

SEM06RP3

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	SEMA CONSTRUCTION
SUBJECT/PROJECT:	RIVERSIDE PARKWAY PHASE III
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	11/22/08
DESTRUCTION DATE:	1/15

NOTICE TO PROCEED

Date: October 18, 2006

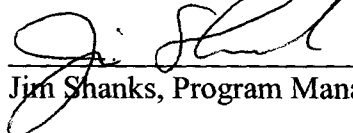
Contractor: **SEMA Construction**

Project: **Riverside Parkway – Phase III**

In accordance with the contract extension agreement dated October 12, 2006, the Contractor is hereby notified to begin work on the Project on or before October 23, 2006. The time of completion shall coincide with the Phase II contract time.

The date of completion as determined from the stated date and time is November 22, 2008.

CITY OF GRAND JUNCTION, COLORADO



Jim Shanks, Program Manager

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: **SEMA Construction**

By: _____

Title: _____

Date: _____

AGREEMENT

THIS AGREEMENT serves as an amendment to that certain agreement dated May 17, 2006 by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY and SEMA Construction INC. referred to hereinafter as SEMA. Collectively the CITY and SEMA may be referred to as the Parties.

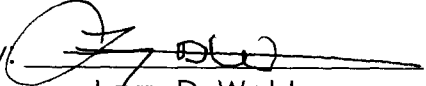
In consideration of the premises stated, the Parties hereto agree as follows:

1. That the certain agreement by and between the CITY and SEMA dated May 17, 2006 for construction services for the Riverside Parkway ("Parkway Project") in Grand Junction, Colorado is hereby amended. That agreement is amended as described to establish the revised scope of work and the compensation due to SEMA for construction, supervision and management services for and on behalf of the CITY. The May 17, 2006 agreement is incorporated by this reference as if fully set forth.
2. The CITY and SEMA have by negotiation agreed to modify the scope of work for the Parkway Project. The modified scope of work is generally described as and includes but is not limited to the construction of Phase 3, the Lower Downtown section of the Parkway Project. The amended scope is more particularly described in the detailed engineering plans and specifications prepared by Carter-Burgess dated October 4, 2006, which are incorporated by this reference as if fully set forth. The amended scope of work is also described in correspondence from SEMA to the CITY dated September 22, 2006. That correspondence is included by this reference as if fully set forth.
3. SEMA shall diligently and expeditiously perform the work in accordance with the schedule negotiated and agreed to by the parties. SEMA shall submit for the CITY's approval a detailed schedule for the performance of all SEMA's work. Upon acceptance of that schedule it shall be incorporated in this agreement. In any event Phases 2 and 3 shall be completed by November 14, 2008.

9. The Director of Public Works is responsible for authorizing and approving the work performed by the SEMA and in his capacity he recommends and approves of the amendments described in and provided for by this agreement.
10. SEMA being contractually obligated to perform the work provided for by agreement with the CITY does hereby affirm its obligation thereunder and furthermore acknowledges, accepts and agrees that SEMA and all persons legally or contractually bound to SEMA shall abide by all conditions and obligations and faithfully and completely perform the necessary and required work contracted for with this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the 12th day of October 2006.

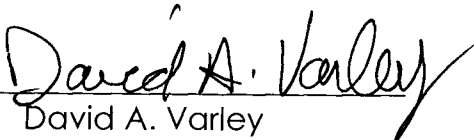
SEMA Construction Inc.

by: 
Larry D. Walsh
Vice President/General Manager

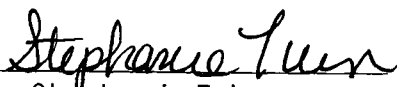
Attest:

by: 
Secretary

CITY

by: 
David A. Varley
City Manager

Attest:

by: 
Stephanie Tuin
City Clerk





September 22, 2006

City of Grand Junction
2529 High Country Court
Grand Junction, CO 81501

Attn: Mr. Jim Shanks
Program Manager

Re: Riverside Parkway -- Phase 3
Change Order Proposal

Dear Jim,

On behalf of SEMA Construction, Inc. we would like to thank you, your staff and the City Council for the opportunity you have given us to consider the incorporation of Phase 3 of the Riverside Parkway project into our current Phase 2 contract. Please find attached to this letter a modified Price Proposal spreadsheet that we have previously discussed containing what we believe are the modifications you and the City Council have requested. I am showing the changes from our current proposal to the one of Sept 5, 2006 and also showing the Phase 2 pricing to illustrate the maintenance of the unit pricing basis concept.

Based on our discussion of Sept 19th it is our understanding the project based on our pricing of Sept 6, 2006 is approximately \$1 million dollars over the budget. The City Council and your staff have proposed to delete Wall 50-S and with an embankment design profile change it is possible to reduce the required embankment material by 15,000 cy.

The City Council has offered that if SEMA can come up with an additional \$500,000 price reduction in addition to the workscope changes in the preceding paragraph they would enter into a change order with us for incorporating Phase 3 into our Phase 2 contract.

The following changes were made to our previous Price Proposal of Sept 6, 2006 and I have also highlighted those changes in the attached spreadsheet.

1. Bid Item 210 – Embankment Matl:	Reduce Quan	15,000 cy @ \$8.95/cy	(\$ 134,250)
2. Bid Item 1010 – CIP Arch Wall:	Wall 50-S	6,493 sf @ \$61.00/sf	(\$ 396,073)
	Subtotal – Effect of Workscope Changes		(\$ 530,323)
3. Bid Item 2360 – Mobilization	Price Reduction		(\$ 221,750)
4. Bid Item 2410 – Traffic Control Management		525 days @ \$490.00/dy	(\$ 257,250)
5. Bid Item 2420 – Traffic Control Inspection		210 days @ \$100.00/dy	(\$ 21,000)
	Subtotal – Effect of SEMA Construction, Inc. Changes		(\$ 500,000)
	Total - Proposed Phase 3 Price Reduction from Sept 6 th Proposal		(\$1,030,323)
	Revised SEMA Construction, Inc. Phase 3 Price Proposal		\$22,514,444

**Heavy and Highway
General Contractors**

7353
S. Eagle Street

Centennial
Colorado
80112-4223

(303) 627-2600
Fax: (303) 627-2626



In meeting the request for a reduction of \$500,000 we will be performing the traffic control items of Traffic Control Management and Traffic Control Inspection with our current Traffic Control Management team and will do both phases concurrently. We have reduced our price for Mobilization based on a reduction of our desired return on investment and anticipated cost efficiencies in constructing both phases simultaneously.

Our Price Proposal for Phase 3 is based on the following assumptions:

1. The additional workscope of Phase 3 is incorporated into our current Phase 2 contract as a change order modification and not a new contract.
2. Current specifications for Phase 2 are applicable to Phase 3 we recognize additional specifications may be required for items not in Phase 2 and are subject to review.
3. The contract completion date for Phase 2 of Nov 14, 2008 also applies to Phase 3.
4. An early completion incentive for Phase 3 in an amount not to exceed \$250,000 per the terms and conditions of Phase 2 is in addition to the early completion incentive for Phase 2.
5. The incentive payment of \$100,000 and \$30,000 for Quality and RR Flagging is in place for Phase 3 in addition to the similar incentive payment for these items in Phase 2.
6. The City provides SEMA access to, and a mutually agreed upon reasonable unrestricted operation of, a City provided borrow source for the embankment material.
7. The City provided borrow source will yield suitable embankment material having geotechnical parameters which satisfy project specifications with no requirement for processing or amendments.
8. The City provided borrow source will yield sufficient embankment in the amount required for construction of all embankment fills required for the project construction.
9. The City will attempt to secure and pay for all necessary permits, agreements, and easements required for use of the City provided borrow source within 30-days of the date of the change-order. SEMA will provide technical assistance for the acquisition of the permits.
10. The City provided borrow source will be located adjacent to the cemetery located at Parcel Nos. 2945-262-00-941 and 2945-271-00-941 which are bordered by B-3/4 Road on the South, 26-3/8 Road on the West, Canon Street on the East and the Gunnison River on the North.
11. The City Council approves this proposed change order modification at its Oct 4, 2006 meeting and SEMA Construction, Inc. has access to the those areas that are currently available in Phase 3 no later than Oct 5, 2006 and can begin construction.

**Heavy and Highway
General Contractors**

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Per our discussions and letter of August 18th it is our intention to utilize all of our current material suppliers and subcontractors for Phase 2 in the proposed Phase 3.

Should you have any questions please give me a call. I will also personally make myself available to attend any additional meetings and the City Council Workshop and Regular meetings on Oct 2nd and Oct 4th to address any questions or assist in reaching an agreement.

Respectfully,

Larry D. Walsh



Riverside Parkway Phase 3
Comparison of Phase 3 and Phase 2 Unit and Total Costs

Sept 22, 2006

Bid Item	Bid Description	Phase 3 - Sept 22, 2006				Phase 3 - Sept 5, 2006				Phase 2				Total Bid Price Variance - Sept 6 to Sept 22	
		Quan	Unit	Bid Pricing \$		Quan	Unit	Bid Pricing \$		Quan	Unit	Bid Pricing \$		Quan	Total \$
				Unit \$	Total \$			Unit \$	Total \$			Unit \$	Total \$		
	6" X 54" SEWER SERVICE TAP									2	EA	2,300.00	4,600		



Riverside Parkway Phase 3
Comparison of Phase 3 and Phase 2 Unit and Total Costs

Sept 22, 2006

Bid Item	Bid Description	Phase 3 - Sept 22, 2006				Phase 3 - Sept 5, 2006				Phase 2				Total Bid Price Variance	
		Quan	Unit	Unit \$	Total \$	Quan	Unit	Unit \$	Total \$	Quan	Unit	Unit \$	Total \$	Quan	Total \$
	8" IRRIGATION PIPE (SDR 26 PVC)				-				-	140	LF	32.00	4,480	-	-
	12" IRRIGATION PIPE (SDR 26 PVC)				-				-	92	LF	54.00	4,968	-	-
	15" IRRIGATION PIPE (125 PSI PVC)				-				-	487	LF	42.00	20,454	-	-
	24" IRRIGATION PIPE (125 PSI PVC)				-				-	91	LF	99.00	9,009	-	-
1180	CLEAN OUT	2	EA	1,900.00	3,800	2	EA	1,900.00	3,800	2	EA	1,900.00	3,800	-	-
1170	IMPORTED TRENCH BACKFILL	2,146	TN	8.00	17,168	2,146	TN	8.00	17,168	17,733	TN	8.00	141,964	-	-
1180	GRANULAR STABILIZE MATL (TYPE B)	1,020	TN	12.00	12,240	1,020	TN	12.00	12,240	4,398	TN	12.00	52,776	-	-
1190	STORM SEWER MH (48" ID)	8	EA	1,900.00	15,200	8	EA	1,900.00	15,200	47	EA	1,900.00	89,300	-	-
1200	STORM SEWER MH (60" ID)	3	EA	2,800.00	8,400	3	EA	2,800.00	8,400	6	EA	2,800.00	16,800	-	-
1210	STORM SEWER MH (72" ID)	4	EA	3,600.00	14,400	4	EA	3,600.00	14,400	1	EA	3,600.00	3,600	-	-
	STORM SEWER MH (90" ID)				-				-	5	EA	7,200.00	36,000	-	-
1220	STORM SEWER MH BARREL SECTION (48")	18	LF	140.00	2,520	18	LF	140.00	2,520	64	LF	140.00	8,960	-	-
1230	STORM SEWER MH BARREL SECTION (60")	46	LF	180.00	8,280	46	LF	180.00	8,280	6	LF	180.00	1,080	-	-
1240	STORM SEWER MH BARREL SECTION (72")	2	LF	190.00	380	2	LF	190.00	380	8	LF	190.00	1,520	-	-
	STORM SEWER MH BARREL SECTION (90")				-				-	17	LF	320.00	5,440	-	-
	MANHOLE BOX BASE (10 FT)				-				-	1	EA	20,800.00	20,800	-	-
	MANHOLE BOX BASE (15 FT)				-				-	5	EA	28,700.00	143,500	-	-
1250	SINGLE STORM DRAIN INLET (VERT CURB)	23	EA	2,800.00	64,400	23	EA	2,800.00	64,400	58	EA	2,800.00	162,400	-	-
1260	DOUBLE STORM DRAIN INLET (VERT CURB)	1	EA	5,600.00	5,600	1	EA	5,600.00	5,600	1	EA	5,600.00	5,600	-	-
1270	TRIPLE STORM DRAIN INLET (VERT CURB)	1	EA	4,500.00	4,500	1	EA	4,500.00	4,500					-	-
	SINGLE STORM DRAIN INLET (DRIVE OVER CURB)				-				-	1	EA	2,600.00	2,600	-	-
	TYPE C INLET				-				-	14	EA	3,300.00	46,200	-	-
1280	TYPE C INLET (5 FOOT)	8	EA	3,300.00	26,400	8	EA	3,300.00	26,400					-	-
1290	TYPE C INLET (10 FOOT)	1	EA	3,800.00	3,800	1	EA	3,800.00	3,800					-	-
1300	TYPE D INLET (10 FOOT)	1	EA	4,500.00	4,500	1	EA	4,500.00	4,500					-	-
	TYPE R INLET				-				-	3	EA	6,400.00	19,200	-	-
1310	TYPE R INLET (5 FOOT)	3	EA	6,400.00	19,200	3	EA	6,400.00	19,200					-	-
1320	TYPE R INLET (10 FOOT)	2	EA	6,900.00	13,800	2	EA	6,900.00	13,800					-	-
1330	VANE GRATE INLET (5 FOOT)	1	EA	7,300.00	7,300	1	EA	7,300.00	7,300					-	-
1340	MEDIAN DRAIN	6	EA	4,000.00	24,000	6	EA	4,000.00	24,000	2	EA	4,000.00	8,000	-	-
	TRENCH DRAIN				-				-	1	EA	4,900.00	4,900	-	-
1350	INLET BOX RISER SECTION	34	LF	210.00	7,140	34	LF	210.00	7,140					-	-
	JUNCTION BOX (LEACH CREEK)				-				-	1	LS	57,700.00	57,700	-	-
	UTILITY CONFLICT BOX				-				-	1	LS	127,800.00	127,800	-	-
	CONCRETE WATER QUALITY STRUC				-				-	1	EA	59,700.00	59,700	-	-
	CONCRETE FOREBAY				-				-	1	EA	7,500.00	7,500	-	-
1360	SANITARY SEWER BASIC MH (48" ID)	4	EA	2,200.00	8,800	4	EA	2,200.00	8,800	4	EA	2,200.00	8,800	-	-
1370	SANITARY SEWER BASIC MH (60" ID)	7	EA	4,800.00	33,600	7	EA	4,800.00	33,600					-	-
1380	SANITARY SEWER MH BARREL SECTION (48")	13	LF	120.00	1,560	13	LF	120.00	1,560	6	LF	120.00	720	-	-
1390	SANITARY SEWER MH BARREL SECTION (60")	19	LF	180.00	3,420	19	LF	180.00	3,420					-	-
	IRRIGATION MANHOLE (5')				-				-	2	EA	2,600.00	5,200	-	-
	IRRIGATION MANHOLE (10')				-				-	3	EA	3,300.00	9,900	-	-
	IRRIGATION DIVERSION BOX (5')				-				-	1	EA	4,600.00	4,600	-	-
	IRRIGATION DIVERSION BOX (10')				-				-	1	EA	6,000.00	6,000	-	-
	IRRIGATION ACCESS BOX (10')				-				-	1	EA	6,300.00	6,300	-	-
1400	GUARDRAIL TYPE 3 (6-3 SPACING)	350	LF	17.00	5,950	350	LF	17.00	5,950	1,876	LF	17.00	28,492	-	-
	GUARDRAIL TYPE 4 (STYPA PA)				-				-	33	LF	130.00	4,290	-	-
1410	GUARDRAIL TYPE 7 (STYPA CA)	1,183	LF	47.00	55,601	1,183	LF	47.00	55,601	230	LF	47.00	10,810	-	-
1420	GUARDRAIL TYPE 7 (STYPA CD)	145	LF	51.00	7,395	145	LF	51.00	7,395	270	LF	51.00	13,770	-	-
1430	TRANSITION TYPE 3G	5	EA	1,400.00	7,000	5	EA	1,400.00	7,000	5	EA	1,400.00	7,000	-	-
1440	TRANSITION TYPE 3H	3	EA	780.00	2,340	3	EA	780.00	2,340	2	EA	780.00	1,560	-	-
	TRANSITION TYPE 3J				-				-	1	EA	510.00	510	-	-
1450	END ANCHORAGE (FLARED)	1	EA	1,600.00	1,600	1	EA	1,600.00	1,600					-	-
1460	END ANCHORAGE (NONFLARED)	1	EA	2,300.00	2,300	1	EA	2,300.00	2,300	9	EA	2,300.00	20,700	-	-
	END ANCHORAGE TYPE 3D				-				-	1	EA	1,300.00	1,300	-	-
	END ANCHORAGE TYPE 3K				-				-	1	EA	1,100.00	1,100	-	-
	BRIDGE RAIL TYPE 4A				-				-	74	LF	64.00	4,736	-	-
1470	BRIDGE RAIL TYPE 7	705	LF	104.00	73,320	705	LF	104.00	73,320					-	-
1480	BRIDGE RAIL TYPE 10	920	LF	120.00	110,400	920	LF	120.00	110,400	2,087	LF	120.00	250,440	-	-
1490	BRIDGE RAIL TYPE 10M (SPECIAL)	1,597	LF	140.00	223,580	1,597	LF	140.00	223,580	1,289	LF	140.00	180,460	-	-
1500	FENCE PICKET 72"	231	LF	215.00	49,665	231	LF	215.00	49,665					-	-
1510	FENCE CHAIN LINK (72")	461	LF	36.00	16,596	461	LF	36.00	16,596	80	LF	36.00	2,880	-	-
	FENCE CHAIN LINK (72") (SPECIAL)				-				-	69	LF	70.00	4,830	-	-
	FENCE CHAIN LINK (72") (PVC)				-				-	14,767	LF	15.00	221,505	-	-



Riverside Parkway Phase 3
Comparison of Phase 3 and Phase 2 Unit and Total Costs

Sept 22, 2006

Bid Item	Bid Description	Phase 3 - Sept 22, 2006				Phase 3 - Sept 5, 2006				Phase 2				Total Bid Price Variance Sept 6 to Sept 22	
		Quan	Unit	Bid Pricing \$		Quan	Unit	Bid Pricing \$		Quan	Unit	Bid Pricing \$		Quan	Total \$
				Unit \$	Total \$			Unit \$	Total \$			Unit \$	Total \$		
	30 FT GATE (CHAIN LINK) (CANT) (PVC)									7	EA	7,400.00	51,800		



Riverside Parkway Phase 3
Comparison of Phase 3 and Phase 2 Unit and Total Costs

Sept 22, 2006

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		Bid Pricing \$		Bid Pricing \$		Bid Pricing \$		Bid Pricing \$		Bid Pricing \$		Bid Pricing \$		Quan	Total \$			
		Quan	Unit	Unit \$	Total \$	Quan	Unit	Unit \$	Total \$	Quan	Unit	Unit \$	Total \$					
	STEEL SIGN SUPPORT (2.0" RD) (P&B)												110	LF	20.00	2,200		



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Comparison of Phase 3 and Phase 2 Unit and Total Costs

Sept 22, 2006

Bid Item	Bid Description	Phase 3 - Sept 22, 2006				Phase 3 - Sept 5, 2006				Phase 2				Total Bid Price Variance Sept 6 to Sept 22	
		Quan	Unit	Bid Pricing \$		Quan	Unit	Bid Pricing \$		Quan	Unit	Bid Pricing \$		Quan	Total \$
				Unit \$	Total \$			Unit \$	Total \$			Unit \$	Total \$		
2420	TRAFFIC CONTROL INSPECTION	-	DY	100.00	-	210	DY	100.00	21,000	250	DY	100.00	25,000	(210)	(21,000)



Bid Item	Bid Description	Phase 3 - Sept 22, 2006				Phase 3 - Sept 5, 2006				Phase 2				Total Bid Price Variance Sept 6 to Sept 22	
				Bid Pricing \$				Bid Pricing \$				Bid Pricing \$		Quan	Total \$
		Quan	Unit	Unit \$	Total \$	Quan	Unit	Unit \$	Total \$	Quan	Unit	Unit \$	Total \$		
2430	CONST TRAFFIC SIGN PANEL A	110	EA	77.00	8,470	110	EA	77.00	8,470	300	EA	77.00	23,100	-	-
2440	CONST TRAFFIC SIGN PANEL B	55	EA	87.00	4,785	55	EA	87.00	4,785	140	EA	87.00	12,180	-	-
2450	CONST TRAFFIC SIGN PANEL SPECIAL	745	SF	15.00	11,175	745	SF	15.00	11,175	1,310	SF	15.00	19,650	-	-
2460	DRUM CHANNELIZING DEVICE	605	EA	41.00	24,805	605	EA	41.00	24,805	830	EA	41.00	34,030	-	-
2470	TRAFFIC CONE	400	EA	15.00	6,000	400	EA	15.00	6,000	500	EA	15.00	7,500	-	-
2480	BARRICADE TYPE 3MB TEMP	54	EA	510.00	27,540	54	EA	510.00	27,540	50	EA	510.00	25,500	-	-
2490	CONCRETE BARRIER TEMP	6,175	LF	41.00	253,175	6,175	LF	41.00	253,175	1,500	LF	41.00	61,500	-	-
2500	IMPACT ATTENUATOR TEMP	2	EA	2,300.00	4,600	2	EA	2,300.00	4,600	4	EA	2,300.00	9,200	-	-
2510	TRUCK MOUNTED IMPACT ATTENUATOR	2	EA	14,000.00	28,000	2	EA	14,000.00	28,000	-	-	-	-	-	-
	PORTABLE MESSAGE SIGN PANEL				-				-	168	DY	72.00	12,096	-	-
2520	PORTABLE MESSAGE SIGN PANEL	2	EA	6,500.00	13,000	2	EA	6,500.00	13,000	-	-	-	-	-	-
2530	ARROW PANEL TYPE C2	2	EA	820.00	1,640	2	EA	820.00	1,640	4	EA	820.00	3,280	-	-
2540	QUALITY ASSURANCE TESTING PROGRAM	1	LS	225,000.00	225,000	1	LS	225,000.00	225,000	1	LS	282,800.00	282,800	-	-
	Subtotal - Direct Costs				21,834,443				22,864,766				30,852,948		(1,030,323)
	FORCE ACCOUNT ITEMS														
2550	INCENTIVE PAYMENT - EARLY COMPLETION	1	F/A	250,000.00	250,000	1	F/A	250,000.00	250,000	1	F/A	250,000.00	250,000	-	-
2560	INCENTIVE PAYMENT - QUALITY OF MATLS	1	F/A	100,000.00	100,000	1	F/A	100,000.00	100,000	1	F/A	100,000.00	100,000	-	-
2570	INCENTIVE PAYMENT - RR FLAGGING	1	F/A	30,000.00	30,000	1	F/A	30,000.00	30,000	1	F/A	30,000.00	30,000	-	-
	RESET SPRINKLER SYSTEM				-				-	1	F/A	5,000.00	5,000	-	-
	RESET DITCH IRRIGATION APPURTENANCE				-				-	1	F/A	2,500.00	2,500	-	-
	REMOVE CONCRETE STRUCTURE				-				-	1	F/A	15,000.00	15,000	-	-
2580	MINOR CONTRACT REVISIONS	1	F/A	300,000.00	300,000	1	F/A	300,000.00	300,000	1	F/A	300,000.00	300,000	-	-
	Total Direct Cost				22,514,443				23,544,766				31,555,448		(1,030,323)

**CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION**

CONTRACT CONDITIONS

FOR

***RIVERSIDE PARKWAY
PHASE III
4th Avenue to 9th Street***

PROJECT NO.: 204-F04630

October 5, 2006

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SC-27 Girder Erection:	SC-11

SPECIAL CONDITIONS

The following Special Conditions are specific to Riverside Parkway Phase III, Project No. 204-F04620, and supplement and/or amend the Special Contract Conditions included in the Contract Documents for Riverside Parkway Phase II, Project No. 204-F04630. The Phase II Special Conditions being modified specifically for Phase III have the same Special Condition number as Phase II for consistency and clarity. Special Conditions that apply to both Phase II and III are not listed below. New Special Conditions specific to Phase III are numbered consecutively beginning with the number of the last Phase II Special Condition.

SC-1 Project Description: Riverside Parkway, Phase III is generally defined as the portion of Riverside Parkway between Station 209+00 to Station 2447+75.47 and includes the SH50/Riverside Parkway Interchange. The project generally consists of approximately 2.5 miles of new, reconstructed, or rehabilitated minor arterial roadway, state highways and local streets. In addition, the project includes 3 new roadway bridge structures (Riverside Parkway over SH50, Riverside Parkway over UPRR, Ramps A/C over UPRR) and widening of the existing SH50 Bridge over the Colorado River.

SC-5 Commencement and Time of Completion: The Contractor(s) shall commence work under this Contract(s) on or before the 10th Calendar Day following Notice to Proceed. The scheduled time of Completion for Riverside Parkway Phase III coincides with the Phase II Contract time (as stated in the Phase II Notice to Proceed plus any City approved extensions).

Schedule

The Contractor shall Schedule the work in accordance with subsection 108.03 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction. The type of Schedule to be provided is a Critical Path Method Schedule as detailed in subsection 108.03. The list of work tasks and/or salient features that shall be shown on the schedule as a minimum are listed below. The tasks, where appropriate, shall be broken down into elements which show the logical progression of work by area. The Contractor shall show specific critical interaction points with the Phase II Project on the Phase III Project Schedule. The Phase III Project shall have a separate Baseline schedule to Phase II.

Salient features to be shown for each roadway on the Contractors progress schedule are:

Notice To Proceed Milestones Work Shutdown Periods Mobilization Construction Stages and Interim Phases Construction Signing (Plus Interim Sign Resets & Removals) Railroad Flagging Periods Removals Removal of Structures Removal Asphalt Mat And Planing Underground Utility Work (Performed By Contractor And By Others) Sanitary Sewer Waterline Storm Sewer Earthwork Ground Improvement	Box Culverts (Each Structure) Retaining Wall Construction (Each Structure) Bridge Structures (Each Structure) Curb, Gutter And Sidewalk Aggregate Base Course (Class 3) Aggregate Base Course (Class 6) Hot Bituminous Pavement (Each Lift) Striping And Permanent Signing (Work to be Performed By City Forces) Permanent Sign (Work to be Performed By Contractor) Landscape Irrigation System Seeding Plantings Granite and Wood Mulching Traffic Control - Vehicular And Pedestrian
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SC-6 Liquidated Damages:

If the Contractor does not achieve Final Completion for Phase III by the required dates, whether by neglect, refusal or any other reason, the dates Final Completion may be extended in writing by the Owner. As provided elsewhere, this provision does not apply for delays caused by the City. The parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that the Final Completion is late.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages of **\$4,000.00** for each Working Day is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: Additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve Final Completion in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date

by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

Liquidated damages will be assessed separately for Phase II and Phase III.

Early Completion Incentive Payment

If the Contractor completes all the Work, achieves Final Completion of Phase III prior to the Contract time (as stated in the Notice to Proceed plus any City approved extensions) in addition to other amounts owing to the Contractor, less any offsets, the Owner shall pay the Contractor **\$2,500** for each Working Day that Final Completion is earlier than specified in the Notice to Proceed. Incentive payments will be paid up to a maximum amount of **\$250,000.00**.

Early Completion Incentive Payment will be calculated separately for each Phase II and Phase III.

SC-8 Permits: The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

1. **US Army Corp of Engineers 404 Permit**: This permit is required when working within existing wetlands. The City has already obtained this permit.

2. **CDPHE Construction NPDES Permit:** The City will obtain this permit from the Colorado Department of Public Health and Environment and will transfer to the Contractor.
3. **CDOT "State Highway Access Permit":** The City has applied for the State Highway Access Permit to perform construction activities within the CDOT SH 50 Right-of-way as required for construction of this Project. The City will also obtain the associated Notice to Proceed, CDOT form 1265, required as part of the Access Permits by November, 2006.
4. **Union Pacific Agreements and Colorado Public Utilities Commission Permits:** The City has or will obtain Agreements for the following locations from the Union Pacific Railroad and Permits from the Colorado Public Utilities Commission.

Location/Description	UPRR Agreement Date	PUC Permit Date
Riverside Parkway over UPRR @ 4 th Street	Agreement expected on 11/30/06.	PUC obtained by City 9/06.
SH 50/Riverside Parkway Ramps A&C over UPRR	Agreement expected on 11/30/06.	PUC obtained by City 9/06.

The agreements and permits listed only affect work to take place within the Union Pacific property. Work for specific overpass structures or pipe crossings located outside of the UPRR property within City right-of-way can commence immediately after the Notice to Proceed is given.

All other permits required for the Project shall be obtained by the Contractor as set forth in the General Contract Conditions and as listed in the following. The work and costs associated with Contractor obtained permits will not be paid for separately but shall be included in the total bid price of the Project.

1. **CDPHE Construction Dewatering Wastewater Permit.**
2. **CDPHE State Air Pollution Construction Permit and an Air Pollution Emission Notice (APM).**
3. **Union Pacific Contractor's Right-of Entry Agreement:** The Contractor shall obtain a Contractor's Right-of-Entry Agreement from the UPRR prior to commencing construction activities within the UPRR. The Contractor cannot apply for the Right-of Entry until the City has obtained the associated Agreements from the UPRR as listed above.
4. **Railroad Protective Liability Insurance (RPLI):** The Contractor shall obtain Railroad Protective Liability Insurance and it shall remain in place while working within UPRR's right-of-way. Specific insurance requirements are given in the Contractor's Right-of Entry Form included in Appendix A. The cost for obtaining additional insurance coverage will not be paid for separately but shall be included in the total bid price of the Project. The cost for railroad flagman as indicated and

required as part of the Contractors Right-of-Entry will be billed directly to the City by the UPRR. The Contractor shall not be responsible for paying the UPRR for Railroad Flagging.

SC-9 Railroad Work: This project includes construction work on the rights-of way of the Union Pacific Railroad (UPRR). The City is entering into agreements with the UPRR for the purposes constructing the various elements as defined in Special Condition#8. The Contractor and Subcontractors shall cooperate with the officers and the authorized representatives of the UPRR to the end that the Contractor's work shall be begun, conducted, and completed in such manner as to cause no interference with the safety or the continuous and uninterrupted use and operation of the tracks and other facilities belonging to the UPRR.

For the benefit of the Contractor and the Insurer(s), the current railroad traffic at the project area and the maximum speeds are as follows:

Mainline - 9 Train through movements per day at 30 MPH.

Switching - 10 Train switching movements at various times during the day.

Train activity can be expected at any moment during the day. When work will encroach within the horizontal clearance (25-feet), a 10 Working Day advance notice must be provided to UPRR. Request for the work window will be coordinated locally between the Roadmaster, Mr. Bobby Cordova (970.248.4254) and the Contractor.

The Contractor shall submit in writing the proposed methods and procedures for performing all construction activities on the UPRR property for approval prior to commencement of any construction.

The Contractor shall furnish, maintain and install, during performance of the project work, all advance warning signs or barricade protection that are expressly required by UPRR for the duration of the project work. This work will not be paid for separately but shall be included in the total bid price of the Project.

The Contractor shall notify in writing the UPRR at least 10 Working Days in advance of commencing any construction operations, which require UPRR forces to perform.

WORK TO BE DONE BY THE UPRR:

1. Furnish personnel for flagging.

The UPRR has determined that one railroad flagman will be required to cover the work zone of for the entire length of the Riverside Parkway Phase III Project.

Railroad Flagging Incentive: The cost for railroad flagging performed by UPRR flagmen will be billed directly to the City by the UPRR. It has been estimated that 150 days of railroad flagging will be required for the construction of this project. The City

will pay an incentive to the Contractor of \$340 for every day that the total number of railroad flagging days is less than 150 days. There is no cap amount on the Railroad Flagging Incentive payment.

SC-11 City Furnished Materials: The City will furnish the following materials for the Project:

The City has identified a source for topsoil adjacent to the project site. The source is located on City owned property at approximately Station 145+00 to 152+00, Rt., Phase II. The City has determined there is sufficient quantity of topsoil to meet the requirements for topsoil of the project. The Contractor shall remove the topsoil at a uniform depth across the entire surface area of the source property and shall leave the property graded to uniform contours in similar shape to the pre-excavated condition. The construction requirements associated with the removal and placement of topsoil shall be in accordance with Section 207 of the Project Special Provisions and the Standard Specifications.

The City has identified a borrow site for earthwork within approximately one mile of the project site. The source is located on City owned property adjacent to the City Cemetery located at Parcel Nos. 2945-262-00-941 and 2945-271-00-941 which are bordered by B-3/4 Road on the South, 26-3/8 Road on the West, Canon Street on the East and the Gunnison River on the North. The City has determined there is sufficient quantity of suitable embankment material required for construction of all embankment fills having geotechnical parameters that satisfy project embankment specifications without processing or amendments. The Contractor shall have access to the borrow site to perform mutually agreed upon reasonable unrestricted operations. The City will attempt to secure and pay for all necessary permits, agreements, and easements required for use of the City provided borrow source within 30-days of the Notice to Proceed. The Contractor shall provide technical assistance for the acquisition of the permits if necessary. The Contractor shall excavate material as depicted on the borrow site grading plan and leave the property graded to the final contours as shown. The construction requirements for earthwork operations shall be in accordance with Section 203 of the Project Special Provisions and the Standard Specifications.

Additional materials to be furnished by the City or by others are designated "install" in the Bid Item Description as shown on these contract Documents and include the following:

- 2 inch PVC conduit and pull boxes required for the City Fiber Optic System
- Overhead Sign Structure (Cantilever)

SC-17 Force Account Work: Force account work will be authorized and paid for in accordance with General Contract Condition #71. The following is an estimate and description of the force account work anticipated on the Project. Force account work shall be performed as directed by the Engineer.

<u>Force Account Item</u>	<u>Item No.</u>	<u>Bid Schedule</u>
F/A Incentive Payment (Early Completion)	F/A	\$250,000.00
F/A Incentive Payment (Quality of Materials)	F/A	\$100,000.00
F/A Incentive Payment (Railroad Flagging)	F/A	\$30,000.00
F/A Minor Contract Revisions	F/A	300,000.00

F/A Incentive Payment (Early Completion)

This provides for the incentive payment for early Project completion as defined in Special Conditions #5 and #6.

F/A Incentive Payment (Quality of Materials)

This provides for the incentive payment for the quality of the Hot Bituminous and Concrete Pavements.

F/A Incentive Payment (Railroad Flagging)

This provides for the incentive payment for efficient use of railroad flagging days less than the threshold amount established by the City. See Special Condition #9 for specific details.

F/A Minor Contract Revisions

This work consists of minor work authorized and approved by the Engineer which is not included in the contract drawings or specifications and which is necessary to accomplish the scope of work of this contract.

SC-18 Cooperation with Riverside Parkway Contractors: The City has awarded or will award the following Contracts required for the construction of the Riverside Parkway Project in addition to the Riverside Parkway Phase III Project covered by these Contract Documents:

SH50/Colorado River Bridge - Sewer Line Removal: The City will contract separately for sewer line work to be constructed which will eliminate the need for the existing sewer line located on the SH 50/Colorado River Bridge. Sewer line construction is anticipated to be completed in December 2006. The Contractor shall confirm with the City that the sewer line attached to the SH 50 Bridge is out of service prior to commencing with removal operations.

Work associated with the listed Contracts will be occurring concurrently with the Construction activities associated with this Contract. The Contractor shall cooperate fully and coordinate all construction activities as related to the where the various projects coincidentally terminate and or overlap. The Contractor shall conduct and coordinate construction activities as directed without interfering or hindering the progress or completion of the work being performed by other Contractors.

SC-20 Utilities: The work described in these Contract Documents requires coordination between the Contractor and the utility company(s) in accordance with General Contract

Condition #37 in conducting their respective operations as necessary, so that the utility work can be completed with minimum delay to all parties.

All costs incidental to the foregoing requirements shall not be paid for separately, but shall be included in the work. Full compensation for compliance and cooperation, as required by this section, shall be considered to be included in the unit prices paid for various Contract items of work and no additional compensation will be allowed.

The locations of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information.

Known utilities within the limits of this project are:

BRESNAN COMMUNICATIONS	SCOTT WRIGHT	(970) 263-2313
CITY SEWER	LARRY BROWN	(970) 256-4168
CITY WATER	TERRY FRANKLIN	(970) 244-1495
QWEST COMMUNICATIONS	DIETZ BERRYMAN	(970) 244-4426
XCEL ENERGY	GARY LEWIS	(970) 244-2698

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) to have locations of UNCC registered lines marked by member companies (1-800-922-1987). All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

It shall be the Contractor's responsibility to determine the exact location of utilities that may interfere with construction of this project by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. Cost for exploratory excavation shall not be paid for as potholing unless requested by the Engineer.

CONTRACTOR RESPONSIBILITIES FOR THE COORDINATION OF UTILITY ACTIVITIES

The Contractor shall provide two (2) weeks written advance notice to the utility companies prior to commencing any work affecting said utility(s). Work involving changes in, or interference with, utility service shall be done at such times and in such a manner that it will cause the least interference with the proper handling and delivery of the utility service to the receiving customers. The Contractor shall notify all parties that will be affected 48 hours prior to the time sewer or water service is disconnected or interrupted. All services so disconnected, interrupted, or damaged shall be immediately repaired and restored to service. Repair work shall be continuous until the service is restored. No service shall be left inoperative overnight. When work is being performed in the vicinity of utilities, the Contractor shall take appropriate measures to provide for the protection of the utility.

The Contractor shall keep the utility company(s) advised of all work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the Engineer.

Should the Contractor desire to have any rearrangement made in any utility facility for his convenience in order to facilitate his construction operations, he shall make whatever arrangements are necessary with the owners of such utility for such rearrangement and bear all expenses in connection therewith.

Contractor shall be responsible for coordinating the adjustment of utilities required on this project.

Contractor shall provide traffic control within the project limits for all utility activity, required as a result of this project, in accordance with a Method of Handling Traffic (MHT) approved by the Engineer.

THE WORK LISTED BELOW SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

Bresnan Communications – Install conduit in joint trench along mainline Riverside Parkway as indicated on the plans.

City Sewer – Adjust manhole rings and covers to grade. Construct replacement 6 inch and 15 inch sewer trunk line parallel to and north of Noland Avenue as shown on the plans. Replace sewer service line from this proposed trunk line to the property at 1111 S. 7th Street. Construct replacement 15” sewer line along railroad spur north and south of Riverside Parkway at its proposed intersection with Ramp B/D.

City Water – Adjust valve boxes as shown on the plans. Coordinate water line replacement and resets of fire hydrants as shown on the plans.

Qwest Communications – Adjust manhole rings and covers to grade. Qwest will furnish grade rings for all Qwest manhole adjustments identified on the plans.

Xcel Energy – Install conduit in joint trench for street lights throughout project as shown on the plans. Xcel will furnish conduit to the Contractor.

In addition, the Contractor shall coordinate the relocation of existing power, communications and CATV lines in conflict with proposed improvements as identified on the plans. The work to be performed by the utility company will take place concurrent with the project construction.

The Contractor shall coordinate with Xcel Energy for the installation of the roadway and pedestrian lighting shown on the plans.

The Contractor shall install steel utility hangers and PVC conduits on the SH 50/Colorado River Bridge for the Qwest facilities being impacted by the bridge widening. Installation of hangers and conduit shall not commence until the existing sanitary sewer is out of service (anticipated in December 2006). The Contractor shall coordinate with Qwest for the installation of communication lines in the Contractor installed conduits and shall provide unimpeded access to Qwest for slicing operation in the telephone vaults located on both the north and south ends of the bridge in the SH 50 median areas. It is anticipated that the installation and splicing of the telephone lines on the SH 50 bridge will take approximately 4 months to complete after installation of the conduits is complete.

THE WORK LISTED BELOW SHALL BE PERFORMED BY THE UTILITY OWNERS OR THEIR AGENTS:

City Water – Replacement of 18” waterline located in SH 50. Reset fire hydrants and water meters at the location depicted on the plans. This work will be performed concurrent with project construction.

Xcel Energy – Remove and relocate overhead and aboveground facilities as necessary to clear the proposed right-of-way for construction. Adjust existing underground facilities around proposed sewer lines as necessary. Xcel will also install all street and pedestrian level lighting including wiring as shown on the plans.

Qwest Communications – Install and slice communication lines on the SH 50/Colorado River Bridge and modify the telephone vaults located on both the north and south ends of the bridge in the SH 50 median areas. It is anticipated that the installation and splicing of the telephone lines on the SH 50 bridge will take approximately 4 months to complete after installation of the conduits is complete. Remove and relocate overhead and aboveground facilities as necessary to clear the proposed right-of-way for construction.

SC-22 **Property Owner Contact Information:** The property owner information shown on the plans may not reflect up to date property ownership information. The City will provide update property owner contact information upon request.

SC-26 Right-of-Way Restrictions: The Contractor shall abide by the restrictions for each of the listed right-way parcels, unless directed in writing by the engineer.

Parcel No.	Property Owner	Restriction
E60, E61, & E62	High Plains Properties LLC	The Contractor will not have access to the parcels listed until March 31, 2006. The office building on the parcel is being relocated by the City.
	Van Gundy Salvage	The buildings on the former Van Gundy Salvage site to be removed by the City. Removal of buildings to be completed by October 31, 2006.

SC-27 Girder Erection: The Contractor shall erect girders for the bridges over or on SH 50 only at night. Night time operations shall be reviewed and approved by the Engineer prior to commencement of girder erection operations.

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SPECIAL PROVISIONS

GENERAL:

The descriptions of the pay items listed in the Bid Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents, will be in accordance with the items and units listed in the Bid Schedule. The following Project Special Provisions are specific to Riverside Parkway Phase III and supplement and/or amend the Project Special Provisions included with the Riverside Parkway Phase II Contract Documents. For Phase III items of work not covered by the following Special Provisions, Phase II Special Provisions will apply.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

The August 2005 *City of Grand Junction Standard Specifications for Road and Bridge Construction* are hereby modified or supplemented for this Project as follows:

SECTION 202 – REMOVAL AND DISPOSAL OF PAINT

Subsection 202.01 shall include the following:

This work consists of the removal, containment, temporary storage, and disposal of the coating removed from the structural steel girders of the existing US 50 bridge (Structure No. H-02-CA) over the Colorado River in accordance with the requirements of the plans and specifications, including Section 250 (Environmental, Health and Safety Management).

Subsection 202.10A shall be added as follows:

202.10A Coating Removal, Containment, Temporary Storage, and Disposal.

- (i) *General.* The coating (which shall include, but is not limited to, paint, rust, dirt, and corrosion products) on this structure may contain lead and potentially other heavy metals. The Contractor is responsible for the removal, debris containment, temporary storage, and disposal of the coating in a manner that protects all on site personnel and the environment in accordance with the requirements of Section 250.

The Contractor shall provide the following items, whose requirements and method of payment are defined in Section 250, for this project:

1. Environmental Health and Safety Management.
2. Health and Safety Officer.
3. Monitoring Technician.
4. Health and Safety Plan.

- (ii) *Coating Removal.* The coating on the existing structural steel that will be heat damaged from welding in the vicinity of the added web and flange plates shall be removed to bare base metal in accordance with the requirements of SSPC: The Society for Protective Coatings, (formerly the Steel Structures Painting Council) surface preparation standard SSPC-SP 6, Commercial Blast Cleaning. The blast cleaning shall provide a dense, uniform, angular profile of not less than 1.5 mils as measured in accordance with ASTM D 4417.

A SSPC-Vis 1-89 visual standard shall be provided by the Contractor for use on the project to aid in establishing the surface preparation requirements.

- (iii) *Contractor Certification.* The Contractor and/or all Subcontractor(s) performing coating removal shall be certified under The Society for Protective Coatings Certification Program in the following areas:

1. QP 1 - Surface Preparation and Coating Application in the Field.
2. QP 2 - Removal of Hazardous Paint in the Field.

The Contractor shall provide the certification documents to the Engineer at the Preconstruction Conference.

- (iv) *Debris Containment.* The Contractor shall capture, contain, and collect all coating debris, spent abrasives, and dust (waste materials) generated during the coating removal work.
- (v) *Temporary Storage.* Waste materials shall be stored until properly disposed of in accordance with applicable laws and regulations.
- (vi) *Coating and Abrasives Disposal.* The Health and Safety Officer shall sample and test the waste materials in accordance with the requirements of subsection 250.04. Based on the results of the Toxicity Characteristic Leaching Procedure (TCLP) Test, the Contractor shall appropriately dispose of all waste materials.
- (vii) *Paint Primer.* The primer coat of paint (See the Revision of Section 509) shall be applied to the prepared surfaces before new rust forms.

Subsection 202.11 shall include the following:

Coating removal, containment, temporary storage, and disposal will not be measured, but will be paid for on a lump sum basis. The lump sum price will be full compensation for all work required to complete the item.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item
Removal and Disposal of Paint

Pay Unit
Lump Sum

Payment shall be full compensation for all labor, materials, and equipment necessary to complete the work, which shall include, but is not limited to, requirements for temporary storage, sampling and testing of waste materials, storage containers for transport to the disposal facility, transportation of the waste materials to an appropriate disposal facility (either solid waste or hazardous waste), and disposal fees (either solid waste or hazardous waste) for the waste material in accordance with applicable laws and regulations.

End of Section Revision

SECTION 202 – REMOVAL OF PORTIONS OF PRESENT STRUCTURE

Subsection 202.01 shall include the following:

This work shall include the removal of portions of existing US 50 bridge (Structure No. H-02-CA) over the Colorado River, required for the widening of the structure. Items to be removed include the following: bridge rail, bridge deck, wingwalls and expansion devices. Removal operations shall be conducted so that there will be the least interference with public traffic using the structure.

This work shall include the removal of portions of the existing bridge rail and retaining walls associated with the US 50 viaduct (Structure No. H-02-GK) over the Union Pacific railroad, required for the construction of the new 50-O and 50-P retaining walls and associated ramps.

Subsection 202.02 shall include the following:

At least 10 days before beginning bridge removal the Contractor shall submit to the Engineer details of the removal operations showing the methods and sequence of removal and equipment to be used.

The existing concrete shall be removed as shown on the plans or as directed by the Engineer. If additional removal of unsound concrete is required, it shall be included in the work.

All methods and equipment used to accomplish this item shall be approved by the Engineer.

Within 24 hours before new concrete is placed, the entire surface upon which new concrete bonds shall be sandblasted to roughen the surface and remove all fractured or loose particles in order to promote good bond with the new concrete.

Contractor shall carefully remove existing pedestrian rail panels (to be reused) associated with the US 50 viaduct, to the limits and details shown on the drawings. Pedestrian rail panels shall be stored in a secure location until the panels are to be reset with the newly constructed bridge rail.

In subsection 202.02 delete the sixth paragraph and replace with the following:

Before beginning concrete removal operations on the existing bridge decks, a saw cut approximately one inch deep shall be made to a true line along the limits of removal. A one inch deep saw cut shall also be made along the limits of removal on all faces of monolithic concrete elements which may be visible in the completed work.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Portions of Present Structure (SH 50 River Bridge)	Lump Sum
Removal of Portions of Present Structure (SH 50 Retaining Walls)	Lump Sum

Payment for removal of portions of present structure is full compensation for all labor, materials, and equipment required to perform the work. Resetting of pedestrian rail panels will not be measured and paid for separately but shall be included in the work.

End of Section Revision

SECTION 203 - EXCAVATION AND EMBANKMENT

Subsection 203.03 shall include the following:

Fills with heights greater than three feet shall be constructed with materials having an AASHTO Classification of A-2-4 or better when classified in accordance with AASHTO M 145. Fill Material from the City provided borrow source shall meet the A-2-4 classification and shall be 12” minus.

End of Section Revision

SECTION 206 – TEMPORARY EXCAVATION SUPPORT

Subsection 206.01 shall include the following:

This work consists of temporary excavation support (shoring), which is used to support the earth adjacent to excavation required for the phased construction of the new abutment and piers for the SH 50 bridge widening.

In Subsection 206.01, delete the third paragraph and replace with the following:

Unless otherwise specified, structure excavation shall include all pumping, bailing, draining, and incidentals required for proper execution of the work.

Subsection 206.03 shall include the following:

The Contractor shall locate, size, design, and construct shoring which provides all necessary rigidity, and supports the loads imposed to facilitate phased construction as shown on the plans.

When the height of shoring exceeds five feet above the base of the excavation, the Contractor shall provide shoring drawings to the Engineer for information only. The drawings shall be prepared by, and contain the seal and signature of a Professional Engineer registered in the State of Colorado. These drawings shall be approved and signed by the Contractor and provided to the Engineer at least ten days prior to start of work.

Temporary excavation support shall be constructed in conformity with the shoring drawings provided to the Engineer. Prior to placing construction or traffic loads on the supported earth, the Contractor's Professional Engineer shall certify in writing that shoring materials and construction have been inspected and that all shoring, materials, and construction are in conformity with the shoring drawings. A copy of this certification shall be submitted in an appropriate form for the Engineer's records.

If the embankment, construction, traffic, or any other surcharge is in excess of what the original temporary excavation support was designed for and is to be placed adjacent to any shoring, the Contractor shall provide a signed letter from the Contractor's Professional Engineer prior to the load placement stating that the shoring will support the additional load.

Temporary excavation support drawings shall include the following information:

The size and grade of all structural materials

Design notes, including design assumptions, and construction details

Where applicable, restrictions on heavy equipment placement at specific locations adjacent to the shoring

Areas determined by the Contractor's Professional Engineer where de-watering of the shored excavation will be required, and a description of the requirements (i.e., head added by the pump, flow rate, minimum pump size, etc.) and methods to be used for de-watering.

Type, size and location of any utility, pipe or substructure element presently buried in the bridge approach embankment to be excavation, which will require temporary support during construction.

All other information determined by the Contractor's Engineer to be pertinent to the design and successful construction of the temporary excavation support.

Subsection 206.06 shall include the following:

Temporary excavation support will not be measured, but will be paid for on a lump sum basis.

Subsection 206.07 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Temporary Excavation Support	Lump Sum

Payment for temporary excavation support will be full compensation for all labor, materials, and equipment required to design, construct, maintain and remove the temporary excavation support. Temporary supports required for utilities, piping and substructure elements, will not be paid for separately, but shall be included in the work.

End of Section Revision

SECTION 210 – RESET STRUCTURES

Subsection 210.01 shall include the following:

This item consists of resetting of Mesa County's traffic counting equipment.

Subsection 210.07 shall include the following:

The contractor shall reset the traffic counter located at Sta. 9+90, Lt to the location shown on the plans. The Contractor shall take sufficient precautions and care to avoid damaging the traffic counter equipment during removal, temporary storage and resetting operations. The Contractor shall be responsible for any damage to the traffic counter equipment during removal, temporary storage and resetting operations and will repair or replace at Contractor's expense any damaged equipment. The Contractor shall install new traffic counter loops in the SH50 pavement and connect the reset traffic counter equipment.

Subsection 210.10 shall include the following:

Reset traffic counter equipment will be measured on an each basis.

Subsection 210.13 shall include the following:

Payment will be full compensation for all work necessary to complete the items listed.

Payment will be made under:

Pay Item	Pay Unit
Reset Traffic Counter	Each

Payment will be full compensation for all work necessary to complete the item.

End of Section Revision

SECTION 509 – ALTER AND ERECT STRUCTURAL STEEL

Subsection 509.01 shall include the following:

This work shall include all preparation, cutting, drilling, punching, grinding and welding required in the field, for the widening of the existing US 50 bridge (Structure No. H-02-CA) over the Colorado River.

Subsection 509.16 shall include the following:

Before any shop drawings are started for the widening and modification of the existing bridge, the Contractor shall field verify all essential existing dimensions shown in the plans.

Subsection 509.27 shall include the following:

Temporary jacking of the existing bridge ends shall be limited to 1½” vertical, so as to minimize stresses within the steel member.

Subsection 509.32 shall include the following:

Alter and Erect Structural Steel will not be measured, but be paid for on a lump sum basis when it is completed and accepted.

Subsection 509.33 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Alter and Erect Structural Steel	Lump Sum

Payment shall be full compensation for all labor, materials and equipment necessary to complete all the field work. The costs for supplying the new girder extension pieces and associated hardware shall be included in pay item 509 Structural Steel.

End of Section Revision

SECTION 509 – UTILITY HANGER ASSEMBLY

Subsection 509.01 shall include the following:

This work consists of furnishing, fabricating and erecting utility hanger assemblies for the existing SH 50 bridge (Structure No. H-02-CA) over the Colorado River.

Subsection 509.03 shall include the following:

All structural steel and threaded rods for the utility hanger assemblies shall be ASTM A-36 (AASHTO M-183), unless otherwise noted on plans.

Subsection 509.11 shall include the following:

All utility hanger material, as identified in the plans, shall be galvanized in accordance with AASHTO M-111.

Subsection 509.16 shall include the following:

Before any shop drawings are started for the utility hangers, the Contractor shall field verify all essential existing dimensions shown in the plans.

Subsection 509.24 shall include the following:

Hanger material, not required to be galvanized, shall be shop painted. The color shall be Federal Standard 595b No. 14223 (Green) to match the existing SH 50 bridge girders.

Subsection 509.32 shall include the following:

Utility Hangers will be measured by the number of assemblies fabricated and erected in place.

Subsection 509.33 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Utility Hanger Assembly	Each

Payment shall be full compensation for all labor, materials and equipment necessary to complete all the work.

End of Section Revision

SECTION 630 - PORTABLE MESSAGE SIGN PANEL

Subsection 630.031 shall include the following:

This work shall consist of furnishing, operating, and maintaining a portable message sign panel, to be on the project site at least ten calendar days prior to the start of active roadway construction.

Subsection 630.031 is added following subsection 630.03 as follows:

630.031 Portable Message Sign Panel. Portable message sign panel shall be furnished as a device fully self-contained on a portable trailer, capable of being licensed for normal highway travel and shall include leveling and stabilization jacks. The panel shall display a minimum of three - eight character lines. The panel shall be a dot-matrix type with either fluorescent yellow flip-disks legend and/or LED legend on a flat black background. LED signs shall have a pre-default message that activates before a power failure. The sign shall have its own separate power source with independent back-up battery powered source. The sign shall be capable of 360 degrees rotation and be able to be elevated to a height of at least five feet above the ground to the bottom of the sign. The sign should be visible from one-half mile under both day and night conditions. The message should be legible from a minimum of 650 feet. The sign shall automatically adjust its light source to meet the legibility requirements during the hours of darkness. The sign enclosure shall be weather tight and provide a clear polycarbonate front cover.

Message signs that are diesel-generator powered shall be provided with a 20-gallon minimum capacity fuel tank. Solar-powered message signs shall be capable of operating continuously for 10 days without any sun. All instrumentation and controls shall be contained in a lockable enclosure. The sign shall be capable of changing and displaying sign messages and other sign features such as flash rates, moving arrows, etc.

Each sign shall also conform to the following:

1. Flip-disks legend signs shall have fluorescent ultraviolet blacklight bulbs.
2. In addition to the onboard solar/generator power operation with battery backup, each sign shall be capable of operating on a hard wire, 100-110 VAC, external power source.
3. All electrical wiring, including connectors and switch controls necessary to allow all sign functions required by the specification shall be provided with each sign.
4. Each sign shall include an operating and parts manual, wiring diagrams, and trouble-shooting guide.
5. The portable message sign shall be capable of maintaining all required operations under Colorado mountain-winter weather conditions.
6. Each sign shall be furnished with an attached license plate and mounting bracket.
7. Each sign shall be wired with a 7-prong male electric plug for the brake light wiring system.

Subsection 630.12 shall include the following:

Maintenance, storage, operation, relocation to different sites during the project, and all repairs of portable message sign panels shall be the responsibility of the Contractor.

The sign panels shall become the property of the City upon completion of the project. The Contractor shall maintain the sign panels for the duration of the project and will deliver the sign panels to the City in good condition and in working order at the completion of the project.

Subsection 630.14 shall include the following:

Portable message sign panels shall be measured by the number of portable message panels provided. The Contractor will be paid for each sign panel supplied, maintained and delivered to the City in good condition and in working order after project completion.

Subsection 614.15 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Portable Message Sign Panel	Day

End of Section Revision

SECTION 630 - IMPACT ATTENUATOR (TRUCK MOUNTED ATTENUATOR) (TEMPORARY)

In Subsection 630.01 shall include the following:

This work shall consist of furnishing, operating, and maintaining a truck with a mounted attenuator.

Subsection 630.08, shall include the following:

Truck Mounted Attenuator. The Contractor shall supply a vehicle with a truck mounted attenuator approved by the FHWA to meet NCHRP 350 criteria for level TL-3 collisions. The attenuator shall be mounted to a suitable truck in a manner meeting the Manufacturer's specifications. The truck shall also be furnished with a roof mounted Advance Warning Flashing or Sequencing Arrow Panel (B Type). The trucks may be used when setting up the work Zone and shall be parked in the activity area protecting the construction work when work begins.

Subsection 630.12 shall include the following:

Maintenance, storage, operation, and all repairs of Truck Mounted Attenuator and vehicle shall be the responsibility of the Contractor.

Subsection 630.14, shall include the following:

Truck Mounted Attenuators shall be measured by the Unit. The Contractor will be paid for the number of trucks required in the plans and available for use.

Subsection 630.15 shall include the following:

Pay Item	Pay Unit
Impact Attenuator (Truck Mounted Attenuator) (Temporary)	Each

Payment will be full compensation for all labor, materials and equipment required to operate and maintain this truck for the duration of the project, including the attenuator and flashing panel.

End of Section Revision

TRAFFIC CONTROL PLAN - GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.09.

The components of the TCP for this project are included in the following:

- (1) Subsection 104.04 and Section 630 of the specifications.
- (2) CDOT Standard Plans:
 - S-630-1, Traffic Controls for Highway Construction
 - S-630-2, Barricades, Drums, Concrete Barriers (temp) & Vertical Panels
 - S-630-3, Flashing Beacon (Portable) Details
- (3) Schedule of Construction Traffic Control Devices.
- (4) Construction Phasing Plans: Sheets P01-P41 of the plans.

Special Traffic Control Plan requirements for this project are as follows:

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless directed.

ROADWAY / PEDESTRIAN ACCESS AND CLOSURES

In general, the Contractor will maintain 4 lanes at all times along SH 50 in the project area. Nighttime single lane closures are permitted between 7:30 PM and 6:30 AM, as directed. In addition, weekend lane closures will be allowed for transitions to and from the detour alignment, as shown in Stages 2.a, 3.a, and 4.a. Each of these stages is limited to one weekend (7:30 PM Friday to 6:30 AM the following Monday).

The Contractor shall maintain access to the various private properties along S 4th Street for the duration of the work, except for nighttime closures allowed for girder erection and other structural work over this roadway, as directed. For the purposes of this requirement, nighttime hours are defined as 7:30 PM to 6:30 AM, beginning Sunday through Thursday evenings. Seven-day minimum advance notice of these closures shall be provided to area businesses, residents, and the public through the project's regular public information channels. Emergency access is to be maintained at all times.

The Contractor shall maintain existing access to the Riverfront Trail system and the Botanic Gardens, including parking lot and pedestrian access, except as noted on the plans.

The Contractor shall maintain access to Murphy Auto Salvage at all times via Noland Avenue or Struthers Avenue.

COORDINATION WITH OTHERS

The contractor will be responsible for coordination with the Union Pacific Railroad, the City, and appropriate industries regarding closure of the 4th Avenue grade crossing. Access to SemMaterials is to be maintained at all times, either via the 4th Avenue crossing or via Riverside Parkway to the west. Due to the amount of truck traffic related to this facility, the SemMaterials access may not be routed through the Riverside neighborhood at any time, unless directed. Seven-day minimum advance notice of this closure shall be provided to area businesses and the public through the project's regular public information channels.

DESIGN / POSTED SPEEDS

The posted speed limit along SH 50 between the Colorado River and the Union Pacific Railroad shall be as shown on the traffic control plans. Traffic control along SH 50 shall be designed 5 MPH over the posted speed limit shown on the plans.

The posted speed limit through the work zones along roadways not specifically mentioned herein shall not be modified and traffic control shall be designed to the higher of the existing roadway design speed or the posted speed limit.

BASIS OF PAYMENT

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project, and shall not be paid for separately.

End of Section Revision

AFFIDAVIT OF CONSTRUCTION PURPOSES

I, David A. Varley, City Manager for the City of Grand Junction, Colorado ("Affiant") do affirm that on October 4, 2006, The City Council of the City of Grand Junction at the regularly scheduled and duly noticed City Council meeting, did authorize me to enter into a contract with SEMA Construction of Littleton, Colorado for the construction of Phase 3 of Riverside Parkway. The Riverside Parkway when completed is a "beltway" around southern Grand Junction. When the Parkway is complete it will connect U.S. Highway 50 with Interstate 70 and in so doing, will alleviate traffic congestion. The Riverside Parkway is clearly a public project sponsored and constructed by government for public purposes. The Riverside Parkway is funded 100% by City of Grand Junction funds.

I also affirm that on October 21, 2006, the City and SEMA Construction entered into a construction contract for the construction of Phase 3 of Riverside Parkway, in the amount of \$22,514,443.00. The City's contract with SEMA Construction requires the City to obtain all necessary local, State and Federal permits. The City has acquired all local land use authorization, a State of Colorado Storm water permit and a US Army Corps of Engineers 404 permit; however, it did not acquire a permit from the State for extraction of aggregate under 34-32.5-111 C.R.S. When the City was made aware of its error, it subsequently applied for a 111 permit.

I further affirm that the contract for Phase 3 of Riverside Parkway includes the excavating, hauling and placement of 310,000 cubic yards of road embankment material from a City owned borrow site located in the NW ¼ of Section 26, T1S, R1W commonly known as the Grand Junction Cemetery borrow site, to the Riverside Parkway Phase 3 site located at U.S. Highway 50 immediately north of the Colorado River. The Phase 3 construction site is located approximately 0.5 miles from the Grand Junction Cemetery borrow site. The material being excavated from the Grand Junction Cemetery borrow site is only being used for the construction for Phase 3 of Riverside Parkway. The material removed from the borrow site is necessary for construction of the embankment wall and wall backfill for Phase 3 of Riverside Parkway. The work must be performed expeditiously to reduce the impacts on the public.

I have reviewed the application filed by the Riverside Parkway project manger Mr. James L. Shanks for a Special 111 Construction Materials Reclamation Permit. By my signature I affirm and ratify the content and representations made therein and in the foregoing affidavit.

Further your Affiant sayeth not.

CITY OF GRAND JUNCTION, a
Colorado home rule municipality,

By: David A. Varley
David A. Varley, City Manager

ATTEST:



Stephanie Tuin
Clerk

NOTICE OF FINAL ACCEPTANCE

Project: **Riverside Parkway Phase Two and Three**

Contractor: SEMA Construction, Inc.

Date of Final Completion: August 15, 2008

End of Warranty Period: August 15, 2009

The Contractor is hereby notified that the Project referenced above has been completed and is hereby accepted for future operation and maintenance by the City of Grand Junction. In accordance with Article XI, Section 76 of the General Contract Conditions, the Contractor shall warrant all work for a period of one year after the date of acceptance. The date of Final Acceptance and beginning of the Contractor's warranty of all work not previously accepted is the "Date of Final Completion" stated above.

City of Grand Junction

BY:  _____ Date: 3/4/09
D. Paul Jagim, Project Engineer

cc: Surety - Liberty Mutual Insurance Company
Re: Bond # 23-005-653
Westlake Tower
1601 Fifth Avenue, Suite 2070
Seattle, WA 98101
Jim Shanks, Riverside Parkway Program Manager
Project File

FINAL RECEIPT AND RELEASE

Project: Riverside Parkway Phases Two and Three
Contractor: SEMA Construction, Inc.
Final Contract Price: **\$ 54,780,433.04**
Final Payment: **\$ 180,224.96**

The Contractor hereby certifies:

THAT the above noted "Final Contract Price" is the full compensation due under the Contract for the Project;

THAT the above noted "Final Payment" has been received from the City of Grand Junction;

THAT, together with the "Final Payment", amounts totaling the "Final Contract Price" have been received from the City of Grand Junction;

THAT the City of Grand Junction is released from all claims related to the Contract for the Project; and

THAT all persons and companies performing labor or furnishing materials for the Project have been paid in full.

Contractor: SEMA Construction, Inc.

By: _____

Title: _____

Date: _____