



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

June 23, 2011

Dear Municipal Contact Person:

The Federal Surface Transportation Act requires that the Department of Transportation assure that municipal bridges are inspected and load rated every two years. The process for obtaining inspections in the 17th Cycle is being initiated with this letter.

This letter is our first step toward setting up this cycle's municipal bridge inspections. We are sending it to all municipalities so that all who have bridges that qualify this cycle have a chance to respond even though they may not have had any qualifying bridges last cycle.

Two items of information are required from each municipality at this time. These are:

- (1) The number of bridges in your municipality that will require inspection and their location within the municipality. The number of bridges should not include any bridges on NC, US, or SR routes. Bridges on these routes are state bridges maintained by the State.
- (2) The option your municipality desires to use in having the required bridge inspections completed.

These two items are discussed below:

In reference to item (1), we are requesting an answer from every municipality on this item to bring our records up to date. We need to know the number of bridges (even if the number is zero) that need to be inspected for every municipality. In order to help you determine if a structure qualifies as a bridge, the following definition is furnished:

A "bridge" is defined as a structure including supports erected over a depression or an obstruction, such as water, highway or railway, and having a passageway for carrying highway traffic and having an opening measured along the center line of the roadway more than twenty feet between under copings of abutments (clear opening, face to face of caps or abutments) or spring lines of arches or extreme ends of openings

MAILING ADDRESS:
Bridge Management Unit
1565 Mail Service Center
Raleigh, NC 27699-1565

Telephone: 919-733-4362
FAX: 919-733-2348

WEBSITE: <http://www.ncdot.org/>

LOCATION
4809 Beryl Road
Raleigh, NC

for multiple boxes. It may also include multiple pipes, where the clear distance between openings is less than half of the smaller of contiguous (adjacent) openings. See the attached drawing.

In reference to item (2), the following options are available for municipal governments:

- OPTION A: Municipal governments may inspect their own bridges with their own staff of qualified bridge inspectors, determine the structural condition and perform all engineering load ratings of the existing bridges and prepare the necessary Structure Inventory and Appraisal Forms for submission to the Federal Highway Administration.
- OPTION B: Municipal governments may employ a qualified private engineering firm to perform the inspections and load ratings
- OPTION C: Municipal governments may request the North Carolina Department of Transportation employ a qualified private engineering firm to perform the inspections and load ratings.

If you select Option A, the North Carolina Department of Transportation will make provisions for 80 percent of the cost of the inspection and load rating to be paid for by Federal-aid Highway funds. This payment will be made upon completion of the inspections and load ratings, and the submission of an acceptable invoice. The remaining 20 percent of the cost must be borne by your municipal government. There are no State funds available for the inspection and load rating of municipally owned bridges.

If you select Option B a formal agreement between the North Carolina Department of Transportation and your governing body will be required before any work can be authorized. The North Carolina Department of Transportation will make provisions for 80 percent of the cost of the inspections and load ratings to be paid for by Federal-aid Highway funds. This payment will be made upon completion of the inspections and load ratings, and the submission of an acceptable invoice. The remaining 20 percent of the cost must be borne by your municipal government. There are no State funds available for the inspection and load rating of municipally owned bridges.

If you select Option C, a formal agreement between the North Carolina Department of Transportation and your governing body will be required before any work can be authorized. The North Carolina Department of Transportation will employ and pay a private engineering firm to inspect and load rate the municipality's bridges and will invoice the municipality for 20 percent of the cost upon completion of the work. The municipality will be expected to reimburse the Department immediately upon receipt of the invoice. The remaining 80 percent will be paid for from Federal-aid Highway funds.

To expedite contract execution, we are attaching option B and C contracts to this questionnaire. Based on your elected option, please print out and execute two copies the

appropriate agreement and return both original copies to the address below. The option C Agreements will have an effective term of ten years. At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. If you entered zero for the number of bridges needing inspections, this contract execution does not apply to you.

To estimate the cost of the inspections and load ratings to the municipality, we suggest you use 20% of \$2600 or \$520 per municipal bridge. The ultimate cost of the inspection will depend on fees negotiated with the private engineering firm or the cost of a qualified municipal staff to do the work.

I am requesting you to let me know as soon as possible the number of bridges you need to have inspected (even if the number is zero) and the option your municipality desires to use. Please furnish this information on the enclosed preprinted form and send it back to me.

Please forward your answers to:

Mr. Henry A. Black, Jr., P.E.
Assistant State Bridge Management Engineer
NCDOT - Bridge Management Unit
1565 Mail Service Center
Raleigh, North Carolina 27699-1565

Email: hblack@ncdot.gov

If you or your staff have any questions on this matter, please feel free to send an email to hblack@ncdot.gov or call me at (919) 733-4362.

Sincerely,

Henry A. Black, Jr., P.E.
Assistant State Bridge Management
Engineer/Inspections
Bridge Management Unit

Enclosure

cc: Mr. Eugene A. Conti, Jr. P.E.
Mr. Terry R. Gibson, P.E.
Ms. Leslie B. Johnson
Mr. Earl Dubin, P.E., FHWA

MUNICIPAL BRIDGE INSPECTION QUESTIONNAIRE

Each municipality is requested to answer the following questions:

1. Name of Municipality City of Durham
2. Number of Bridges Requiring Inspection 52
3. Option municipality desires to use in obtaining the required bridge inspections:

Option A ()

Option B ()

Option C (X)

4. Name, Title, Phone Number, and email of Municipality Contact Person:

Name Marvin G. Williams

Title Director of Public Works

Address 101 City Hall Plaza

Telephone (919) 560-4326 x30225

Email Marvin.Williams@durhamnc.gov

5. Name and Title Phone Number, and email of person completing this questionnaire:

Name Terri Egerton

Title Executive Assistant

Address 101 City Hall Plaza

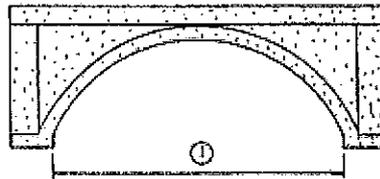
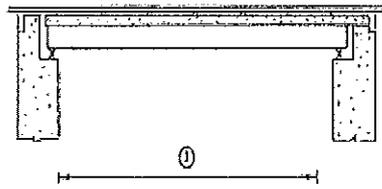
Telephone (919) 560-4326 x30223

Email Terri.Egerton@durhamnc.gov

Please attach 2 maps showing the location of the bridges within your municipality.

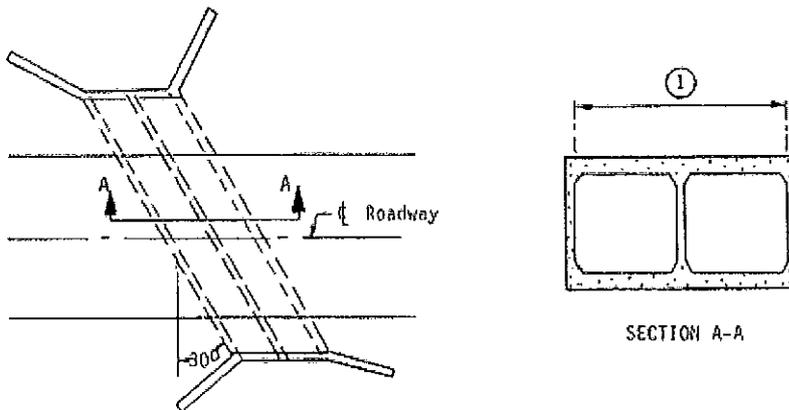
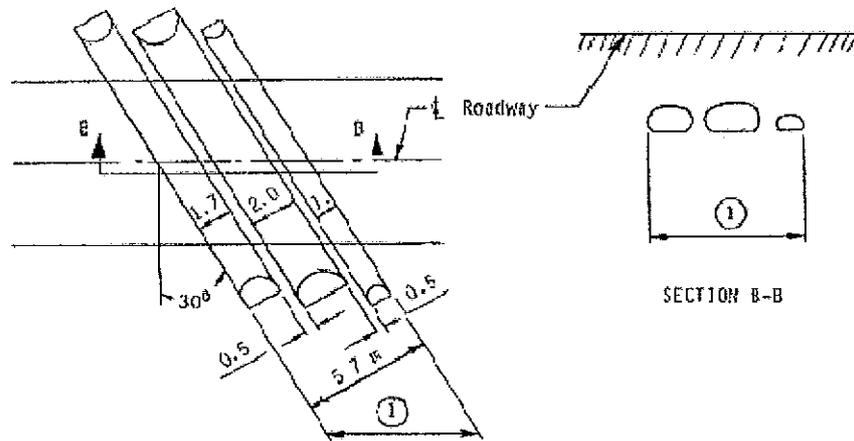
Please send this questionnaire to:

Mr. Henry A. Black, Jr., P.E.
Assistant State Bridge Management Engineer/ Inspections
NCDOT - Bridge Management Unit
1565 Mail Service Center
Raleigh, North Carolina 27699-1565
hblack@ncdot.gov



(1) Item 49 - Structure Length

28



(1) Item 49 - Structure Length = $\frac{5.7 \text{ m}}{\cos 30^\circ} = 6.58 \text{ m}$

North Carolina
Durham County

North Carolina Department of Transportation and the City of Durham
Municipal Agreement
Inspection of Bridges on the Municipal Street System
F.A. Project BRZ-NBIS (17)

THIS AGREEMENT is made and entered into on the last date executed below, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the Department, and the City of Durham, a municipal corporation hereinafter referred to as the Municipality;

Witnesseth:

WHEREAS, 23 U.S.C. 144, Sections 1101, 1114 and 1805 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A legacy for Users (SAFETEA – LU), which require that federal funds be available for certain specified Federal-Aid Highway Bridge Replacement and Rehabilitation program; and

WHEREAS, the Highway Bridge Replacement and Rehabilitation portion of the law requires that all structures defined as bridges located on public roads must be inspected on a cycle, not to exceed two years in accordance with National Bridge Inspection Standards (NBIS); and

WHEREAS, the Municipality has requested the Department or a Consultant retained by the Department to inspect and analyze all public bridges located on its Municipal Street System in compliance with the National Bridge Inspection Standards; and

WHEREAS, the Department and the Municipality are authorized to enter into an agreement for such work under the provisions of G.S. 136-18(12), G.S. 136-41.3, and G.S. 136-66.1; and,

WHEREAS, the Appropriate Official of the Municipality has approved the herein above referenced inspections and analysis and has agreed to participate in certain costs thereof in the manner and to the extent as hereinafter set out.

NOW, THEREFORE, the Department and the Municipality agree as follows:

1. The Department or a Consulting Engineering firm retained by the Department shall inspect, load rate, and prepare the necessary inspection reports for all bridges on the Municipal Street System in accordance with the National Bridge Inspection Standards.
2. All work shall be done in compliance with the following documents.
 - a. National Bridge Inspection Standards (23 CFR, Chapter 1 Part 650)
 - b. AASHTO Manual for Bridge Evaluation-2008 including all Interim Revisions.
 - c. Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges – December, 1988.
3. The Municipality shall furnish all data in the possession of the Municipality that can be released that will help the Department or its Consultant in the accomplishment of the work including but not limited to appropriate municipal maps showing the location of the bridges, plans for the bridges when available, and any prior inspection reports.
4. During the inspection process, some repairs may be discovered that require immediate attention or repair, or a regulatory sign may be missing, damaged, or incorrect. A Critical Finding Notice, Priority Maintenance Notice or Regulatory Sign Notice will be issued in these cases. It is required that the Municipality resolve or notify the

Department of their plans to resolve Priority Maintenance Notices and Regulatory Sign Notices within thirty (30) days of issuance. Critical Findings require a response within seven (7) days of notice.

5. The Municipality shall designate a responsible Municipal official with whom the Department or its Consultant will coordinate the work.
6. It is understood by the parties hereto that the Federal Highway Administration, through the Department, is to participate in the costs of the work to the extent of eighty (80) percent of actual costs, subject to compliance with all applicable federal policy and procedural rules and regulations. All costs not participated in by the Federal Highway Administration shall be borne by the Municipality.
7. Upon completion of the bridge inspection, and load rating work, the Department shall invoice the Municipality for accumulated project costs not participated in by the Federal Highway Administration. Upon FHWA final audit, the Department shall invoice/refund the Municipality any differences in the amount previously invoiced and the actual costs not participated in by the Federal Highway Administration. Reimbursement shall be made by the Municipality within sixty (60) days of the invoice date. After the due date, a late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21 (I). It is anticipated that the cost to the municipality will be approximately \$520 per structure. The actual cost is based on the work being performed therefore, the final invoice amount will not be known until the work is complete.
8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, the Municipality hereby authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1, until such a time as the Department has received payment in full.
9. It is the policy of the Department not to enter into any Agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this Agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State Department or Agency.
10. This Agreement shall have an effective term of ten (10) years beginning when executed by the State Highway Administrator and ending on the same date ten (10) years later, subject to the following termination conditions:
 - (A) At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the Municipality, this Agreement may be canceled by the City Manager and/or his designee.
 - (B) Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.
11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

**ELECTRONIC ROUTING APPROVAL FORM
FOR CONTRACTS TO BE EXECUTED WITH INK AND PAPER**

[Use this form when the City Manager or a designee is to sign a contract with pen and ink on paper and you need to track the document through the Onbase contracting system before obtaining the required ink signatures.

Here's what to do:

- 1. When ready to scan the paper contract to be executed with ink pen, print out this tracking form on a single page and make it the LAST page of your scanned contract document. Indicate for the approvers that their "electronic signature" should be place on THIS tracking form page and NOT the formal signature page requiring the ink pen signatures.*
- 2. After the contract has been fully approved within Onbase and the electronic "approval" signatures have been provided below by (a) the Finance Officer, (b) City Manager, and (c) the City Clerk you may begin to circulate the original hard-copy contract for final ink pen signatures and acknowledgement.*

– Fred Lamar 10-07-2010]

ONBASE CONTRACTING NO: _____

**The following electronic signatures are required prior to
authorization of final ink pen signatures for hard-copy original
contracts:**

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____