

STA71TOP

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: TOPICS PROJECT, INSTR NO. 4288 STATE HIGHWAY, INTERCONNECTIONS OF DOWNTOWN SYSTEM OF TRAFFIC CONTROL SIGNALS TO A MASTER CONTROLLER

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1971

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT FOR TOPICS PROJECT

THIS AGREEMENT, entered this 5th day of May, 1971, by and between the Division of Highways of the State Department of Highways of the State of Colorado, hereinafter referred to as "the Division", and the City of Grand Junction, hereinafter referred to as "the City"

WITNESSETH THAT:

whereas, pursuant to 23 U.S.C. Section 135 of the Laws of the United States of America and the regulations promulgated thereunder and Chapter 120, Article 13, Section 1(4), Colorado Revised Statutes 1963, as amended, of the laws of the State of Colorado, certain federal and state funds have been allocated for the improvement of certain streets and highways under a program for urban areas, called "Traffic Operations Program to Increase Capacity and Safety," such program being hereinafter referred to as TOPICS; and

WHEREAS, pursuant to the aforesaid laws and regulations promulgated pursuant thereto, certain streets and highways within the City are eligible to be improved, under the TOPICS program; and

WHEREAS, it is the mutual desire of the Division and the City that the TOPICS improvements, as described in Exhibit A attached hereto and made a part hereof, be made upon the streets and highways, also described in said Exhibit A; and

WHEREAS, the parties hereto desire to agree upon certain responsibilities relating to the construction and improvements as described in Exhibit A.

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

1. That the City will designate the specific location of the improvements described in Exhibit A, attached hereto and made a part hereof, and will prepare all plans and specifications for the project,

as described in said Exhibit A. The preliminary plans, as prepared by the City will be refined in detail adequate for construction plans. Such plans must be approved by the Division, and will thereafter be final, subject to the right of either party to correct discrepancies, and make revisions in detail, provided that the other party agrees in writing to such corrections and changes.

2. The City will be solely responsible for acquiring, at its own expense, any additional right of way required for the completion of the project.

3. The Division will be responsible for the taking of bids and awarding any construction contracts, and will also be responsible for administering the construction of the project, all with funds allocated by the Federal Government and the State of Colorado, and without any additional expense to the City. The City will furnish sufficient construction inspection to assure compliance with plans and specifications.

4. The City will provide and mark appropriate detours around the construction area, to prevent any disturbance of the progress of the construction work, due to traffic, and also to protect the traveling public.

5. The City will maintain and operate, at its own expense, all traffic control devices, and any other street improvements constructed by the Division, under this agreement. Such maintenance and operations shall be in accordance with all applicable statutes and ordinances and regulations promulgated thereunder which define the City's obligation to maintain streets and street fixtures. It is understood that periodic inspection will be made by the United States Bureau of Public Roads and Division personnel to verify that such devices and improvements are being adequately maintained.

6. The City will enforce all traffic regulations applicable to the street system in the area of this project, whether defined by statute or ordinance. The City acknowledges that it is aware that pertinent

Federal regulations authorizing this project provide that failure of the City to fulfill its obligations of maintenance of the improvements and enforcement of traffic regulations will constitute grounds for the denial by the Federal Government of future Federal Aid funds to improve streets and highways, on which the City would have maintenance and enforcement responsibility. It is also understood that Federal funds will be withheld until such time as the operation, maintenance, and enforcement capabilities have been adequately established.

7. The City agrees that it will maintain a traffic engineering division for the proper maintenance and operation of the completed TOPICS improvement or, in the alternative, will provide other acceptable means, as approved by the United States Bureau of Public Roads, for assuring proper maintenance and operation of the improvements.

THIS AGREEMENT is executed by the Division under the authority of Chapter 120, Article 13, Section 1(4), CRS 1963, as amended, and by the City, pursuant to ordinance (resolution) duly passed and adopted on the 5th day of May, 1971

THIS AGREEMENT shall not be deemed valid until 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.

ATTEST:

STATE DEPARTMENT OF HIGHWAYS
DIVISION OF HIGHWAYS
STATE OF COLORADO

Irwin J. Parn
Chief Clerk

Carl E. Blum
Chief Engineer

ATTEST:

CITY OF GRAND JUNCTION

Neval S. Lockhart
City Clerk

Stanley V. Anderson
Mayor

(SEAL)

APPROVED AS TO FORM:

Quinn J. Achby
City Attorney

Carl D. Day
City Manager

R. Hillman
City Engineer

APPROVED AS TO FORM:

DUKE W. DUNBAR, ATTORNEY GENERAL, REGISTERED AND CONTERSIGNED:

Duke W. Dunbar
Attorney General

William Manchester
City Auditor

APPROVED: Arthur W. Dunbar

APPROVED:

by A. S. Giesner
State Controller

Louis S. McMillen ^{5/24/11}
State Purchasing Agent

APPROVED:

Lyle Henderson
GOVERNOR OF THE STATE OF COLORADO

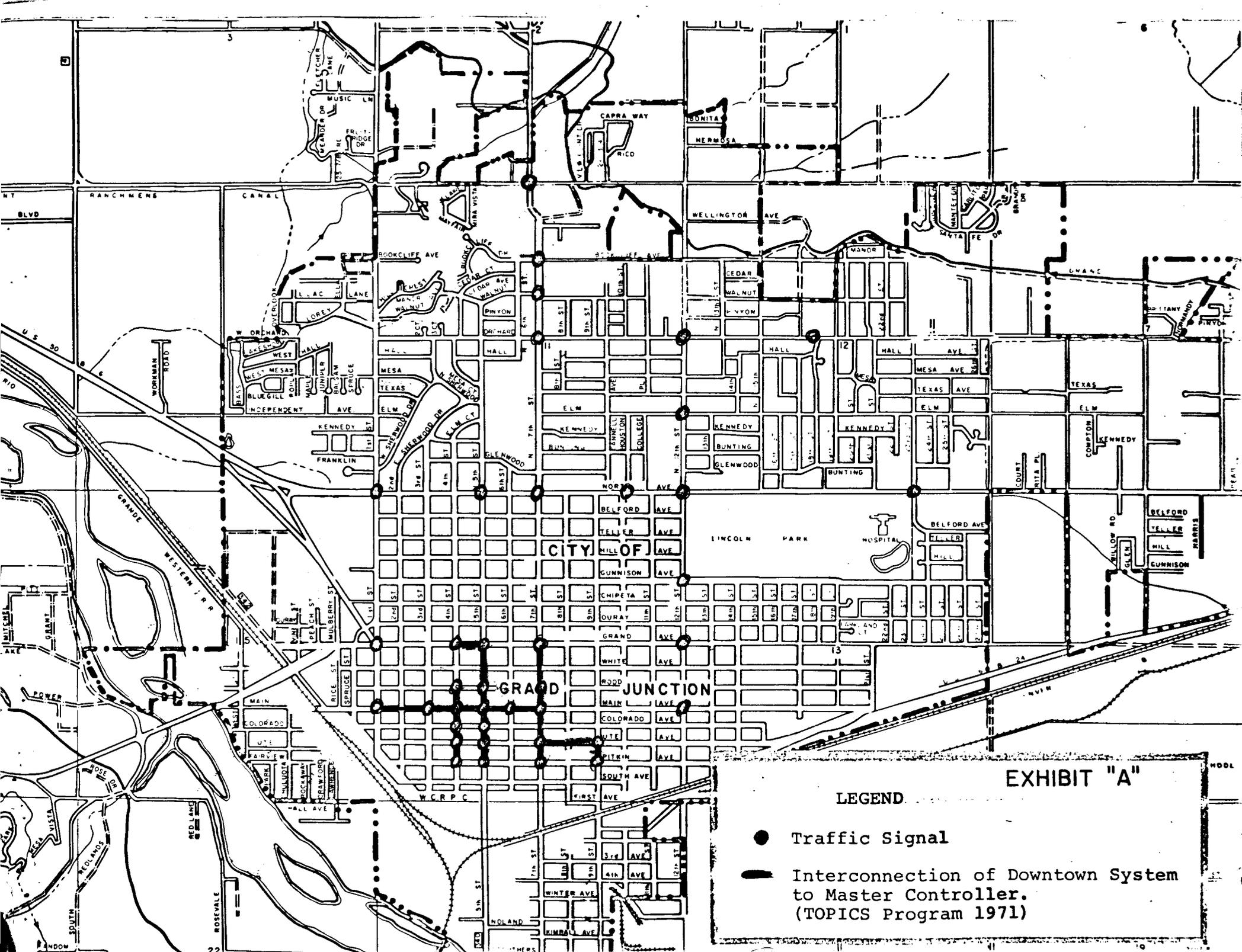


EXHIBIT "A"

LEGEND

- Traffic Signal
- Interconnection of Downtown System to Master Controller. (TOPICS Program 1971)

THE STATE DEPARTMENT OF HIGHWAYS



DIVISION OF HIGHWAYS
STATE OF COLORADO

R. A. PROSENCE
District Engineer

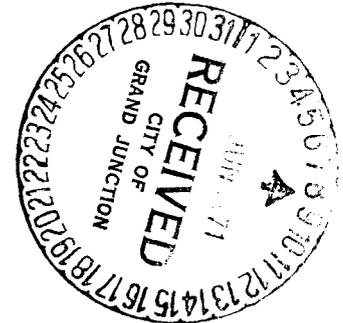
STATE OF COLORADO

DISTRICT NO. 3
606 So. 9th St., P.O. Box 2107
GRAND JUNCTION, COLORADO 81501

CHAS. E. SHUMATE
EXECUTIVE DIRECTOR
&
CHIEF ENGINEER

June 7, 1971

Mr. Richard Gray, City Manager
City of Grand Junction
Box 980
Grand Junction, Colorado 81501



Dear Dick:

Here is your fully executed agreement which covers our TOPICS project in Grand Junction.

Thank you for your cooperation.

Very truly yours,

CHAS. E. SHUMATE
Chief Engineer

by 
R. A. PROSENCE
District Engineer

RAP:lb
Enc.

cc: Cox
Reseigh
Brasher w/2 copies
Arnold w/c
file w/c