

SHC56GRN

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	THE STATE HIGHWAY COMMISSION OF COLORADO
SUBJECT/PROJECT:	INSTALLATION OF CERTAIN STREET LIGHTING EQUIPMENT ON EXPRESSWAY FROM 1 ST STREET TO GRAND AVENUE PROJECT F 001-1 (12)
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1956
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

THIS AGREEMENT made and entered into this 19th day of _____
June A. D., 1956, by and between THE STATE HIGHWAY COMMISSION OF
COLORADO, a body corporate, acting for the use and benefit of THE DEPARTMENT
OF HIGHWAYS hereinafter called the "Department", and where the term "Department"
is used hereafter it may be construed to include the Department's contractor,
and THE CITY OF GRAND JUNCTION, COLORADO, and where the term "City" is used it
may be construed to include the City's contractor, hereinafter called the "City",

WITNESSETH, That

WHEREAS, Department's plans and specifications for the construction
of Project No. F 001-1(12) through the City of Grand Junction require the
installation of certain lighting equipment on certain portions of the project,
and

WHEREAS, the parties have previously determined to what extent each
party shall participate in the procurement and installation of said lighting
equipment, and

WHEREAS, it has been previously determined by the parties that
maintenance and operation of this lighting equipment, after installation, shall
be the responsibility of the City.

NOW, THEREFORE, in consideration of the premises and agreements
hereinafter contained and the faithful performance thereof, the parties hereto
agree as follows:

1. The Department agrees to furnish, at its expense and
according to Department plans and specifications for
the above numbered project and as approved by the U. S.
Bureau of Public Roads, the necessary light standards
and luminaires, as part of the project cost.

2. The City will install, or have installed, at its own expense concrete bases, the light standards, the wiring, the conduits and the luminaires.
3. The above lighting equipment will be installed at points along said project to be determined jointly by the City and the Department, following as nearly as possible the original designations as shown on the final project plans and specifications.
4. The City agrees to furnish all electricity and power for said lighting equipment after the units are placed in operations and project is completed and opened to the traveling public.
5. The City agrees to operate and maintain the lighting equipment after the completion of the project, without interfering with the normal traffic operations on the roadways.
6. All power and electricity furnished by the City and all maintenance operations shall be at the sole expense of the City. The term "maintenance" shall be construed to include replacement of the lighting units or any portions thereof at any time hereafter.

THIS AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF we have placed our signatures the day and year first above written.

THE STATE HIGHWAY COMMISSION OF COLORADO,
a body corporate, acting for the use and
benefit of THE DEPARTMENT OF HIGHWAYS

ATTEST:

Irvine G. Pinal
Chief Clerk

Mark U. Watrous
MARK U. WATROUS, Chief Engineer

ATTEST:

Helene C. Tomlinson
City Clerk

CITY OF GRAND JUNCTION, COLORADO

By *Rob Sheerer*
City Manager

Project F 001-1(12)
Grand Junction
June 19, 1956

Grand Junction, Colorado

June 27, 1956

This is to certify that at a Regular Adjourned meeting of the City Council of Grand Junction, Colorado, held on Wednesday, June 27, 1956, the following resolution was adopted:

"Resolved that this Council hereby approves a certain Agreement with the Colorado Department of Highways dated June 19, 1956, whereby the City obligates itself to install at selected points along Project F 001-1(12) such lighting items as described in the agreement; to furnish all electricity and power for said lighting equipment; and to operate and maintain the said equipment at the expense of the City as per the terms of said Agreement, and authorizes the execution of said Agreement on behalf of the City of Grand Junction by signature of its City Manager."


City Clerk

(S E A L)