

22990

PRELIMINARY ENGINEERING AGREEMENT
FAS-C PROJECT

rel. *me* 76 Page 20111

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its Department of Transportation, Highway Division, hereinafter called "State"; and KLAMATH COUNTY, a political subdivision of the State of Oregon, by and through its Board of County Commissioners.

R E C I T A L S

1. That certain public road known as the South Side Bypass is a county road under the jurisdiction and control of County. Said road has been designated as Federal Aid Secondary Highway No. B319.

2. Title 23, U.S.C., entitled "Highways", provides for among other things that Federal Aid Secondary funds, hereinafter called "FAS funds", shall be made available to the various states for the selection, construction and improvement of a Federal Aid Secondary Highway System. Said funds have been made available to the County, and include State and County matching funds in addition to federal funds.

3. By the authority granted in ORS 366, State and County may enter into agreements for construction, reconstruction, improvement or repair of any road, highway, street or bridge. Under said authority, State and County plan and propose to engage in a preliminary engineering project to conduct a field survey, prepare plans, specifications and estimates, and draft the necessary environmental documents to provide for the future construction of the Green Springs Junction-Washburn Way Section of the South Side Bypass, approximately as shown on the sketch attached hereto, marked Exhibit A, and by this reference made a part hereof. Said section of road is to be developed as a Federal Aid Secondary project under Title 23, U.S.C.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

THINGS TO BE DONE BY STATE

1. State shall assign a liaison engineer to monitor the work for compliance with acceptable procedures, standards, specifications and related forms during development and prosecution of the project. All billings received from the County must be approved by the liaison engineer prior to submission to the Highway Division Finance Branch for payment.

2. State shall perform the necessary preliminary engineering to assist County in completion of the project which shall include, as a minimum, review and process all environmental impact statements, review and approve all preliminary plans, specifications and estimates submitted by County or their agent, and prepare final plans and contract documents.

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3. All approved billings submitted by County for preliminary engineering and design work shall, in the first instance, be paid by State, and State shall submit all claims for federal participation to the Federal Highway Administration in the usual manner. Upon completion of the project, State shall furnish County with an itemized statement of actual total cost of the project. 20112

THINGS TO BE DONE BY COUNTY

1. County, or their agent, shall conduct a field survey and perform all preliminary engineering.

2. County shall obtain the necessary right-of-way and material sources for construction of the project, and shall be responsible for the relocation and/or adjustment of any utility facilities that may be in conflict with the plans for the project.

3. County shall, immediately upon final approval and execution of this agreement, designate a liaison or contact person to be responsible for progress of the project and to receive, review, approve and forward to State all billings due the County, their agent or contractor.

4. Under the terms of the applicable federal aid program, the County may be reimbursed in the amount of 93 percent of the actual cost of preliminary engineering performed by County as a part of the project. The County shall not be reimbursed for costs incurred on any portion of the work declared not eligible for federal participation.

5. In the event that County engages the services of a consultant, County shall, prior to proceeding with any work, deposit with State a sum of money equal to 7 percent of the total estimated cost of the preliminary engineering work to be performed by the consultant. No work shall commence until a letter of authorization to proceed has been received from State.

6. County shall also deposit with State a sum of money equal to 7 percent of the total estimated cost of preliminary engineering work to be performed by State as a part of the project.

7. County shall enter into and execute this agreement during a duly authorized session of its Board of Commissioners.

GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that State and County shall each contribute 50 percent of the difference between the actual total cost of the project and the amount contributed by the Federal Government, providing said cost does not exceed the FAS fund. County shall also contribute 100 percent of the amount by which the actual total cost exceeds the FAS fund, and 100 percent of any items in which federal funds do not participate. Nonparticipation of federal funds in any portion of the project occurs when federal rules and regulations exclude an item, or the available FAS funds are depleted.

2. The parties hereto agree and understand that they will comply ^{2011.3} all applicable Federal and State statutes and regulations, including but not limited to Title 6, U.S.C., Civil Rights Act; Title 18, U.S.C., Anti-Kickback Act; Title 23, U.S.C., Federal Aid Highway Act; and Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

3. The parties hereto expressly agree to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the State, Federal Highway Administration or any authorized representatives of the Federal Government, and copies thereof shall be furnished if requested.

4. Should it become necessary to delay or terminate the project as a result of actions initiated by a third party, all costs shall be shared equally by State and County.

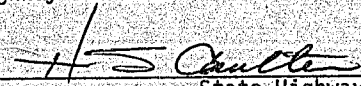
IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year hereinafter written.

This agreement was approved by the Oregon Transportation Commission on February 24, 1976, at which time the State Highway Engineer was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume 3, Page , Minute Book of the Oregon Transportation Commission.


APPROVED


Assistant State Highway Engineer
Deputy




STATE OF OREGON, by and through its
Department of Transportation
Highway Division

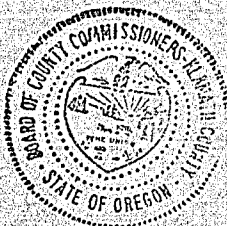

State Highway Engineer
Date 12-10-76

ATTEST

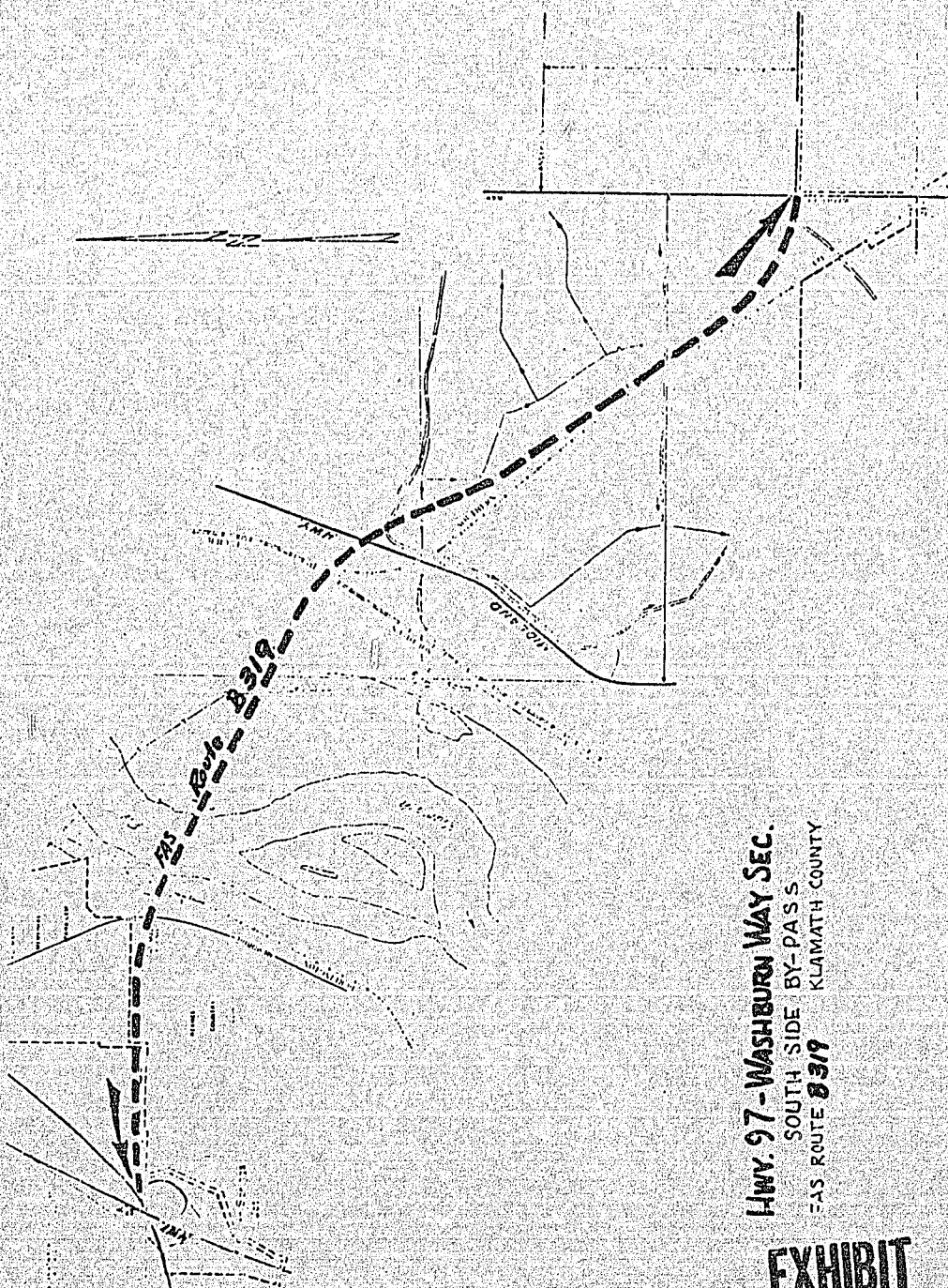

County Clerk

KLAMATH COUNTY, by and through its
Board of Commissioners

By  Chairman
By  Commissioner
By  Commissioner



20113 A



Hwy. 97 - Washburn Way Sec.
SOUTH SIDE BY-PASS
EAS ROUTE 8319 KLAMATH COUNTY

EXHIBIT A

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 16th day of
DECEMBER A.D., 19 76 at 2 24 o'clock P M., and duly recorded in Vol M 76,
of DEEDS on Page 20111.

FEE NONE

WM. D. MILNE, County Clerk

By Harold D. Magill Deputy