

Douglas County Republican, Lawrence

are not a part of the State Highway System, said monies to be matched with funds under the direct control of the "Commission" and administered under the Federal Highway Act of November 9, 1921, as amended, and

WHEREAS the laws of the State of Kansas do not permit the "Commission" to expend State Highway funds on or have control of such roads and highways not on the State Highway System, and

WHEREAS the provisions of the Federal Highway Act require that projects which are to receive Federal Aid must be submitted through the "Commission" and that contracts for such Federal Aid projects be let by and under the direct control of the "Commission", and

WHEREAS the "county" wishes to take advantage of the Federal monies made available for such secondary or feeder roads within its limits and for the benefit of its citizens, in the construction of a certain bridge to be known as project 23 FAS 196 A (1) and described as follows: A bridge over the Wakarusa River on east line of Section 19, Township 13 South, Range 20 East, approximately 2 miles north and 1/2 mile east of Lawrence.

WHEREAS, the "Commission" wishes to aid said "County" in obtaining Federal aid for such secondary or feeder roads,

NOW, THEREFORE in consideration of the mutual covenants of the parties the "Commission" and the "county" agree as follows:

## THE COMMISSION AGREES:

### Paragraph one

The "Commission" agrees that upon submission of the proposed project for a secondary or feeder road, it will prepare or supervise the preparation of plan and specifications and an estimate of the cost of the proposed project. Any cost to the "Commission" in connection with the preparation of such plans, specification and estimate shall be borne by the "county" and paid for at the time such plans, etc. are prepared irrespective of the approval or disapproval of the project by the "Commission" or the Public Roads Administration.

### Paragraph Two

After the plans mentioned in paragraph one, of this agreement, have been submitted to the "Commission" for their acceptance or rejection, the "Commission" agrees to act thereon within a reasonable time, and if the plans meet with the approval of the "Commission", to submit them to the Public Roads Administration for its approval or rejection; subject to the following conditions: That sufficient Federal funds for use in feeder or secondary road construction are available to cover Federal participation; that the "county" shall file with the "Commission" a statement showing the cash balance in the road and bridge fund which is available and sufficient to match Federal funds; and that an agreement for the proper maintenance of the proposed road shall be entered into by the "county" as provided by the rules and regulations of the Federal authorities under the Federal Highway Act.

### Paragraph Three

Upon the approval of such plans, specifications and estimates by the Public Roads Administration, the certification by the "county" that all right of way shown on the approved plans, including right of way for borrow pits and channel changes, has been acquired, and the deposit of the portion of the money shown by the estimates to be the proportion of the cost of the project to be paid by the "county" in a fund under the direct control of the "Commission" the "Commission" agrees to advertise for bids and enter into a contract for the construction of the proposed project, such advertisement and contract to be in conformity with the rules and regulations of the Public Roads Administration under the Federal Highway Act, as amended.

### Paragraph Four

The "Commission" agrees to supervise the construction of the project, negotiate with the Public Roads Administration, administer the payments due the contractor including that portion of the cost to be borne by the "county" as well as that portion of the cost to be paid by the Federal Government.

### Paragraph Five

The "Commission" agrees to keep detailed and accurate accounts of the cost of the project, and within a reasonable time after completion, to submit to the "county" and itemized statement showing the actual costs according to their records, and to return promptly to the "county" any money in its possession that is not needed to cover the final cost of the construction and supervision of the project.

## THE COUNTY AGREES:

### Paragraph Six

The County agrees to pay the entire cost of the preparation of the plans, specifications, and estimates for said project, irrespective of whether the project is finally approved by either the Commission or the Public Roads Administration, including all supervisory expenses of the "Commission", except the expenses of administrative employees of the "Commission". The "County" further agrees that said plans, specifications, and estimates shall be prepared by the "Commission", or by the "county" under the direct supervision of the "Commission" as the "Commission" may determine.

### Paragraph Seven

The "County" agrees to submit a statement of the cash balance in their road and bridge fund that will be available and which will be sufficient to match the federal funds and to cover the estimated cost of the construction and supervision of the proposed project, upon the submission of the plans mentioned in section 6 of this agreement. The "county" further agrees that after the submission of the statement, it will not obligate any portion of the funds shown in said statement until the rejection of the project either by the "Commission" or by the Public Roads Administration, and that upon the approval of the proposed project it will turn over to the direct control of the "Commission" the "county's" share of the cost of the project as shown by the estimate, said funds to be deposited with the Treasurer of the State of Kansas, to the order of the "Commission." Said funds