




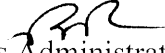
STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

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August 25, 2015

**MEMORANDUM TO:** Division Engineers  
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Tom Koch, PE  
Teresa Bruton, PE  
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**FROM:** Michael L. Holder, PE, Chief Engineer   
-and-   
Rodger Rochelle, PE, Technical Services Administrator

**SUBJECT:** Guidelines for Inclusion of Greenway Accommodations  
Underneath a Bridge as part of a NCDOT Project

The request for proposed greenway accommodations under NCDOT bridges has grown more commonplace in the last twenty years. When the request for greenway accommodations arises during the project development process, there have been varying approaches to deciding if the accommodation should be included, and then determining how the additional expenses would be handled. This has resulted in some project delays and inconsistent decisions.

At the initiative of the Roadway Design Unit, multiple groups across many disciplines within the Department have participated in assembling a set of guidelines aimed at providing the Project Team with information to ensure consistency and more authority to make decisions regarding the incorporation of greenway accommodations underneath bridges. Also, the Guidelines provide cost sharing recommendations that will result in more consistency in the funding aspects of the accommodations.

All STIP and Division Projects are subject to the attached Guidelines. Please share these with your staff and begin using them during the project development process. If you have any questions regarding this information, please contact John Williams, PDEA project development engineer, at 919-707-6178 or [jlwilliams@ncdot.gov](mailto:jlwilliams@ncdot.gov).

RDR/MLH/jw

Attachment

cc w/attachment: Lauren Blackburn  
Jimmy Travis, PE

Calvin W. Leggett, PE  
John Williams, PE

## **Guidelines for Inclusion of Greenway Accommodations Underneath a Bridge as part of a NCDOT Project**

The purpose of these guidelines is to provide the Project Team (the staff from Preconstruction and the Division who is developing the project) with authority to approve accommodations for most proposed greenways under a bridge and with the responsibility to send any accommodations beyond their authority or considered unacceptable to the Upper Management Team for final consideration.

### **A) Establishing Need for Greenway Accommodation**

The **Bicycle and Pedestrian Division** in coordination with the appropriate **Highway Division** will determine if the proposed greenway/multi-use trail underneath a bridge is justified and provide documentation to the Project Team. The Bicycle and Pedestrian Division evaluation will include but is not limited to the following:

1. Is it part of a locally or state adopted plan?
2. Does it have transportation benefit?
3. Is a greenway underneath the bridge the preferred/best crossing in context of the situation?
4. Has the local government requested the greenway accommodation?

### **B) Project Team Considerations**

The Project Team will:

1. Evaluate whether the accommodation for the proposed greenway will result in impacts from the Project Team's perspective that are unacceptable (e.g. major difficulties or costs associated with right of way, utilities, obtaining permits, relocatees, and other impacts that affect scope, budget and delivery).
2. Evaluate if the requested accommodation is acceptable/feasible from an engineering perspective
3. Have discretion to make accommodations up to:
  - a. Adding 20 feet of bridge length
  - b. Adding up to 3 feet of additional height if Hydraulic requirements can be met.  
\*Please note that all items (including these) affecting cost will be subject to Section C & D of this document.
4. Ensure all maintenance of the greenway will be the responsibility of the Local Government

If the Project Team recommends that the greenway not be included, the Project Team will provide background and recommendations to the Upper Management Team who will make the final determination. The Upper Management Team is composed of the following members:

- Technical Services Administrator
- Director of Bicycle & Pedestrian Division
- Division Engineer
- Chief Engineer's Office

### **C) Cost Responsibility**

#### **1. Existing Greenway/Multi-Use Trail**

If there is an **existing greenway/multi-use trail**, NCDOT will pay 100% of all costs to replace the facility in kind. Should there be an improvement requested, the cost of the improvement and responsibility for paying will follow Item C3 below.

#### **2. Accommodating Proposed Greenway – “Need Has Not Been Established”**

If there is a proposed greenway and need for the accommodation has not been justified, then the local interest must pay the full cost (possibly including Right of Way, Utilities, etc.) of the greenway accommodation assuming no unacceptable impacts. Under these circumstances, 100% of the accommodation is considered betterment and would be the responsibility of the local interest.

**3. Accommodating a Proposed Greenway – “Need Has Been Established”**

If there is a **proposed greenway and accommodation is justified**, the cost of the greenway accommodation will be established by developing two preliminary designs; one design without the greenway and one design with the greenway.

Accommodation costs will be established by totaling estimates for right of way, utilities and construction based on the cost differences in the preliminary designs for the new bridge and its approaches. NCDOT will participate in the accommodation costs for each bridge. NCDOT’s participation will be the lesser of (1) the sum of the accommodation costs for each bridge up to a maximum of \$ 50,000 per bridge or (2) 5% of the total project cost.

Any remaining accommodation costs that exceed NCDOT’s participation, 5% of total project costs up to \$50,000 per bridge, as included above, will be considered betterment costs, and a sliding scale cost share will be used as applicable in the following tables to determine the LGA’s (Municipality, County or other) and NCDOT’s remaining cost share. The preliminary design cost estimate will be used to establish any cost share with the locally interested party unless there are significant changes to the scope of the accommodation, there was a significant oversight in developing the cost estimate, or the actual bid prices result in a cost that varies significantly from the original estimate. NCDOT will bear any additional costs associated with the engineering of the accommodation.

- a. Municipalities will cost share according to the following chart (similar to existing sidewalk policy):

<b>Municipality Population</b>	<b>DOT Participation</b>	<b>Municipal Participation</b>
>100,000	50%	50%
50,000 to 100,000	60%	40%
10,000 to <50,000	70%	30%
< 10,000	80%	20%

- b. Counties or other interested parties will cost share according to the following chart:

<b>County/Other Population</b>	<b>DOT Participation</b>	<b>County/Other Participation</b>
>60,000	60%	40%
40,000 to 60,000	70%	30%
20,000 to <40,000	80%	20%
< 20,000	90%	10%

**D) Cost Share Reimbursement**

- 1. Municipalities (Cities, Towns, Villages, etc.) **that receive Powell Bill funds** in accordance with G.S. 136-41.1 and 136-41.3, will be allowed to either provide payment for the cost share of the accommodation of the structure with the execution of the municipal agreement or by payment to the Department in three (3) equal annual installments, beginning with the execution of the municipal agreement for the structure accommodation. The final annual payment may be adjusted for any change in the cost share. Unless otherwise approved by the Upper Management Team, the Municipal Agreement will be executed before the Categorical Exclusion or appropriate NEPA/SEPA document for the project is completed in order for the additional accommodations/betterments to be incorporated within the project design.

2. Municipalities (Cities, Towns, Villages, etc.), Counties, or Others that **do not receive Powell Bill funds** in accordance with G.S. 136-41.3, must provide full payment for the cost share as determined by these Guidelines with the submission of the executed municipal agreement. The final statement will refund any remaining funds or invoice for any increased costs. Unless otherwise approved, by the Upper Management Team, the Municipal Agreement will be executed before the Categorical Exclusion or appropriate NEPA/SEPA document for the project is completed in order for the additional accommodations/betterments to be incorporated within the project design.