

GVI79HDG

TYPE OF RECORD: PERMANENT

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

NAME OF CONTRACTOR: GRAND VALLEY IRRIGATION COMPANY

SUBJECT/PROJECT: INSTALLATION OF WATER TRANSMISSION  
LINE - HEADGATE FACILITY REMOVAL AND REINSTALLATION OF  
HEADGATES, PIPES, PIPELINES AND APPURTENANT FACILITIES IN  
CONNECTION OF THE CLIFTON WATER TRANSMISSION LINE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1979

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

HEADGATE INSTALLATION AGREEMENT

THIS AGREEMENT is made and entered into this 3 day of January, 1979, by and between GRAND VALLEY IRRIGATION COMPANY, hereinafter referred to as "Grand Valley", and the CITY OF GRAND JUNCTION, Colorado, hereinafter referred to as "City."

W I T N E S S E T H:

WHEREAS, Grand Valley has granted to the City an easement for the installation and maintenance of a water transmission line by way of separate Easement Agreement executed contemporaneously herewith;

WHEREAS, the installation of the water transmission line will entail the removal and reinstallation of headgates, pipes, pipelines and appurtenant facilities (hereinafter referred to as "headgate facilities"); and

WHEREAS, Grand Valley has special expertise and skill in the removal and installation of headgate facilities so as to insure their proper removal, replacement and future operation.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Headgate Facility Removal and Reinstallation. In connection with the installation of the Clifton Water Transmission Line, Grand Valley shall conduct, in accordance with the construction schedule of the City or its general contractor, all removal and reinstallation of headgate facilities. Grand Valley will remove all of the old headgate facilities prior to the time the City, or its general contractor, undertakes to place the water transmission line within the easement. The installation of new headgate facilities shall be accomplished following the laying of the water transmission line, but prior to the time gravel will be placed on the Grand Valley Canal bank road.

2. Costs of Removal and Reinstallation. The City shall reimburse Grand Valley for all Grand Valley's costs incurred or expended in connection with installation of new headgate facilities including, without limitation, labor, materials, equipment

and supplies. Grand Valley shall bill the City for its actual time and material charges for such work, which is estimated, but not limited, to be \$300.00 for the installation of twenty-four (24) headgate facilities. The City shall have no obligation to reimburse or pay Grand Valley for its costs incurred or expended in connection with the removal of the headgate facilities. All headgate facilities removed shall be deemed the property of Grand Valley. Payments to be made hereunder shall be made thirty (30) days from billing by Grand Valley provided, however, the City may require the presentation of invoices or vouchers supporting the expenditures for which Grand Valley shall be entitled to reimbursement.

3. Construction Methods. In connection with the removal and reinstallation of new headgate facilities, Grand Valley shall utilize its own equipment and labor and be solely responsible for the method and manner of removal and installation. Excepting for construction activities caused by the City, the City's contractor, or any subcontractor, the City shall have no liability after construction to Grand Valley or any third party for the method, manner or operation of any headgate facility removed or replaced by Grand Valley.

4. Default. In the event Grand Valley shall fail to remove or reinstall the headgate facilities, the City's general contractor shall be authorized to conduct such removal and reinstallation in accordance with its construction schedule. In such case, all removal and reinstallation shall be done in a good and workman-like manner in accordance with standard engineering practices. All headgate facilities removed by the general contractor shall remain the property of Grand Valley, and shall be replaced with new headgate facilities equivalent in quality to those removed.

In the event the City shall fail to reimburse Grand Valley for the cost and expenses incurred for the reinstallation of headgate facilities conducted by Grand Valley, Grand Valley may bring suit to collect the same and, shall be entitled to an

award of its costs and expenses incurred for such suit including a reasonable attorney's fee.

5. Benefit. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the respective parties' successors and assigns.

IN WITNESS WHEREOF, the parties set their hands and seals the day and year first above written.

GRAND VALLEY IRRIGATION COMPANY

ATTEST:

By Shirley J. Stocker  
Shirley J. Stocker  
Secretary

By Richard K. Fry  
Richard K. Fry, President

CITY OF GRAND JUNCTION

ATTEST:

By Theresa F. Martinez  
Theresa F. Martinez, Deputy City Clerk

By James E. Wysocki  
James E. Wysocki, City Manager