CREEK	1	310	0	000	19	102	N
C007421220	12/2011	3S .7W SHUB (715-646/647)	SARDINE BRANCH	1	310	1	302	15	86	N
C007421610	12/2011	1.5W1N VERD (713-644/645)	STREAM	1	310	0	000	16	42	N
C007422025	12/2011	1.7E 1S VERD (711-647/648)	STREAM	1	310	0	000	15	72	N
C007422820P	12/2011	1.2E OF SALEM (707 LANE)	STREAM	1	303	0	000	20	43	N
C007423425	12/2011	75/N8 2S7.3E(704-647/648)	STREAM	1	310	0	000	20	62	N
C007424310	12/2011	4N OF FALLS CITY (J-22)	STREAM	1	310	1	302	20	81	N
C007425105	12/2011	2.7N3.5E FC (655-709/710)	STREAM	1	310	0	000	18	57	N
C007425715	12/2011	2W 6N RULO (658-711/712T)	WINNEBAGO CREEK	1	310	1	302	25	132	N

RICHARDSON

BRIDGE NO	FC DATE	DUE	LOCATION	FEATURE CROSSED	NUMBER OF MAIN SPANS	TYPE	NUMBER OF APPROACH SPANS	APPROACH SPAN TYPE	WIDTH OUT TO OUT	LENGTH	SNPR
C007432220	12/2011		2S4E VERDON (710-650/651)	GOOLSBY CREEK	1	310	2	302	19	129	N
C007433915	12/2011		4W1S BARADA(649-716/717)	STREAM	1	310	1	302	16	77	N
C007441010	12/2011		3.7W1S BARADA(716-64965)	MACCKELROY CREEK	1	310	0	000	15	61	N
C007442925	12/2011		1E 1S STELLA (644A-717R)	STREAM	1	303	1	302	27	62	N
C007452840	12/2011		4W 1N RULO (707-656/657)	STREAM	1	310	0	000	20	52	N
C007462420	12/2011		2N3E FC (709RD-654/655A)	HALFBREED CREEK	1	310	1	302	20	93	N
C007462620	12/2011		2N .5W RULO (708-659/660)	STREAM	1	310	0	000	16	72	N
C007411445	1/2011		3S.5E BARADA(714-653/654)	STREAM	1	310	1	302	16	81	N

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SARPY

BRIDGE NO	FC DATE	DUE	LOCATION	FEATURE CROSSED	NUMBER OF MAIN SPANS	TYPE	NUMBER OF APPROACH SPANS	APPROACH SPAN TYPE	WIDTH OUT TO OUT	LENGTH	SNPR
C007721220	10/2011		1.5S 3.3W PAPIILLION	SPRINGFIELD CREEK	1	302	0	000	19	36	N
C007701005	12/2011		.2S 2.4W GREтна	WESTERN SARPY DRAIN DITC	1	310	2	302	15	91	N
C007701010	12/2011		.2S 2.2W GREтна	STREAM	1	310	1	302	15	70	N
C007701205	12/2011		1.2S 2W GREтна	WESTERN SARPY DRAIN DITC	1	310	0	000	15	61	N
C007701405	12/2011		2.2S 2W GREтна	WESTERN SARPY DRAIN DITC	1	310	1	302	16	82	N
C007701605	12/2011		3.2S 2W GREтна	WSARPY DRAIN DITCH	1	310	0	000	15	52	N
C007701905	12/2011		1W 1.8S SPRINGFIELD	BUFFALO CREEK	1	310	0	000	16	91	N
C007701905P	12/2011		.5W 2N SPRINGFIELD	STREAM	1	310	0	000	15	52	N
C007702005P	12/2011		2S SPRINGFIELD	SPRINGFIELD CREEK	1	310	0	000	15	87	N

FRACTURE CRITICAL BRIDGES

For 2010-2011 Contracts

11/08/2010

KIRKHAM - MICHAEL

C007702010	12/2011	1.3S 8.4W SPRINGFIELD	WESTERN SARPY DRAIN DITC	1	310	0	000	16	63	N
C007702205P	12/2011	2.5S 6W SPRINGFIELD	STREAM	1	310	1	302	15	103	N
C007702215	12/2011	2.3S SPRINGFIELD	BUFFALO CREEK	1	310	2	302	15	130	N
C007702505	12/2011	1.5E 1.4S SPRINGFIELD	STREAM	1	310	0	000	15	51	N
C007703105P	12/2011	3.8S PAPILLION	STREAM	1	310	0	000	17	46	N
C007703305P	12/2011	3S 1E PAPILLION	STREAM	1	310	0	000	15	57	N
C007710305	12/2011	3W 1.4N GRETNA	STREAM	1	310	2	302	16	184	N
C007710420	12/2011	2N 2.6E GRETNA	STREAM	1	310	0	000	19	51	N
C007710510P	12/2011	7.5W SPRINGFIELD	STREAM	1	310	0	000	16	61	N
C007710605	12/2011	1N .5E GRETNA	STREAM	1	310	0	000	15	41	N
C007711315	12/2011	.7N 4W SPRINGFIELD	BUFFALO CREEK	1	310	0	000	16	51	N
C007711705	12/2011	2W 1S SPRINGFIELD	BUFFALO CREEK	1	310	1	302	16	86	N
C007711805	12/2011	.5S 8.5W OF SPRINGFIELD	WESTERN SARPY DRAIN DITC	1	310	0	000	16	56	N
C007721710	12/2011	3E GRETNA	STREAM	1	310	2	200	18	102	N
C007721815	12/2011	.3S SPRINGFIELD	SPRINGFIELD CREEK	1	310	2	302	20	108	N
C007722025	12/2011	1.3S 1.6W SPRINGFIELD	BUFFALO CREEK	1	310	3	302	16	140	N

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SEWARD

BRIDGE NO	<u>FC DATE</u>	<u>LOCATION</u>	<u>FEATURE CROSSED</u>	<u>NUMBER OF MAIN SPANS</u>	<u>TYPE</u>	<u>NUMBER OF APPROACH SPANS</u>	<u>APPROACH SPAN TYPE</u>	<u>WIDTH OUT TO OUT</u>	<u>LENGTH</u>	<u>SNPR</u>
C008002710	4/2011	5E OF GOEHNER	CROOKED CREEK	1	310	0	000	20	51	N
C008002905P	4/2011	4.2S OF SEWARD	CROOKED CREEK	1	310	0	000	16	61	N

SEWARD

BRIDGE NO	<u>FC DATE</u>	<u>LOCATION</u>	<u>FEATURE CROSSED</u>	<u>NUMBER OF MAIN SPANS</u>	<u>TYPE</u>	<u>NUMBER OF APPROACH SPANS</u>	<u>APPROACH SPAN TYPE</u>	<u>WIDTH OUT TO OUT</u>	<u>LENGTH</u>	<u>SNPR</u>
C008012510	4/2011	4E OF GOEHNER	CROOKED CREEK	1	303	0	000	17	40	N
C008013625	4/2011	.7NE OF PLEASANT DALE	MIDDLE CREEK	1	310	0	000	18	61	N
C008023110	4/2011	3S 1W OF BEE	BIG WEEDY CREEK	1	310	0	000	16	50	N
C008033815	4/2011	.5SW OF PLEASANT DALE	MIDDLE CREEK	1	310	0	000	20	51	N
C008001115	5/2011	.2S OF BEAVER CROSSING	W FK BIG BLUE RIVER	1	310	1	302	18	131	N
C008001405	5/2011	1.2SW OF STAPLEHURST	LINCOLN CREEK	1	310	0	000	16	72	N
C008011605	5/2011	2S .2W OF STAPLEHURST	LINCOLN CREEK	1	303	0	000	17	60	N
C008020705	5/2011	1.5E 5N OF UTICA	LINCOLN CREEK	1	310	1	302	16	91	N
C008021920	5/2011	1S 1W OF STAPLEHURST	LINCOLN CREEK	1	310	1	302	16	72	N
C008000120	6/2011	1S I80 YORK CL	BEAVER CREEK	1	310	2	702	16	117	N
C008000210	6/2011	5W N15 BUTLER CL	BIG BLUE RIVER	1	310	0	000	18	81	N
C008000820	6/2011	2N OF STAPLEHURST	BIG BLUE RIVER	1	310	0	000	16	91	N
C008001105	6/2011	4S OF BEAVER CROSSING	JOHNSON CREEK	1	303	0	000	20	40	N
C008001310	6/2011	1SE OF BEAVER CROSSING	W FK BIG BLUE RIVER	1	310	1	302	18	131	N



SARPY COUNTY

Dennis L. Wilson P.E.
Sarpy County Engineer

SURVEY / HIGHWAY DEPARTMENT

15100 South 84th Street • Papillion, Ne 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

Memo

To: Sarpy County Board of Commissioners

From: Dennis Wilson, Sarpy County Engineer *DM*

Subject: Recommendation of Fracture Critical Bridge Inspections & Re-load Ratings.
No. BR-NBIS (91), Control No. 00840

Date: March 22, 2011

I recommend approval of the Agreement and Resolution with the Nebraska Department of Roads for fracture critical bridge inspections and re-load ratings in Sarpy County. The total estimated cost is (\$34,836.43), with the County's (20) percent share being (\$6,967.29).

Please feel free to contact me with any questions.