

Approved: L. E. George
MCH:fkf
8/3/79

Misc. Contracts & Agreements
No. 7125

74781

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COOPERATIVE CONSTRUCTION-FINANCE AGREEMENT
TRAFFIC SIGNAL INSTALLATION

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"; Klamath County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as "County"; and Basin Center Mall, a firm authorized to conduct business in the State of Oregon, acting by and through its Company Officers, hereinafter referred to as "Company".

W I T N E S S E T H

RECITALS

1. For the purpose of providing adequate access to a proposed development on property owned or controlled by Basin Center Mall. State, County and Company plan and propose to install traffic control signal equipment at the intersection of Klamath Falls-Lakeview Highway, State Primary Highway No. 20, and Avalon Street (M.P. 2.26), hereinafter referred to as "Project".
2. By the authority granted in ORS 487.850, State is authorized to determine the character or type of traffic control signals to be used and to place or erect them upon state highways at places where state deems necessary for the safe and expeditious control of traffic. No traffic control signals shall be erected or maintained upon any state highway by any authority other than State, except with its written approval.
3. By the authority granted in ORS 366.425, State may accept deposits of money from any person, firm or corporation for the purposes of locating, grading, surfacing or performing other work upon any public highway within the State. When any moneys are so deposited, the State shall proceed with the proposed project.
4. By the authority granted in ORS 366.770 and 366.775, State and County may enter into agreements for the improvement of any street, highway, or road with the allocation of costs as mutually agreed by the parties.

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

THINGS TO BE DONE BY STATE

1. State shall, at Company expense, perform all preliminary engineering, prepare the plans and contract documents, advertise for bids, award all contracts, and supervise installation of the traffic signal equipment.
2. Upon completion of the project, State shall, at its own expense, thereafter perform all necessary maintenance operations for the traffic control signal equipment.
3. The work may be accomplished by the use of state forces, by contract, or by a combination of these methods, as State shall elect.
4. State shall compile accurate cost accounting records and, upon completion of the project, submit to Company an itemized statement of the actual total cost of the traffic signal installation, including preliminary and construction engineering, design work, contract items, and all contingencies.

THINGS TO BE DONE BY COUNTY

1. County shall, upon completion of the project, assume the responsibility for, and pay all costs of electrical energy consumed by operation of the traffic signal equipment.
2. County shall make no changes in the timing program established for operation of the traffic signals without prior approval of State.
3. County shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

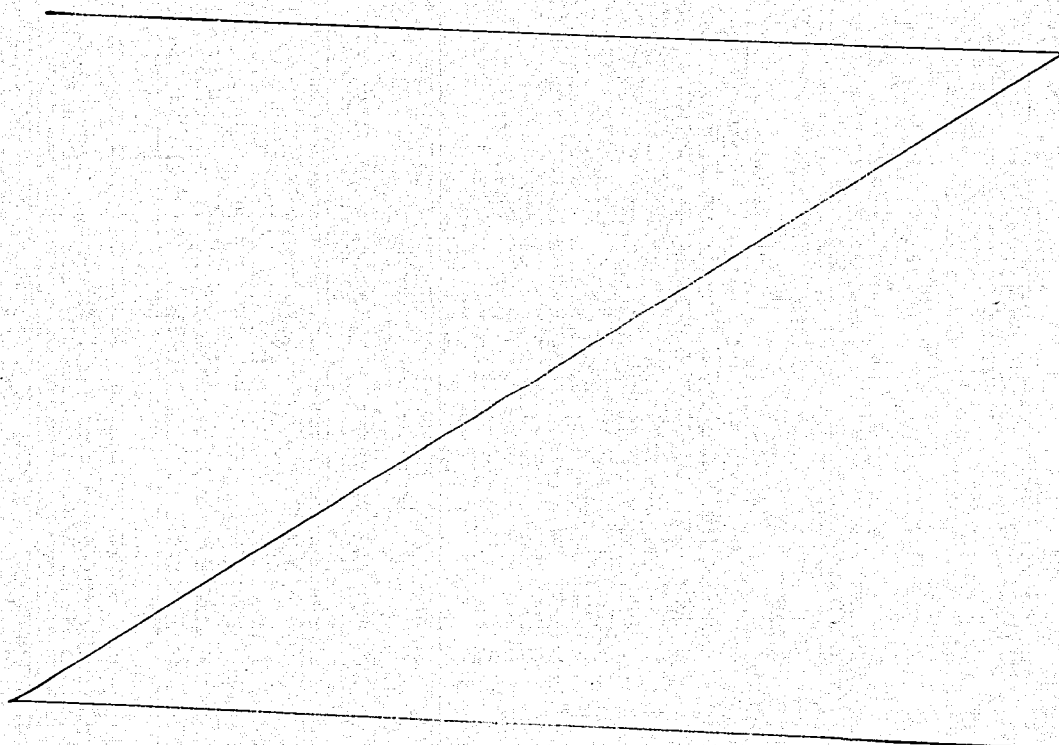
THINGS TO BE DONE BY COMPANY

1. Company shall pay 100 percent of costs attributable to the project. Company has deposited their check in the amount of \$8,000 to cover the estimated total cost of preliminary engineering and design work.
2. Company shall, within 30 days following the opening of bids, deposit with State a sum of money equal to 100 percent of the total

estimated cost of the traffic signal installation. No contract shall be awarded or work commence until said advance deposit has been received by State.

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Upon completion of the project and receipt from State of an itemized statement of the final total actual cost, Company shall pay any costs which when added to Company's advance deposits, will equal 100 percent of the final total actual cost of the project, including preliminary and construction engineering, contractors payments and all contingency items. Any portion of said advance deposits which is in excess of the final actual cost of the project shall be refunded to Company.



GENERAL PROVISIONS

1. Provisions of State and Federal laws governing public contracts and agreements of this type are hereby incorporated by reference as if fully set forth herein.

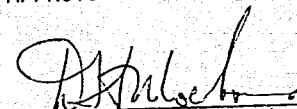
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2. The parties hereto agree and understand that a mutual review of the plans, specifications and estimates shall be conducted prior to advertisement for bids on the project.


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

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval was given for this agreement on 8-30-79 by CHAIRMAN ANTHONY YTURRI, which approval is on file in the Commission records. The delegation order also authorized the State Highway Engineer to execute the agreement on behalf of the Commission.

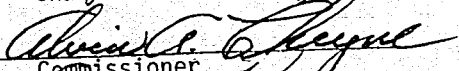
APPROVED

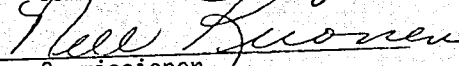

Mgr., Office of Technical Serv.
Asst. State Highway Engr.

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

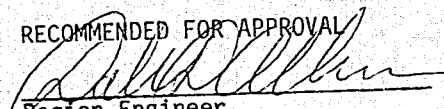

State Highway Engineer
KLAMATH COUNTY,
/ DESCHUTES COUNTY, by and through
its Board of County Commissioners

By  8/13/79
Chairman

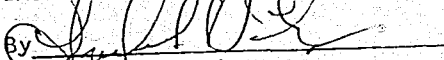
By  8/13/79
Commissioner

By  8/13/79
Commissioner

RECOMMENDED FOR APPROVAL


Region Engineer

BASIN CENTER MALL

By 
Title Debra Ann Ehlers

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of October A.D., 19 79 at 3:54 o'clock P M., and duly recorded in Vol. M79 of Deeds on Page 23223.

FEE None
Commissioner's Journal

WM. D. MILNE, County Clerk

By  Deputy