

DOH74TRA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE DEPARTMENT OF HIGHWAYS, DIVISION OF  
HIGHWAYS, STATE OF COLORADO BY CHARLES E. SHUMATE, EXECUTIVE DIRECTOR

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: AGREEMENT DATED SEPTEMBER  
1, 1974 FOR INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES ON  
PORTIONS OF THE STATE HIGHWAY SYSTEM WITHIN THE CITY OF GRAND JUNCTION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1974

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

STATE DEPARTMENT OF HIGHWAYS  
DIVISION OF HIGHWAYS - STATE OF COLORADO

AGREEMENT WITH THE CITY OF GRAND JUNCTION  
FOR INSTALLATION AND MAINTENANCE OF  
TRAFFIC CONTROL DEVICES

THIS AGREEMENT, entered into this 1st day of September, 1974, by and between the STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, hereinafter referred to as the "Division" and the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the "City".

WITNESSETH: That

WHEREAS, this agreement is executed by the Division under authority of Chapter 120-2-6 and 120-13-44, CRS 1963, as amended and by the City, pursuant to an applicable ordinance or resolution duly passed and adopted by the City, marked Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Senate Bill No. 8 enacted by the General Assembly of the State of Colorado during the 1974 Session of the Legislature provides for the transfer of responsibility for all traffic control devices on the State Highway System, within Cities having a population in excess of five thousand, from the various Cities to the State Department of Highways effective July 1, 1974; and

WHEREAS, the Division does not have the necessary equipment and manpower to physically assume the responsibilities at this time; and

WHEREAS, it is to the mutual benefit of the parties hereto as well as the traveling public to effectuate a smooth transfer of responsibilities from the City to the Division; and

WHEREAS, it is the desire of the parties hereto to enter into a continuing agreement covering installation, operation and maintenance of traffic control devices on the State Highway System as described in more detail on Exhibit "B" (Signals) and Exhibit "C" (Signs and Markings), attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the above and the mutual covenants set forth hereinafter and the faithful performance thereof, the Division and the City do hereby covenant and agree as follows:

A. The City will:

1. As of July 1, 1974, under the general direction of the Division, assume full responsibility for the installation, operation and maintenance of all traffic control devices as defined in Exhibit "B" (Signals) and Exhibit "C" (Signs and Markings). Said traffic control devices shall be maintained in conformance with the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" therefo. These two documents are hereinafter referred to collectively as the "Manual".
2. Bill the Division monthly according to the rates set forth in Exhibit "B" (Signals) and Exhibit "C" (Signs and Markings).
3. Cooperate with the Division in bringing the traffic control devices into conformance with the Manual by the following dates:
  - a. Signs December 31, 1974
  - b. Signals December 31, 1976

Markings were to conform by December 31, 1972.

In the event signs, signals and markings are not in conformance at this time the City will furnish the Division any pertinent data they might have relative to meeting these objectives.

4. Maintain both operational and cost records as the parties hereto may from time to time agree upon as being necessary to determine the adequacy of the control devices, both operationally and mechanically, to perform their intended function. Said records shall be available for review by the Division during normal working hours.
5. On determination that new devices are warranted and needed, confer with the Division as to how the desired changes are to be accomplished.
6. Insure that in connection with the performance of the City's work under this agreement, whether by or at its direction, in compliance with the Governor's Executive Order of July 6, 1972, take all affirmative actions necessary and appropriate to implement, not only the letter but also the spirit of, the policy of equality of opportunity as enunciated in the Constitution and the laws of the State of Colorado and as construed by the courts to prevent discrimination because of race, creed, color, sex, national origin or ancestry.

7. Hold the Division harmless from any and all damage or claims resulting directly or indirectly from actions of their employees or their agents.

B. The Division will:

1. Through its District Engineer, 606 South Ninth Street, Grand Junction, Colorado 81501, be responsible for monitoring this contract for the Division. All correspondence and billings should be addressed to him.
2. On receipt of billing from the City, process bills for payment within 60 days.

C. The Division reserves the right to determine the quality and adequacy of maintenance under this agreement. Any alleged deficiencies will be brought to the attention of the City and a reasonable time will be allowed for compliance. In the event of the City, for any reason, does not or cannot comply, the Division reserves the right to do the work or have the work done by others and deduct the actual cost from the subsequent payments to the City.

D. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

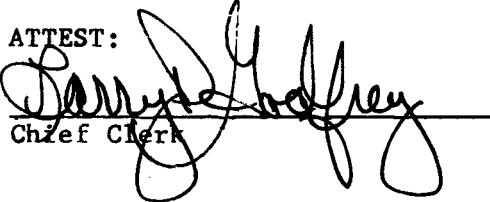
THIS AGREEMENT shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing agreement to be executed the day and year first above written.

STATE OF COLORADO  
JOHN D. VANDERHOOF  
GOVERNOR

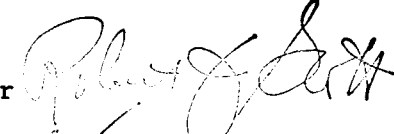
STATE DEPARTMENT OF HIGHWAYS  
DIVISION OF HIGHWAYS

ATTEST:

  
Chief Clerk

By 

CHAS. E. SHUMATE  
Executive Director 9/6/74

APPROVED:  
ROBERT J. SCOTT  
State Controller 

APPROVED AS TO FORM:  
JOHN P. MOORE  
Attorney General

By 

  
RICHARD W. PHILLIPS  
Assistant Chief Highway Counsel  
Assistant Solicitor General

By 

HARVEY ROSE

CITY MANAGER, CITY OF GRAND JUNCTION

(3)

Exhibit "A"

R E S O L U T I O N

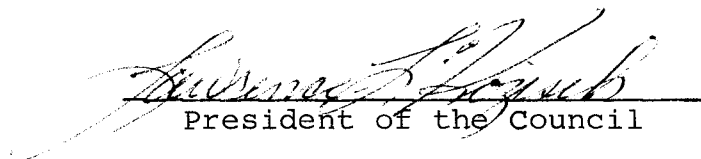
WHEREAS, the State Department of Highways, Division of Highways, State of Colorado, has submitted to the City Council of the City of Grand Junction a proposed agreement for installation and maintenance of traffic control devices on portions of the state highway system within the City of Grand Junction dated September 1, 1974, and

WHEREAS a request has been made for approval thereof and for authorization for signature,

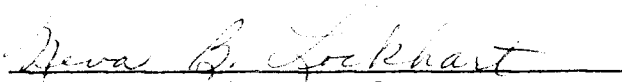
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the proposed agreement be approved and that the City Manager be directed to execute same as the act of the City and on behalf of the City.

PASSED and ADOPTED this 21st day of August, 1974.

  
\_\_\_\_\_  
President of the Council

ATTEST:

  
\_\_\_\_\_  
City Clerk

GRAND JUNCTION

EXHIBIT "B" SIGNALS

	<u>SH No.</u>	<u>LOCATION</u>	<u>COST/MO</u>	<u>COST/YEAR</u>
1.	SH 70 (1st St.)	SH 340 (Grand Ave.)		
2.	SH 70 (1st St.)	Main Street		
3.	SH 6 (North Ave.)	1st Street		
4.	SH 70 (Pitkin Ave.)	4th St.		
5.	SH 70 (Ute Ave.)	4th St.		
6.	SH 70 (Pitkin Ave.)	5th St.		
7.	SH 70 (Ute Ave.)	5th St.		
8.	SH. 6 (North Ave.)	5th St.		
9.	SH 70 (Pitkin Ave.)	7th St.		
10.	SH 70 (Ute Ave.)	7th St.		
11.	SH 6 (North Ave.)	7th St.		
12.	SH 70 (Pitkin Ave.)	9th St.		
13.	SH 70 (Ute Ave.)	9th St.		
14.	SH 6 (North Ave.)	10th St.		
15.	SH 6 (North Ave.)	12th St.		
16.	SH 6 (North Ave.)	23rd St.		
17.	SH 6 (North Ave.)	28th St.		
<u>18.</u>	SH 50	Unaweep Ave.		
18			<u>\$1,354.23</u>	<u>\$16,250.76</u>

**EXHIBIT "C" SIGNS & MARKINGS**

Markings - \$1155.00 yearly

Those pertaining to pedestrian crossings will be contracted by the City.

Signing - \$500.00 yearly

Parking control and parking restriction will be maintained by contract by the City for the Division.