

MCH:pf
12/16/80

95115

Misc. Contracts & Agreements
No. 7271

Voi. 781 Page 1218

CONSTRUCTION-FINANCE 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 construct 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, 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.
5. It is proposed that the project will consist of all work necessary to replace 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 construction engineering.

81 JAN 26 PM 2 42

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

1219

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 engineering, eligible utility relocations and construction for the project. No work on the project shall proceed until said approval is obtained. Said program shall include services of both State and County. State shall notify County in writing when authorized to proceed with each phase of the project.
2. State shall prepare the contract documents, obtain the required permits, advertise for bid proposals, award all contracts, and furnish all construction engineering, material testing, technical inspection and resident engineer services for administration of the contract.
3. State shall, upon receipt of itemized statements for 100 percent of actual costs incurred by County on behalf of the project, promptly reimburse County for the full amount of federal aid and State participation.
4. State shall arrange conferences with County during construction 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 and pre-construction with representatives of State, County and the contractor in attendance. When alternates are under consideration, County shall have the right of selection. State shall submit plans and estimates for County review and approval prior to advertisement for contract bids.
5. 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 project 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 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.

1220

3. 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 at the time of construction.

4. County shall relocate or cause to be relocated all utility conduits, lines, poles, mains, pipes and such other facilities where such relocation is necessary in order to conform said utility and other facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal participation under Federal Aid Highway Program Manual, Volume 1, Chapter 4, Section 4, shall be included in the total project costs, and participation; all other relocations shall be at the sole cost of County or others.

5. County shall, five weeks prior to the bid opening, furnish State with an estimate, based on the plans for the project furnished by State, of the cost of eligible reimbursable utility relocations. County shall notify State's resident engineer prior to commencing with any utility relocation work so the work can be properly coordinated into the project and receive proper authorization.

6. County acknowledges the effect and scope of ORS 105.775 and agrees that all acts necessary to complete the construction of the project which may alter or change the grade of existing County roads are being accomplished at the direct request of County.

7. Upon completion of the project, County shall thereafter, at its own cost and expense, maintain and operate the project in a manner satisfactory to the State and/or Federal Highway Administration.

8. 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.

9. 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 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 funds, and 100 percent of any construction item in which federal funds do not participate. Construction engineering costs in which federal funds do not participate will be shared equally by State and County. Non-

participation of federal funds in any portion of the project occurs when federal rules and regulations exclude an item, or the available federal funds are depleted.

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.

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

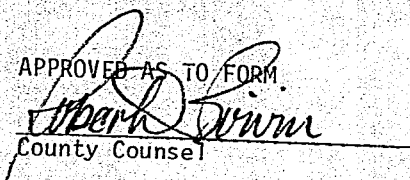
This project was approved by the State Highway Engineer on June 25, 1980 under delegated authority from the Oregon Transportation Commission.

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.

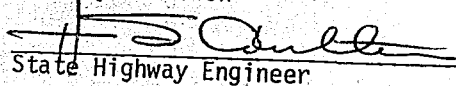
APPROVAL RECOMMENDED


Region Engineer

APPROVED AS TO FORM

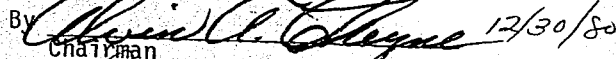

County Counsel

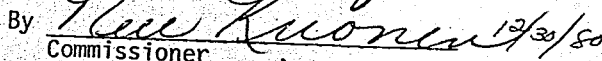
STATE OF OREGON, by and through
its Department of Transportation,
Highway Division

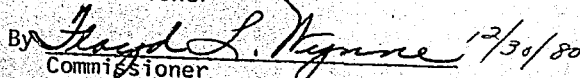

State Highway Engineer

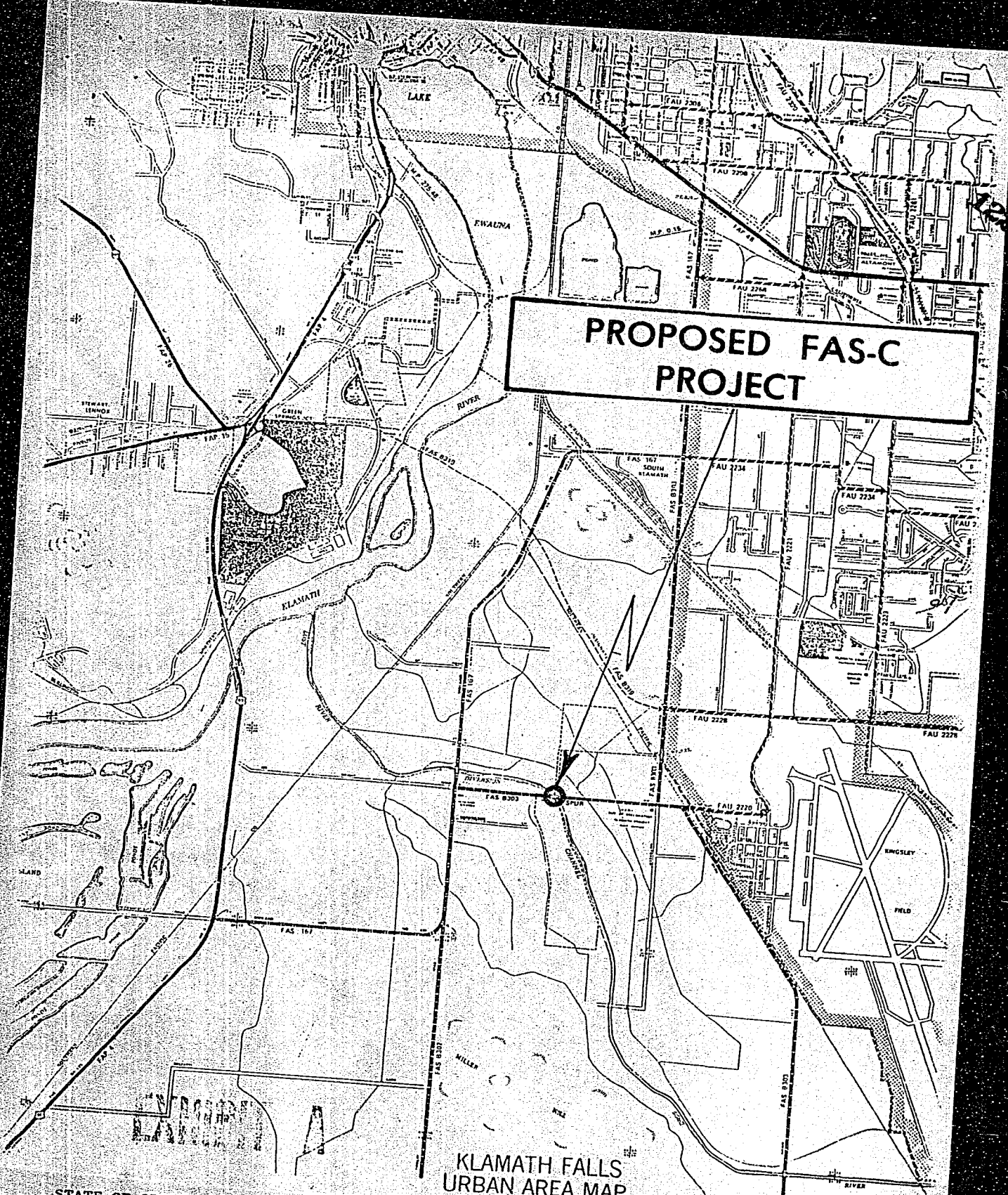
Date 1/12/81

KLAMATH COUNTY, by and through
its Board of County Commissioners

By  12/30/80
Chairman

By  12/30/80
Commissioner

By  12/30/80
Commissioner



**PROPOSED FAS-C
PROJECT**

**KLAMATH FALLS
URBAN AREA MAP**
BY KATHY COUNTY, OREGON

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the
26th day of January A.D., 19 81 at 2:42 O'clock P M., and duly recorded in
Vol M81 of Deeds on Page 1218.

Fee \$ None

CLARENCE BROWN
COUNTY CLERK
by Deborah A. Helgeson deputy