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2/21/80Misc. Contracts & Agreements
No. 7271PRELIMINARY ENGINEERING AGREEMENT
FAS-C PROJECT

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

W I T N E S S E T H

RECITALS

1. Joe Wright Road is a part of the Federal Aid Secondary Highway System under the jurisdiction and control of Klamath County, and has been designated as FAS Route B303.

2. Title 23, United States Code, 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 366.770 and 366.775, State and County may enter into agreements for the construction, improvement or repair of any highway, road, street or bridge. Under said authority, State and County plan and propose to engage in a preliminary engineering study to develop plans, specifications and estimates for the future construction of the Diversion Canal (Joe Wright Road) Bridge, hereinafter referred to as "project". The location of said project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project shall be conducted as a part of the Federal Aid Secondary Highway Program under Title 23, USC, the Oregon Secondary Road Plan and the Oregon Action Plan.

4. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit monies, or an irrevocable letter of credit, with the Department of Transportation for performance of work upon any public highway within the State. When any money or a letter of credit is deposited, the State shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.

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5. It is proposed that the project will consist of all work necessary to develop preliminary plans, specifications and estimates for the replacement of the Joe Wright Bridge over the Diversion Canal. The new structure will be approximately 200 feet long with a roadway 44-feet wide and sidewalks. The County will construct the approaches and pave the structure. No additional right-of-way is anticipated. The State will perform the preliminary engineering.

6. By the authority granted in ORS 369.210, State shall furnish plans and specifications for bridges and culverts without cost to the counties.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

STATE OBLIGATIONS

1. State shall submit a program to the Federal Highway Administration with a request for approval of federal aid participation in all phases of preliminary engineering. No work on the project shall proceed until said approval is obtained. Said program shall include services of both State and County.
2. State shall conduct the necessary field surveys, hydraulic studies and foundation investigations and perform all preliminary engineering and design work required to prepare plans, specifications and estimates.
3. State shall, as provided in ORS 369.210, prepare plans and specifications for the structure portion of the project at no expense to County.
4. State shall, upon receipt of itemized statements for 100 percent of actual costs incurred by County on behalf of the project, promptly reimburse County in the amount of 94 percent of said costs.
5. State shall arrange conferences with County during development of the project to review the work in progress and assure conformance with the County project request. As a minimum, conferences will be arranged prior to proceeding with any work, upon completion of the field survey work and at any time alternates are to be considered. State shall submit plans and estimates for County review and approval.
6. State shall, in the first instance, pay all costs of the project, submit all claims for federal aid participation to the Federal Highway Administration in the normal manner, compile accurate cost accounting records and, when the actual total cost of the project has been computed, furnish County with an itemized statement of said costs.

COUNTY OBLIGATIONS

1. County shall not undertake any phase of the work prior to receiving written authorization from State. All work and records of such work shall be in conformance with Federal statutes, regulations and the Oregon Action Plan.

2. County shall, as a preliminary engineering function, conduct any required public hearings, and shall review and approve all plans and estimates received from State.

3. County shall present properly certified bills for 100 percent of actual costs incurred by County on behalf of the project directly to the State Resident Engineer for review and approval. Said bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date. County's actual costs, direct and indirect, eligible for federal aid participation shall be those allowable under the provisions of Federal Management Circular 74-4 and Office of Management and Budget Circular A-102, Attachments G and P.

4. County shall, prior to proceeding with each phase of work covered by this agreement, forward to State an advance deposit, or irrevocable letter of credit, in the amount of 50 percent of the difference between the estimated total cost of said work and the amount anticipated to be contributed by the Federal Highway Administration. When the actual total cost of the project has been computed, an adjustment will be made in the County matching share of costs. In the event that County elects to perform certain phases of the work with its own forces, no advance deposit will be requested for said work, nor will an advance deposit for preliminary engineering services provided by State be requested if the anticipated amount is less than \$2,500. County will be billed upon completion of the preliminary engineering.

5. County agrees that should it cancel or terminate the project prior to its completion, it will reimburse State for any costs that have been incurred by State in behalf of the project.

6. County shall enter into and execute this agreement during a duly authorized session of its Board of County 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 Highway Administration, provided 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 funds.

2. The parties hereto agree and understand that they will comply with 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. Provisions of State and Federal law applicable to public contracts and agreements of this type are hereby incorporated by reference as if fully set forth herein. 5760

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

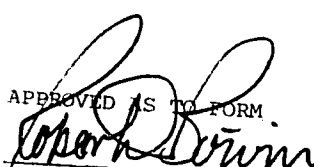
This project was approved by the State Highway Engineer on February 7, 1980 under delegated authority from the Oregon Transportation Commission.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

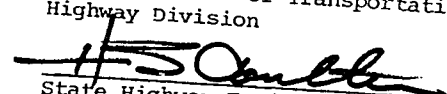
APPROVAL RECOMMENDED


Region Engineer

APPROVED AS TO FORM


County Counsel

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


State Highway Engineer

KLAMATH COUNTY, by and through
its Board of County Commissioners

By 
Chairman

By 
Commissioner

By 
Commissioner

PROPOSED FAS-C
PROJECT

STATE OF OREGON; COUNTY OF KLAMATH; ss.

KLAMATH FALLS
IDDAN ADEA MAD

I hereby certify that the within instrument was received and filed for record on the 27th day of March A.D., 19 80 at 11:19 o'clock A M., and duly recorded in Vol. 1180 of Deeds on Page 5757.

FEE None

WM. D. MILNE, County Clerk

By Donna Shetch Deputy

Commissioner's Journal