

SHD380VR

TYPE OF RECORD: PERMANENT

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

NAME OF CONTRACTOR: COLORADO STATE HIGHWAY DEPARTMENT,
WILSON McCARTHY AND HENRY SWAN, AS TRUSTEES OF THE PROPERTY
OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY

SUBJECT/PROJECT: CONSTRUCTION OF AN OVERPASS ON STATE
HIGHWAY 340 OVER THE MAIN TRACKS AND ACROSS THE PROPERTY OF
THE TRUSTEES AT MILE POST 450 PLUS 518.7 FEET STA. 56+
73.7 EXTENDING SOUTHWEST FROM GRAND AVENUE, TOGETHER WITH A
PEDESTRIAN UNDERPASS ON MAIN STREET UNDER THE MAIN TRACKS
AND ACROSS THE PROPERTY OF THE TRUSTEES AT MILE POST 450
MINUS 198.9+ STA. 49+ 56.1

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1938

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

FACM 19-A(1)

AGREEMENT, Made this 7th
day of November 1936, between the STATE
OF COLORADO, acting by and through the
Colorado State Highway Department, herein-
after called the "State"; Wilson McCarthy
and Henry Swan, as Trustees of the property
of the DENVER & RIO GRANDE WESTERN RAILROAD
COMPANY, hereinafter called the "Trustees";
and the CITY OF GRAND JUNCTION, hereinafter
called the "City."
W I T N E S S E T H:

R E C I T A L S:

Under authority of the provisions of the Federal Aid Appropriation Act of June 6, 1936 (Public Resolution No. 686-74th Congress) the Secretary of Agriculture on December 29, 1936, apportioned funds to the State of Colorado for the elimination of the hazard to life and property at Railroad-Highway grade crossings, and acting under the Rules and Regulations of the Act just mentioned and under authority of the Statutes of the State of Colorado, the State with the concurrence and approval of the Bureau of Public Roads representing the Secretary of Agriculture, allocated a portion of the funds so appropriated for the purpose of constructing an overpass on State Highway 340 over the main tracks and across the property of the Trustees at Mile Post 450 plus 518.7 feet = Sta. 56+ 73.7, extending southwest from Grand Avenue, together with a pedestrian underpass on Main Street under the main tracks and across the property of the Trustees at Mile Post 450 minus 198.9 = Sta. ⁴⁹⁺56.1 in Grand Junction, all in Mesa County; and also has caused to be made, plans, specifications and estimates, which plans for this structure have been examined and approved by the engineering representatives of the Railroad and the City and are on file in their respective offices, representative sheets Nos. A and B of said plans being attached hereto and made a part hereof. No changes in said plans and

specifications, affecting the interests of the parties hereto, shall be made without the consent, in writing, of the parties affected.

The proposed construction is for the mutual benefit of all parties, and in view of these benefits and in consideration of the undertakings and agreements on the part of all parties hereinafter set forth and the faithful performance thereof, and of the mutual agreements and understandings between the parties, the parties hereto promise and agree:

ARTICLE I

AGREEMENT ON THE PART OF THE COLORADO
STATE HIGHWAY DEPARTMENT

The State agrees to make preliminary and location surveys and investigations; to design and prepare plans, specifications and estimates, and to present the same to the engineering representatives of the Trustees and the City for approval; to advertise for bids and to enter into contract for the work described, in accordance with plans and specifications approved by the parties hereto and by the Bureau of Public Roads; to supervise all construction and to pay for the same and other costs, as provided in the contract and otherwise herein provided; to do all work relating to the highway and to the grading and location thereof and surfacing therefor; to install the necessary substructure and superstructure for the overpass, including all necessary backfill and approach grade; to install complete pedestrian underpass under the railroad tracks at Main Street, including necessary drainage and provision for lighting; and to observe all the requirements of the Federal Government in connection with carrying out the Special Provisions and the Rules and Regulations promulgated for the purpose in connection with the said Act of Congress.

ARTICLE II

AGREEMENT ON PART OF THE TRUSTEES OF
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

The Trustees agree to furnish details, install and remove temporary supports for tracks at Main Street in connection with construction of pedestrian underpass; to make any and all temporary or permanent changes and modifications in their right of way fences, wire lines, signal and other railroad facilities on their right of way, including the wire lines jointly owned by the Trustees and the Western Union Telegraph Company located on said right of way, that may be necessary to permit of the construction and maintenance of the overpass and subway; to employ such flagmen as the Trustees may deem necessary for protecting traffic moving on their said track during the time any work is being done in connection with the construction of the project; and to furnish such inspection or inspectors as the Trustees may deem necessary and as may be permitted under the rules and regulations of the Secretary of Agriculture governing this class of projects, for the inspection of all work done by the State or by contractors employed by the State in connection with the construction of the subway, the estimated cost of this work is \$ 8,543.00 as shown on estimate of the Trustees dated October 4, 1938.

The above work is a part of the project cost and the Trustees are to be reimbursed therefor by the State, the actual cost computed according to the Rules and Regulations of the Federal Government, and in accordance with the Bureau of Public Roads General Administrative Memorandum No. 39, dated December 23, 1937.

The Trustees further agree, at their own expense, to forever maintain their roadbed and tracks beneath the overpass and above the pedestrian underpass, including the surface drainage and drainage facilities thereof.

The Trustees without compensation other than the performance of this contract, hereby grant to the State the right to construct and use said overpass and subway and their approaches and sidewalk and to the State the right to maintain, repair and renew the roadway surface and sidewalk over the track and across the right of way of the Railroad at Mile Post 450 plus 518.7 feet = Sta. 56+73.7; and to repair the pedestrian underpass under its tracks and across the Railroad at Mile Post 450 minus 198.9 feet = Sta. 49+56.1; all in accordance with said plans, and grant an easement to the State for a strip of land, two hundred (200) feet in width across its right of way and measured one hundred (100) feet each side and perpendicular to said highway centerline at Mile Post 450 plus 518.7 feet = Sta. 56+73.7; also a strip of land twenty (20) feet in width across its right of way and measured ten (10) feet each side and perpendicular to said underpass centerline at Mile Post 450 minus 198.9 feet = Sta. 49+56.1; all as shown on State's attached plan, hereby reserving to the Trustees, however, the right to use the said strips of land for any purpose not inconsistent with the maintenance and use of said overpass and subway and their approaches for highway and pedestrian travel purposes. Before any communication or power line wires or pipe lines, other than those of the Trustees and their tenants are constructed upon, above or below said overpass or subway, the owner or persons in control of such wire or pipe line shall obtain the written consent of the State and the City and shall enter into an agreement with the Trustees in the form adopted by said Trustees and heretofore in common use in their business.

ARTICLE III

AGREEMENT ON PART OF THE CITY OF GRAND JUNCTION

The City hereby agrees to permit the construction work as required under the plans and specifications to be approved by its engineers; to secure all rights of way over private property necessary in connection with the construction, according to plans and specifications; to assume all liability for property damages to real property of whatever nature arising out of the construction of overpass and

subway or their approaches, and to defend the other parties hereto in any and all suits or claims of whatever nature for or arising out of direct or consequential property damages to such real property brought against the State and the other parties hereto, either jointly or severally, as a result of the construction of the overpass or subway or their approaches except damage arising from contractor's or Trustees' operations in connection with the construction of the project, which damages are covered elsewhere in this agreement; to furnish, install and maintain all electric wiring for the lighting fixtures and to furnish and maintain lights and electricity for permanently lighting the structures; at its own expense, to forever maintain the entire highway overpass and the pedestrian subway, as completed under the plans and specifications, including surface drainage ~~from the overpass between limits of~~ the project; also operate and maintain the subway drainage system except as hereinbefore specified to be maintained by the Trustees. ✓

The City further agrees by ordinances or by amendments to the existing ordinances, the following:

- (a) to prohibit parking on the subway or overpass approaches;
- (b) to prohibit filling stations, service stations, or other business establishments being located in such a way that vehicles being served will be required to stand on said highway or subway approaches within the limits of the proposed work;
- (c) to provide that in the event that at any date hereafter it becomes necessary to excavate trenches for sewer, water or gas mains and service connections, either public or private, under the surfaced portion of the highway right of way, the City will not permit the backfilling of the trenches and replacement of surfacing except under the supervision and to the satisfaction of the State, and all material used in backfilling such excavation will be placed in layers not more than three (3) inches in thickness and each layer tamped mechanically until the maximum degree of compaction is obtained.

The City further agrees to permit necessary changes in, and relocation of communication, power, water, gas, irrigation and sewer lines now located within the limits of the project to be made as shown on the plans and according to the specifications.

RR.

The City further agrees that upon completion of the construction of the overpass in such a manner as to provide for vehicular traffic to and from Riverside Subdivision in said City thereon, and upon completion of construction of the proposed pedestrian subway, and both said overpass and subway are opened and in use by the public, said City will thereupon, by resolution of its City Council, and appropriate action of its City officers, proceed to abandon its easement for the surface crossing on Main Street, so that said Main Street crossing may be thereafter closed to vehicular traffic; and also, thereupon, close Main Street at the West City limits to vehicular traffic.

ARTICLE IV

Special requirements substantially in accordance with the following provisions will be included in the contracts between the State and its contractor or contractors, for the construction of the overpass and subway and are hereby incorporated in this agreement:

Insurance

"In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the contractor will be required to carry insurance of the following kinds and amounts:

1. Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish evidence to the State that, with respect to the operations he performs, he carries regular Contractor's Public Liability Insurance providing for a limit of not less than Ten Thousand Dollars (\$10,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than Ten Thousand Dollars (\$10,000) for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of Fifty Thousand Dollars (\$50,000) for all damages arising out of injury to or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

2. Contractor's Protective Public Liability and Property Damage

Liability Insurance.

The contractor shall furnish evidence to the State that, with respect to the operations performed by him by subcontractors, he carries in his own behalf regular Contractor's Protective Public Liability Insurance providing for a limit of not less than Ten Thousand Dollars (\$10,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than Ten Thousand Dollars (\$10,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of Fifty Thousand Dollars (\$50,000) for all damages arising out of injury to or destruction of property during the policy period.

and City's

3. Railroad's/Protective Public Liability and Property Damage

Liability Insurance.

In addition to the above, the contractor shall furnish evidence to the State that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the Trustees and also for and in behalf of/ ^{the City} regular Protective Public Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Protective Property Damage Liability Insurance providing for a limit of not less than Ten Thousand Dollars (\$10,000) for all damages arising out of injury

to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of Fifty Thousand Dollars (\$50,000) for all damages arising out of injury to or destruction of property during the policy period.

4. General.

The insurance hereinbefore specified shall be carried until all work, required to be performed under the terms of the contract, is satisfactorily completed as evidenced by the formal acceptance by the State.

Written notice to the Railroad:

The contractor shall give written notice to the Railroad's Superintendent at Grand Junction, Colorado, and its Chief Engineer at Denver, Colorado, at least ten days in advance of the date on which he expects to begin any work on the premises of the Railroad.

Protection of Railroad Property:

The contractor shall use the utmost care in order to guard against accidents and cause the least possible interference with the operation of the railroad or the telegraph, telephone or signal lines of the Railroad or the property of any tenant of the Railroad's right of way.

All pits or openings near or under the Railroad's track shall be kept covered at all times except during the time required for the actual operation, in making such pits or openings and for performing work in them.

The contractor shall not place or permit to be placed or to remain, any scaffold closer than eight (8) feet or any piles of material or other obstructions, closer than ten (10) feet to the nearest rail of any track of the Railroad.

All work to be done under this contract shall be so handled by the contractor as to interfere as little as is reasonably possible with

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the use of the track, wires, signals and property of the Trustees or their tenants, and the contractor shall be responsible for any damages which may be sustained by the Trustees or their tenants, its employes, passengers or freight in its care, caused by such interference which could have been avoided by the proper handling of said work. The contractor shall discontinue immediately upon request of the State's engineer any practices or actions which in his opinion are unsafe or which might result in delays to the Railroad's trains, engines or cars or damage to its track, roadbed or telephone, telegraph or signal wires.

Protection of Utilities:

Before the contractor begins any bridge excavation or shoofly grading, he shall confer with the official representative of the State, the City and the Trustees with regard to any sewer, water, gas or other pipe lines, mains, or underground or overhead utilities which may be on or near the site of the work.

The contractor shall take such measures as the Engineer for the State may direct in protecting these utilities properly throughout his construction operations, except that, in case any pipe lines, water, or gas mains, electrical conduits, sewer pipes, overhead wiring and all other such utilities not specifically mentioned and provided for elsewhere as a part of this contract which may have to be moved, repaired, reconditioned, or revised due to the subway construction, the party or parties owning or operating such utilities, shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. Whenever or wherever such operations are undertaken by the Trustees, City, Public Utilities

Company, or other parties involved, the contractor shall cooperate with any or all of these parties which may be affected, to the extent that ample protection of their work will be provided so that the entire improvement contemplated in the contract may be expedited to the best interests of all concerned as judged by the Engineer for the State."

ARTICLE V

APPROVAL, CANCELLATION, MAINTENANCE, ETC.

1. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptances of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it as a Federal project; and that the State will reimburse the Trustees and the City as provided above, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment from Federal funds, and which have received approval by proper Federal authority.

2. In the event that delays or difficulties arise in securing necessary Federal approvals, or in acquiring necessary right of way, or in settling damages or damage claims, which in the opinion of the State render it impracticable to utilize Federal funds from the current appropriation for the construction of the project, then at any time before a construction contract is executed or actual construction is started pursuant to proper Federal approval or authority, the State may serve formal notice of cancellation upon the Trustees and the City and this agreement shall thereupon become null and void.

3. This agreement shall be binding upon the parties hereto, their successors or assigns.

Notwithstanding the above or anything elsewhere herein contained, it is understood that the Trustees of the property of The Denver and Rio Grande Western Railroad Company, Parties of the Second Part herein, are acting under appointment of the District Court of the United States for the District of Colorado in a proceeding for reorganization of said Railroad Company under Section 77 of the Federal Act in Relation to Bankruptcy, as amended; and that upon the termination of said trusteeship of The Denver and Rio Grande Western Railroad Company, all of the obligations of the Trustees hereunder, shall be terminated unless accepted and adopted by the party in whom the title to or possession of the railroads now in the Trustees' charge is then vested, in manner provided by order or decree of said Court, or otherwise. In any event, this agreement shall not be binding or obligatory upon the Trustees after their discharge as such, or in their personal capacity.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper officers, the day and year first above written.

ATTEST:

WITNESS:

[Signature]

WITNESS:

[Signature]

WITNESS:

[Signature]

THE COLORADO STATE HIGHWAY DEPARTMENT

BY

Charles Dale
State Highway Engineer
By O. J. Reedy

WILSON MCCARTHY and HENRY SWAN
AS TRUSTEES OF PROPERTY OF
THE DENVER & RIO GRANDE WESTERN
RAILROAD COMPANY

THE CITY OF GRAND JUNCTION

BY

[Signature]
Mayor City Manager

APPROVED AS TO FORM
T. R. Woodman
GENERAL ATTORNEY

ADDRESS ALL COMMUNICATIONS TO
STATE HIGHWAY DEPARTMENT
STATE OFFICE BUILDING



CHAS. D. VAIL
STATE HIGHWAY ENGINEER

STATE HIGHWAY DEPARTMENT

DENVER, COLORADO

November 26, 1938

Mr. J. P. Soderstrum, City Manager
Grand Junction
Colorado

Dear Sir:

Enclosed please find one original copy of
completely executed agreement for FAGM 19-A,
Grade Separation on Grand Avenue, together
with pedestrian underpass at Main Street.

Very truly yours

CHAS. D. VAIL
State Highway Engineer

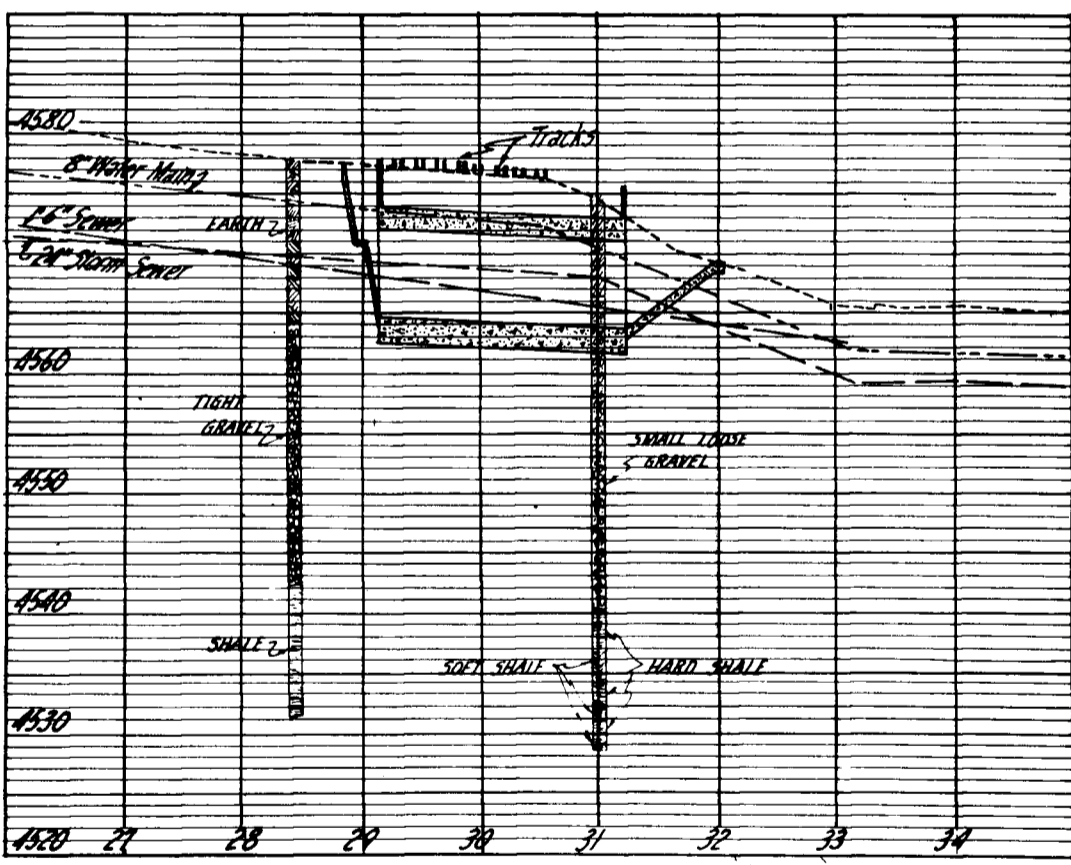
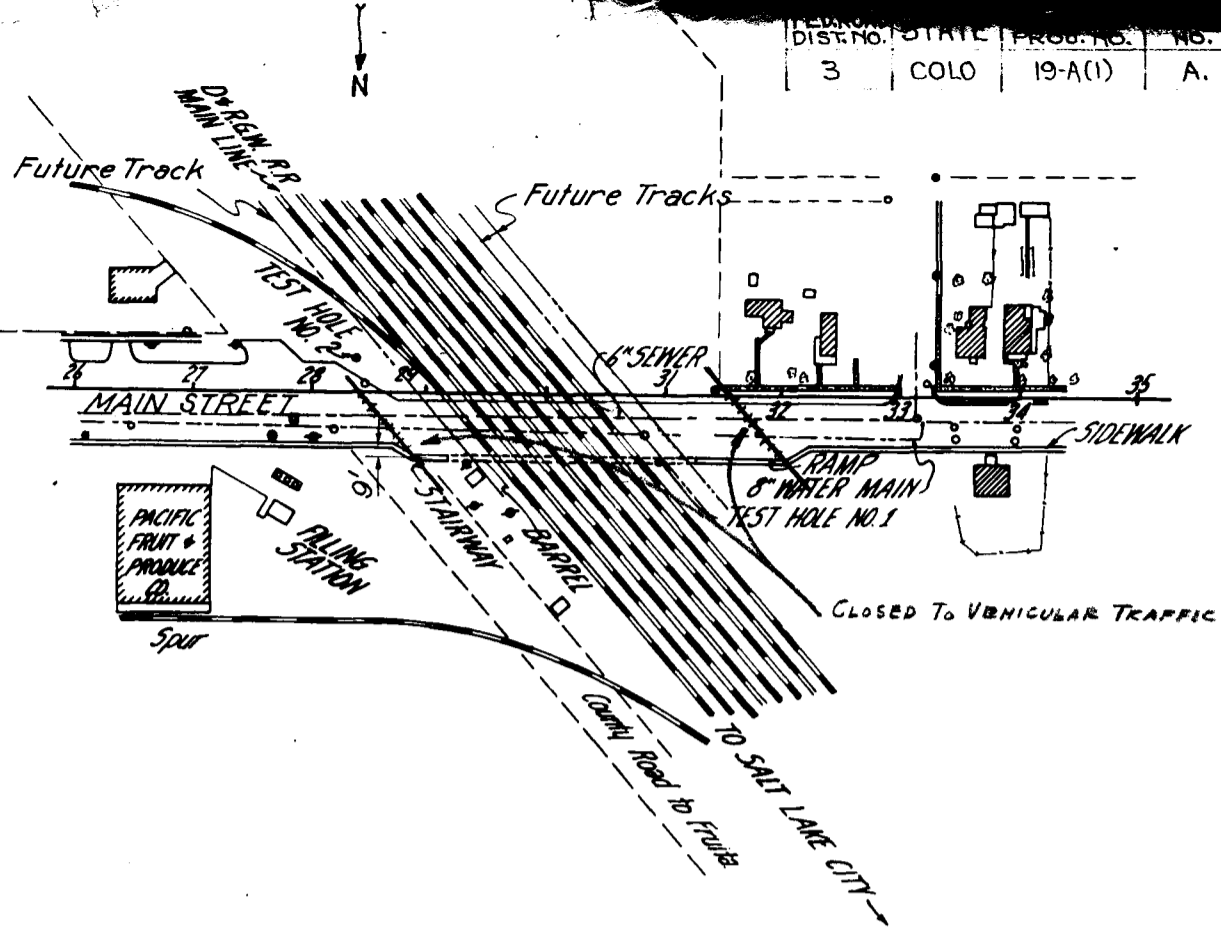
By *W. H. Young*
Office Engineer

PSB:MLC

Enc.

cc: J. J. Vandemoer
O. T. Reedy

DIST. NO.	STATE	PROJ. NO.	NO.	SHEET
3	COLO	19-A(1)	A.	



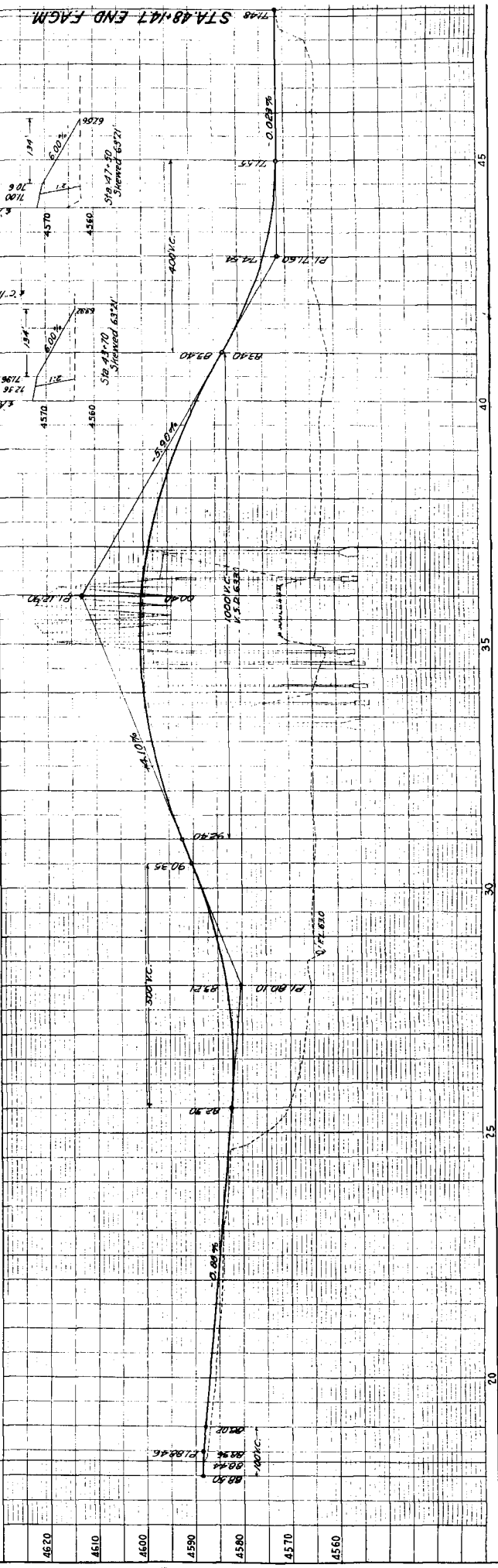
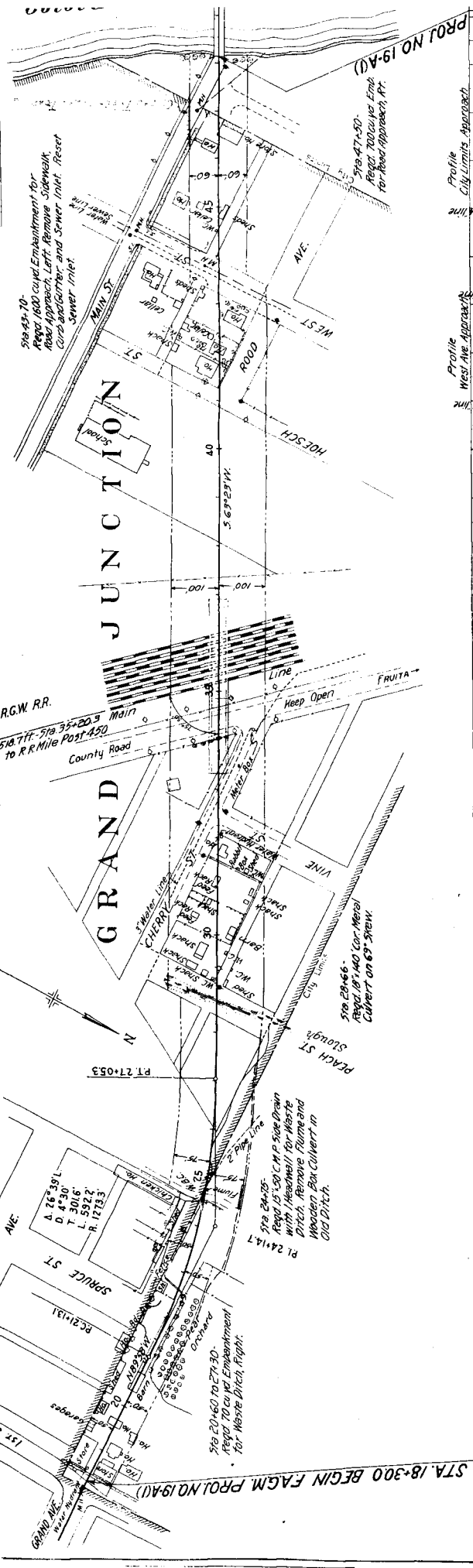
GENERAL LAYOUT PEDESTRIAN UNDERPASS

STATE COLO. 19A(1)

ED & R.G.W. P.M.

NO. 10

DATE



NO.	DATE	BY	DESCRIPTION
1			
2			
3			

NO.	DATE	BY	DESCRIPTION
1			
2			
3			

PLATE 1 - GRAND JUNCTION, CO., A. S. & R. G. W. P. M.

STIPULATION

WHEREAS, The State Highway Department of Colorado, hereinafter designated as "The Department," has undertaken and is about to begin the construction, within Mesa County, Colorado, of an overpass which will extend from First Street and Grand Avenue, in the City of Grand Junction, Colorado, in a westerly direction to the Main Street bridge across the Colorado River at the west limits of the City of Grand Junction, Colorado; and,

WHEREAS, in the process of such construction, the Department will require sand, stone, gravel and other material in the construction of a fill which forms a part of said overpass; and,

WHEREAS, the material needed for said fill, and which the Department desires to use, can be obtained from an island, located in the Colorado river in Section 15, Twp. 1 S. R. 1 West Ute Meridian, about 1,500 feet down stream from the Main Street bridge hereinabove referred to; and,

WHEREAS, there is some dispute with respect to the true ownership of the said island, which dispute may eventuate in legal proceedings relative to such ownership; and,

WHEREAS, one of the undersigned parties, to-wit; Joe Samora, claims a possessory right in said island, as a squatter thereon, and all the other undersigned parties, with the exception of the Department, claim to be owners and in the possession of lands lying around, adjacent or contiguous to the said island, the end lines of which said lands, if extended to the thread of the Colorado River, would include portions of the said island; and,

WHEREAS, the Department cannot postpone or delay the initiation of its construction of the said overpass until the ownership of said island is determined, either legally or otherwise, as between the respective claimants thereof and thereto;

NOW THEREFORE: IT IS HEREBY STIPULATED AND AGREED, between all of the undersigned claimants, owners and occupants, that the Department may take and remove from said island so much of the material thereon as it may require for its contemplated project;

AND THE DEPARTMENT STIPULATES AND AGREES, upon its part, that

the Contractor employed by the Department will pay, for all material taken from said island, for use in and upon said project, at the rate of two (2) cents per cubic yard; that when all material required by the Department shall have been removed from said island, its Engineers shall then compute the quantities so removed and notify the Contractor of the amount due for said material; that the amount so determined to be due shall then be paid into the United States Bank of Grand Junction, in Grand Junction, Colorado, to be paid by the said Bank to the parties lawfully entitled thereto, as the same may hereafter be determined, either by mutual agreement, by arbitration, or by the decision of a Court of competent jurisdiction;

It is Further Stipulated and Agreed, That upon the payment into the above named bank of the amount so determined to be due for said material, the Department shall be completely discharged from any further liability; and in no event shall the duty be imposed upon either the Department or the bank to determine the relative rights of the various claimants to the possessory rights or ownership of said island, or any part thereof, in and to said money paid by the Department for said material and held by said bank.

It is Further Stipulated and Agreed, by all of the signers hereto other than the Department, that nothing herein contained shall be taken or construed, upon the part of any signer hereto, as a waiver of any of his or her rights in or to said island, or any part thereof, but that all rights therein, however the same may have originated, shall be and remain as they existed before the execution of this stipulation.

IN WITNESS WHEREOF the Parties have hereunto set their hands at Grand Junction, Colorado, on this the _____ day of October, A. D. 1938.

The State Highway Department of Colo.

By _____
Division Engineer.

UNITED STATES
DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

COOPERATIVE AGREEMENT

AGREEMENT FOR DEMONSTRATIONAL AND EXPERIMENTAL WORK IN
SOIL AND WATER CONSERVATION

THIS AGREEMENT, entered into this 9th day of January, 1940, by the United States of America, by the Area Conservationist, Manager, hereinafter called the Government, and The City of Grand Junction

(Last name)	(PRINT)	(First name)	(City)	(State)
(Last name)	(PRINT)	(First name)	(City)	(State)
(Last name)	(PRINT)	(First name)	(City)	(State)
(Last name)	(PRINT)	(First name)	(City)	(State)
(Last name)	(PRINT)	(First name)	(City)	(State)

hereinafter called the Cooperator(s) :

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE 1. The officer in charge shall be the Area Conservationist Manager, hereinafter called the officer in charge.

ARTICLE 2. The Government agrees to make the essential surveys for use in developing a suitable plan of soil and water conservation, and to assist in formulating a plan of conservation operations.

ARTICLE 3. The Cooperator(s) agrees to follow the plan of conservation operations attached hereto, in accordance with the directions and under the guidance of the officer in charge or his duly authorized representatives, insofar as the officer in charge may find it necessary for the purposes of soil and water conservation.

ARTICLE 4. For a period of 5 years from the date of this agreement, the Cooperator(s) agrees to continue all

farming, grazing, wild-life, and forestry practices required by this agreement and to maintain all fences, terraces, and other structures erected pursuant thereto, in a condition and in a manner satisfactory to the officer in charge.

ARTICLE 5. The Cooperator(s) agrees to furnish material, equipment, and labor as specified in the plan of conservation operations, attached hereto.

ARTICLE 6. It is stipulated that planting stock and materials furnished by the Government shall not be sold or disposed of by the Cooperator(s).

ARTICLE 7. The Cooperator(s) agrees to protect, to the best of his ability, from fire, all wooded and other areas not used for farm crops.

ARTICLE 8. In order that the Government may direct and supervise the work, the farming, grazing, wild-life, and forestry practices undertaken in this Agreement, the Cooperator(s) shall allow the officer in charge and/or his duly authorized agents free access to any of the lands involved during the period of this agreement.

ARTICLE 9. In the event that the Cooperator(s) fails to fulfill his undertaking in a satisfactory manner, the parties agree that the Government may terminate this agreement and shall be entitled to recover as liquidated damages the cost of materials (but not equipment) used by the Government, under this agreement.

ARTICLE 10. The Cooperator(s) agrees that the Government shall not be liable for any injury to person or property incurred in connection with the prosecution of the work under this agreement, except as provided by law.

ARTICLE 11. In consideration of the benefits to be derived from the establishment of erosion-control practices adopted on the land, the landlord/tenant agrees to be bound by the terms of this agreement as though he were named as the Cooperator(s).

ARTICLE 12. If at any time a party hereto shall cease to have any legal relationship (whether as landlord or tenant) to the land described on the map attached hereto and incorporated as part of the agreement, this contract shall become inoperative and of no further force or effect as to such party.

ARTICLE 13. In event present or future farm legislation interferes with the cropping plan of this agreement, the needed changes may be made subject to the approval of the officer in charge.

ARTICLE 14. The site of the work, with land description, plan of conservation operations, cropping plan, and map attached hereto, are incorporated as part of the agreement.

ARTICLE 15. Any obligations on the part of the Government resulting from this agreement shall be contingent upon the availability of appropriation for payment therefor.

ARTICLE 16. The Government reserves the right to make any changes or additions in the labor or materials furnished by the Government under this agreement; and the Government shall notify the Cooperator by letter of any such changes or additions.

ARTICLE 17. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

The parties hereunto have executed this agreement, the United States of America by the contracting officer, and the Cooperator(s) has hereunto signed his name, the day and year hereinabove written.

THE UNITED STATES OF AMERICA,
Joseph Snyder
T. Joseph Snyder, Area Conservationist *Manager.*

City of Grand Junction by:
Cooperator. (Title—owner or operator)
Bruce Brownson ~~City Manager~~
Bruce Brownson Cooperator. (Title—owner or operator)
Cooperator. (Title—owner or operator)
Cooperator. (Title—owner or operator)
Cooperator. (Title—owner or operator)

WITNESS:

Joseph Snyder
T. Joseph Snyder Contracting Officer.

G. C. Shields, Camp Superintendent

U. S. GOVERNMENT PRINTING OFFICE c 8-6857

I, *Helen C. Tomlinson*, certify that I am the *City Clerk*, an executive officer, of the corporation named as cooperator in this Cooperative Agreement; that *Bruce Brownson* who signed said Cooperative Agreement on behalf of the corporation, was then *City Manager*, of said corporation; that said Cooperative Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within scope of its corporate powers.

Corporate Seal

Helen C. Tomlinson
(Title) *City Clerk*

No. 679
State Hwy

Agreement with
C.C.C. for planting
Rocks of wood.

GENERAL STATEMENT

of

COOPERATOR _____

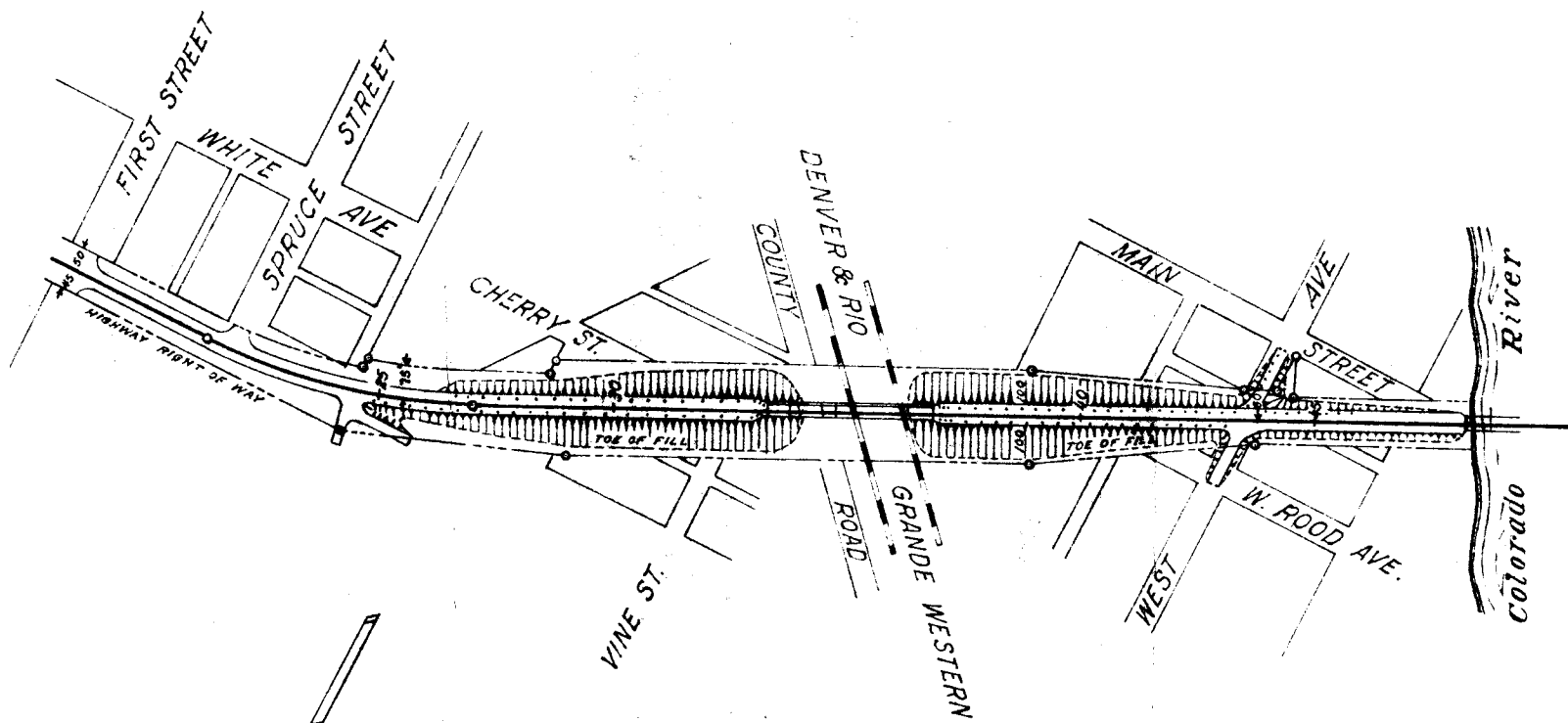
EROSION PROBLEMS ON FARM OR RANCH
City of Grand Junction

Page No. 1

The construction of a viaduct over the Rio Grande and Western Railroad Tracks by the City of Grand Junction has presented serious erosion problems on the fill slopes of the approaches to the viaduct. These fills are constructed on a 2:1 slope and it is believed that the heavy summer showers which occur in this area will cause heavy damage by the rilling and sloughing of the bare surface soils.

The stabilization of these slopes will be accomplished by:

1. Contour furrowing.
2. Seeding to hasten revegetation.



WORKING MAP

UPPER COLORADO AREA
GRAND JUNCTION, COLO

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE
REGION EIGHT

REFERENCE State Highway			SCALE 1" = 400'	
SURVEYED	TRACED Lafferty 12-7-39	CHECKED McCash	REVISED	NUMBER L-3342

PLAN OF CONSERVATION OPERATIONSCOOPERATOR City of Grand JunctionPage No. 1

Feature of Plan
(See attached land use map)

Fill Slopes.**Contour furrowing and seeding of fill slopes.**

The Soil Conservation Service will furnish the labor, equipment and seed to construct and seed contour furrows four inches deep, eight inches wide on top, and on an eighteen inch horizontal interval. Furrows to be seeded to a mixture of twenty pounds of Indian rice grass, forty pounds of western wheat grass, twenty pounds of salt grass and eight pounds of sand drop seed. The City of Grand Junction agrees to lay out the contours to water the plantings as many times as is necessary to get the plantings started, and to protect the plantings from grazing.

Flagstone walks or stairways.

The Soil Conservation Service will construct flagstone walks or stairways, two and one-half feet wide, up the sides of the fill to enable pedestrians to cross the fill without damaging the plantings. The City of Grand Junction will provide the area from which to quarry the flagstones.

GENERAL

The City of Grand Junction agrees that the Soil Conservation Service will not be held liable for any damage that may occur in connection with the work under this agreement.

It is mutually agreed that:

1. The Soil Conservation Service will undertake its part of the work as specified in this agreement only if and when labor is available, as determined by the Soil Conservation Service.
2. If at any time it becomes necessary for the Soil Conservation Service to discontinue its work under this agreement, an attempt will be made to complete any individual structures or sections of the work which may have been started.

It is estimated that the cost to the Soil Conservation Service of erosion control measures covered by this Plan of Conservation Operations will not exceed \$10.00 for materials, 200 truck miles of transportation, and 1600 man hours of labor.

SUMMARY OF ESTIMATED CONTRIBUTIONS

I	MATERIALS	CITY OF GRAND JUNCTION		SOIL CONSERVATION SERVICE	
		Quantity	Cost	Quantity	Cost
	Indian rice grass seed	(lbs.)		20	2.10
	Western wheat grass seed	(lbs.)		40	4.20
	Salt grass seed	(lbs.)		20	2.10
	Sand drop seed	(lbs.)		8	<u>.84</u>
					9.24

II LABOR, Man hours

Supervisory		80
Technical	40	
Common	248	1500

III	EQUIPMENT	Hours	Miles
	Truck		200
	Sprinkler	40	