

DOH57MNT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: THE STATE HIGHWAY COMMISSION OF COLORADO

SUBJECT/PROJECT: THE CITY AGREES TO MAINTAIN 4.154 MILES OF STATE HIGHWAY NO. 4, 6, & 20 WITHIN THE CITY LIMITS:

NORTH AVENUE - FROM 1ST STREET TO 25TH STREET,
SOUTH 5TH STREET - SOUTH CITY LIMITS TO UTE AVENUE
UTE AND PITKIN AVENUES - EAST CITY LIMITS TO 1ST & GRAND

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1957

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

COLORADO

Maintenance Agreement
City of Grand Junction

MARK U. WATROUS
CHIEF ENGINEER



RALPH A. MCCOY
DISTRICT ENGINEER

DEPARTMENT OF HIGHWAYS

DISTRICT NO. 3
606 SO. 9TH ST.
GRAND JUNCTION, COLORADO

December 9, 1957

Mrs. Helen C. Tomlinson, City Clerk
City of Grand Junction
5th & Rood Avenue
Grand Junction, Colorado

Dear Mrs. Tomlinson:

Enclosed herewith for your files and permanent record is one copy of the Maintenance agreement between the City of Grand Junction and the Colorado Department of Highways whereby the City obligates itself to maintain certain portions of the State Highway System at the expense of the Department.

This agreement has been approved and signed by City and State officials.

Very truly yours,

MARK U. WATROUS
Chief Engineer


RALPH A. MC COY
District Engineer

RAM: ds

cc: Green
file

Encl.

CITY - TOWN
MAINTENANCE CONTRACT

This Contract made and entered this 7th day of October, 1957, by and between THE STATE HIGHWAY COMMISSION OF COLORADO, a body corporate acting for and on behalf of THE DEPARTMENT OF HIGHWAYS, hereinafter called the "Department", and the City - ~~Town~~ (strike one) of Grand Junction, Colorado, hereinafter called the "City".

IT IS HEREBY AGREED; (1) The City hereby agrees to maintain 4.154 miles of State Highway No. 4, 6, & 20 within the city limits, being State Patrol No. 26, together with any other portions of State Highways brought within the city limits hereafter by annexation, from and after this date until this Contract shall have been terminated.

(2) This Contract may be terminated by either party upon thirty (30) days notice by the other party, sent by registered, prepaid mail. It shall be subject to renegotiation not oftener than quarterly.

(3) As used herein the word "maintenance" shall mean: All of the maintenance duties of the Department under S. B. 170, 1953 General Assembly, including removal of snow, sanding and salting; cutting of weeds and grasses within Department's portion of right of way (between outer curbs, or between right of way fences or other appurtenances, whichever is the lesser area); cleaning and repairing of ditches and drainage structures (but storm sewers shall not be deemed to be part of the Department's duty); patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating of the roadways, including the shoulders, and including damage caused by ordinary washouts; painting of bridges, other structures and highway appurtenances; other work to preserve the roadways and appurtenances (including fences) with minor repairs to safeguard the traveling public; to make safe by warning and/or repair any dangerous condition from any cause. The Department will reconstruct portions of highways destroyed by major disasters, fires, floods, Acts of God, and those portions which cannot be safely or economically maintained; as it shall determine and have funds available; the City shall promptly give notice to the Department of the existence of any of said portions of highway.

(4) The City shall maintain the said highways in accordance with the standards established by the Department for State Highways of similar type with similar use. The interpretation of the Department's District Engineer, or his representative, respecting maintenance standards shall control and he shall approve the City's work and statements.

(5) The City shall advise the District Engineer of the Department's signs and regulatory devices in need of repair and the Department will maintain them.

(6) In consideration of the foregoing, the Department agrees to pay the City the sum of EIGHT HUNDRED (\$800.00) Dollars per mile for approved work per year, payable in monthly installments upon receipt of the City's statement.

(7) This Agreement shall be effective on and after November 1, 1957 and all agreements between the said City and the Department for maintenance of State Highways are hereby terminated, effective November 1, 1957, except those agreements which are specifically made effective on and after said date. This Agreement is executed under the authority of Senate Bill 170, 1953 General Assembly and by virtue of a resolution passed at a meeting of the City or Town Council held on Nov. 6, 1957, 1957, a certified copy of which is attached hereto.

Note: On back of sheet see beginning and end of mileage on State Highways in City Limits of Grand Junction.

CITY ~~OR TOWN~~ COUNCIL OF
GRAND JUNCTION, COLORADO

Distribution:

- Executed Original:
 - 1 City
 - 1 Dep't Controller
- Copies by Denver Office:
 - 1 Maint. Eng'r.
 - 3 Dist. Eng'r
 - 1 Laboratory

By R.C. Fisher
City Manager
THE STATE HIGHWAY COMMISSION OF COLORADO,
a body corporate acting for the use and
benefit of THE DEPARTMENT OF HIGHWAYS FOR
THE STATE OF COLORADO

By Mark U. Watrous
MARK U. WATROUS
Chief Engineer

* Patrol No. changed to 03-02-26
State Highway Dept. June 1957

S. H. #4 - North Avenue - From 1st Street to 25th Street.....	1.872 Miles
S. H. #6 - South 5th St. - From South City Limits to Ute Avenue682 Miles
S. H. #20 - Consists of both Ute and Pitkin Avenues from the East City limits to 1st and Grand Avenue.....	1.600 Miles
Total	<u>4.154 Miles</u>