

**REVISION OF SECTION 107
RIGHT OF WAY RESTRICTIONS**

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.19 shall include the following:

The Contractor is hereby made aware that at the time of bidding the final addendum on this project, CDOT does not have possession of all necessary Right of Way required to complete portions of this project and has identified the following locations as “**No Work Areas**” until the Restriction Dates shown below. Please reference certain pages from the right of way plans attached hereto as Appendix A. The no work restriction parcels and dates are stated on such pages.

Parcel Number	Ownership Name	Restriction Date
RW-4, PE-4	M Side, L.L.C	7/30/2021
RW-15, RW-15A, PE-15, TE-15, TE-15A	Willmore 38, LLC	6/18/2021
RW-18, TE-18	Lai Fong Choo formerly known as Lai Fong Ma	6/18/2021
AP-26	Edward E. Colson, III Trust dated January 12, 1995 and Karen Jeanne Colson and Dennis R. Sciotto and Carol Ann Sciotto Community Property Trust Agreement dated January 9, 2002 and Greg Ronald Velazquez and Cynthia Lee Velasquez	4/30/2021
RW-28, TE-28	CINNA, LLC	6/18/2021
RW-39, RM-39	Commercial Federal Savings and Loan Association	6/18/2021
RW-40, RW-40A, TE-40 REV	Vohoska Family Trust under agreement dated April 25, 2006 and Vohoska Surviving Settlor's Trust dated April 25, 2006	6/18/2021
RW-41, RW-41A, TE-41, TE-41A	Pacific Realty Associates, L.P.	6/18/2021
RW-70 REV PE-70 REV	Brian and Kellie Baillie	6/18/2021
RW-72, TE-72	Jeffrey Schitter	6/18/2021

When bidding, the Contractor is advised that the Contractor shall not enter the Parcels identified above prior to the dates indicated above, unless otherwise directed in writing by the CDOT Engineer.

The City anticipates no delay toward completion of the project due to the restrictions imposed herein. No additional time or mobilization costs shall be granted to the Contractor for delays associated with not having possession of the above mentioned locations prior to the dates specified above.

**REVISION OF SECTION 107
RIGHT OF WAY SPECIAL CONDITIONS FOR SELECT PARCELS**

Section 107 of the Standard Specifications is hereby revised as follows:

Section 107.19 shall include the following:

Please refer to the below list for all special conditions detailed in the agreements in which the City and the Landowners have agreed to. Parcel number, owner name and ROW plan sheet number are all referenced for ease of identification. The Contractor shall deliver written notice (Notice) to each of the Landowners and tenants of the Commencement Date of the use of the temporary easements.

RW-1 & TE-1 - 36 Angus Properties LLC (ROW Plan Sheet No. 7.03):

Parcel TE-1 has been acquired as a temporary easement for the purpose of the installation and maintenance of sediment control mats at the stormwater inlet in the parking lot located in Parcel TE-1. No other work, aside from this purpose, will occur in Parcel TE-1. Existing improvements in Parcel TE-1 will be protected in place or, if disturbed, restored by the Contractor.

TE-3 – Loecher (ROW Plan Sheet No. 7.03):

Contractor will provide to the Landowner proof of the insurance policies required by the Contract.

temporary fencing shall be installed at the Landowner's own discretion, effort and expense. The temporary fencing shall be installed not less than six feet from the east perimeter of PE-70 REV. This is identified on the ROW plan sheet 7.12 attached. The east edge of the easement is the line connecting between ROW points 685, 686, 687, 696 and 688. The Landowner may remove the temporary fencing from the permanent easement upon authorization of completion of the project in the easement area by the Contractor.

TE-71 & TE-71A - Farhoodi (ROW Plan Sheet No. 7.12):

The Contractor represents and warrants during construction of the project and the term of this temporary easement, pedestrian and vehicle access shall be maintained from the general street system to the subject property at all times during construction of the project as approved by the Engineer. Temporary disruption to the access points may be necessary to construct or restore approaches to the subject property. Should this be necessary, the Contractor will coordinate with the Landowner and provide 24 hours' notice prior to the disruption. Contractor to coordinate with business owner 72 hours in advance to remove bushes on west side of the property.

RW-72 & TE-72 - Schitter (ROW Plan Sheet No. 7.12):

The Contractor shall list the Landowner as additionally insured on the Contractor's general liability policy. The Contractor shall provide owner 36 hours' notice prior to initial entry to the temporary easement for construction. Replacement of fencing and sprinkler system within the temporary easement will be at the Landowner's sole cost, discretion and effort upon completion of the project. The well and well house located in Parcel No. TE-72 REV shall be protected in place by the project.

RW-74 & TE-74 - All Sacred Holdings LLC (ROW Plan Sheet No. 7.08):

After the Commencement Date, the Contractor cannot use or occupy the temporary easement during business hours, unless agreed to by the Landowner. The Contractor shall not store material or equipment or park vehicles on the temporary easement.

**REVISION OF SECTION 108
SPECIALTY ITEMS**

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Subsection 108.01 shall include the following:

The following items are designated as "Specialty Items" for this project:

- (1) Waterline relocations

Waterline relocations shall be performed by a subcontractor on the Wheat Ridge Water District Approved Contractor's List.

- (2) Sanitary line relocations

Sanitary line relocations shall be performed by a subcontractor on the Wheat Ridge Sanitary District Approved Contractor's List.

**REVISION OF SECTION 202
REMOVAL AND TRIMMING OF TREES**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.02 shall include the following:

This work includes the removal and the trimming of trees as directed by the Engineer. This work includes the preservation from injury or defacement of all vegetation and objects designated to remain.

The Engineer will establish environmental limits. All trees, shrubs, plants, grasses, and other vegetative materials shall remain, except as designated by the Engineer.

Prior to beginning any construction, removal, trimming, and pruning of encroaching vegetation (as determined by the Engineer) shall be completed.

Once all directed clearing, trimming, and pruning is completed and accepted, no additional clearing, trimming, cutting, or pruning will be allowed unless approved, in writing, by the Engineer.

This work shall be done by a Contractor or subcontractor who is a qualified tree surgeon and a member of the National Arborist Association. The firm's or individual's name and qualifications shall be submitted at the preconstruction conference for the Engineer's approval. A list of references and other clients shall be included with the qualifications statement. A written description of work methods and time schedules shall be submitted and approved in writing by the Engineer prior to work commencing.