

C O N T R A C T

THIS CONTRACT, made and entered into in triplicate this 18th day of Sept, 1996 by and between KLAMATH COUNTY, by and through the Board of County Commissioners, hereinafter called "COUNTY" and KLAMATH PACIFIC CORP., hereinafter called "CONTRACTOR".

WITNESSETH:

That the said contractor, in consideration of the sums to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, Standard Specifications, the Special Provisions bound herewith, in accordance with such alterations or modifications of the same as may be made by the Director of Public Works, and according to such directions as may from time to time be made or given by the Director of Public Works under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract, and shall not permit any lien or claim to be filed or prosecuted against Klamath County. It is expressly understood that this Contract in all things shall be governed by the laws of the State of Oregon.

In keeping with Klamath County's Drug-Free Workplace Policy and in the interest of safety related to the work of the Contract, the Contractor hereby certifies that it will allow no consumption of alcohol or illicit drugs on the worksite; and, further, that it will prohibit any of the Contractor's or subcontractors' employees from performing work under this Contract while under the influence of or after having consumed intoxicants during the work day.

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The Contractor shall take affirmative steps to assure that small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction, services and labor when subcontracts are utilized in the performance of this Contract.

The Contractor shall comply with all applicable requirements of the Americans With Disabilities Act of 1990 and ORS 659.425 in regards to employment and access to services.

The Contractor shall pay a fee equal to one-tenth of one percent (1 percent) of the price of this contract, but not less than \$100 nor more than \$5,000, regardless of the contract price. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out; and in consideration of the faithful performance of the work as set forth in this Contract, the applicable Plans, Standard Specifications, Special Provisions, Schedule of Contract Prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Director of Public Works and to his satisfaction, the County agrees to pay to the said Contractor the amount earned as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date first herein written.

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KLAMATH COUNTY BOARD OF COMMISSIONERS


Chairman of the Board


County Commissioner


County Commissioner

CONTRACTOR:

KLAMATH PACIFIC CORP.

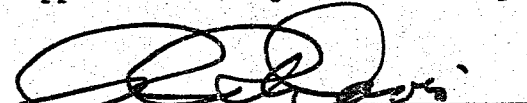
BY: 

TITLE: V. Pres.

BY: _____

TITLE: _____

Approved for legal sufficiency:


Reginald Davis
County Counsel

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County the 26th day
of Sept. A.D., 19 96 at 3:18 o'clock P. M., and duly recorded in Vol. M96
of Miscellaneous on Page 30564.

Bernetha G. Letsch County Clerk

FEE No Fee: Return: Commissioners Journal

By 