

# **CITY OF GUNNISON**

## **2017 VanTuyl Ranch Fishing Access Trail**



**April 20, 2017**

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## Request For Proposal



### **City of Gunnison 2017 VanTuyl Fishing Trail & Boardwalk Project**

Sealed Bids for the City of Gunnison 2017 **VanTuyl Fishing Trail & Boardwalk Project** will be received by The City of Gunnison Community Development Department, 201 W. Virginia Avenue, Gunnison, Colorado, 81230, until 2:00PM, May 25, 2017. At 2:00PM May 25, 2017 at the City of Gunnison City Hall, Community Development Department, Bids will be publicly opened and read aloud. The Contract Documents may be examined and/or purchased at the City of Gunnison Community Development Department. Hard copies of the Contract Documents are \$45.00, digital copies may be requested by calling 970-641-8150 or emailing [westbay@gunnisonco.gov](mailto:westbay@gunnisonco.gov)

The City reserves the right to reject any and all Bids.

DATE: April 20, 2017

Steven Westbay, Director of Community Development

## INFORMATION FOR RESPONDERS

Proposals will be received by The City of Gunnison (herein called the "Owner"), at 201 W. Virginia Avenue, Gunnison, Colorado 81230 until 2:00PM, May 25, 2017. At 2:00PM May 25, 2017 Bids will be publicly opened and read aloud by identifying the Responder and their "Proposal Sum" as stated on the Bid Schedule. Each Proposal must be submitted in a sealed envelope, addressed to:

City of Gunnison  
Attn: Steven Westbay  
201 W. Virginia Ave  
Gunnison, CO 81230

The City shall select the Project Proposal deemed to be in the best interest of the City. For this Project, the City will consider both the demonstrated contractor qualifications and responsive Bid cost. Responders must demonstrate the qualifications and experience to perform construction functions. Specifically, contractors must demonstrate extensive experience conducting grubbing, grading, timber framing construction, and installation of helical-piers within jurisdictional wetlands permitted by the US Army Corps of Engineers. Examples of previous client projects may be provided.

The City reserves the right to reject all bids. The City reserves the right to not proceed with the project.

Each sealed envelope containing a Proposal must be plainly marked on the outside as **VanTuyl Fishing Trail & Boardwalk Project** and the envelope shall bear on the outside the name of the Responder and address. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the Owner at the above listed address.

All Proposals must be made on the required Bid Schedule form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Schedule form must be fully completed and executed when submitted. Only one copy of the Bid Schedule form is required.

The Owner may waive any informalities or minor defects or reject any and all Proposals. Any Proposals may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified will not be considered. No Responder may withdraw a Proposal after the actual date of the opening thereof.

Responders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and Specifications

including addenda. After Proposals have been submitted, the Responder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

Each Proposal must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Proposal. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Responders. When the Agreement is executed the bonds of the two remaining unsuccessful Responders will be returned. The Bid Bond of the successful Responder will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Responder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Responder to execute the Agreement, the Owner may consider the Responder in default, in which case the Bid Bond accompanying the Proposal shall be effective upon receipt of the notice by the Owner.

The Owner within ten (10) days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Responder may by Written Notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period the time may be extended by mutual Agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten

(10) day period or within the period mutually agreed upon the Contractor may terminate the Agreement without further liability on the part of either party. For Projects with Work that is dependent upon suitable weather conditions the Owner shall issue the Notice to Proceed when in its sole judgment the weather is suitable for the Work to begin.

The Owner may make such investigations as it deems necessary to determine the ability of the Responder to perform the Work, and the Responder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Responder fails to satisfy the Owner that such Responder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Proposal will not be accepted.

Award will be made to the Responder determined to meet the City's best interest.

If all Proposals exceed the funds allocated for the VanTuyl Fishing Trail & Boardwalk Project construction, in the City of Gunnison 2017 Budget, the City reserves the right to reduce the scope of the Project or reject all Proposals. The City may negotiate with the lowest responsible Responder to reduce the scope of Work for this Project as required to conform to the funds available. Entering negotiations does not guarantee award of the Proposal.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

Each Responder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Responder to do any of the foregoing shall in no way relieve any Responder from any obligation in respect to their Proposal.

The low Responder shall supply the names and addresses of major material suppliers and Subcontractors when asked by the Owner.

Inspection trips for prospective Responders will leave from the City of Gunnison Community Development Department, 201 W. Virginia Ave, Gunnison, Colorado, 81230 on May 4, 2017 at 11:00AM. The inspection trip is mandatory.

## Proposal

Proposal of \_\_\_\_\_ (herein after called "Responder"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_. To the City of Gunnison (hereinafter called "Owner").

In compliance with your Advertisement for Proposal, Responder hereby proposes to perform all Work for the **VanTuyl Fishing Trail & Boardwalk Project** in strict accordance with the Contract Documents, within the time set forth therein, and the prices stated below.

By submission of this Proposal, each Responder certifies, and in the case of a joint Proposal each party thereto certifies, that this Proposal has been arrived at independently, without consultation, communication, or Agreement as to any matter relating to this Proposal with any other Responder or with any competitor.

Responder hereby agrees to commence Work under this contract on a date to be specified in the Notice to Proceed. The Project will be completed by the dates specified in Division 1 - General Requirements - Section 5 - Contract Time. Responder further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter as provided in Section 18 of the General Conditions.

Responder acknowledges receipt of the following Addendum:

(Insert a corporation a partnership, or an individual as applicable.)

The Owner reserves the right to adjust the Bid Schedule amounts if required.

The Owner reserves the right to reject any or all Proposals.

The Contractor agrees to guarantee the unit price on the Bid Schedule. The Responder agrees to perform all the Work described in the Contract Documents for the following unit prices:

**Bid Schedule**

<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
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**PROJECT 1 Boardwalk Piles**

Mobilization	LS	1	_____	_____
5' lead section w/ Helix	EA	76	_____	_____
5' 1-1/2 Extension	EA	76	_____	_____
Beam Brackets	EA	76	_____	_____

**Sub-Total**

\_\_\_\_\_

**PROJECT 2 Boardwalk Construction**

Mobilization	LS	1	_____	_____
Boardwalk	LF	476	_____	_____

**Sub-Total**

\_\_\_\_\_

**PROJECT 2 Gravel Path Construction**

Mobilization	LS	1	_____	_____
Class 6 Road Base	TONS	200	_____	_____
12" CMP	LF	20	_____	_____

**Sub-Total**

\_\_\_\_\_

**PROPOSAL TOTAL**

**UNITS:** LS - Lump Sum  
 SY - Square Yard  
 CY - Cubic Yard  
 SF - Square Feet  
 LF - Linear Feet  
 EA - each

**References:** Examples of previous client projects may be provided on separate pages.



**Bid Bond**

Know all men by these presents, that we, the under signed, \_\_\_\_\_ as Contractor and \_\_\_\_\_ as surety, are hereby held and firmly bound unto The City of Gunnison as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The condition of the above obligation is such that whereas the Contractor has submitted to the City of Gunnison a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for **VanTuyl Fishing Trail & Boardwalk Project**.

Now, therefore,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted, the Contractor shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Payment Bond for faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid, and said surety does hereby waive notice of any such extension.

In witness whereof, the Contractor and the surety have signed, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
(Contractor) (Seal)  
By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(Address)  
By: \_\_\_\_\_ (Seal)

IMPORTANT - Surety companies executing bonds must be authorized to transact business in the state of Colorado.

## Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between The City of Gunnison, hereinafter called "Owner" and \_\_\_\_\_ doing business as NAME: CORPORAATE, PARTNERSHIP, INDIVIDUAL hereinafter called "Contractor".

Witnesseth: That for and in consideration of the payments and Agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the VanTuyl Fishing Trail & Boardwalk Project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents within 14 calendar days after the date of the Notice to Proceed and will complete the same as specified in the Contract Documents unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or as shown in the Bid schedule.
5. The term "Contract Documents" means and includes the following:
  - (A) Advertisement For Proposal
  - (B) Information For Responders
  - (C) Proposal
  - (D) Bid Bond
  - (E) Agreement
  - (F) General Conditions
  - (G) Supplemental General Conditions
  - (H) Payment Bond
  - (I) Performance Bond
  - (J) Notice Of Award
  - (K) Notice To Proceed
  - (L) Change Order

(M) Drawings prepared by The City of Gunnison  
and dated March 5, 2017.

(N) Specifications prepared or issued by The City of Gunnison  
Dated March 5, 2017

(O) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, 2017

No. \_\_\_\_\_, dated \_\_\_\_\_, 2017

No. \_\_\_\_\_, dated \_\_\_\_\_, 2017

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amount as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In witness whereof, the parties hereto have executed the Agreement, in duplicate, each of which shall be deemed an original on date first above written.

\_\_\_\_\_  
(Contractor) (Seal & Attest)  
By : \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Owner) (Seal & Attest)  
By : \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Payment Bond**

Know all men by these presents: That

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called Contractor, and

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto the City of Gunnison, Colorado hereinafter called Owner, in the penal sum of \_\_\_\_\_

Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Contractor entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is hereto attached and made part hereof for the construction of:

**VanTuyl Fishing Trail & Boardwalk Project**

Now, therefore, if the Contractor shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In testimony whereof, the Contractor has hereunder set and the surety has caused these presents to be executed in its name and its corporate seal to be affixed by its attorney-in-fact at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Contractor) (Seal)  
By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(Address)  
By: \_\_\_\_\_  
(Attorney-in-Fact) (Seal)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of Colorado.

**Performance Bond**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called Contractor, and

Name: \_\_\_\_\_

Address \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto the City of Gunnison, Colorado hereinafter called Owner, in the penal sum of \_\_\_\_\_

Dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by this document.

The condition of this obligation is such that whereas, the principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is attached and made part of this contract for the:

**VanTuyl Fishing Trail & Boardwalk Project**

Now, therefore, if the Contractor shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and Agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In testimony whereof, the Contractor has hereunder set and the Surety has caused these presents to be executed in its name and its corporate seal to be affixed by its attorney-in-fact at \_\_\_\_\_ on this the \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Contractor) (Seal)  
By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(Address)  
By: \_\_\_\_\_  
(Attorney-in-Fact) (Seal)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the state of Colorado.

**Notice of Award**

To: \_\_\_\_\_  
(Contractor)

Address: \_\_\_\_\_

Project description: **VanTuyl Fishing Trail & Boardwalk Project**

The Owner has considered the Bid submitted by you for the above described Work in response to its Request for Proposal dated March 9, 2017, and Information to Responder.

You are hereby notified that your Bid has been accepted for items in the amount of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the Unites States.

You are hereby required by the Information for Responders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and certificates of Insurance within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of the Notice of Award to the Owner.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledge by this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Notice to Proceed**

To: \_\_\_\_\_  
(Contractor)

Address: \_\_\_\_\_

**PROJECT DESCRIPTION: VanTuyl Fishing Trail & Boardwalk Project**

You are hereby notified to commence Work in accordance with the Agreement dated: \_\_\_\_\_, 2017, and you are to complete the Work within \_\_\_\_\_ consecutive calendar days thereafter.

The date of completion of all Work is \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance of Notice**

Receipt of the above Notice to Proceed is acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Change Order**

Order Number \_\_\_\_\_ Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: The City of Gunnison 2017 City Shop Demolition

Owner: City of Gunnison

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract Documents:

Justification:

Change to Contract Price: \_\_\_\_\_

Original Contract Price : \_\_\_\_\_

Current Contract Price adjusts by previous Change Order \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (increased)

(decreased) by: \$ \_\_\_\_\_.

The new Contract Price including this Change Order will be \$ \_\_\_\_\_.

Change to Contract Time:

The Contract Time will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all Work will be \_\_\_\_\_ 2017.

## General Conditions

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Cooperation of Contractor
13. Cooperation with Utilities
14. Supervision by Contractor
15. Character of Workmen: Methods and Equipment
16. Changes in the Work
17. Changes in Contract Price
18. Time for Completion and Liquidated Damages
19. Correction of Work
20. Subsurface Conditions
21. Suspension of Work, Termination and Delay
22. Payments to Contractor
23. Acceptance
24. Acceptance of Final Payment as Release
25. Insurance
26. Contract Security
27. Assignments
28. Indemnification
29. Separate Contracts
30. Subcontractors
31. Engineer's Authority
32. Inspection of Work
33. Duties of Inspector
34. Land and Rights-of-way
35. Guarantee
36. Attorney's Fees
37. Governing Law
37. Taxes

## 1. Definitions

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 Bid - The offer or Proposal of the Responder submitted on the prescribed form setting forth the price for the Work to be performed.
- 1.4 Responder - Any person, firm or corporate submitting a Bid for the Work.
- 1.5 Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contract and Surety in accordance with the Contract Documents.
- 1.6 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 Contract Documents - the Contract, including Request for Proposals, Information for Responder, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- 1.11 Drawings - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.12 Engineer - The person, firm or corporation named as such in the Contract Documents.

- 1.13 Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 Notice of Award - The Written Notice of the acceptance of the Bid from the Owner to the successful Responder.
- 1.15 Notice to Proceed - Written communication issued by the Owner authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.
- 1.16 Owner – The City of Gunnison, a Colorado home-rule municipality.
- 1.17 Project - the undertaking to be performed as provided in the Contract Documents.
- 1.18 Shop Drawings- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier, or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.19 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and Workmanship.
- 1.20 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.21 Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.22 Supplemental General Conditions - Modifications to General Conditions
- 1.23 Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.24 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials incorporated or to be incorporated in the Project.
- 1.2 Written Notice - Any notice to any party to the Contract Documents relative to any

part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at last given address, or delivered in person to said party or authorized representative on the Work.

2. Additional Instructions and Detail Drawings

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.

2.2 The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. Schedules, Reports and Records

3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2. Prior to beginning the Work the Contractor shall submit construction progress schedules showing the order proposed to carry on the Work, including at which he will start the various parts of the Work, estimated date of completion of each part, and as applicable,

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of Shop Drawings

4. Drawings and Specifications

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

4.2 In the case of conflict between the Drawings and Specifications, the Specifications and site conditions or any inconsistencies or ambiguities in the plans or Specifications, the Contractor shall notify the Engineer in writing. Work done by the Contractor, after discovery of such discrepancies, inconsistencies or ambiguities, shall be done at the Contractor's risk.

4.3 Materials or finished products incorporated in the Work that do not conform to the Contract Documents shall be removed in accordance with Subsection 19. If the Engineer decides that reasonably acceptable Work has been produced or that the finished product substantially complies with the Plans and Specifications, acceptance will be allowed providing an appropriate adjustment is made in the Contract Price.

## 5. Shop Drawings

5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

5.3 Portions of the Work requiring a Shop Drawing shall not begin until the Shop Drawing or submission has been approved by the Engineer.

## 6. Materials, Services and Facilities

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

6.2 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other Agreement by which an interest is retained by the seller.

## 7. Inspections and Testing

7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

- 7.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.
  - 7.3 The Contractor shall provide and incur the costs of testing and inspection services required by the Contract Documents.
  - 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificate of inspection, testing or approval.
  - 7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents.
  - 7.6 The Engineer and any representatives will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
  - 7.7 If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for observation and replaced at the Contractor's expense.
  - 7.8 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing of satisfactory reconstruction. If however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.
10. Surveys, Permits, Regulations
    - 10.1 The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as blue tops, off set stakes and other working points, lines, elevations and cuts sheets.



10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the contract of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at a variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, changes in the Work.

## 11. Protection of Work, Property and Persons

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify Owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

## 12. Cooperation of Contractor

12.1 The Contractor shall be supplied with sufficient sets of Contract Documents. The Contractor shall keep one set available at the worksite at all times. Emergencies may arise during the progress of the Work which may require special effort or require extra shifts to continue the Work beyond normal working hours. The Contractor shall be prepared to do all such Work promptly in case of such emergencies. If such emergencies arise out of, or as a result of any improper or negligent act or omissions of the Owner, the Contractor shall be paid for all Work costs actually incurred in excess of normal working hours and normal equipment usage.

## 13. Cooperation with Utilities

13.1 The Owner will notify all municipal agencies, utility companies, all pipeline owners, or other parties affected and have all necessary adjustments made of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction, so that construction schedules shall be coordinated to avoid unnecessary construction delays.

13.2 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, light standards, cable ways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted, are to be moved by Owners at its expense, except as otherwise provided for in the Special Provisions or as noted on the plans.

The Contractor shall consider the location of all permanent and temporary utilities and has included allowances for any delay, inconvenience or damage sustained by the operation of moving of said utility.

## 14. Supervision By Contractor

14.1 The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

## 15. Character of Workers

15.1 The Contractor shall at all times employ sufficient labor and equipment for

prosecuting the Work to full completion in the manner and time required by the Contract Documents.

15.2 All Workers shall be competent and have sufficient skill, knowledge, and experience in their class or work and operation of equipment to perform all work properly and satisfactorily.

15.3 All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality Work. Equipment used on any portion of the Project shall be such that it will not damage property adjacent to the work area.

## 16. Changes in the Work

16.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time requires for performance of the Work, an equitable adjustment shall be authorized by Change Order.

16.2 The Engineer may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order requires a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

## 17. Changes in Contract Price

17.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed upon lump sum.
- (c) The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

18. Time for Completion and Liquidation Damages

18.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract. The Work shall be commenced on the date specified in the Notice to Proceed.

18.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

18.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

18.4 The Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

18.4.1 to any preference, priority or allocation order duly issued by the Owner.

18.4.2 to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

18.4.3 to any delays of Subcontractors occasioned by any of the causes specified in paragraphs 15.4.1. and 15.4.2. of this article.

19. Correction of Work

19.1 The Contractor shall promptly remove all Work rejected by the Engineer for failure to comply with the Contract Documents and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

19.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after the receipt of Written Notice, the Owner may remove such Work at the expense of the Contractor.

## 20 Subsurface Conditions

20.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

20.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

20.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of character provided for in the Contract Documents.

20.2 The Owner shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required Written Notice; provided that the Owner may, if it determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## 21. Suspension of Work, Termination and Delay

21.1 The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

21.2 If the Contractor is adjudged to be bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if a trustee or receiver is appointed for the Contractor or for any property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or

orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, the Owner may, without prejudice to any other right or remedy and after giving the Contractor and surety a minimum of five (5) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

- 21.3 After five (5) days from delivery of a written Notice to the Contractor the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable substantiated costs.
- 21.4 If, through no act or fault of the Contractor the Work is suspended for a period of more than ninety (90) days by the Owner, or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 21.5 If performance of all or any portion of the Work is suspended, delayed, or interrupted as result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the cost and delay necessarily caused by the failure of the Owner or Engineer.

## 22. Payments To Contractor

- 22.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. The Owner at any time, however, after fifty (50%) percent of the Work has been completed, if satisfactory progress is being made, may reduce retainage to five (5%) percent on the current and remaining estimates. When the Work is substantially complete (operational or beneficial use), the retained amount may be further reduced below five (5%) percent to only that amount necessary to assure completion. Retainage shall not be reduced to below five (5%) until publication of the Notice of Final Settlement pursuant to Section 38-26-107, C.R.S. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
- 22.2 The request for payment may also include an allowance for the cost of major materials and equipment which are suitably stored either at or near the site. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance.
- 22.3 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute acceptance of such portions of the Work.
- 22.4 The Contractor will indemnify, save and hold harmless the Owner or the Owner's agents from all claims growing out of the lawful demands of Subcontractors, laborers, Workmen, mechanics, material suppliers and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations, of the nature designated above, have been paid, discharged, or waived. If the Contractor fails to do so the Owner may,

after having notified the Contractor, either pay unpaid bills or withhold, from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents. In no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to the Contractor, the Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

## 23. Acceptance

23.1 Partial Acceptance: During the prosecution of the Project, the Contractor may substantially complete a unit or portion of the Project. The Contractor may request the Engineer to make final inspection of that portion of Work. If the Engineer finds, upon inspection, that the Work has been satisfactorily completed in compliance with the Contract, shall accept the Work as being completed and the Contractor shall be relieved of further responsibility for that Work. Such partial acceptance shall not fix the date of warranty or reduce retainage. The date of warranty and retainage shall be based on completion of the entire Contract.

23.2 Final Acceptance: Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer shall make an inspection. If all construction provided for by the Contract is found completed, that inspection shall constitute the final inspection and the Engineer shall make the final acceptance. The Contractor shall be notified in writing of acceptance as of the date of the final acceptance.

23.3 If the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Engineer shall give the Contractor the necessary instructions for same, and the Contractor shall comply with and execute such instructions within the Contract period. Upon correction of the Work, another inspection shall be made which shall constitute the final inspection, provided the Work has been completed. In such event, the Engineer shall make the final acceptance and notify the Contractor in writing of acceptance as of the date of the final inspection.

## 24. Acceptance of Final Payment as Release

24.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or sureties



from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

25. Insurance

25.1 The Contractor shall purchase and maintain such insurance that provides protection from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by the Contractor only or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

25.1.1 Claims under Workmen's compensation, disability benefit and other similar employee benefit acts;

25.1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of employees;

25.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

25.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

25.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

25.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

25.3 The Contractor shall procure and maintain, at its or their own expense, during the Contract Time, liability insurance as hereinafter specified;

25.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor providing protection from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by Contractor only or by any Subcontractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor. Insurance shall be written damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in

any one accident; and limit of liability of not less than \$600,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$600,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$600,000 aggregate for any such damage sustained by two or more persons in any one accident. This policy of insurance shall name the City of Gunnison, its agents, officers and employers as additional insured.

25.3.2 Workmen's Compensation Insurance shall be procured and maintained at the Contractor's expense, during the Contract Time in accordance with the provisions of the laws of the State Colorado, including occupational disease provisions, for all employees at the site of the Project. If any Work is sublet, the Contractor shall require such Subcontractor similarly, to provide Workmen's Compensation Insurance, including occupational disease provisions for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case of any class of employees, engaged in hazardous Work under this contract at the site of the Project, not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of employees not otherwise protected.

## 26. Contract Security

26.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and Agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Colorado. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Colorado, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

## 27. Assignments

27.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, any right, title or interest therein, or obligations thereunder, without written consent of the other party.

## 28. Indemnification

- 28.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 28.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.
- 28.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

## 29. Separate Contract

- 29.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- 29.2 The Owner may perform additional Work related to the Project on its own, or may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contract (or the Owner, if performing the additional Work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.
- 29.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written

Notice thereof shall be given to the Contractor prior to starting any such additional Work. If Contractor believes that the performance of such additional Work, by the Owner or others, involves additional expense or requires an extension of the Contract Time, Contractor may make a claim therefore as provided in Sections 17 and 18.

30. Subcontractor

30.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

30.2 The Contractor shall be fully responsible to the Owner for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by Contractor.

30.3 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

31. Engineer's Authority

31.1 The Engineer shall act as the Owner's representative during the construction period. Engineer shall decide questions which may arise as to quality and acceptability of material furnished and Work performed. Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

31.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, Workmanship and execution of the Work.

31.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

31.4 The Engineer may suspend the Work, wholly or in part, for any of the following reasons:

- a) For such period of time deemed necessary due to unsuitable weather conditions.
- b) Contractor's failure to perform according to the provisions of the contract.
- c) Contractor's failure to provide safe Working conditions.

31.5 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

## 32. Inspection of Work

32.1 Inspection of the Work by the Engineer or authorized representative shall not be considered as direct control of the Work. The direct control of the Work shall be the sole responsibility of the Contractor's supervisor.

## 33. Duties of Inspector

33.1 Inspectors employed by the Owner will be authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

33.2 The Inspector will not be authorized to alter or waive the provisions of the Contract. The Inspector will not be authorized to issue instructions contrary to the plans and Specifications or to act as foreman for the Contractor.

33.3 The Inspector will have authority to suspend acceptance of Work or materials until any disagreement between the Contractor and the Inspector can be referred to and decided by the Engineer.

33.4 No Work shall be done without lines and grades having been established. Work done contrary to the instructions of the Engineer, Work done beyond the lines shown on the plans, or any extra Work without the authority of Owner will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at no additional cost to the Owner.

## 34. Land and Rights-Of-Way

34.1 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

34.2 The Contractor shall provide at their expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

## 35. Guarantee

35.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the Work that the completed Work is free from all defects due to faulty materials or Workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the

repairs of any damage to adjacent property resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

### 36. Attorney's Fees

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney's fees and expert witness fees.

### 37. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State District Court governing Gunnison, Colorado.

### 38. Taxes

38.1 The Contractor must apply for, and receive, a Certificate of Exemption from the Colorado Department of Revenue for construction materials to be physically incorporated into the Work. This Certificate of Exemption provides that the Contractor shall neither pay nor include in the Bid prices Sales and Use Taxes on those building and construction materials physically incorporated into the Work.

38.2 Sales and Use Taxes for the State of Colorado, Regional Transportation District (RTD) and certain Colorado counties are collected by the State of Colorado and are included in the Certificate of Exemption.

## **Supplemental General Conditions**

1. The Contractor shall comply with both the General Conditions and General Specifications Section 100 of the City of Gunnison Construction Standards except as modified below.

1.1 The Authority of the Engineer shall be as defined in the General Conditions.

1.2 The Duties of the Inspector shall be as defined in the General Conditions.

Illegal Alien Addendum required in all public contracts For by C.R.S section 8-17.5-101(5)

- (a) Contractor shall not knowingly employ or contract with an illegal alien to perform Work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under the Contract;
- (b) Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the e-verify program or the department program;
- (c) Contractor certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If Contractor obtains actual knowledge that a Subcontractor performing Work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to: (1) notify the Subcontractor and the Owner within three days that Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to subsection (1), the Subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) Contractor shall comply with any reasonable request by the department made it the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If Contractor violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the Owner may terminate this Contract for a breach of the Contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Owner. In the event of termination under this provision, the Owner is required to notify the Secretary of State.

## Specifications

### Division 1 – General Requirements

1. Description of Work
2. Site Conditions
- 2A Nationwide Permit
3. Access to Adjacent Property
4. Traffic Control
5. Contract Time
6. Limitation of Operations
7. Subsurface Investigations
8. Preconstruction Conference
9. Progress Meetings
10. Partial Use or Occupancy
11. Use of Explosives
12. Measurement of Quantities
13. Scope of payment
14. Alteration in Plan Quantities
15. Alteration in Unit Costs
16. Contractor Reimbursement
17. Contractor Claims
18. Eliminated Items
19. Submittals



## **Division 1 – General Requirements**

### **Section 1 – Description of Work**

The work consists of the construction of a trail in upland areas and boardwalks in delineated wetlands as shown on the drawings and as described herein.

#### **Project 1: Boardwalk Piles**

Installation of helical foundation piers in delineated wetlands

#### **Project 2: Boardwalk Construction**

Construction of a wooden boardwalk over delineated wetlands

#### **Project 3: Construction of a gravel trail**

Removal of all organic and plant material and placement of approximately 6" of class 6 Road Base in upland areas

The City shall provide all survey work required including the limits of the delineated wetlands, the trail alignment and the finish grade for helical piles and boardwalks.

### **Section 2 – Site Conditions**

The work is in flood irrigated meadows. Access to the site is over existing gravel trails or through adjacent flood irrigated meadows. See site location map. The trail alignment is within a 25' corridor with 4-strand fencing delineating the existing access easement edges. Four jurisdictional wetlands trend across the trail alignment corridor and will they will be spanned by the boardwalks facilities.

### **Section 2A –Nationwide Wetland Permit**

This project involves work, including discharges of dredge or fill material, in waters of the United State. The project is authorized under a letter (date: September 29, 2015) from the US Army Corps of Engineers. The proposed activity is authorized by Nationwide Permit (NPW) 42, for Recreational Facilities. The contractor shall be responsible for compliance with all general terms and conditions of NWP 42.

### **Section 3 – Access to Adjacent Property**

Special care shall be taken by the Contractor to provide reasonably continuous and uninterrupted access to all adjacent property during the entire construction period.

### **Section 4 – Traffic Control**

The Contractor shall be responsible for all traffic control. No traffic control is anticipated for this Project. No traffic control is anticipated for this project.

### **Section 5 - Contract Time**

The Contract Time is an essential part of this Contract, and it will be necessary for each Bidder to satisfy the Owner of his ability to complete the work successfully within the Contract Time.

Flood irrigation begins April 1 weather depending and ends on or around October 1. It is

anticipated that the work on this project will be before or after the flood irrigation period. The work may begin as soon as the frost is out of the ground and shall be completed before December 1, 2017.

Contract Time:

Project 1- 14 calendar days from the beginning of work

Project 2- 30 calendar days from the beginning of work

Project 3- 30 calendar days from the beginning of work

If multiple contractors are awarded separate Projects the contractors shall coordinate their work to facilitate completion of the project within the contract time.

The Construction Schedule shall identify

1. The anticipated beginning date and length of time each project

### **Section 6 – Limitation of Operations**

The Contractor shall not perform any Work after regular working hours (defined as 8:00 am to 6:00 pm), on weekends or legal holidays without written permission from the Engineer, except for emergencies. The Contractor and the Engineer shall arrange for continuous or periodic inspection of the Work, surveys, and tests when such Work is necessary.

The Engineer may require the Contractor to increase operations to insure that the construction schedule is attained should the rate of construction fall behind schedule. The Contractor may be required to increase personnel, shifts and/or overtime operations as well as quantity of equipment until such time as the Work is back on schedule. Increased operations required shall be at the Contractor's expense.

If the Contractor elects or is required by the Engineer to schedule additional shifts and/or overtime operations the acceptable noise level of the Work, between the hours of 10:00 PM and 6:00 AM, shall not exceed the daytime ambient noise level of the site.

### **Section 7 – Subsurface Investigations**

No subsurface investigations were performed for this Project. The soil conditions are silty/sandy loam over alluvial gravel and cobbles. The depth of the overburden varies. The alluvial deposits are generally uniformly graded gravel cobble. Cobble is nominally 8".

### **Section 8 – Preconstruction Conference**

After the Notice to Proceed has been issued and prior to any commencement of Work at the site the Contractor shall submit to the Engineer a construction schedule. The schedule shall not be modified without the written request and consent of the Owner.

### **Section 9 – Progress Meetings**

The Contractor shall schedule and hold progress meetings at least weekly with the City's onsite representative.

### **Section 10 – Partial Use or Occupancy**

The Contractor agrees to let the Owner use a unit or portion of the Project prior to final acceptance.

### **Section 11 – Use of Explosives**

The use of explosives will not be permitted on this Project.

### **Section 12 – Measurement of Quantities**

Measurement for pay items in the Contract shall be as defined in the applicable Standards (Specifications) or in the Special Provisions.

All Work completed under the Contract will be measured by the Engineer according to United States standard measures. The methods of measurement and computation to be used in determination of quantities of materials furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good Engineering practice.

Longitudinal and transverse measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 1 square yard or less. The neat dimensions shown on the plans or ordered in writing by the Engineer shall be used for area computation.

The term "lump sum," when used as a pay item, will mean complete payment for the Work described.

Sundry items which are incident to or required in the construction of the Work, but are not included as items in the Bid schedule, shall be considered an integral part of the Contract, and all labor, materials, etc., required for such items shall be furnished by the Contractor and included in the appropriate unit price Bid.

### **Section 13 – Scope of Payment**

Payment for the various items in the Contract shall be made at the unit price Bid in the Proposal. Payment shall be compensation in full for furnishing all labor, materials, equipment and appurtenances necessary to complete the Work as shown on the plans and as required in the Specifications. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances for the satisfactory use and operation of said item. No additional payment will be made for Work related to any item unless specifically called for in the Contract.

Payment may be specified to be made on the basis of weight. The weighing shall be done on certified platform scales sealed by the State Inspector. The Contractor shall furnish the Engineer with duplicate Weighmaster's Certificates showing the actual net weights. The Contracting Agency will accept the certificates as evidence of the weight delivered.

The Engineer and Contractor may agree to use a weight/volume factor in computing

payment for materials specified to be measured by the cubic yard. An acceptable method of computing volumes of excavation is to determine a weight/volume factor and convert weights to volumes by means of the factor. The weight/volume factor shall be determined by Colorado Test Procedures CP22 or CP80 as described in the Colorado State Highway Division's Materials Manual. The number of tests used to determine the material weight/volume factor shall be determined by the Engineer. The locations where the tests are taken shall be at those locations specified in the "Method of Measurement" for the particular Bid item: i.e., Unclassified Excavation - in its original position; Fill Construction - in its final compacted position or as agreed upon in writing by the Engineer and Contractor.

#### **Section 14 – Alteration in Plan Quantities**

The quantities of Work on the Bid Schedule are estimates. The Owner or the Contractor shall satisfy themselves to the accuracy of the estimated quantities prior to submitting a Bid for the Work.

#### **Section 15 – Alteration in Unit Costs**

The Owner or the Contractor shall warrant all unit costs for the actual quantities of Work performed. Variations from the estimated quantities shall not be a cause for a claim for a change in Contract Price.

#### **Section 16 - Contractor Reimbursement**

The Contractor shall be reimbursed for the loss of any Work or materials already furnished according to the provisions of the Contract caused by an alteration by the Owner. Reimbursement shall be at the Unit Price. Any material purchased shall be the Contractor's invoice cost plus documented loading, storage and re-handling costs accrued to such purchase.

#### **Section 17 - Contractor Claims**

No claim shall be made by the Contractor for any loss of anticipated profits because of variations in the estimated quantities.

#### **Section 18 – Eliminated Items**

Should any items contained in the Proposal be found unnecessary for the proper completion of the Work, the Engineer shall notify the Contractor in writing to eliminate the item. Such action will not invalidate the Contract. The Contractor, by Change Order, will be reimbursed for actual Work done and all costs incurred, including mobilization of materials and equipment prior to the elimination of such items.

#### **Section 19 – Submittals**

Prior to beginning any of the Work the Contractor shall submit:

1. A list of all Subcontractors including business address and contact information of principals.
2. A construction schedule.
3. Shop Drawings for the following:
  - Helical foundation piers

- Beam brackets
4. A construction management program document for maintaining compliance with the General Conditions of Nationwide Permit 42 issued by the Army Corps of Engineers. Specific provisions to be addressed in the program document shall include, but not be limited to the following conditions:
- **Condition 11 Equipment.** Heavy equipment working in wetland or mud flats must be placed on mats, or other measures must be taken to minimize soil disturbance.
  - **Condition 12 Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated as appropriate.

### **HELICAL PILE SPECIFICATION**

The work consists of furnishing and installing galvanized helical piles as shown on the drawings. The steel helical piles shall resist the unfactored design load of 6,000 pounds with a safety factor of 2. The minimum depth of bury shall be 5 times the helical diameter or as otherwise specified by the helical pile manufacturer.

The installer may adjust the helical pile supplied if required to meet the unfactored design load. Unit prices may be adjusted to reflect the change.

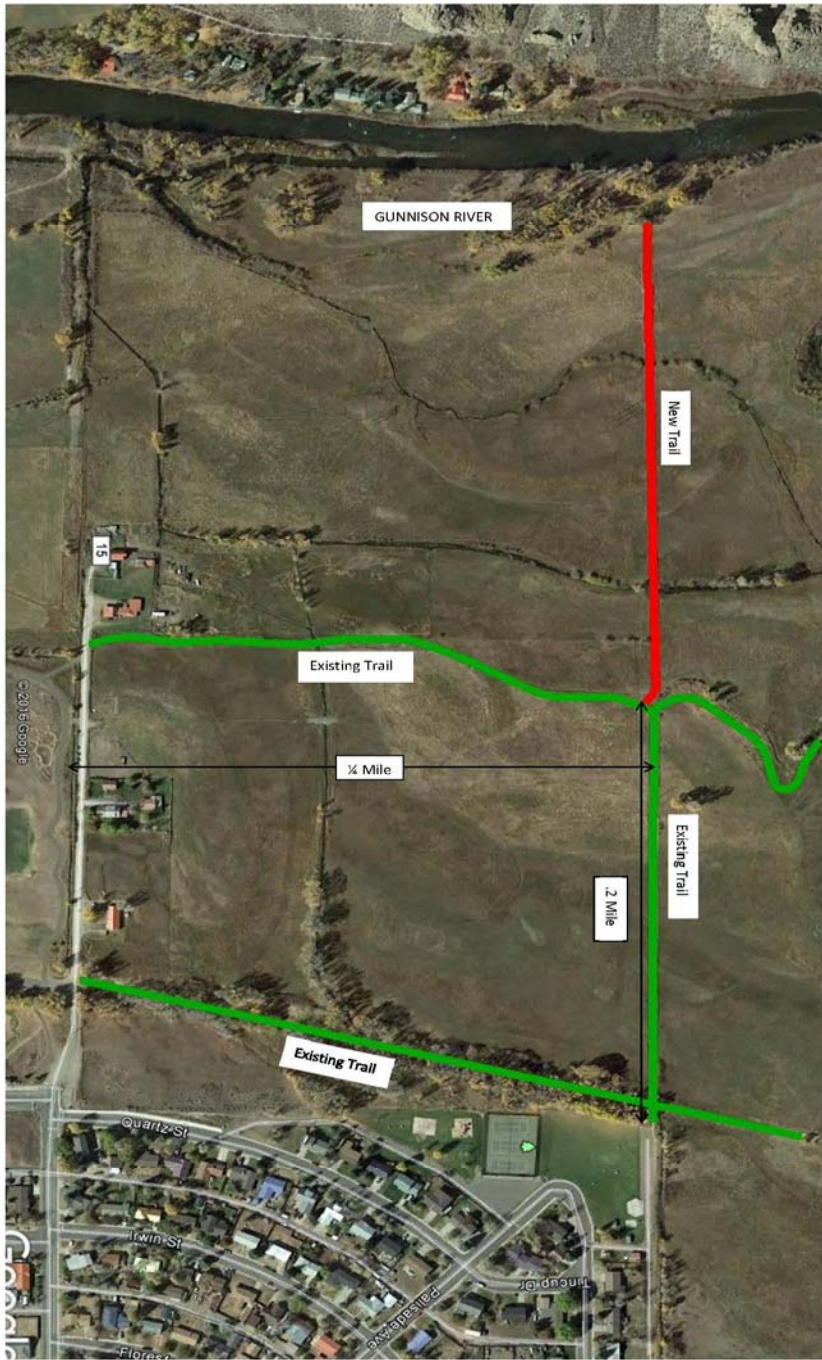
Helical piles shall be manufactured by International Marketing & Research, Inc. (IMR), Denver, Colorado, USA, under the trade name HEU -PILE® or equal.

HEU -PILE® helical piles shall be installed by an authorized IMR installing contractor who has satisfied the certification requirements relating to the technical aspects of the product and the ascribed installation techniques. Proof of current certification by IMR must be provided. For other manufacturers similar certification shall be required.

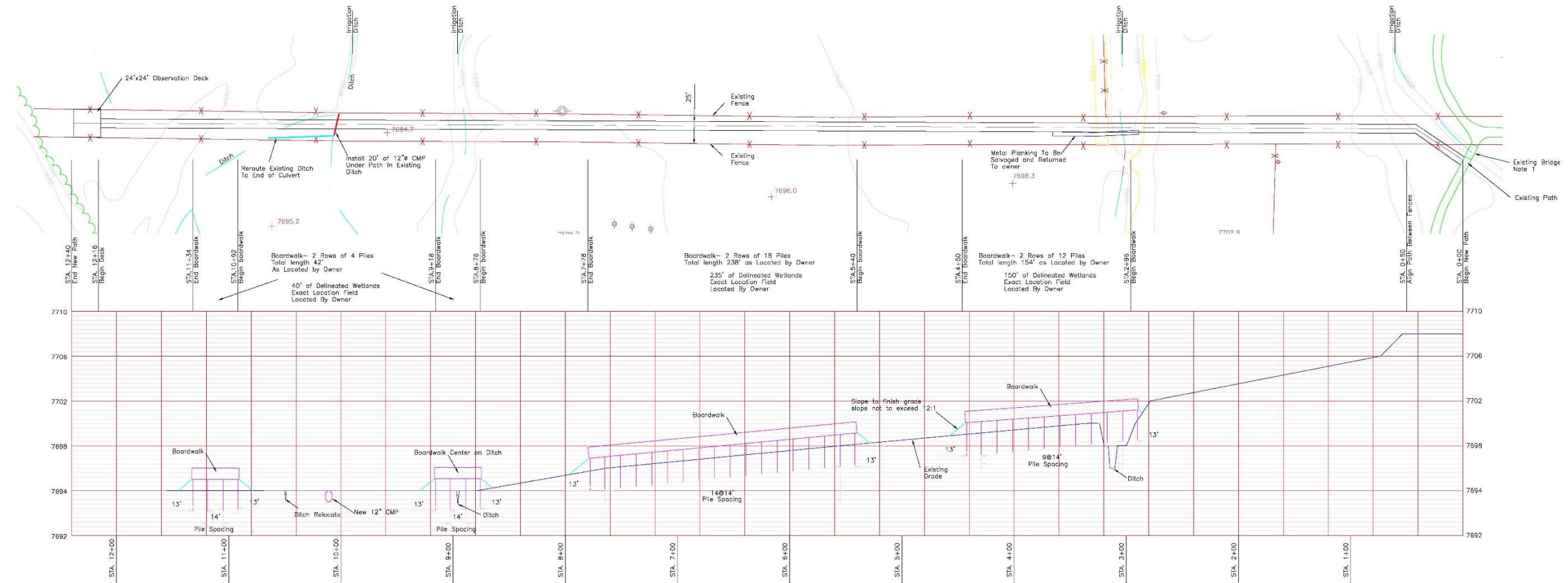
- All work as described herein shall be performed in accordance with all applicable safety codes in effect at the time of installation.
- HELI -PILE® helical piles shall be designed in accordance with the helical pile provisions of the 2009 International Building Code.
- The helical lead sections and extensions shall be solid steel, rounded corner square shaft configuration, with one or more helical bearing plates welded to the shaft.

- All piles must be corrosion protected by galvanization per ASTM B633.
- Installation units shall consist of a rotary type torque motor with forward and reverse capabilities. These units shall be either electrically or hydraulically powered.
- Installation units shall be capable of developing the minimum torque as required.
- Installation units shall be capable of positioning the HELI -PILE® helical pile at the proper installation angle. This angle may vary between vertical and 5 degrees depending upon application and type of load transfer device specified or required.
- Installation torque shall be monitored throughout the installation process.
- HELI-PILE® helical piles shall be installed to the minimum torque value required to provide the load capacities shown on the specified.
- The load transfer device shall be as shown on the drawings. The devices must be corrosion protected by galvanization per ASTM B633. Devices shall be installed within 1/8" +/- of the specified grade.
  1. Appropriate HELI-PILE® helical pile selection will consider load plus safety factor of 2, soil parameters and the installation torque versus capacity equation as per the manufacturer's recommendations.
  2. The installer shall keep a written installation record for each helical pile. This record shall include the following information as a minimum:
    - a. Project name and location.
    - b. Name of authorized and certified dealer and installer.
    - c. Name of installer's foreman or representative witnessing the installation.
    - d. Date of installation
    - e. Location of helical pile.
    - f. Description of lead section including number and diameter of helices and extensions used.
    - g. Overall depth of installation from a known reference point.
    - h. Installation torque at termination of pier.

LOCATION MAP

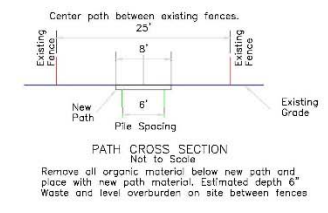
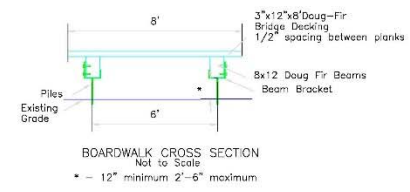






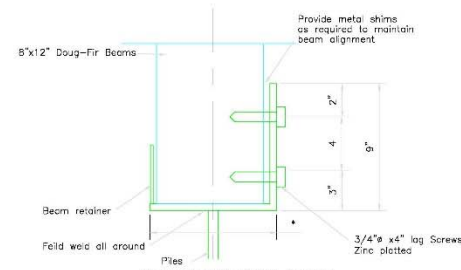
PLAN/PROFILE NEW PATH AND BOARDWALKS  
 Scale: Horiz: 1"=40'  
 Vert: 1"=4'

Note 1: Existing bridge is rated for foot traffic only  
 contractor may supply temporary culvert for  
 access across irrigation ditch



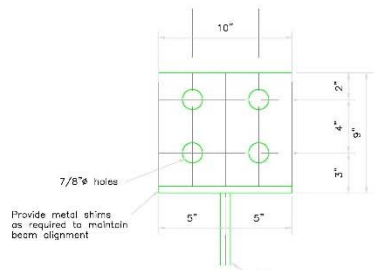
CITY OF GUNNISON  
 VAN TUYL BOARDWALK AND TRAIL  
 Date: 1/30/17  
 SHEET 1 OF 2



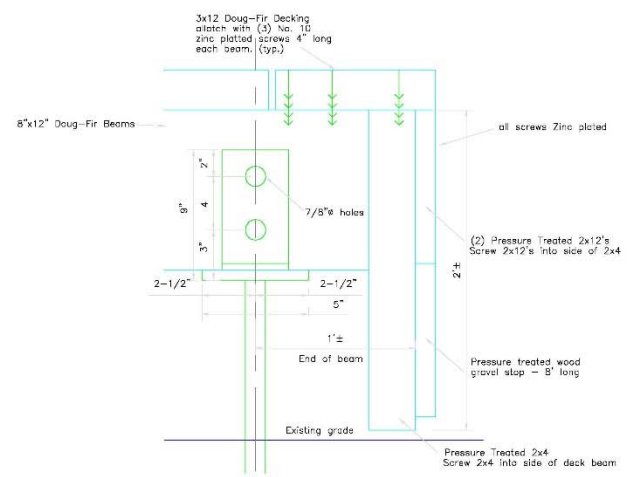


**BEAM BRACKET CROSS SECTION**  
Not to Scale  
Typical at all boardwalk and observation deck locations  
Beam brackets 1/4" steel  
hot dip galvanized after fabrication  
Clean all field welds and coat with zinc rich paint.

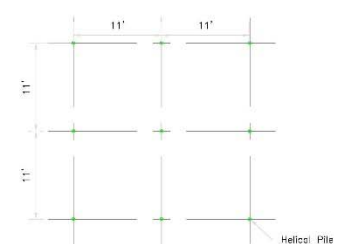
- \* 8" for 8x12 beams
- 7" for 6x12 beams
- 7" for (4) 2x12beams
- 4" for 3x2 beams
- 4" for (2) 2x12 beams



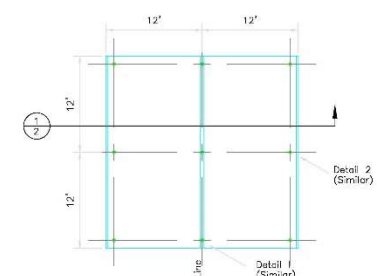
**DETAIL 2 BEAM BRACKET SIDE VIEW**  
Not to Scale  
Typical at interior locations of board walk and observation deck



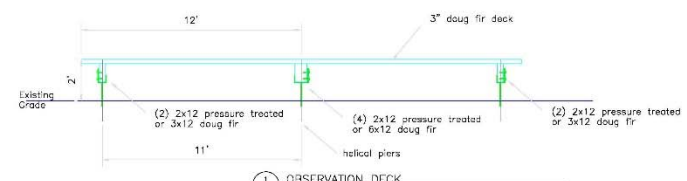
**DETAIL 1 BEAM BRACKET SIDE VIEW**  
Not to Scale  
Typical at ends of board walk and observation deck



**OBSERVATION DECK HELICAL PILE PLAN**  
Not to Scale



**OBSERVATION DECK PLAN VIEW**  
Not to Scale



**OBSERVATION DECK SECTION**  
Not to Scale