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Misc. Contracts & Agreements
No. 7864

PRELIMINARY ENGINEERING AND
CONSTRUCTION-FINANCE AGREEMENT
HIGHWAY BRIDGE REPLACEMENT 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. Godowa Springs Road is a part of the county road system under the jurisdiction and control of Klamath County, and is not a part of any Federal-Aid Highway System.
2. Title 23, United States Code, entitled "Highways", provides that Highway Bridge Replacement Funds be made available to the various states for the replacement, repair and rehabilitation of deficient structures on any public road, highway or street. Such funds have been made available to the County, and include 80 percent Federal-Aid funds and 20 percent local matching funds.
3. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with allocation of costs on terms and conditions mutually agreeable to the contracting parties.
4. By the authority granted in ORS 366.155(k), the State shall furnish plans and specifications for bridges and culverts without cost to the counties.
5. Under such authority, the State and the County plan and propose to construct the Sprague River (Godowa Springs Road) Bridge, Bridge No. 35 C 133, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project will be conducted as a part of the Highway Bridge Replacement Program under Title 23, USC, Certification Acceptance and the Oregon Action Plan.

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6. It is proposed that the project will consist of all work necessary to design and construct a prestressed, reinforced concrete structure with sufficient width and load bearing capacity to accommodate present and anticipated future traffic volumes as a replacement for the existing timber bridge which is structurally deficient and functionally obsolete. Additional right-of-way may be required and will be acquired as a federal-aid participating part of the project, if necessary. The State will furnish the preliminary and construction engineering services as requested by the County. The required 20 percent local matching funds will be provided by Klamath County with no expense to the State.

7. This agreement is intended to supercede and take precedence over that certain Preliminary Engineering and Construction-Finance Agreement, dated June 23, 1983, for design and construction of the Sprague River (Godowa Springs Road) Bridge. Said agreement shall become null and void and have no further force or effect upon execution of this Highway Bridge Replacement Project Agreement.

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 (FHWA) with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. No work shall proceed until such approval has been obtained. The program shall include services to be provided by both the State and the County. The State shall notify the County in writing when authorization to proceed has been received from the FHWA.
2. State shall conduct the necessary field surveys, foundation investigations and hydraulic studies, identify and obtain all permits, perform all preliminary engineering and design work required to produce plans, specifications and cost estimates, prepare the contract and bidding documents, advertise for bid proposals, award all contracts and, upon award of a construction contract, furnish all construction engineering, material testing, technical inspection and project manager services for administration of the contract.
3. State shall, as provided in ORS 366.155(k), prepare plans and specifications for the structure portion of the project at no expense to the County.
4. State shall, as a federal-aid participating part of the project, review all right-of-way acquisition activities engaged in by the County to assure compliance with applicable Federal and State laws and regulations. The State may, if requested by the County, perform the acquisition functions subject to execution of a Right-of-Way Services Agreement.
5. State shall prepare an Authority for Survey which will itemize the

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estimate of cost for preliminary engineering and right-of-way review services to be provided by the State, and shall furnish the County with a copy of such estimate.

6. State shall, upon receipt of monthly approved itemized statements for 100 percent of actual costs incurred by the County on behalf of the project, promptly reimburse the County for the full amount of federal-aid participation in such eligible costs.

7. State shall arrange conferences with the County during the preliminary engineering, design and construction phases 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 prior to proceeding with the final design. A pre-construction conference will be arranged with representatives of the State, the County and the Contractor in attendance. When alternates are to be considered, the County shall have the right of selection. The State will submit plans and estimates for review and approval by the County prior to advertisement for construction bid proposals.

8. State shall, in the first instance, pay all costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner, compile accurate cost accounting records and furnish the County with an itemized statement of actual costs to date at the end of each State Fiscal Year. When the actual total cost of the project has been computed, the State will furnish the County with an itemized statement of said final costs.

COUNTY OBLIGATIONS

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

2. County shall, prior to proceeding with each phase of the work covered by this agreement, forward to the State an advance deposit in the amount of 100 percent of the difference between the estimated total cost of such work and the amount anticipated to be contributed by the FHWA. In the event that cost overruns are identified during the course of the project, the State may request additional deposits. When the actual total cost of the project has been computed, an adjustment will be made in the County share of local matching funds.

3. County shall be responsible for the acquisition of right-of-way and easements required for construction and maintenance of the project. The County may request the State to perform the acquisition functions subject to execution of a Right-of-Way Services Agreement.

4. County shall relocate or cause to be relocated all utility con-

duits, 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 the County, or others. The County may request the State to arrange for utility adjustments, acting on behalf of the County.

5. County shall present properly certified bills for 100 percent of actual costs incurred by the County on behalf of the project directly to the State Project Manager for review and approval. Such bills shall be in a form acceptable to the 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. The County's actual costs eligible for federal-aid participation shall be those allowable under the provisions of 23 CFR 1.11 and FHPM 1-4-5 (23 CFR 140.7).

6. County acknowledges the effect and scope of ORS 105.755 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. REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT:

If as a condition of assistance the recipient has submitted and the U.S. Department of Transportation has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the U.S. Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future U.S. Department of Transportation financial assistance.

The recipient further agrees to comply with all applicable Civil Rights Laws, Rules and Regulations, including Section 504 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act.

8. County shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to the State and/or the FHWA.

9. County agrees that should the project be cancelled or terminated

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for any reason prior to its completion, the County will reimburse the State for all costs incurred by the State on behalf of the project.

10. County shall enter into and execute this agreement during a regular convened session of its Board of County Commissioners.

GENERAL PROVISIONS

1. 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.

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 August 3, 1983 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

By [Signature]
Region Engineer

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

By [Signature]
State Highway Engineer

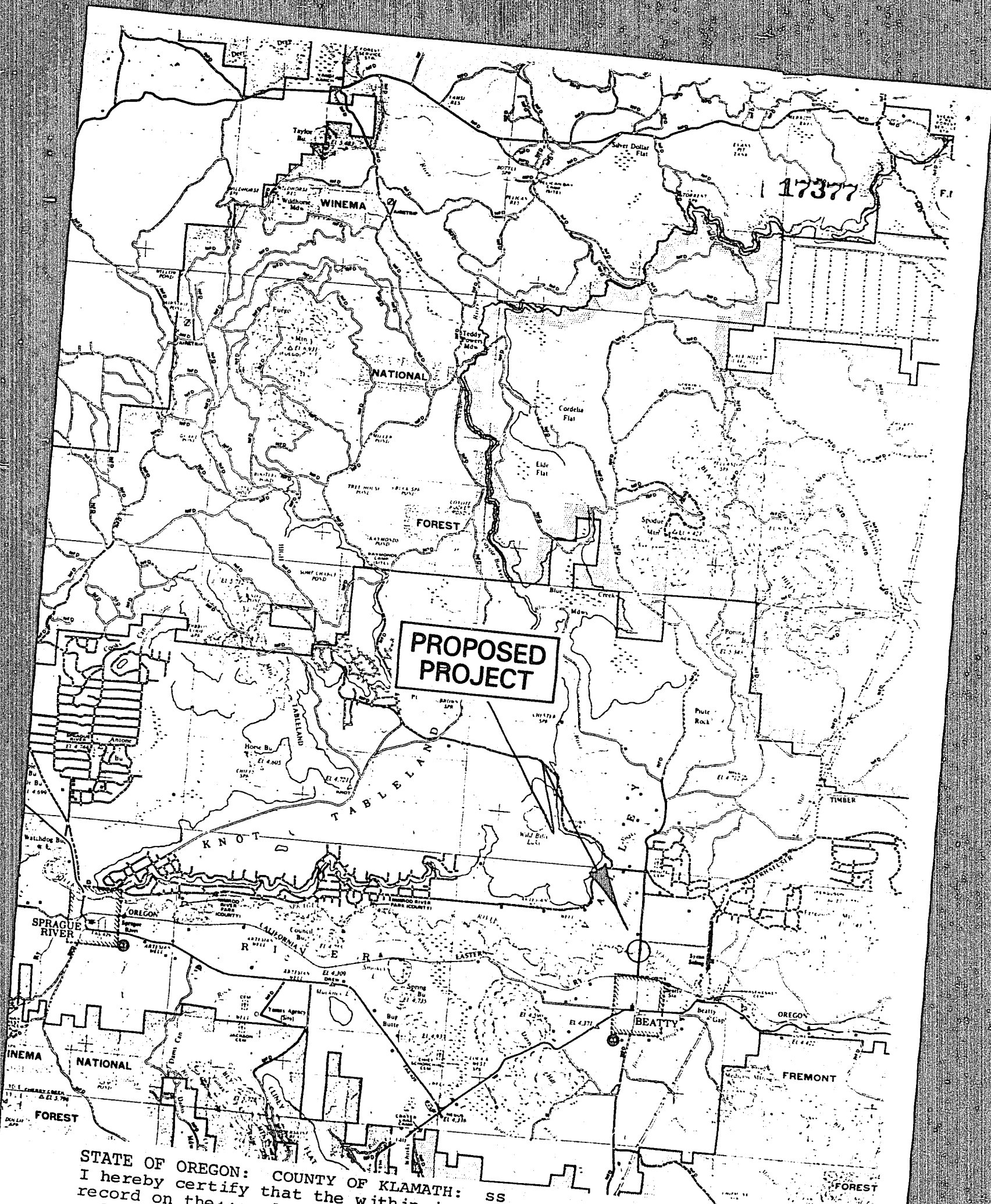
Date 9/29/83

KLAMATH COUNTY, by and through
its Board of County Commissioners

By [Signature]
Chairman

By [Signature]
Commissioner

By [Signature]
Commissioner



STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for
record on the 11th day of October A.D., 1983 at 9:53 o'clock A M,
and duly recorded in vol M83, of Deeds on page 17372.

Fee \$ None

EVELYN BIEHN, COUNTY CLERK

by Pam Smith deputy