

STA70LND

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO, STATE DEPARTMENT OF HIGHWAYS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LANDSCAPING AND BEAUTIFICATION WORK ON STATE HIGHWAY RIGHT-OF-WAY CROSSING COLORADO RIVER ON STATE HIGHWAY 50, NO. 4251

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1970

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, made on this 27<sup>th</sup> day of March, 1970,  
by and between the STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS,  
STATE OF COLORADO, hereinafter called the "Division" and the CITY OF  
GRAND JUNCTION, COLORADO, hereinafter called the "City",

WITNESSETH that:

WHEREAS, the parties hereto have indicated willingness to cooperate  
in landscaping and beautification work on State Highway right-of-way at  
both approaches to the crossing of the Colorado River on SH 50 in Grand  
Junction, such landscaping and beautification work to include installa-  
tion of a watering system, top-soiling, fertilization, planting, and  
maintenance of plantings, at joint expense of the City and the Division,  
and

WHEREAS, the City is agreeable to completing said landscaping and  
beautification improvements, including engineering work with its organiza-  
tion and materials, and after said improvements are completed will make  
billing to the Division of the entire cost of materials, labor and equip-  
ment used to complete said improvements up to a total maximum cost of  
five-thousand two-hundred dollars (\$5,200.00), but which cost may be more  
or less.

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

1. The City will purchase or provide materials and with its equip-  
ment and forces complete landscaping and beautification work in  
the areas described above.
2. The City will, after the said improvements have been completed  
and placed in operation, make billing to the Division for total  
cost of materials, labor, and equipment up to a maximum of  
five-thousand and two-hundred dollars (\$5,200.00).
3. The Division will make payment promptly to the City on receipt  
of the City's billing as stated above.
4. Upon completion of the improvements, the City will maintain the  
landscaped areas with their forces and furnish all water needed,  
both at no cost to the Division.
5. This agreement shall be binding upon and inure to the benefit of  
the successors and assigns of the parties hereto, respectively.

6. This agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or by 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.

ATTEST:

Marion C. Wiley  
Chief Clerk

DIVISION OF HIGHWAYS,  
STATE OF COLORADO

L. B. Bauer  
Dep. Chief Engineer

(SEAL)

ATTEST:

Edwin C. Zolner  
City Clerk

CITY OF GRAND JUNCTION

R. Spurgeon  
Mayor

APPROVED AS TO FORM

Alfred J. Achty  
City Attorney

APPROVED AS TO CONTENTS

Paul Day  
City Manager

APPROVED AS TO FORM

DUKE W. DUNBAR, ATTORNEY GENERAL

Duke W. Dunbar  
Attorney General

APPROVED:

Thomas Middleton  
State Purchasing Director

APPROVED:

Herbert C. Dunbar  
State Controller  
H. C. Dunbar

APPROVED:

John A. Paul  
Thomas Middleton  
Governor  
4/2/70

# DIVISION OF HIGHWAYS



CHAS. E. SHUMATE  
CHIEF ENGINEER

## STATE OF COLORADO

DISTRICT NO. 3  
606 SO. 9TH ST. P.O. BOX 2107  
GRAND JUNCTION, COLORADO 81501

R. A. PROSENCE  
DISTRICT ENGINEER



April 8, 1970

Mr. Richard Gray, City Manager  
City of Grand Junction  
P. O. Box 968  
Grand Junction, Colorado 81501

Dear Mr. Gray:

Here is a fully executed copy of agreement, dated March 27, 1970, to cover our joint participation in landscaping areas near the Fifth Street bridge along State Highway 50.

Thank you for your cooperation.

Very truly yours,

*R. A. Prosenice*  
*M. L. R.*

R. A. PROSENCE,  
District Engineer

RAP/mlr

cc: Merten  
Cross  
file

Encl.