

65682

Approved: W.J. Hart
EDM:bkb
8-1-86

Vol. MS6 Page 16114

Misc. Contracts & Agreements
No. 8920

COOPERATIVE IMPROVEMENT AGREEMENT
CONSTRUCTION FINANCE

86 SEP 8 PM 12 13

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, acting by and through its Elected Officials, hereinafter referred to as "County".

W I T N E S S E T H

RECITALS

1. State and County, in their judgement have deemed it necessary and desirable, in order to maintain a safer and more expeditious flow of traffic, to replace the Williamson River (Kittredge Ranch) Bridge, and the Lenz Creek (Silver Lake Road) Bridge with single span precast slab structures, 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 financed 100 percent County funds, with no expense to the State.

2. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with the counties, cities, and districts for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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 perform all preliminary engineering and design work required to produce plans, specifications, and estimates, advertise for construction bid proposals and award all contracts.

Dist. Public Works Dept

State shall provide a bridge design, plan, and specifications at no cost to the County under ORS 366.155k.

Upon award of a construction contract, the State shall furnish all construction engineering, material testing, technical inspection, and project manager services for administration of the contract.

2. State shall, in the first instance, pay all costs of the project.
3. State shall compile accurate cost accounting records and furnish County with an itemized statement of actual costs to date, for periodic billings or at the completion of the project. The itemized statement will include charges for State services including review, project monitoring, and material testing.

COUNTY OBLIGATIONS

1. County shall conduct the necessary field survey, at their own expense.
 2. County shall, three weeks prior to bid opening, forward to the State an advance deposit in an amount equal to 65 percent of the estimated total project cost. That advance deposit is estimated to be \$163,800. No contract will be awarded until said advance deposit has been received by State.
- Upon completion of the project and receipt from State of an itemized statement of the actual total cost of the project, County shall pay any amount which, when added to County's advance deposits, will equal 100 percent of the actual costs. Any portion of said advance deposits which is in excess of the total actual costs will be refunded to County.
3. County hereby grants the State the right to enter upon and occupy County road right-of-way for performance of the project work.
 4. County shall, upon project completion, maintain the bridge at its own expense.

5. County shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

16116

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 2, 1986 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
[Signature]
Region Engineer

APPROVED AS TO LEGAL SUFFICIENCY
By *[Signature]*
Ass't Attorney General

Date 8-19-86

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

By *[Signature]*
Date 8/12/86

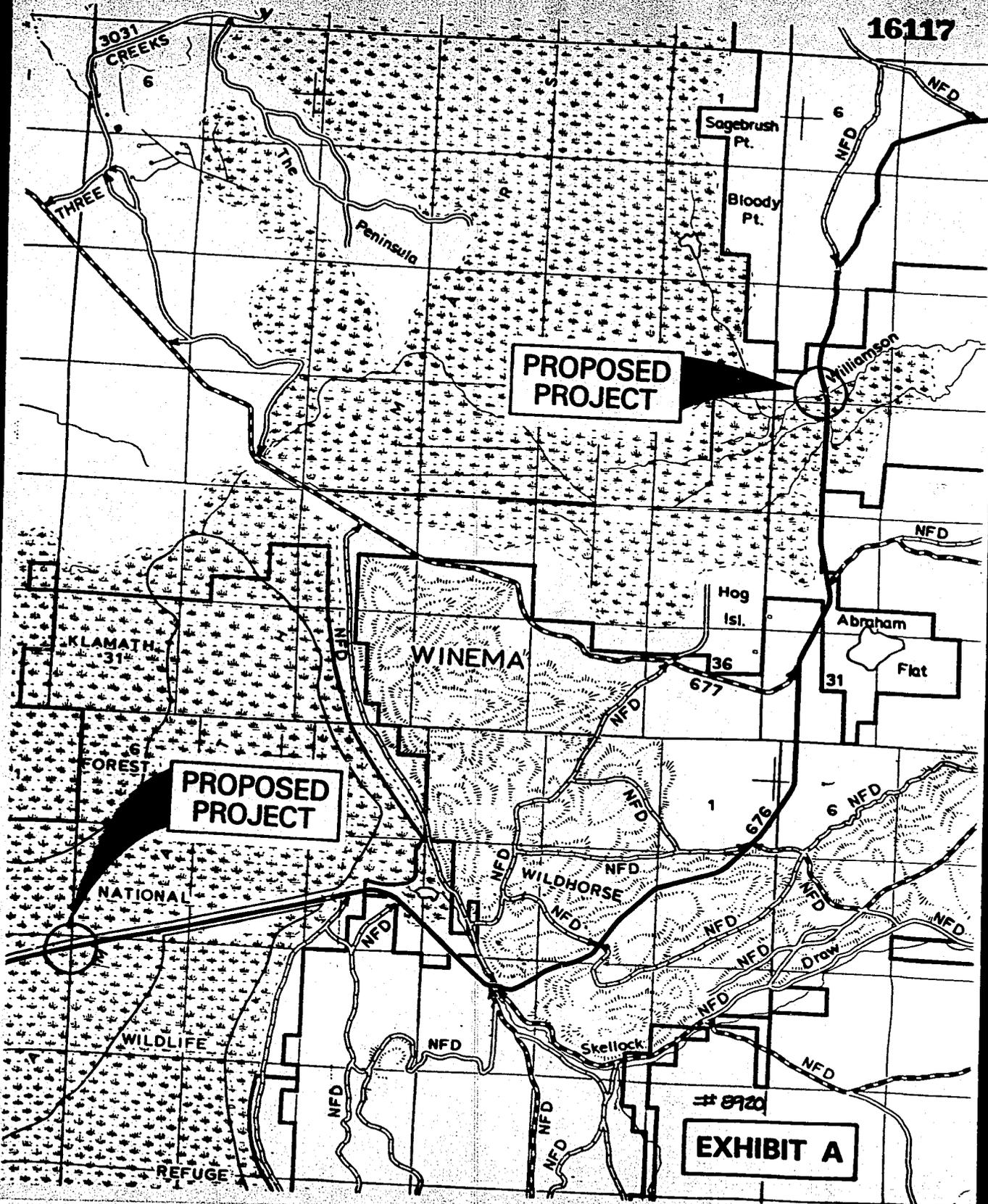
KLAMATH COUNTY, by and through its Board of County Commissioners

By *[Signature]*
Chairman
By *[Signature]*
Commissioner

By out of office
Commissioner
Date 8/14/86

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
Legal Counsel
Date: 8/13/86



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ day
of September A.D., 19 86 at 12:13 o'clock P. M., and duly recorded in Vol. M86
of Deeds on Page 16114

FEE NONE

Evelyn Biehn, County Clerk
By [Signature]