BIDDING/CONTRACT DOCUMENTS

For The
“East 12th Street and Meadow Drive Mill and Overlay” Project

Bid No. S-3-21

BID OPENING: Monday, October 5, 2020 at 2:00 p.m.

In the
City Purchasing Office
Room 307, Municipal Building
2101 O'Neil Avenue
Cheyenne, WY 82001

Inquiries Regarding This Bid Should Be Directed To:

City of Cheyenne, Purchasing Manager, TJ Barttelbort
Phone: (307) 773-1045, Email: tbarttelbort@cheyennecity.org
ENGINEER’S CERTIFICATE

I hereby certify, that I have prepared or directly supervised the preparation of these specifications, and that I am a duly registered professional engineer in the state of Wyoming.

THOMAS D. COBB, P.E.
WYOMING P.E. NO. 8287
INVITATION FOR BID  
#S-3-21

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FY 2021
PART 1 – INVITATION FOR BIDS
CITY OF CHEYENNE, WYOMING

The Governing Body of the City of Cheyenne, Wyoming (“the Governing Body”) will receive sealed bid proposals at the Office of the City Purchasing Agent, located in Room 309 of the Municipal Building at 2101 O’Neil Avenue, Cheyenne, WY 82001, until 2:00 p.m. local time on the 5th day of October, 2020, for the “East 12th Street and Meadow Drive Mill and Overlay” project.

At the aforementioned time and place, such bids that are received for the project shall be publicly opened and read aloud.

The work to be performed will be in accordance with the plans and specifications on file in the City Purchasing Agent’s office. Bidding documents may be downloaded online at https://www.cheyennecity.org/Bids.aspx.

A pre-bid meeting will be held at 2:00 P.M. on September 14, 2020, via Zoom On-Line Meeting. Please see Part 2, 25.00 PRE-BID CONFERENCE for additional clarification and information.

A bid guarantee in the amount of five percent (5%) of the total bid shall accompany any bid submitted. See Section 8.00 of Instructions to Bidders. The successful bidder shall furnish and pay for satisfactory performance and payment bonds in the amount of one hundred percent (100%) of the accepted bid. See Section 19.00 of Instructions to Bidders.

The City of Cheyenne (“the City”) reserves the right to reject any or all bids or to waive any formalities in the bidding.

Prior to the award of the contract, the City may hold bids for a period not to exceed sixty (60) calendar days from the date of opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders. Provisions of Wyo. Stat. § 15-1-113, incorporated by reference, are made an express part of the Contract Documents.

TJ Barttelbort
Purchasing Division

Publication Dates: September 4 & 11, 2020
Published in: Wyoming Tribune Eagle
PART 2 - INSTRUCTIONS TO BIDDERS
CITY OF CHEYENNE, WYOMING

1.00 **USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and contract forms which are for the convenience of bidders. Bidders shall make proposals upon the forms furnished herein and pursuant to the instructions and requirements set forth herein.

2.00 **INTERPRETATION OF DOCUMENTS**

The City will not provide oral interpretations to any bidder as to the meaning of the Contract Documents or any part thereof. If any person contemplating submitting a proposal requires interpretation or clarification regarding the meaning of any part of the drawings, specifications, or other portions of the contract documents, or finds discrepancies in or omissions from the drawings or specifications, that bidder shall submit a written request for interpretation, clarification, or correction thereof to the City of Cheyenne, hereinafter “City”. The bidder submitting the request will be responsible for its prompt delivery. Questions shall be directed to the City Purchasing Manager, by e-mail at tbarttelbort@cheyennecity.org. **Questions will be received until 5:00 pm local time on September 17, 2020, after which no additional questions will be accepted. The City will respond via Addendum, no-later-than 5:00 pm local time on September 22, 2020.**

3.00 **ADDENDA**

The City will make every interpretation, clarification, or correction to bidders by written addendum to the Contract Documents. The City will make reasonable efforts to mail, e-mail, or fax addenda to persons identified on the City’s plan-holders list, but it shall be the bidder’s responsibility to make inquiry as to the addenda issued. It shall also be the bidder’s responsibility to confirm that it is included on the City’s plan-holders list. The bidder shall acknowledge all addenda issued during the time of bidding in the bid proposal and shall be made a part of the Contract. The City will consider as incomplete any bid proposal in which all addenda are not acknowledged.

4.00 **DEFINITIONS AND TERMS**

**Contract Documents:** All documents in the bidding packet, including addenda, as identified in Part V, Article 5.

**Contract Modification:** A written document that must, at minimum, be executed by the Contractor and by the Mayor of the City of Cheyenne. A Contract Modification may require the approval of the City’s Governing Body. A contract modification must be executed to change the Contract Price, Contract Time, or to otherwise modify the Contract Agreement.

**Contract Price:** The original amount bid by the contractor, as specified in Article 4 of the Agreement and modified by any Contract Modifications.
Contract Time: Begins upon the date specified in the Notice to Proceed and consists of the number of calendar days up to and including the date specified in Part V, Article 3.

Field Order: A form issued by the City Engineer (“Engineer”) to authorize the Contractor to proceed with changes or additions to the work as described in a Work Directive or a Request for Adjustment. A Field Order may either increase or decrease quantities or authorize work for payment under a Force Account, if included in the bid, but cannot increase the Contract Price.

Force Account: A method of payment for work performed by the Contractor at the Engineer’s discretion and calculated in accordance with Part VI, Section 14.

Request for Adjustment: A form issued by the Engineer to allow the Contractor to request an adjustment of the Contract Time, the Contract Price, or to request any other modification of the Contract Agreement. The Contractor shall also use this form for submitting pricing as a result of a Work Directive.

Work Directive: A form issued by the Engineer to inform the Contractor of a change in the Work which does not alter the Contract Time, the Contract Price, or any other provisions of the Contract Agreement. If a change in the Work will increase the Contract Price, the City must approve and execute a Contract Modification before the Contractor may proceed with the Work as modified.

5.00 SITE INSPECTION AND CONTRACT DOCUMENTS EXAMINATION

Each bidder shall visit the proposed work site and become acquainted with the existing conditions of the site. Then, in preparing and submitting bids, contractors should take into account the observed existing conditions, construction necessities, required labor, facilities involved, and difficulties and restrictions that may be encountered in contract performance. If possible, the City will conduct a tour of the work areas. All interested parties should contact Doug Klahn in the City’s Construction Office, at 307-637-6289.

Each bidder should also thoroughly examine and become familiar with the Drawings, Technical Specifications, and all other Contract Documents.

The selected bidder, by executing a contract, shall in no way be relieved of any obligation under it due to the selected bidder’s failure to review or examine any form, legal instrument, or to become acquainted with existing conditions in the work area. The City will be justified in rejecting any claim based on facts which the selected bidder knew or should have been aware of as a result of inspecting the site and Contract Documents.

6.00 ALTERNATE BIDS

The City will not consider alternate bids unless alternate bid items are specifically requested by the Specifications and the bid proposal.
7.00 **BID PROPOSAL REQUIREMENTS**

Bidders shall submit all bids on forms supplied by the City, and all such bids are subject to the Contract Documents requirements. All bids shall be regular in every respect. The bidder shall not make or include any interlineation, excisions, or special conditions in the bid forms. The bidder shall explain or note, in conjunction with its signature, any erasures or other changes in the bids.

The bidder shall submit bid documents, including the Bid Proposal, Bid Guarantee, Non-Collusion Affidavit of Prime Bidders, and Sub-Contractors and Material Suppliers List, to the City Purchasing Division in a sealed envelope. The envelope shall bear the bidder’s name and address, the project name, bid number, and the date and time of bid opening in order to guard against premature opening of the bid proposal.

The City may consider as irregular any bid on which there is an alteration of or departure from the bid form provided and, at its option, may reject the bid.

Award of a contract resulting from this bid will be based on Section 15.00 below.

The bidder shall correctly fill in the blank spaces on the proposal form and state the unit or lump sum prices in the spaces provided. All proposals shall be totaled, and in the case of errors or discrepancies, the unit or lump sum prices shall govern.

Each bidder shall sign and display the name and address of the bidder in the blank spaces provided. If the bid is made by a sole proprietorship or partnership, the name and address of the sole proprietorship or partnership shall be shown, together with the names and addresses of the proprietor or partners. If the proposal is made by a corporation or other business entity, an official who is authorized to bind the corporation or other business entity shall sign in the name of such corporation or business entity.

The City will consider as incomplete and may reject any bid not displaying the information required by this Section.

City representatives and the successful bidder shall hold a pre-construction conference upon contract award. This conference will be for the purpose of reaching a complete understanding with the successful bidder concerning quality of work expected, work schedule and time of completion, work progress, and coordination of all construction.

8.00 **BID GUARANTEE**

Each bid proposal shall be accompanied by a bid guarantee which shall not be less than five percent (5%) of the bid amount.

The 5% bid guarantee may be in the form a bid bond secured and issued by a surety or guaranty company authorized to do business in the State of Wyoming or a cashier’s check made payable to the City of Cheyenne. Cash deposits, personal checks or company checks (unless certified) will not be accepted.
If the bid guarantee is to be submitted in the form of a bid bond, bidders must use the attached bid bond form. No deviation from the attached form will be allowed. If a surety company’s bid bond form is used, the wording shall be exactly as shown on the City’s bid bond form. No bid will be considered unless it is accompanied by the required guarantee. The bid guarantee shall ensure the execution of the agreement. The successful bidder shall furnish a surety bond as required by the Contract Documents.

If the Contractor (i) withdraws the bid within sixty (60) calendar days after bid opening, (ii) fails to provide performance and payment bonds, (iii) or fails to provide the minimum insurance certificates within the time required by Wyo. Stat. § 15-1-113 after the City accepts the proposal, then the bidder shall be liable to the City for default in the amount set forth on the bid bond as liquidated damages for said default.

Bid guarantees of unsuccessful bidders will be returned as soon as practicable after bid proposals are opened.

9.00 COLLABORATIVE AGREEMENTS

Each bidder submitting a bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided to the effect that he or she has not colluded with any other person, firm, or corporation in regard to any bid submitted.

10.00 STATEMENT OF BIDDER QUALIFICATIONS

Each bidder shall, upon the City’s request, submit satisfactory evidence that the bidder has practical knowledge of the particular work being bid upon, and has the necessary financial resources required to complete the proposed work. In awarding the contract, the City will give due consideration to the ability, reliability, work load, and general reputation of each bidder, as well as the City’s past experience with the bidders.

Each bidder, upon the City’s request, shall show that prior work performed by the bidder has been handled in such a manner that there are no just or proper claims against such work.

No bid proposal will be acceptable if the bidder is engaged in any other work which impairs his or her ability to finance this contract or provide equipment for the proper execution of the contract.

11.00 UNIT PRICES

If unit prices are called for, the unit price of each item in the proposal shall include the pro rata share of overhead and profit. As such, the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid equals the total bid. The City may reject as irregular any bid not conforming to this requirement. Bidders should pay special attention to this provision.

If conditions make it necessary to revise bid quantities, no limit will be fixed for such quantity revisions, provided the net cash value of all such additive and subtractive changes shall not change the original, total contract price by more than twenty percent (20%).
quantities appearing on the proposal form are approximate and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual, accepted quantities of work performed and materials furnished in accordance with the contract.

The presence of any unit bid price that generates reasonable doubt that award to that bidder would result in the lowest ultimate cost to the City may be rejected as irregular.

12.00 TIME FOR RECEIVING BIDS

Bid proposals received before the advertised time for opening bids will be kept securely sealed until the time arrives to open bids. The officer whose duty it is to open bids will decide when the specified time has arrived, and no bid received thereafter will be considered.

13.00 BID OPENING

At the time and place fixed for opening bids, the City will open and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

14.00 BID WITHDRAWAL

Bids may be withdrawn by written or faxed request at any time prior to the scheduled closing time for receipt of proposals.

15.00 CONTRACT AWARD AND BID REJECTION

The City will award the contract to the most qualified and responsible bidder, as determined in the City’s sole discretion, who submits the lowest total responsive bid shown on Itemized Bid Sheet “A” plus “B”. This bid must also be less than funds available for this project. The City reserves the right to reject a bid if the total bid shown on the last Itemized Bid Sheet is not identical to the total bid shown on the Bid Proposal Sheet, included in this Bid Packet. The City reserves the right to reject a bid if the total bid price shown on the last Itemized Bid Sheet is not calculated correctly.

The City reserves the right to reject any or all proposals or to waive any formality or irregularity in any proposal in the interest of the City. No bidder may withdraw his proposal for a period of sixty (60) calendar days after the date of opening thereof.

16.00 FUNDS PROGRAMMED

The funds programmed for construction are estimated to be sufficient to provide for the proposed work shown on the plans. In the event contract unit prices indicate a total cost of the project in excess of the allotted funds, the project length may be shortened or quantities decreased to keep the cost of work within the funds allocated to the project. Similarly, if the contract unit prices indicate a total cost of the project less than the allotted funds, the length of the project may be increased and quantities added to ensure the allotted funds for the project are used.
17.00 PREFERENCE FOR STATE LABOR AND MATERIALS

Pursuant to Wyo. Stat. § 16-6-104, Wyoming made materials and products, and Wyoming suppliers of products and materials of equal quality and desirability shall have preference over materials or products produced or supplied outside the state and any contract let shall so provide. The City shall apply the preference created by Wyo. Stat. § 16-6-104 in a manner identical to the preference for resident contractors in Wyo. Stat. § 16-6-102.

Pursuant to Wyo. Stat. § 16-6-102, the City shall award the contract to the responsible, certified resident making the lowest responsible bid, if the certified resident’s bid is not more than five percent (5%) higher than the lowest responsible, nonresident bidder.

Pursuant to Wyo. Stat. § 16-6-103, a successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by the contract to nonresident contractors.

Pursuant to Wyo. Stat. § 16-6-106, preference is hereby given to materials, supplies, agricultural products, equipment, machinery, and provisions produced, manufactured, or grown in Wyoming, or supplied by a state resident, quality being equal to articles offered by the competitors outside of the state.

Pursuant to W.S.§ 16-6-107, the structure or structures to be constructed pursuant to this invitation to bidders shall be constructed and maintained by materials produced or manufactured in Wyoming if Wyoming materials are suitable and can be furnished in marketable quantities. Preference shall not be granted for materials of an inferior quality to those offered by competitors outside of the state, but a differential of five percent (5%) shall be allowed in cost of contracts Wyoming materials produced or manufactured in Wyoming.

Pursuant to Wyo. Stat. § 16-6-203, the successful bidder shall employ only Wyoming laborers on the project, and the contract awarded to the successful bidder shall contain a provision requiring that Wyoming labor be used, except other laborers may be used when Wyoming laborers are not available for employment within the state, or are not qualified to perform the work involved. In addition, the contract shall contain a provision requiring specific acknowledgement of the requirements of this section. The successful bidder may employ laborers other than Wyoming laborers if:

(i) The successful bidder informs the nearest state workforce center of his employment needs at least eleven (11) calendar days before work is commenced;

(ii) The state workforce center certifies that the bidder’s need for laborers cannot be filled from those Wyoming laborers listed with the Wyoming Department of Workforce Services. The department shall respond to a bidder’s request for certification within ten (10) calendar days of the date the information is filed; and
(iii) The successful bidder shall also agree to promptly respond to requests from the Wyoming Department of Workforce Services for the most recent construction schedule for the project.

18.00 CERTIFICATE OF RESIDENCY STATUS FOR IN-STATE PREFERENCE

Wyoming Contractors desiring residency status for the purpose of obtaining the five percent (5%) preference for resident bidders on public works projects must be so certified by the Wyoming Department of Workforce Services. No bidder may be considered a resident for the purpose of the five percent (5%) preference unless his residency has been certified as provided in Wyo. Stat. § 16-6-101.

19.00 AGREEMENT EXECUTION, PERFORMANCE, AND PAYMENT BONDS

Subsequent to the award and within fifteen (15) calendar days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City an agreement in the form included in the Contract Documents in such number of copies as the City may require and at the same time shall also provide the insurance, Workers Compensation and Unemployment insurance certificates, and the performance and payment bonds. The performance and payment bonds will remain active for the two (2) year warranty period, which is the two (2) year period following the City’s acceptance of the substantial completion certificate. If the Contractor is required to perform corrections in the work of the project in the two (2) year warranty period, the Contractor shall provide copies of their current insurance, Worker’s Compensation, and Unemployment Insurance Certificates as required in the original project.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph “a.” above, furnish a surety bond, not less than the amount of the contract as awarded, as security for the faithful performance of the contract and a bond in an equal sum as surety for the payment of all persons, firms, or corporations to whom the successful bidder may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utilities and transportation services employed or used by him in performing the work. Such bond or bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as that of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by an authorized agent of the surety company qualified to do business in the State of Wyoming. The successful bidder shall notify the surety of any changes affecting the general scope of the project or change in the Contract Price, and the amount of the bonds shall be adjusted accordingly. The successful bidder shall furnish proof of such adjustment to the City.

The successful bidder’s failure to execute such agreement, or to supply the required bond or bonds within thirty (30) calendar days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined sufficient by the City, shall constitute a default. The City may then award the contract to the next lowest, responsible bidder or re-advertise for bids, and the bid guarantee of the bidder shall be forfeited to the City as liquidated damages as per Wyo. Stat. § 15-1-113(f). The City may also charge against the defaulting bidder the additional
difference between the amount of the original low bid and the amount for which the contract is subsequently let, if the amount exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City for a refund.

If the cost of a payment and performance bond is included in the bid, the successful bidder may receive reimbursement for the costs of the bonds subject to the following requirements. If the bond cost is not included as a bid item, the bond cost shall be deemed to have been included in the Contract Price.

Subsequent to the contract award and compliance with the conditions stated in the preceding paragraph, the successful bidder may submit a written request to the engineer in charge of the project requesting the payment and performance bid item. The successful bidder shall include with this written request, a statement from the insuring firm, indicating the bond cost based on the preliminary estimate of the cost of the contract or as adjusted by the final contract price. Payment for the bond cost will be computed on the basis of the final Contract Price or on the basis of the preliminary cost estimate of the contract, whichever is less. The payment for a payment and performance bond may be adjusted upon project completion based on approved modifications to the Contract Price.

20.00 SALES AND USE TAX PROVISIONS

The successful bidder shall abide by Wyo. Stat. § 39-15-101 et seq., and Wyo. Stat. § 39-16-101 et seq., relating to Sales and Use Taxes. In particular, the successful bidder shall abide by the guidance provided in State of Wyoming, Department of Revenue Bulletin, “Use Tax and You” issued December 5, 2012, revised July 1, 2014. This Bulletin is available on-line through the Wyoming Department of Revenue’s website. If the Contractor has difficulty locating the Bulletin, they may contact the Wyoming Department of Revenue for assistance.

The successful bidder shall cause all subcontractors to abide by and perform their work on the same terms and conditions as provided above. The successful bidder shall cause the above statements to be inserted in any contract or agreement between the successful bidder and subcontractors.

The successful bidder shall notify the Wyoming Department of Revenue, Excise Tax Division, when they begin work on any project in the State of Wyoming. The notice shall include the project name, specific project location and contract amount. Questions regarding sales and use taxes should be directed to the Wyoming Department of Revenue, Excise Tax Division at (307) 777-5204.

21.00 TRADE NAME PROVISIONS

When in the specifications or drawings, an item is identified by a manufacturer’s name, trade name, catalog number, or reference, the bidder proposes to furnish the item so identified and does not propose to furnish an “equal” unless the proposed “equal” is clearly communicated to the City by the bidder, and the bidder has obtained prior certification from the City for approval of the proposed “equal”.

City of Cheyenne / Bid S-3-21 / Page 12 of 112
The reference to a manufacturer’s name, trade name, or catalog number is intended to be descriptive, but not restrictive, and only to indicate to the bidder articles that will be satisfactory. Bids on other makes, catalog numbers, etc., will be considered, provided each bidder clearly states on the bid proposal exactly what the bidder proposes to furnish, and has submitted to the City, at least seven (7) calendar days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicate the character of the article(s) to be covered by the bid, and has obtained the prior approval of the City for the proposed “equal”.

The City reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specifications but which may comply substantially therewith.

22.00 RETAINAGE ADMINISTRATION FOR CONTRACTS EXCEEDING $50,000.00

The City will withhold five percent (5%) of the work’s dollar value completed throughout the contract term.

If requested by the general contractor, the City shall enter into an interest bearing deposit agreement with any depository designated by the general contractor, after notice to the surety, to provide an agent for the custodial care and servicing of any deposits placed with it pursuant to this act on any contract of more than fifty thousand dollars ($50,000.00) pursuant to Wyo. Stat. § 16-6-704. Interest income will be paid to the successful bidder as collected or as otherwise instructed by the successful bidder. All expenses incurred for this service will be charged to the successful bidder and deducted from payments due and retained funds.

If the City finds that satisfactory progress is being made in all phases of the contract it may, upon written request by the contractor, authorize payment from the withheld percentage. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work in accordance with Wyo. Stat. § 16-6-116.

No payments returning retainage from this fund will be made until the City has determined that satisfactory and substantial reasons exist for the payment, and the required Certificate of Completion; Affidavit of Release of Liens; Contractor’s Final Waiver of Liens; Sub-Contractor’s Final Waiver of Liens; Consent of Surety for final payment; Sworn Statement for Final Payment Pursuant to Wyo. Stat. § 16-6-116 and § 16-6-117; and Engineer’s Certificate of Completion have all been received by the City, and all the items on the punch list have been completed.

23.00 SUB-CONTRACTORS, MATERIALMEN PROTECTION UNDER A BOND OR GUARANTEE; LIMITATIONS.

For contracts of $150,000.00 or more, the Contractor shall post on the construction site a prominent sign citing Wyo. Stat. § 16-6-121 and stating that any Sub-Contractor or materialmen shall give notice to the Contractor of a right to protection under the bond or guarantee and that failure to provide the notice shall waive the Sub-Contractor or materialmen’s protection under the bond or guarantee and shall waive any right to a lien
for material or services provided. The general contractor shall post on the construction site a prominent sign citing this section and stating that any subcontractor or materialman shall give notice to the general contractor of a right to protection under the bond or guarantee and that failure to provide the notice shall waive the subcontractor or materialman's protection under the bond or guarantee.

24.00 PERMITS AND LICENSES

The Contractor shall obtain all permits necessary to execute the work. Fees will be waived for permits issued by the City. Permits may be required by other entities which are not furnished or paid for by the City. The successful bidder and its subcontractors shall be required to hold and pay for any licenses required and shall also pay for all public utility charges.

25.00 PRE-BID CONFERENCE

A pre-bid meeting will be held at 2:00 P.M. on September 14, 2020, via on-line Zoom Meeting.

Representatives of the City will be present to discuss the Project.

**Zoom Meeting Information:**

Time: Sep 14, 2020 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/84016370148?pwd=dG80U0hZWTdqODAzZm9nbmVkJ09zd09

Meeting ID: 840 1637 0148
Passcode: 7x6E8j

The Zoom Meeting will open approximately five (5) minutes before the meeting commences, for interested parties to join.
CITY OF CHEYENNE BID PROPOSAL FORM

BID NO.  S-3-21
OPEN DATE: Monday, October 5, 2020
TIME: 2:00 PM
PROJECT: East 12th Street and Meadow Drive Mill and Overlay

TO:  GOVERNING BODY
     CITY OF CHEYENNE            (Submit bids to the City Purchasing Division, Room 309, Municipal Bldg.
     2101 O’NEIL AVENUE            at 2101 O’Neil Avenue)
     CHEYENNE, WY 82001

1. Pursuant to and in full compliance with all Bidding Documents, the undersigned Bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied by the Bidding Documents, including the Drawings and Specifications, for the work above indicated for the monies stated herein, which includes all State, County and local taxes normally payable in respect to such work when done for an entity not entitled to any exemption from such taxes. The amounts stated include all allowances for profit and overhead, taxes, fees and permits, transportation, services, tools and equipment, labor and materials and other incidental costs.

2. The Bidder has carefully examined the Bidding Documents, including the Drawings and Specifications and the work site, and has fully apprised him/her-self of the conditions affecting the work to be executed, and hereby proposes to construct and complete the above-referenced project, all in accordance with the Bidding Documents, at and for the following sum, as reflected in the total on the attached itemized bid sheets:

   ____________________________________________________ Dollars
   ($________________________________________________________).

3. This Bid Proposal is accompanied by the required Bid Guarantee of five percent (5%) based upon the total cost of all items required to be bid. The City of Cheyenne is authorized to hold said Bid Guarantee for a period of not more than sixty (60) calendar days after the opening of the bids for the purpose of evaluating bids prior to award. If awarded the contract for this work, the undersigned Bidder agrees to execute the Agreement and furnish the required Bonds and Insurance Certificates within thirty (30) calendar days from the date of Notice of Award.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of bids for which this bid is submitted.
5. The undersigned bidder **has** [ ] **has not** [ ] been granted a State of Wyoming Certificate of Residency Status. If the bidder has been granted a State of Wyoming Certificate of Residency Status, the undersigned **bidder has** [ ] **has not** [ ] subcontracted more than thirty percent (30%) of the work covered by this contract to nonresident bidders, as per Wyo. Stat. § 16-6-103 regarding limitations on subcontracting by resident contractors.

Dated this ___________ day of _________________, ___________ (Month) (Year)

FIRM NAME:_____________________________________

Bidder’s Legal Stature: □Corporation
□Partnership
□Individual Sole Proprietorship
□L.L.C.
□Other:_____________________

State of Incorporation:________________________________

Bidder’s Address:_____________________________________

_________________________________________

_________________________________________

Telephone Number:_______________________

Email Address: _________________________________________

By:___________________________________________________ (Bidder’s Signature)

Title:_________________________________________________

_________________________________________

Witness

The Bidder acknowledges receipt of the following addenda to the Bid Documents (if none, so state):__________________________________

Addendum No. Dated

_________________________________________

_________________________________________

_________________________________________
<table>
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<td></td>
<td></td>
</tr>
<tr>
<td>1050.02</td>
<td>FLAGGING</td>
<td>HR</td>
<td>200</td>
<td></td>
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<tr>
<td>1050.03</td>
<td>SPECIALTY SIGNS</td>
<td>SQFT</td>
<td>20</td>
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</tr>
<tr>
<td>01563</td>
<td>SEDIMENT EROSION CONTROL AND STORM WATER MANAGEMENT</td>
<td>LS</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>02075</td>
<td>REMOVAL OF CONCRETE NOT INCLUDED IN OTHER ITEMS</td>
<td>SQ FT</td>
<td>1,280</td>
<td></td>
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</tr>
<tr>
<td>02076.01</td>
<td>COLD ASPHALT MILLING, FULL WIDTH, @ 1-1/2&quot;</td>
<td>SQ YD</td>
<td>33,300</td>
<td></td>
<td></td>
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<tr>
<td>02210</td>
<td>UNCLASSIFIED EXCAVATION, INCLUDES COMPACTED GRADING &quot;W&quot; BASE</td>
<td>CU YD</td>
<td>1145</td>
<td></td>
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<tr>
<td>02280</td>
<td>TOPSOIL, 6&quot; DEEP</td>
<td>SQ YD</td>
<td>262</td>
<td></td>
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<tr>
<td>02512.02</td>
<td>BITUMINOUS PAVING GRADING 1/2&quot; 64-28 OIL, GRANITE AGGREGATE</td>
<td>TON</td>
<td>3980</td>
<td></td>
<td></td>
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<tr>
<td>02515.01</td>
<td>R&amp;R BITUMINOUS PATCH, 6&quot; ASPHALT, GRANITE AGGREGATE, OVER 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>SQ YD</td>
<td>1003</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02515.03</td>
<td>ADDITIONAL &quot;AFTER MILLING&quot;PATCHING BITUMINOUS PATCH, 6&quot; ASPHALT, GRANITE AGGREGATE, OVER 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>SQ YD</td>
<td>1866</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02570.01</td>
<td>ADJUST WATER OR GAS VALVE, INCLUDES NEW TOP SECTION, LID AND CONCRETE COLLAR</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
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<tr>
<td>02570.02</td>
<td>ADJUST MANHOLE, INCLUDES NEW RING, LID AND CONCRETE COLLAR</td>
<td>EA</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02725.01</td>
<td>R&amp;R TYPE &quot;A&quot; INLET, COMPLETE IN PLACE</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02725.01</td>
<td>12&quot; SIDEWALK CHASE PER STANDARD DRAWING 02725-04</td>
<td>SQFT</td>
<td>31.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02805.02</td>
<td>R&amp;R EXISTING SIGN</td>
<td>EA</td>
<td>6</td>
<td></td>
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</tr>
<tr>
<td>02900</td>
<td>SEED</td>
<td>SQ YD</td>
<td>262</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02900</td>
<td>SPRINKLER HEAD, MATCH EXISTING</td>
<td>EA</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02900</td>
<td>1/2&quot; PE PIPE, &quot;SWING &quot; OR &quot;FUNNY&quot;</td>
<td>LN FT</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03320.02</td>
<td>R&amp;R 8&quot; CONCRETE PAVEMENT, INCLUDES 6&quot; COMPACTED BASE</td>
<td>SQ YD</td>
<td>22</td>
<td></td>
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</tr>
<tr>
<td>03330.01</td>
<td>R&amp;R TYPE &quot;A&quot; CURB AND GUTTER , 24&quot;, INCLUDES 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>LN FT</td>
<td>4418</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03330.02</td>
<td>R&amp;R TYPE &quot;B&quot; CURB AND GUTTER, 24&quot;, INCLUDES 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>LN FT</td>
<td>612</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
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<td>-----------------------------------------------------------------------------</td>
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<td></td>
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<tr>
<td>03330</td>
<td>TYPE &quot;C&quot; LANDSCAPE CURB</td>
<td>LN FT</td>
<td>765</td>
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<tr>
<td>03340.01</td>
<td>R&amp;R SIDEWALK 4&quot;, INCLUDES 4&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>SQFT</td>
<td>9115</td>
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<tr>
<td>03340.02</td>
<td>R&amp;R RESIDENTIAL DRIVE APPROACH 6&quot;, INCLUDES 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>SQFT</td>
<td>857</td>
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<tr>
<td>03340.03</td>
<td>R&amp;R COMMERCIAL DRIVE APPROACH 8&quot;, INCLUDES 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>SQFT</td>
<td>687</td>
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<tr>
<td>03340.05</td>
<td>DETECTABLE WARNING PLATES, 24&quot; X 24&quot; EAST JORDAN #700571 OR NEENAH # 4984-24Q</td>
<td>EA</td>
<td>144</td>
<td></td>
<td></td>
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<tr>
<td>03340.07</td>
<td>R&amp;R VALLEY PAN 8&quot;, INCLUDES 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>SQFT</td>
<td>7650</td>
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<tr>
<td>03340.08</td>
<td>R&amp;R FILLET 8&quot;, INCLUDES 6&quot; COMPACTED GRADING &quot;W&quot; BASE</td>
<td>SQFT</td>
<td>3564</td>
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<tr>
<td>04002.01</td>
<td>THERMOPLASTIC CROSSWALK BARS 18&quot; X 9'. PREMARK NO. 8431067 NON-CONTRAST OR EQUAL</td>
<td>SQ FT</td>
<td>135</td>
<td></td>
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<tr>
<td>04002.02</td>
<td>THERMOPLASTIC STOP BAR 2' WIDE, PREMARK NO. 8430566 OR EQUAL</td>
<td>SQ FT</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04002.03</td>
<td>THERMOPLASTIC &quot;SCHOOL&quot; SYMBOL, PREMARK NO. 8430566 OR EQUAL</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04002.04</td>
<td>THERMOPLASTIC &quot;BIKE&quot; SYMBOL, PREMARK No. PM602006 OR EQUAL</td>
<td>EA</td>
<td>40</td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL BID**

**COMPANY NAME:**

**ADDRESS:**

**CITY, STATE, ZIP:**

**BIDDER'S SIGNATURE:**
CITY OF CHEYENNE NON-COLLUSION
AFFIDAVIT OF PRIME BIDDERS FORM

State of: 
County of: 

________________________________, being first duly sworn, deposes and says that:

(1) S/he is (owner, partner, officer, representative, or agent) of ____________________________________________, the bidder that has submitted the attached bid;

(2) S/he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of the bidder’s agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed______________________________________

Subscribed and sworn to before me this _________ day of ______________, ________.

____________________________________
(Title)

My Commission expires_____________________
KNOW ALL MEN BY THESE PRESENTS, that____________________________, as Principal, and_________________________________________, as Surety, a corporation duly organized under the laws of the State of ____________ and authorized to do business within the State of Wyoming, are held and firmly bound unto the City of Cheyenne, Wyoming, in the full and just sum of ___________________________________ Dollars ($________________), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is herewith submitting a Proposal for___________________________________________________________________________, and the City of Cheyenne, Wyoming has required as a condition for submitting said Proposal, that said Principal deposit specified Bid Security in an amount not less than five percent (5%) of the amount of said Proposal, conditioned that in event of failure of Principal to execute the contract and furnish the required performance and payment bonds if the contract is awarded to said Principal, that said sum be paid immediately to the City of Cheyenne, Wyoming as liquidated damages, and not as penalty, for the Principal’s failure to perform.

The condition of this obligation is such that if the aforesaid Principal will, within the time required, enter into a formal contract and give such bonds as are specified in the bidding documents with surety acceptable to the City; or if Principal shall fail to do so, pay to the City the sum determined herein as liquidated damages and not as a penalty, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed, and delivered this ______day of__________, ____.

Witness

Principal (seal)

by__________________________________________

Title________________________________________

Witness

Surety (seal)

by__________________________________________

(Attach Power of Attorney)

Attorney-in-fact
List all materials suppliers and subcontractors proposed for this project and return list with bid:

ATTENTION!
Any Resident Bidder using Non-Resident subcontractors must fill in the percentage of work being done by the subcontractor.

<table>
<thead>
<tr>
<th>WORK</th>
<th>SUBCONTRACTOR OR MATERIAL SUPPLIER</th>
<th>CITY/STATE</th>
<th>% OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
BID SUBMISSION CHECKLIST

THE FOLLOWING CHECKLIST REPRESENTS THE REQUIRED FORMS TO BE EXECUTED AND DOCUMENTS TO PREPARE. THESE FORMS AND DOCUMENTS ARE TO BE INCLUDED IN THE CONTRACTOR’S SUBMITTED BID PACKAGE.

COMPLETED & INCLUDED

1. City of Cheyenne Bid Proposal Form [  ]
2. Bid Price Total [  ]
3. Itemized Bid Schedule [  ]
4. Sub-Contractors and Material Suppliers List [  ]
5. Non-Collusion Affidavit of Prime Bidders [  ]
6. Bid Security / Bid Guarantee [  ]
7. Acknowledgement of Addenda (If Any) [  ]
To Whom It May Concern:

The City of Cheyenne, having duly considered the proposals submitted on ___/____/____ for the construction of “East 12th Street and Meadow Drive Mill and Overlay”, as outlined in these Contract Documents, and it appearing that your Proposal for performing the work outlined is fair, equitable, and in the City’s best interest, the bid items are hereby accepted at the bid prices contained therein.

In accordance with the terms of these Contract Documents, you are required to execute the formal Agreement and furnish the required Performance and Payment Bonds within thirty (30) calendar days from and including the date of this notice.

In addition, you are required to furnish at the same time a copy of Certificate of Insurance evidencing compliance with the requirements for insurance stated in the Bidding Documents, including unemployment insurance, and a copy of your Worker’s Compensation Certificate.

The Bid Guarantee submitted with your Proposal will be retained until the Agreement has been executed and the required Performance and Payment Bonds have been furnished and approved. In event that you should fail to execute the contract and furnish the Performance and Payment Bonds within the time limit specified, the said bid security will be retained as liquidated damages and not as penalty for the delay and extra work caused thereby.

CITY OF CHEYENNE, WYOMING

By____________________________________

Purchasing Manager
You are hereby authorized to proceed on this date, _______________ with the construction of “East 12th Street and Meadow Drive Mill and Overlay” as set forth in detail in the Contract Documents. No work may be done at the site prior to the date stated above.

CITY OF CHEYENNE, WYOMING

By ___________________________
Purchasing Manager

The Contractor is required to return an acknowledged copy of this Notice to the City.

Acknowledged:

<table>
<thead>
<tr>
<th>Contractor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>By [Printed Name]:</td>
<td></td>
</tr>
<tr>
<td>By: [Signature]:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
This is to certify that I, _________________________, am an authorized official of _________________________, working in the capacity of _________________________, and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer/Architect that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

BY:_____________________________________
TITLE:___________________________________
FOR:___________________________________
| CITY OF CHEYENNE  
| CONSENT OF SURETY FOR FINAL PAYMENT FORM |
|-----------------|----------------------------------------|
| PROJECT NAME:   | East 12th Street and Meadow Drive Mill and Overlay |
| LOCATION:       | S-3-21 |
| PROJECT NUMBER: |                                          |
| TYPE OF CONTRACT: |                                      |
| AMOUNT OF CONTRACT: |                                   |

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

___________________________________________________________________
___________________________________________________________________

On the Payment Bond of the following named Contractor:

___________________________________________________________________
___________________________________________________________________

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner as set forth in said Surety company’s bond:

___________________________________________________________________
___________________________________________________________________

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this ________ day of ________________, ______.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix corporate seal here)

Title __________________________
TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by

A. 

B. 

C. 

D. 

in the City of Cheyenne, Laramie County, Wyoming, of which the City of Cheyenne is the Owner.

NOW, THEREFORE, this ___ day of _____________, _____, for and in consideration of the sum of

E. 

dollars, paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixture, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

(F) ____________________________ (SEAL)

(Name of sole ownership, corporation or partnership)

_____________________________________

(Signature of Authorized Representative)

TITLE: ________________________________

<table>
<thead>
<tr>
<th>INSTRUCTIONS FOR FINAL WAIVER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
</tr>
<tr>
<td>B.</td>
</tr>
<tr>
<td>C.</td>
</tr>
<tr>
<td>D.</td>
</tr>
<tr>
<td>E.</td>
</tr>
<tr>
<td>F.</td>
</tr>
</tbody>
</table>
TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by ________________________ to furnish labor and materials for ______________________ work, under a contract ____________________ for the improvement of the property described as ____________________________________________

in the city/town of ____________, County of ____________, State of _______________ of which ___________________________ ______________________ is the Owner.

NOW, THEREFORE, this _______ day of _______________, _____, the undersigned, as the Contractor for the above-named contract pursuant to the conditions of the contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the contract referenced above.

Exceptions: (List names of suppliers and/or subcontractors and amounts owed. If none, write “None.”) The City will withhold the amounts listed below from final payment due the Contractor until these obligations have been satisfied.

CONTRACTOR ________________________________________ (SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate seal here) __________________________________________(SEAL)
(Signature of Authorized Representative)

TITLE: ______________________________

ATTACHMENTS:

1. Contractor’s Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by ___________________ to furnish labor and materials for __________________________________ (work) under contract #_________ for the improvement of the property described as ______________________________________ in the city/town of ______________, County of ___________, State of ___________ of which ________________________________ is the Owner.

NOW, THEREFORE, this ____ day of ______________, _____, the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write “None.” If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:
I. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent Of Surety is required.)
II. Contractor’s Release or Waiver of Liens, conditional upon receipt of final payment.
III. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
IV. Contractor’s Affidavit of Release of Liens.

CONTRACTOR_________________________(SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate seal here)

____________________________________(SEAL)
(Signature of Authorized Representative)

TITLE: ________________________________
The present status of the account for this contract is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
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</tr>
<tr>
<td>Net Change by Change Orders to Date</td>
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</tr>
<tr>
<td>Current Contract Amount</td>
<td>$</td>
</tr>
<tr>
<td>Total Completed to Date</td>
<td>$</td>
</tr>
<tr>
<td>Less 5% Retainage</td>
<td>$</td>
</tr>
<tr>
<td>Total Earned Less Retainage</td>
<td>$</td>
</tr>
<tr>
<td>Less Previous Payments</td>
<td>$</td>
</tr>
<tr>
<td>Total Payment Due</td>
<td>$</td>
</tr>
<tr>
<td>Total Retainage Due</td>
<td>$</td>
</tr>
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</table>

**Contractor’s Certification:**

The undersigned Contractor certifies that: (1) all previous progress payments received from the City on account of work done under the Contract referred to above have been applied to discharge Contractor’s legitimate obligations incurred in connection with work covered by prior Contract Payment Request numbered one through _____ inclusive; (2) title of all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Contract Payment Request will pass to Owner at the time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by Bond acceptable to owner indemnifying Owner against such liens, security interest or encumbrance); and (3) all work covered by this Contract Payment Request is in accordance with the Contract Documents and not defective.

Date

Authorized Signature

Print Name and Title

**Payment of the above AMOUNT DUE THIS PAY REQUEST is recommended.**

Project Manager Signature

Print Name and Title

**Authorization by City Representative**

City Representative Signature

Print Name and Title
## CITY OF CHEYENNE
### ITEMIZED PAY REQUEST FORM

**CONTRACTOR:**

**PROJECT:** East 12th Street and Meadow Drive Mill and Overlay

**PAY REQUEST NUMBER:**

---

This form must be submitted with the above pay request, or submit AIA document G702 and G703.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Work/Material</td>
<td>Unit</td>
<td>Original QTY</td>
<td>Contract Unit Price</td>
<td>Original Contract Price</td>
<td>QTY Complete This period</td>
<td>Total Complete This period</td>
<td>QTY Complete from Previous Period</td>
<td>Total Complete from Previous Period</td>
<td>Total Complete (G+I)</td>
<td>Balance to finish</td>
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</table>

Signature: _____________________________  Print Name: ___________________________
ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work in an efficient and workmanlike manner in the construction of the “East 12th Street and Meadow Drive Mill and Overlay” project all in strict accordance with the Contract Documents including all addenda thereto, numbered and dated:

ARTICLE 2. RESPONSIBLE DESIGNEE FOR THE CITY. The Contractor shall in any and all matters relating to the scope of services to be provided under this Contract or any other provisions herein, contact the City Engineer, or his/her designated representative.

ARTICLE 3. TIME FRAME FOR COMPLETION. The services to be performed under this Agreement shall commence on the date stipulated in the “Notice to Proceed” that will be issued by the City. The work shall be completed by ________________. If the work has not been completed within the time stipulated above, including any extensions of time issued by the City for excusable delays, the Contractor and his/her sureties shall pay the City fixed, agreed liquidated damages, as stipulated in the Supplemental Conditions, for each calendar day of delay until the work is completed.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT. The CITY will pay the Contractor for the performance of the Contract in current funds, the sum of ____________________ Dollars ($______________). In the event there are changes in the estimated quantities shown on the Bid Proposal, the unit prices multiplied by the actual quantities shall govern, and the total contract amount will be adjusted accordingly. The City agrees to pay the above amount for contractual services in the following manner, upon receipt of appropriate documentation:

a. The Contractor will be paid on a monthly basis for percentage of estimated work completed. Submittal will be at least seven (7) business days prior to the payable due date as established
annually by the City Treasurer’s Office. The pay request shall be submitted on the Contract Payment Request Form and Itemized Pay Request or the AIA Documents G702 and G703. The engineer will review the estimate for approval prior to payment.

b. The City will withhold five percent (5%) of the dollar value of the work completed for a minimum of forty-one (41) calendar days after Notice of Final Settlement has been published in accordance with Wyo. Stat. §15-1-113(h). Upon completion of the work under this Contract, the Contractor shall submit a Contractor’s Certificate of Completion; the Consent of Surety; Final Waivers of Lien from the Contractor, and all Sub-Contractors, Suppliers and Materialmen; Affidavit of Release of Liens; Affidavit of Payment; and a current Workers Compensation Certificate. Final payment will not be made until the above documents have been received by the City and all items on the Punch List have been completed, and the advertising requirements have been met.

ARTICLE 5. CONTRACT. The executed Contract Documents shall consist of the following:

1. This Agreement;
2. Addenda;
3. Invitation for Bids;
4. Instructions to Bidders;
5. Signed Bid Proposal;
6. General Conditions and Insurance;
7. Supplemental Conditions;
8. Part IV Forms & Notices;
9. Specifications and Special Provisions;
10. Drawings.

This Agreement, together with other documents enumerated in this Article 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF, THAT the governing body of the City of Cheyenne has authorized the Mayor as Executive Officer of the City to enter into this Agreement, and that the parties hereto have caused this Agreement to be executed on the day and year in the first part herein written.

ATTEST:

CITY OF CHEYENNE, WYOMING

______________________________
Kristina F. Jones, City Clerk

______________________________
Marian J. Orr, Mayor

________________________________________
Contractor

By

________________________________________
Title

________________________________________
Address

Notary or Corporation Secretary:
SUBSCRIBED AND SWORN TO BEFORE ME
this ___ day of __________, ___
by _______________________
My Commission expires:___________

City of Cheyenne / Bid S-3-21 / Page 33 of 112
<table>
<thead>
<tr>
<th></th>
<th>CITY OF CHEYENNE PERFORMANCE AND PAYMENT BOND REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Signature of principal must be affixed to the bond.</td>
</tr>
<tr>
<td>2.</td>
<td>Signature of principal must be witnessed.</td>
</tr>
<tr>
<td>3.</td>
<td>Name of principal must be witnessed.</td>
</tr>
<tr>
<td>4.</td>
<td>The legal capacity of the principal must be stated in the caption of the bond (i.e., corporation, partnership or sole proprietorship).</td>
</tr>
<tr>
<td>5.</td>
<td>If the principal is jointly owned, all owners must sign the bond.</td>
</tr>
<tr>
<td>6.</td>
<td>If the principal is a partnership, at least two partners must sign the bond.</td>
</tr>
<tr>
<td>7.</td>
<td>Signature of the attorney-in-fact acting on behalf of the surety company must appear on the bond.</td>
</tr>
<tr>
<td>8.</td>
<td>The surety’s seal must be affixed to the signature of the attorney-in-fact (Facsimile seals are NOT acceptable).</td>
</tr>
<tr>
<td>9.</td>
<td>The surety company must be registered with the state insurance commission and qualified to do business in the State of Wyoming.</td>
</tr>
<tr>
<td>10.</td>
<td>Power of Attorney/Acknowledgment of Surety must be signed, sealed and dated with the same date as execution of bond.</td>
</tr>
<tr>
<td>11.</td>
<td>Date of written Agreement and date of bond must be same. Post-dated bonds are not acceptable.</td>
</tr>
<tr>
<td>12.</td>
<td>Bond form must be completely executed. Bonds with blank spaces, including dates, are unacceptable.</td>
</tr>
<tr>
<td>13.</td>
<td>The bond must be accompanied by a properly executed authorization of Power of Attorney. <strong>Note:</strong> The bond shall continue in force throughout the project and a two-year warranty period; and at the discretion of the City, for any additional warranty period specified in the contract documents.</td>
</tr>
<tr>
<td><strong>CORPORATE PRINCIPALS ONLY</strong></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>The person signing on behalf of the corporate principal must state his/her legal capacity and he/she must be either the president or the vice-president if it is a corporation. If the officer or person signing on behalf of the corporate principal is other than the president or vice-president, there must be attached to the bond a resolution or certified evidence of authority that such officer or person has authority to sign in behalf of the principal.</td>
</tr>
<tr>
<td>15.</td>
<td>The signature of the principal must be witnessed, or attested to if it is a corporate principal by ONLY the secretary or assistant secretary of the corporation.</td>
</tr>
<tr>
<td>16.</td>
<td>The corporate seal must be affixed to the signature of the principal. (Facsimile seals are NOT accepted).</td>
</tr>
<tr>
<td>17.</td>
<td>Each party is required to sign his/her own name.</td>
</tr>
<tr>
<td>18.</td>
<td>All changes or strike-throughs must be initialed by the resident agent or attorney-in-fact of the surety company. The surety company must be notified of such changes.</td>
</tr>
</tbody>
</table>
KNOW ALL MEN BY THESE PRESENTS:

That

________________________________________
(Name of Contractor)

________________________________________
(Address of Contractor)

a ___________________________________, hereinafter called Principal,

and ___________________________________, hereinafter called Surety, are

________________________________________
(Name of Surety)

held and firmly bound unto the City of Cheyenne, Wyoming, Municipal Building, 2101 O’Neil Avenue, hereinafter called City, 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 Principal entered into a certain contract with the City, dated the _____ day of ___________, _____, a copy of which is hereto attached and made a part hereof for the

________________________________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions, and agreements, of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety and during the two-year guarantee period, and if the Principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the City from all costs and damages which the City may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City 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 wise 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 this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original, this the ___ day of ____________, ____.

_____________________________  ___________________________
(Witness)  (Principal)  (Seal)
By_________________________

_____________________________  ___________________________
(Title)  (Address)

_____________________________  ___________________________
(Witness)  (Surety)  (Seal)
By_________________________

_____________________________  ___________________________
(Surety)  (Address)

(Attorney-in-fact)

_____________________________  ___________________________
(Wyoming Resident Agent)  (Address)

_____________________________  ___________________________
(Address)

Countersigned by:

NOTE: Date of Bond must be same date as date of Contract. If Contractor is a partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds must hold a Certificate of Authority issued by the State of Wyoming Insurance Department.
PART 6 – GENERAL CONDITIONS
CITY OF CHEYENNE, WYOMING

1.00 PROJECT SITE

East 12st Street & Meadow Drive, Cheyenne, Wyoming.

2.00 NOTICES

Any notice, correspondence, or billing required by the terms of this Agreement shall be delivered by hand or mail, prepaid, to the address of the respective party representative(s) named below:

CITY:  
Doug Klahn  
Construction Manager  
2101 O’Neil Ave.  
Cheyenne, WY 82001  
Ph: 307-637-6289

3.00 DRUG-FREE WORKPLACE

In compliance with the Drug Free Work Place Act of November 1988, the City has established an “Alcohol and Controlled Substance Policy” that pertains to alcohol and drug usage by City employees. All independent contractors under contract with the City and their employees and subcontractors are required to comply with the provisions of this policy for drug and/or alcohol usage on City property or other sites occupied by the Contractor while performing the duties and responsibilities of the contract. It is the responsibility of the Contractor to become familiar with the requirements of this policy and to inform all subcontractors and employees of their obligation to comply and to ensure their compliance therewith. If the Contractor, the Contractor’s employees, or subcontractors are found in violation of this policy, the contract may be terminated. The Contractor is an independent Contractor and shall comply with the City’s Alcohol and Controlled Substance Policy and the provisions of this section.

4.00 NONDISCRIMINATION

The parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA (42 U.S.C. § 12101 et seq.)), the Age Discrimination Act of 1975, and any properly promulgated rules and regulations thereto and all parties to this Agreement assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this Agreement on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy, qualifying disability, sexual orientation, or gender identity. The parties further assure that they will include the language of this paragraph in all agreements associated or connected in any way with this Agreement and shall cause all existing Agreements to similarly include this clause therein.
5.00 CONTRACTS FOR PUBLIC IMPROVEMENTS

Wyo. Stat. § 15-1-113 is expressly incorporated herein by this reference as though fully set forth herein.

6.00 SAFETY PROGRAMS

The City, as mandated by Occupational Safety and Health Administration (“OSHA”), has in place many safety programs. All independent contractors, their employees, and their subcontractors, under contract with the City, must be familiar with and comply with any and all applicable OSHA standards, regulations, and provisions.

7.00 INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, the Contractor shall be considered an independent contractor. Neither Contractor nor any one employed by it shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City.

8.00 CONFIDENTIALITY

To the extent allowed by law, the City and the Contractor shall treat as confidential and not disclose to others information (including technical information, experience, or data) regarding either party’s plans, programs, plants, processes, products, costs, equipment, operations, or customers which come within the knowledge of the parties, without in each instance securing the prior written consent of the other party, unless such disclosure is required by law or legal process. However, nothing shall prevent either Contractor or the City from disclosing to others, or using in any manner, information which either party can show (a) has been published or has become part of the public domain other than by acts of Contractor or the City; (b) has been furnished or made known to Contractor or the City by third parties without restrictions on its disclosure; or (c) was in either party’s possession prior to the disclosure thereof by the City or Contractor to each other. Contractor shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify City of the demand for information before Contractor responds to such demand. The City reserves the right to prohibit the release of said information as provided by law.

9.00 CONFLICT OF INTEREST

In entering this Agreement, the Contractor covenants that it presently has no interest, and shall not acquire any interest, direct, indirect, financial, or otherwise, which would conflict in any manner or degree with performance of the services hereunder. Contractor further covenants that in the performance of the Agreement, no subcontractor, or person having such an interest, shall be employed by the City. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.
10.00  **ACCEPTANCE NOT WAIVER**

The City’s approval of drawings, plans, specifications, reports, and incidental work, or materials furnished hereunder shall not in any way relieve Contractor from responsibility for the technical accuracy of the work. The City’s approval or acceptance of, or payment for, any services shall not be construed to operate as a waiver of any of the City’s rights under this Agreement or any of its legal rights under statute and common law arising out of the performance of this Agreement.

11.00  **INSURANCE REQUIREMENTS**

The Contractor shall file a Certificate of Insurance with the City verifying each type of insurance coverage listed below.

The Certificate of Insurance shall be submitted to and approved by the City before the Contractor begins to perform under this bid and the subsequent contract.

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>MINIMUM POLICY REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td><em>(Including Products and Completed Operations; Explosion, Collapse and Underground if applicable to the hazards of a specific project.)</em></td>
<td>$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td>$1,000,000 (Combined Single Limit)</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>OR</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 Each Disease-Policy Limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease/Each Employee</td>
</tr>
</tbody>
</table>

It is understood and agreed that these policies are primary and not contributory. All policies required under this contract shall be in effect for the duration of the project and contract. The Contractor shall immediately notify in writing the City Risk Manager, City Clerk, and City Attorney of any fact, circumstance, or occurrence that has resulted in, or may result in, the cancellation or substantive change of any insurance coverage required by this contract, and failure to do so shall be construed to be a breach of this contract.

The Contractor shall name the City as an additional insured on the Contractor’s insurance policies, except workers’ compensation, and the Contractor shall provide a copy of the endorsements providing this coverage.

The City has the right to reject a certificate of insurance if the City determines that the Contractor’s insurance company is widely regarded in the insurance industry as financially unstable. Any insurance company providing coverage under this contract shall have a minimum A.M. Best rating of A- (excellent).
The City has the right to review the insurance certificates of any or all Sub-Contractors used by the Contractor. Further, the City requires that the Sub-Contractors’ insurance coverages be at least equivalent to that required of the Contractor.

The City has the right to increase the required minimum limit of liability on any contract project as warranted by an increase in hazard. Examples of increased hazard include, but are not limited to, handling of hazardous materials and activities involving large congregations of people.

The City shall have the right to consult with the Contractor’s insurance agent for disclosure of relevant policy information, but the City’s non-request or non-review such policies, endorsements, or certificates shall not affect the City’s rights or Contractor’s obligations hereunder. Disclosure of relevant policy information would specifically involve, but is not limited to, exclusions, deductibles, and claims in progress which could significantly reduce the annual aggregate limit.

12.00 **INDEMNITY**

In entering into the Agreement, the Contractor agrees to hold harmless, defend, and indemnify the City of Cheyenne, its officials, employees, agents, and authorized volunteers against any and all claims and costs, including attorneys’ fees, arising during or resulting from the Contractor’s performance of the contract. The Contractor shall carry insurance as set forth in these Contract Documents. The Contractor acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City. The City does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq. for any claim arising out of performance of this agreement.

The Contractor expressly understands and agrees that although the City and the Engineer have the right under this Contract to observe and review the Contractor’s work and operations, this right shall not relieve the Contractor from any of its covenants, obligations, or duties hereunder. The Contractor shall be responsible for and hold harmless the City, the Engineer, and their representatives from all suits, actions, or claims of any character, due to injuries or damages sustained by any person or property, in consequence of any neglect in performing the work, observing safety standards or regulations, through the use of unsafe or unacceptable practices or materials in the performance of the work, the Contractor’s failure to comply with any law, ordinance or regulation or otherwise.

13.00 **PROJECT RECORD DOCUMENTS**

The Contractor shall maintain at the job site one copy of all Contract and project documents, each portion of which shall be clearly marked, “Project Record Copy”. These documents, including drawings, specifications, addenda, approved shop drawings, change orders, field orders, other Contract Modifications, and other approved documents submitted by the Contractor in compliance with various sections of the Contract Documents, shall be maintained in good condition, available at all times for inspection by the City, and not used for construction purposes.

The Contractor shall mark up the most appropriate document to show significant changes made during construction progress, and significant detail not shown in the original Contract
Documents. The information shall include, but shall not be limited to, location of underground utilities and appurtenances referenced to permanent surface improvements, and location of internal utilities and appurtenances concealed in building structures referenced to visible and accessible features of structures.

The Contractor shall keep the project record documents current and not permanently conceal any work until required information has been recorded. Upon completion of the project and prior to final acceptance, the Contractor shall submit the marked up set of project record documents to the Engineer for the City along with the “Contractor’s Certificate of Completion” found in the bidding documents. After the Engineer has inspected the work and has determined it to be substantially complete, the City will issue a “Certificate of Substantial Completion”, which will establish the date of commencement of the warranty period.

14.00 CONTRACT DOCUMENTS

The City will furnish to the Contractor, without charge, two (2) copies of the Contract Documents including technical specifications and drawings. Additional copies requested by the Contractor will be furnished at cost.

15.00 TIME FOR COMPLETION

The Contractor shall commence the work required under this contract at the time stipulated by the City in the Notice to Proceed. The Contractor shall complete the work by the following: **October 31, 2021.** Time will not be counted when the project is officially suspended by the City due to acts of God, winter shutdown, and City-originated suspensions that are necessary through no fault of the Contractor. In the latter instance, if the City suspends the work for more than ninety (90) calendar days, the Contractor may apply for a price adjustment to compensate for reasonable expenses caused by the suspension. Any application for price adjustment or Contract Time extension will be submitted to the Governing Body of the City for its consideration in the form of a Contract Modification. It will be the responsibility of the Contractor to provide sufficient documentation to substantiate any claim.

16.00 JOB OFFICES AND STAGING AREA

The Contractor and Sub-Contractor(s) may maintain office and storage facilities on the site which are necessary to properly conduct the work. These facilities’ locations shall not cause any interference to any work performed on the site. The Contractor shall consult with the City regarding the locations. Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site. The Contractor shall leave the site of the work in the condition required by the Contract.

On-site toilet facilities for employees of Contractors and Sub-Contractor(s) shall be provided and maintained in a sanitary condition. The Contractor shall remove all trace of these facilities prior to completion of the project.
17.00 THE USE OF CITY OWNED REFUSE CONTAINERS

All City contracts shall require all Contractors to use City-provided Sanitation services if available.

18.00 REFERENCE POINTS

Project survey points are provided by the City one time only, unless otherwise noted by the City in the appropriate project manual.

The Contractor shall make all surveys that will be necessary for the proper construction. The Contractor shall preserve all property pins and control points. If any of these are destroyed or disturbed due to the Contractor’s construction activities or negligence, the Contractor will be charged at the Engineer’s established hourly crew rate for replacing them, with payment for this extra work to be made directly to the Engineer by deduction from the monthly periodic estimate payments to the Contractor. The Contractor shall also be responsible for any mistakes or damage resulting from the unnecessary loss or disturbances of control points.

19.00 SEQUENCE OF WORK

The Contractor shall make every effort to complete the work in a manner and fashion that minimizes roadway closures and inconveniences to the traveling public and adjacent property owners. Once barricades are placed in the right-of-way, the Contractor shall show progress of work during normal Working Days and hours. If no progress of work is recorded for twenty-four (24) hours and no concrete is waiting for strength, the Contractor shall remove barricades, re-open the right-of-way, and provide a safe travel way for the public. If the Contractor does not re-open the right-of-way or show progress of work within twenty-four (24) hours, the City shall use any and all means necessary to re-open the area at the Contractor’s expense. The Contract Documents are compiled to support the efficient operations of the Contractor and are not intended to supplant the Contractor’s responsibility of superintendence. Special consideration regarding schedules or work sequences necessary or anticipated during the course of the project will be identified in the Special Provisions.

20.00 GENERAL TRAFFIC REQUIREMENTS

The Contractor shall provide adequate signs, barricades, lights, and flaggers, and take all necessary precautions to prevent accident or injury and to minimize inconvenience to the public during the progress of the work.

All traffic control or other protective devices shall be installed and maintained in accordance with the Uniform Manual of Traffic Control Devices or in conformance with the applicable requirements of the authority having jurisdiction in such matters. The Contractor shall provide an American Traffic Safety Services Association (“ATSSA”) certified work site supervisor to supervise all traffic control operations if the City deems necessary.

Material stored on or adjacent to public streets shall not obstruct or inconvenience the traveling public.
Streets, driveways, or other access points shall not be closed without the prior consent of the City, Engineer, and proper governmental authorities. Fire hydrants on or near the site of the work shall be accessible at all times. The Contractor shall notify affected property owners, the City and the Engineer at least 48 hours in advance of any proposed closure for construction operations including any work to be done by utility companies.

The Contractor shall submit a traffic control diagram to the City for approval before work begins. The diagram shall indicate location and type of signs, cones, flashers, flagging, reflective barricades, and all other devices deemed necessary for the proper protection of the work area.

21.00 EXISTING ROADWAYS AND OTHER PROPERTY

The Contractor shall take all necessary precautions to protect adjacent roadways, properties, improvements, and underground facilities affected by the Contractor’s operations, regardless of the facilities’ ownership.

Any existing improvements or facilities damaged by the Contractor’s operations in the performance of the work under this Agreement shall be repaired or replaced by and at the expense of the Contractor to the satisfaction of the City.

The Contractor shall be responsible for the preservation and maintenance of all existing roadways affected but not directly disturbed by the work. The Contractor shall repair, replace, or clean any roadway indirectly affected by his or her operations during the course of the project. Such work shall be accomplished by and at the expense of the Contractor without reimbursement by the City.

22.00 FINAL CLEANUP

The Contractor shall clean all sidewalks, streets and other areas affected by construction and ensure removal of all loose surface materials. All piles of excess excavation, rocks, rubbish, or other debris shall be cleaned up and disposed of. Damage to any areas by the Contractor will be repaired or replaced by the Contractor at no expense to the City. No extra compensation will be allowed for final cleaning of the site, but the cost thereof shall be included in the unit price bid for other items in the Proposal. If work is suspended for any reason, the Contractor will be required at the Contractor’s expense, prior to shut down, to provide for the public’s safety and use as directed by the City or Engineer.

23.00 ENGINEER OR INSPECTOR OVERTIME AND USE OF CITY RESOURCES:

Inspection work required beyond normal working hours by any Engineer or Inspector having authority on the project must have the City’s written approval twenty-four (24) hours in advance of scheduled work. In emergency situations, verbal approval may be given followed by written approval on the next working day. In an emergency situation, verbal approval will suffice until the next working day at which time written approval will be obtained.
The City of Cheyenne Board of Public Utilities ("BOPU") requires that requests for services on the weekend be made not later than 4:30 p.m. on the Thursday prior to need so that appropriate personnel arrangements can be made.

All costs for overtime inspection or professional services associated with the work will be paid for by the Contractor.

No City services, equipment, or personnel will be provided for this project unless specifically defined and stated in the bidding or contract documents, nor will any be provided free of charge unless expressly stated in these documents.

24.00 FORCE ACCOUNT, EXTRA WORK, AND WORK CHANGES

When the Contractor is required to do work or services under the force account or extra work, the cost for said work will be calculated using the provisions of the Wyoming Department of Transportation system for determining costs for equipment, operators and labor involved. Any extra work, additions, deletions or revisions in the work will be authorized by written Contract Modification or change orders. The Engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents in the form of a Field Order.

25.00 CONTRACT MODIFICATIONS

a. General: Contract Modifications are used to increase or decrease the total Contract Price, to alter the Contract Time, or to alter any other contract agreement provision. Each Contract Modification must be in writing, approved by the City’s Governing Body, and executed by the Mayor and Contractor.

b. A Contract Modification does not invalidate the contract or release the surety. If the parties agree to a Contract Modification, the Contractor shall perform the work in the manner required by the contract as modified, except that the Contractor shall not perform any work which is subject to the Contract Modification, until such time as the City Engineer authorizes the Contractor to proceed. The City will initiate a request to modify the Contract by submitting the proposed Contract Modification to the Contractor for review and approval.

The City Engineer or agent thereof, e.g., a project manager, may issue a Field Order to authorize the work to be paid for under the Force Account bid item or to adjust existing bid item quantities without increasing the total Contract Price. See Section 24.00. The Contractor may not begin work under any Contract Modification until the City Engineer has authorized the Contractor to proceed.

The Contractor shall use a Request for Adjustment form to request an adjustment of the Contract Time or Contract Price. The City shall have no obligation to process oral requests for modification of the Contract Time or Contract Price, and no City official shall have the authority to approve oral modification requests. Proposed adjustments may be based upon extra work necessitated by an emergency, a change of conditions, or the City Engineer’s interpretation of the contract requirements. Requests for Adjustments shall not be valid unless the Contractor has filed the request with the Engineer within:
1. Two (2) Working Days after the occurrence of the emergency or the discovery of any change in conditions which necessitates Additional Work; or


The City will pay for adjustments and modifications based on contract unit bid prices. If the Contractor’s cost of production or the character of the work is materially changed, the City may adjust the contract as specified in this section or seek a Contract Modification. The City will not pay for loss of anticipated profits resulting from adjustments or modifications, unless so specified in the adjustment or modification.

Differing Site Conditions: Before the conditions are disturbed or the affected work is performed or continued, the Contractor shall notify the City in writing if either of the following is encountered: (1) latent physical conditions that differ materially from those indicated in the contract; or (2) unusual physical conditions that differ materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract. The City will not grant or consider Contract Modifications based on differing site conditions if the Contractor does not timely notify the City within two (2) Working Days after discovering latent or unusual physical conditions.

Significant Changes in the Character of Work: The Contract Unit Price of each bid item in the proposal shall include the pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. The City may alter the contract quantities, the Work, or both as necessary to complete the project, subject to the requirement that modifications to the Contract Price may be necessary in the event the alterations significantly change the character of the work. If alterations do not significantly change the character of the work specified in the contract, the City will pay for the altered work at contract unit prices and additional mark-ups for overhead and profit are not allowed.

Either of the following constitutes a “significant change” (1) when the character of the work, as altered, differs materially in kind or nature from that specified in the contract; or (2) in accordance with the relevant section in the Instruction to Bidders, when the net monetary value of all such additive and subtractive changes in quantities of such items increases or decreases the original total Contract Price by more than twenty percent (20%).

Extra and Force Account Work: When necessary or desirable to complete the project, the City may direct the Contractor to perform unforeseen work for which there is no pay item or unit price in the contract. The City shall seek a Contract Modification in the event the City’s direction to perform unforeseen work results in an increase in the Contract Price, the alteration of the Contract Time or required any other modification of the Contract Agreement. The City Engineer may direct the Contractor to perform work under the Force Account item for minor changes or alterations in the work that do not increase the original Contract Price. All Force Account Work shall be approved with a Field Order in accordance with the above procedures.

Extra work under the Force Account item shall be paid by one of the following methods: (1) Contract unit bid prices that are representative of the work being performed, as specified in item Significant Changes in the Character of Work; and (2) Negotiated unit bid prices for items where the Contractor’s cost of production or the character of the work is
materially changed. The negotiated unit bid prices shall include the pro rata share of overhead and profit. Overhead and profit mark-up on Sub-Contractor unit bid prices shall be limited to five percent (5%); (3) lump sum, as stipulated in the order authorizing the work. Documentation for lump sum pricing shall be provided to a degree sufficient for the City Engineer to review for acceptability. Overhead and profit shall be limited to five percent (5%) on Sub-Contractor work and fifteen percent (15%) on work by Contractor’s own forces; and (4) Time and material basis utilizing approved materials, equipment, and labor costs calculated under the provisions of the latest edition of the Wyoming Department of Transportation Specifications Subsection 109.4.4.

26.00 PARTIAL USE OF SITE IMPROVEMENTS

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the Contract Documents if, in its opinion, each section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor;

The Contractor will not be responsible for any damages or maintenance costs due directly to the use of such sections;

The use of such sections shall in no way relieve the Contractor of liability arising from having used defective materials or to poor workmanship.

Any guarantee period shall not commence until the date of the final acceptance of all work which the Contractor is required to construct under this contract.

27.00 TWO YEAR WARRANTY PERIOD

If after the approval of final payment and prior to the expiration of two (2) years after the date of Substantial Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to the City and in accordance with the City’s written instructions, either correct such defective work or, if it has been rejected by the City, remove it from the site and replace it with non-defective work within thirty (30) calendar days of written notification by the City.

If the Contractor does not promptly comply with the terms of such instruction, the City may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to the City under applicable law and shall not be construed as exclusive of any other legal right or remedy available to the City.

28.00 COMPLETION AND WARRANTY

Substantial Completion. Shall be defined as when the project can be safely and effectively used by the public for its intended use, without further delays, disruptions, or other impediments and only clean up and work of a minor nature remains to be finished, as agreed to by the City Engineer or as otherwise specified. After written notice from the Contractor of Substantial Completion, the Engineer and the City shall make a determination of acceptance of substantial completion. If in agreement, the City will issue written notice of Substantial Completion at which date the contract time will stop. The Engineer will then make an inspection of the project and develop a punch list of items to be completed. The Contractor will have thirty (30) calendar days to complete all punch list items, with the exception of seasonal work item, which will be as agreed by the Engineer and the City. Liquidated damages may be assessed by the City, in accordance with Section 29.00, for every day that expires after the allotted time for the completion of the punch list.

Warranty. The specified date in the City’s Notice of Substantial Completion issued to the Contractor shall be the effective date for the beginning of the two-year warranty period.

Final Completion. After completion of the punch list, the Contractor shall issue the Contractor’s Certificate of Completion along with the marked-up Project Record Drawings in accordance with Project Documents. At that time the Engineer and the City shall inspect and if all construction provided for and contemplated by the contract is found to be complete to their satisfaction, this inspection shall constitute the final inspection and the Engineer shall make the final acceptance. The Contractor shall be notified in writing as to the date of the Final Completion.

Prior to the end of the Warranty Period, the City shall inspect the Project for defects in the workmanship or material. A written deficiency list shall be developed and provided to the Contractor. Normal wear and tear shall not be considered a deficiency. The Contractor shall promptly, without cost to the City and in accordance with the City’s written instructions, either correct such defective work or, if it has been rejected by the City, remove it from the site and replace it with non-defective work within thirty (30) calendar days of written notification by the City.

29.00 LIQUIDATED DAMAGES

For each calendar day that any work shall remain uncompleted after the contract time specified for the completion of the work provided for in the contract, the following liquidated damages charges will be deducted from any monies due the Contractor:

<table>
<thead>
<tr>
<th>ORIGINAL CONTRACT AMOUNT</th>
<th>LIQUIDATED DAMAGE CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>From ($)</td>
<td>To and including ($)</td>
</tr>
<tr>
<td>0.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td>25,000.01</td>
<td>50,000.00</td>
</tr>
<tr>
<td>50,000.01</td>
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</tr>
<tr>
<td>1,000,000.01</td>
<td>1,500,000.00</td>
</tr>
</tbody>
</table>
Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the use of additional contract time, will in no way constitute a waiver on the part of the City to any of its rights under the contract.

Unless otherwise provided in the contract, liquidated damage charges will be calculated in accordance with the table. All time in excess of the required Contract Time will be calculated on a calendar day basis.

30.00 **GOVERNMENTAL IMMUNITY**

The City and its officials and employees do not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract, or any other theory of law, based on this Agreement. The City does waive its governmental immunities solely for the enforcement of the terms and conditions of this Agreement.

31.00 **GOVERNING LAW, JURISDICTION, AND VENUE**

The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

32.00 **COMPLIANCE WITH LAWS**

This Agreement shall be governed in all respects by the laws of the State of Wyoming. The parties hereto shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this contract. The identified laws or regulations are included in this Agreement as mandated by statute or for the convenience of the Contractor. The Contractor’s attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over design and construction of the project shall apply to the Agreement throughout, and they are deemed incorporated herein. Other laws and regulations apply which are not included herein, and are within the Contractor’s duty and responsibility for compliance therewith.

33.00 **DEFAULT**

Each and every term and condition herein shall be deemed a material element of this Agreement. In the event either party shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.
34.00  REMEDIES

In the event a party declares the other party in default hereof, said party declaring default shall notify the defaulting party in writing, and such defaulting party shall be allowed a period of fifteen (15) calendar days to cure said default. In the event that the default remains uncorrected, the party not in default may elect to: (a) terminate this Agreement and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

In the event Contractor fails to strictly perform in accordance with this Agreement, the City may elect to make good such deficiencies and charge Contractor therefore.

35.00  TERMINATION

The City may, by written notice to Contractor, terminate this Agreement, in whole or in part, by giving Contractor fifteen (15) calendar days written notice. Upon receipt of such notice, Contractor shall discontinue all services affected (unless the notice directs otherwise), and deliver to the City representative within five (5) calendar days all documents belonging to the City, including but not limited to, data, drawings, specifications, reports, estimates, and summaries accumulated by the Contractor in the performance of this Agreement, whether completed or in progress. In the event of termination, the City shall pay Contractor for all work accepted as of the date of termination.

36.00  WAIVER

The waiver by either party of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or breach thereof.

37.00  SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of this Agreement is invalidated by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect.

38.00  SUCCESSORS AND ASSIGNS

All the terms, conditions, and provisions herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

39.00  ASSIGNMENT

Neither party shall assign this Agreement without prior written consent of the other party. Any delegation or assignment shall not operate to relieve either party of its responsibilities hereunder.
40.00 THIRD PARTY RIGHTS

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only the parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this Agreement. This paragraph is not intended nor shall it be construed to waive all the parties’ immunities.

41.00 FORCE MAJEURE

The performance of the Agreement by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
PART 7 - SPECIFICATIONS
CITY OF CHEYENNE, WYOMING

THE STANDARD SPECIFICATIONS GOVERNING THIS PROJECT SHALL BE THE “CITY OF CHEYENNE/BOARD OF PUBLIC UTILITIES CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS, 2014” WITH APPROVED AMENDMENTS ISSUED BY THE CITY ENGINEER AT THE TIME OF THIS CONTRACT.

IT IS THE CONTRACTOR’S RESPONSIBILITY TO KEEP CURRENT ON THESE AMENDMENTS. COPIES OF THESE AMENDMENTS ARE AVAILABLE ON THE CITY’S WEBSITE AT http://www.cheyennecity.org.

SPECIAL PROVISIONS

THE SPECIAL PROVISIONS WILL ADD TO OR REVISE CERTAIN SECTIONS OF THE “CITY OF CHEYENNE/BOARD OF PUBLIC UTILITIES CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS, 2014”. REVISED PARAGRAPHS AND ADDITIONS WILL CORRESPOND TO THE STANDARD NUMERICAL AND TITLE DESIGNATIONS.

THE SPECIAL PROVISIONS MAY ALSO INCLUDE NEW SECTIONS OF SPECIFICATIONS NOT COVERED IN THE STANDARD SPECIFICATIONS AND WILL BE NUMBERED STARTING FROM SECTION 04000.
SPECIAL PROVISIONS
FOR
CITY OF CHEYENNE
EAST 12TH STREET AND MEADOW DRIVE
MILL AND OVERLAY PROJECT
BID NO. S-3-21

August 3, 2020

Inberg-Miller Engineers
Job No. 20872-HE
These special provisions shall supplement, amend, and wherein conflict therewithin, supersede various sections of the “City of Cheyenne and Board of Public Utilities Construction Standards and Specifications, 2014” and all Amendments to date. Special Provisions may also include new sections of specifications not covered in the standard specifications and will be numbered starting from Section 04000.

SECTION 02076

COLD MILLING
EXISTING PAVEMENT

PART 3 EXECUTION

3.1 CONSTRUCTION

Modify the following:

A. The designated existing bituminous or concrete pavement shall be removed by cold-milling to the lines and limits shown on the plans or established by the Engineer. The pavement shall be removed without damage to the underlying base course or pavement surface. The cold-milling equipment shall be a power operated milling machine with the minimum capability of removing, in one pass, two (2") inches in depth. The cold-milling machine shall be capable of accurately establishing profile grades by reference of the existing pavement or from an independent grade control and shall have a positive means of controlling cross slope grade. The cold-milling machine shall be self-propelled with sufficient power, traction and stability to maintain an accurate depth of cut. The cold-milling machine shall also have an effective means of preventing dust from escaping into the air. The resulting pavement surface shall be smooth and free of excessive scarification marks or other damage, as determined by the Engineer. Correct vertical distances greater than three-eighths (3/8) inch between adjacent peak and valleys of the milled surface. Correct surface irregularities resulting from milling activities using cold milling equipment or other means acceptable to the ENGINEER at no additional cost to the City. Milled pavement materials shall become the property of the contractor. The sequence for milling will be determined based on the Contractor’s milling equipment, width of street, cross slope and thickness of pavement. The cold milling machine shall weigh not more than 75,000 pounds in full operating order with three (3) skis or 100,000 pounds in full operating order with four skis. Sweeping of streets shall be accomplished with the use of a pickup broom with sufficient water to mitigate dust.
B. Once milling is complete the ENGINEER shall inspect and mark any areas requiring patching prior to paving. CONTRACTOR shall have crews available to saw cut existing pavement. Asphalt pavements shall be patched by excavating a minimum of 12 inches of material and replacing with 6 inches compacted base and 6 inches of asphalt.

END OF CHANGES
THIS SECTION
SECTION 02190
AGGREGATES

Delete Parts 2.05 and 2.06 and replace with the following:

2.5 AGGREGATE FOR FLEXIBLE PAVEMENTS

A. When producing aggregates for flexible pavement which is to be applied to a street classified as a collector or arterial, aggregates shall be from a granite quarry. All aggregates shall be of uniform quality, crushed to size as necessary, and shall be composed of sound, tough, durable pebbles or fragments with or without natural or mineral fillers, as required. The aggregate shall be free from vegetable matter, lumps or balls of clay, adherent films of clay or other matter that would prevent thorough coating with bituminous material and shall be free from an excess of flat or elongated pieces. The crushed aggregate shall have a percentage of wear of not more than forty (40), show a sodium sulfate loss of not more than twelve (12) percent, and the plasticity index shall not exceed three (3) unless otherwise provided for in the Contract Documents or as approved by the ENGINEER.

B. Coarse aggregate shall be crushed stone or crushed gravel with one hundred (100) percent having one or more fractured faces and ninety-five (95) percent having two or more fractured faces. Coarse aggregate shall be of such gradation that when combined with other required aggregate fractions and fillers in proper proportion, the resultant mixture shall meet the graduation requirements under the composition of mixture for the specific material type. Only one (1) kind shall be used on the project except as approved by ENGINEER.

C. Fine aggregate shall consist of crushed stone, crushed gravel, or natural sand. Fine aggregate angularity shall be a minimum of forty-five (45) percent. Fine aggregate shall be of such gradation that when combined with other required aggregate fractions in proper proportion, the resultant mixture shall meet the gradation requirements under the composition of mixture for the specific material type. Only one (1) kind shall be used on the project except as approved by ENGINEER.

2.6 AGGREGATE FOR HOT PLANT MIX BITUMINOUS PAVEMENT
A. Type I Pavement aggregate shall be composed of coarse and fine aggregates combined as shown and in conformance with Subsection 2.04 herein, AGGREGATE FOR PLANT MIX BITUMINOUS BASE. Not approved for use in the CITY, unless approved in writing by the ENGINEER.

B. Type II Pavement aggregate material, prior to crushing, (one hundred (100) percent crushed) shall be of such size that not less than ninety-five (95) percent shall be retained on a sieve with square openings one-quarter (¼) inch larger than the maximum size mineral aggregate being produced, unless otherwise provided for in the Contract Documents or as approved by the ENGINEER.

C. Type III Pavement aggregate shall have not less than fifty (50) percent of the materials by weight retained on the #4 sieve with at least one (1) fractured face, unless a different percentage of fractured faces is otherwise specified in the Contract Documents. Not approved for use in the CITY, unless approved in writing by the ENGINEER.

D. The aggregate fractions for the mixture shall be sized, graded, and combined, (including RAP when specified) in such proportions that the resulting composite blend meets one (1) of the grading requirements in the following table as specified in the Contract Documents. If not specified, CONTRACTOR shall use the three-quarter (¾) inch maximum material grading specification.

E. Crush and screen reclaimed asphalt pavement (RAP) greater than two (2) inch so that all material is prepared for recycling and a uniform mixture is maintained. Handle, screen, and crush material so as not to produce unnecessary fractured aggregate or cause undue degradation. Ensure that one hundred (100) percent of RAP used for recycled plant mix pavement passes through a two (2) inch sieve. Stockpile in its own pile. Ensure that the combined virgin aggregate gradation meets the narrow band specification developed during the mix design.
## Gradation Requirements

(% by Weight Passing)

<table>
<thead>
<tr>
<th>Sieve Sizes</th>
<th>1” Max</th>
<th>¾” Max</th>
<th>½” Max</th>
<th>3/8” Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/4”</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1”</td>
<td>90-100</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>¾”</td>
<td>65-90</td>
<td>90-100</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>½”</td>
<td>55-85</td>
<td>55-90</td>
<td>90-100</td>
<td>100</td>
</tr>
<tr>
<td>3/8”</td>
<td>40-75</td>
<td>45-85</td>
<td>55-90</td>
<td>90-100</td>
</tr>
<tr>
<td>#4</td>
<td>30-60</td>
<td>30-65</td>
<td>35-70</td>
<td>45-85</td>
</tr>
<tr>
<td>#8</td>
<td>20-45</td>
<td>20-50</td>
<td>20-55</td>
<td>30-65</td>
</tr>
<tr>
<td>#30</td>
<td>5-25</td>
<td>5-30</td>
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<td>10-40</td>
</tr>
<tr>
<td>#200</td>
<td>2-7</td>
<td>2-7</td>
<td>2-7</td>
<td>2-7</td>
</tr>
</tbody>
</table>

**End of Section**
SECTION 02512

PLANT MIX PAVEMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This section consists of general requirements that are applicable to all types of bituminous pavements of the plant mix type irrespective of gradation of aggregate, kind, and amount of bituminous material or pavement use. Deviations from these general requirements shall be indicated in the specific requirements for each type.

B. This section consists of one (1) or more courses of bituminous mixture constructed on the prepared foundation in accordance with these specifications and the specific requirements of the type under contract, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established by ENGINEER.

1.2 RELATED WORK

A. Section 02190 - Aggregates.

B. Section 02514 - Crack Sealing of Asphalt Pavements.

C. Section 02515 - Asphalt Patching.

D. Section 02545 - Bituminous Materials.

E. Section 02551 - Tack Coat.

F. Section 02552 - Seal Coat.

1.3 REFERENCES


B. AASHTO M303: Lime for Asphalt Mixtures.

C. AASHTO T283: Resistance of Compacted Asphalt Mixtures to Moisture Induced Damage.

D. Asphalt Institute MS-2: Mix Design Methods for Asphalt Concrete.

1.4 SUBMITTALS

A. Mix design shall be submitted to the ENGINEER for approval. The job-mix formula (JMF) with the allowable tolerances shall be within the master range specified. The job-mix formula for each mixture shall establish a single percentage of aggregate passing each required sieve
size and a single mixing temperature. Mix designs shall be updated on an annual basis by mix verification tests performed by an independent testing laboratory. Mix verification tests shall include a laboratory batched verification point at optimal oil content and aggregate blend of the previously approved mix design. The mix verification will be approved if:

1. Do not furnish mix with virgin aggregate fractions that exceed the wide band limits or the tolerance ranges from the target JMF, in accordance with the following table:

<table>
<thead>
<tr>
<th>Sieve Description</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passing #4 and Larger</td>
<td>+5%</td>
</tr>
<tr>
<td>Sieves</td>
<td></td>
</tr>
<tr>
<td>Passing #8 Sieve</td>
<td>+4%</td>
</tr>
<tr>
<td>Passing #30 Sieve</td>
<td>+3%</td>
</tr>
<tr>
<td>Passing #200 Sieve</td>
<td>+2%</td>
</tr>
</tbody>
</table>

2. The maximum theoretical unit weight must be within two pounds per cubic foot of the previously approved mix design.

Should a change in material be made, a new job-mix formula shall be approved before the new material is used. When unsatisfactory results or other conditions make it necessary, ENGINEER may approve a new job-mix formula.

B. Mixing plant scales shall be checked as often as deemed necessary by the ENGINEER to assure their continued accuracy. CONTRACTOR shall have on hand not less than ten (10) fifty (50) pound weights for checking of the scales.

C. Mix designs shall be submitted for review to the ENGINEER a minimum of fourteen (14) days prior to anticipated use in the work.

D. During production for CITY roadways with two-hundred (200) tons or greater daily, the following shall be submitted to the CITY Construction Division on a daily basis:

   1. Gradation Verification
   2. Copy of asphalt heat chart.
   3. Copy of total day’s production quantities for the mix.
   4. Records of tank stabs and asphaltic concrete manifests throughout production period for CITY mix.
5. Lime weights and manifests shall be provided.

6. Manifests for liquid anti-strip shall be provided.

E. During production for CITY roadways with less than two hundred (200) tons daily, excluding patching, a gradation and asphalt binder content by tank stabs shall be submitted to the ENGINEER.

F. No payment shall be made for plant mix pavement until the above submittals are received and approved.

1.5 DEFINITIONS

A. Plant mix pavement is considered a surface course in all cases.

B. Plant mix bituminous base is considered a subsurface course.

PART 2 PRODUCTS

2.01 MATERIALS

A. BITUMINOUS MATERIALS

1. The percentage of bituminous material to be added to the job-mix formula shall be designated by mix design.

2. The type and grade of bituminous material shall be PG64-28 unless otherwise shown on the plans or as approved by the ENGINEER.

3. The bituminous material shall meet the applicable requirements of SECTION 02545, BITUMINOUS MATERIALS.

B. AGGREGATE MATERIALS

1. Aggregates shall meet the applicable requirements of SECTION 02190, AGGREGATES.

2. During crushing operations, the coarse and fine aggregates shall be stockpiled in separate piles in such manner that they can later be combined to meet the required specifications.

3. Stockpiled material shall meet the requirements of SECTION
02190, AGGREGATES.

4. Natural filler, when required, shall be stockpiled separately. The plans may limit or prohibit the use of crusher rejects or material from the same source as the aggregate material.

C. COMMERCIAL ADDITIVES

1. The type of commercial additive to be used will either be designated on the plans, or when no specific type is designated, any of the commercial additives conforming to either of the following requirements may be used:

   a. HYDRATED LIME - Hydrated lime shall conform to the requirements of ASTM C1097, except that not less than ninety-three (93) percent of the hydrated lime shall consist of calcium and magnesium oxides. A minimum of one and one-half (1.5) percent hydrated lime shall be used in all plant mix pavements. Hydrated lime and water shall be mixed with the aggregate prior to entering the dryer. Payment shall be subsidiary to the pavement and not by the ton. The rate of application shall be one and one-half (1.5) percent and must achieve a minimum Tensile Strength Retained (TSR) of 75%.

   b. LIQUID ANTI-STRIP AGENTS - Liquid anti-strip agents may be used provided the anti-strip agent is thermally stable and compatible with the asphalt binder. The liquid anti-strip shall be applied at the rate required to achieve a minimum TSR of 80%.

D. COMPOSITION OF MIXTURES

1. The bituminous plant mix shall be composed of a mixture of aggregate, natural filler or commercial additive, if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resultant composite blend meets the job-mix formula. The suggested job mix formula may require adjustments due to variation in aggregate, gradation, or other actual field conditions encountered.

2. Do not furnish mix with virgin aggregate fractions that exceed the wide band limits or the tolerance ranges from the target JMF, in accordance with the following table:
Passing #4 and Larger Sieves  ± 5%
Passing #8 Sieve  ± 4%
Passing #30 Sieve  ± 3%
Passing #200 Sieve  ± 2%
Bituminous Material  ± 0.25%
Mixing Temperature  ± 20°F

a. The physical properties of the mix design and plant mix product during production shall meet or fall within the following mixture properties:

Voids, Total Mix 3-5%
Voids in mineral aggregate 13%-16%
Stability (lbs) 2000 Minimum (50 Blows)
2500 Minimum (75 Blows)
Flow 8-18
Tensile Strength Retained 75% Minimum w/ Lime (AASHTO T283)
Additive; 80 Minimum w/ Liquid Anti-Strip
Film Thickness 8-12
Aggregate Moisture 4.0% Minimum

b. Asphalt Binder Content will be determined on two-hundred (200) tons or more by determining asphalt binder used as a percentage of plant mix produced. The binder’s weight (mass) will be determined from delivery invoices and the quantity of material remaining in the storage tank at the end of a day’s production. The calculation to determine content will include all material used during the day’s production of plant mix, including asphalt binder and plant mix not incorporated into the project.

c. If the oil content is between ± 0.25% and ± 0.5%, of the approved mix design, the plant will be shut down and plant will be recalibrated before production is resumed. A letter will be sent to the project engineer explaining correction. If the oil content exceeds ± 0.5% based on tank stabs on production tons of two-hundred (200) tons or more, asphalt paving will be removed and replaced.

3. In general, the point of acceptance for the aggregate shall be after the material has passed through the gradation unit and prior to the addition of bituminous material. If this point of acceptance proves
unsatisfactory, an alternate point of acceptance may be selected by ENGINEER.

PART 3 EXECUTION

3.1 PREPARATION

A. CONDITIONING OF EXISTING SURFACE

1. Irregular surfaces of existing pavements or bases shall be brought to uniform grade and cross section as directed.

B. PREPARATION OF BITUMINOUS MATERIAL

1. The bituminous material shall be heated to the specified temperature in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature at all times and in conformance with SECTION 02545, BITUMINOUS MATERIALS.

C. PREPARATION OF AGGREGATE

1. The aggregates for the mixture shall be dried and heated to the required temperature. Flames used for drying and heating shall be properly adjusted to avoid damage to the aggregate or coating the aggregate with soot, oil, or other contaminants. Burner fuels may be specified by ENGINEER in the Special Provisions.

D. MIXING

1. After the required amounts of aggregate and bituminous material have been introduced into the mixer, the materials shall be mixed until a complete and uniform coating of the particles and a thorough distribution of the bituminous material throughout the aggregate is secured.

2. For hot mix bituminous pavement, the mixture shall be produced at the lowest possible temperature that will produce a workable mix within the application temperatures specified under SECTION 02545, BITUMINOUS MATERIALS. The bituminous material and aggregate shall be introduced into the mixer within the specified temperature range and shall be within 25°F of each other.
E. BITUMINOUS MIXING PLANT - GENERAL

1. Sufficient storage space shall be provided for each size of aggregate, and the different aggregate sizes shall be kept separated until they have been delivered to the cold elevator feeding the dryer.

2. Plants used for preparation of bituminous mixtures shall conform to all requirements under subsection 3.01(F) below. In addition, dryer-drum mixers shall conform to the requirements under subsection 3.01(H) herein.

3. Mixing plants shall be of sufficient capacity and coordinated to adequately handle the proposed bituminous construction.

F. REQUIREMENTS FOR ALL PLANTS

1. Scales shall be accurate to one-half (½) percent of the maximum load that may be required. Poises shall be designed to be secured in any position to prevent inadvertent change of position. CONTRACTOR may provide an approved automatic printer system which will print the weights of the material delivered, provided the system is used in conjunction with an approved automatic batching and mixing control system. Such weights shall be evidenced by a weigh ticket for each load.

2. Tanks for the storage of bituminous material shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the tank. Provision shall be made for measuring and sampling storage tanks.

3. The plant shall be provided with accurate mechanical means for uniformly feeding the aggregate into the dryer so that uniform production and uniform temperature will be obtained.

4. The plant shall include a dryer or dryers which continuously agitate the aggregate during the heating and drying process. For cold-type bituminous mix, equipment for mechanical cooling of the dried aggregate to the temperature prescribed for cold mixtures shall be provided and shall be capable of supplying prepared material for the mixer to operate at full capacity.

5. The plant shall include storage bins of sufficient capacity to supply the mixer when it is operating at full capacity. Bins shall be
arranged to assure separate and adequate storage of appropriate fractions of the mineral aggregates. Separate dry storage shall be provided for commercial additives when used, and the plant shall be equipped to feed such material into the mixer. Each bin shall be provided with overflow pipes of such size and at such location as to prevent backing up of material into other compartments or bins.

6. The plant shall be equipped with suitable sampling devices or facilities to insure representative samples. If ENGINEER is unable to obtain samples which represent the material being accepted for incorporation into the project, CONTRACTOR shall make necessary adjustments or revisions to the plant before any further mixing is done.

7. Satisfactory means, either by weighing, metering or tank stabs, shall be provided to obtain the proper amount of bituminous material in the mix. The accuracy of bituminous content measured either by weighing, metering or tank stabs, may be checked by computing the daily yield of total material being processed.

8. Thermometric Equipment:

   a. An armored thermometer of adequate range in temperature reading shall be fixed in the bituminous feed line at a suitable location near the charging valve at the mixer unit.

   b. The plant shall also be equipped with an approved temperature recording device so placed at the discharge chute of the dryer as to register automatically or indicate the temperature of the heated aggregates or plant mix. The printed temperature recordings shall be furnished to ENGINEER after each day’s run.

9. The bituminous mixture shall be weighed on approved scales. Such scales shall be inspected as often as ENGINEER deems necessary to assure their accuracy.

G. REQUIREMENTS FOR DRYER-DRUM MIXER

1. The plant shall be equipped to control aggregate gradation as described for cold feed control. The total cold aggregate feed shall be weighed continuously by an approved belt scale. When tested for accuracy, the weighing system shall register within ±
0.5%.

2. An automatic digital record of the dry aggregate and the asphalt shall be displayed, recorded and totaled in appropriate units of weight and time. A positive interlock shall be provided between the dry weight of the aggregate and the bituminous material. The flow of the bituminous material shall be adjusted to compensate for the changes in the dry weight of the aggregate.

3. The dryer-drum mixer shall be capable of drying and heating the aggregate to the moisture and temperature requirements. A uniform mixture of aggregates and bituminous material shall be produced. The plant shall have a temperature recording device at the discharge chute of the dryer.

H. REQUIREMENTS FOR ADDING HYDRATED LIME

1. Provide a mechanical mixing device that creates a uniform and homogeneous mixture with all aggregate particles coated with hydrated lime as approved by the ENGINEER.

2. Equip the mixing plant with facilities to weigh check samples and to calibrate gate openings and metering devices. Equip with weighing or metering devices (such as a vane feeder with a calibrated revolution counter) to determine the rate of hydrated lime introduced into the aggregate while the plant is in full operation. Do not use belt scales.

3. Use a spray bar or other approved method to wet the aggregate uniformly. Equip the plant with devices that meter the water and hydrated lime into the mixer. Interlock and synchronize the metering devices and feeders to maintain a constant rate of hydrated lime and water to the aggregate.

4. To control the daily quantity of hydrated lime added to the aggregate and to facilitate calibration of the metering devices, place the bulk storage container from which hydrated lime is metered on scales or equip with load cells to enable the accurate measurement of the remaining weight [mass] in the container at the end of each day. Do not use strain gages.

5. Use a pug mill with a mixing chamber to mix the hydrated lime and water with the aggregate. Keep the materials in the chamber until obtaining a uniform and homogeneous mixture of lime, water, and aggregate. Do not use devices that allow the materials to drop directly through the mixture paddles.
6. Locate the pug mill to allow inspection of the mixture during mixing and after discharge from the mixer. Make the belt from the pug mill to the dryer accessible for sampling. Provide a template of the belt for taking a sample to determine moisture content. Moisture shall be 4% minimum or as determined by ENGINEER.

7. Mix the hydrated lime and water with the aggregate before they enter the dryer.

3.2 APPLICATION

A. The temperature of the mixture prior to lay down shall not be more than 25°F less than the mixing temperature.

B. Plant mix wearing course shall be placed between the dates of April 15th and November 15th unless otherwise specified by ENGINEER.

C. Bituminous plant mix shall not be placed on any wet pavement surface; when the atmospheric temperatures are less than those specified in the following table; or, when weather conditions otherwise prevent the proper handling or finishing of the bituminous mixtures:

<table>
<thead>
<tr>
<th>COMPACTED THICKNESS</th>
<th>SURFACE</th>
<th>SUBSURFACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1&quot;</td>
<td>60</td>
<td>55</td>
</tr>
<tr>
<td>1&quot; - 2&quot;</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>&gt; 2&quot;</td>
<td>40</td>
<td>35</td>
</tr>
</tbody>
</table>

D. Spot leveling or the bottom lift of a leveling course may be placed at 50°F if additional courses are placed on the same contract.

E. HAULING EQUIPMENT

1. Trucks used for hauling bituminous mixtures shall have tight, clean, metal beds which have been thinly coated with a minimum amount of paraffin oil or other approved material to prevent the mixture from adhering to the beds. This material shall not be used in amounts which will contaminate the mixture.

E. SPREADING AND FINISHING
1. The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. When the total compacted thickness of the mat is to be in excess of three inches, it shall be placed in two (2) or more lifts. The compacted thickness of any one (1) lift in multiple-lift construction shall not exceed three (3) inches.

3. Except on tapers, narrow median areas, shoulders, and other such areas of irregular shape, limited length or restrictive width, or such other areas as directed, the paver screed shall be controlled by the automatic screed control described under subsection 3.02(G) herein.

4. CONTRACTOR shall furnish, place, and maintain such materials, devices, and equipment as may be required to provide specified independent line and grade control references and other controls which may be required for proper execution of the work.

5. Line and grade control for use with automatic paver control systems shall be an independent control reference consisting of:
   
a. A tightly stretched wire or string line offset and paralleling true line for pavement edge and established grade for pavement surface; or

   b. A floating beam of not less than twenty (20) feet in length attached to the paver and riding on previously placed base or pavement material. The beam shall be equipped with a floating string or other device that will actuate the automatic screed control in reference to the base on which it is riding. Unless otherwise permitted by ENGINEER, the first ribbon of the first course of pavement material shall be controlled by the independent control wire. Subsequent ribbons may be controlled by the beam reference system; or

   c. Non-contact electronic sensors may be used.
6. The longitudinal joint in one (1) layer shall offset that in the layer immediately below, by at least six (6) inches. The longitudinal joints in the top lift need to coincide with the centerline and/or planned lane lines of the roadway unless otherwise shown in the plans or approved by the engineer.

7. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked and luted by hand tools. For such areas the mixture shall be dumped, spread, and screeded to give the required compacted thickness.

8. Asphalt shall extend over lip of gutter on inflow curb and gutter ¼" to ½", on outflow curb and gutter asphalt shall be flush with lip of gutter. At all ADA ramps asphalt shall be flush with lip of gutter to facilitate wheelchair and other supportive devices movements.

B. BITUMINOUS PAVERS

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or strikeoff assembly, heated, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans. Pavers used for shoulders and similar construction shall be capable of spreading and finishing courses of bituminous plant mix material in widths shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed.

3. The screed or strikeoff assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

4. Pavers shall be equipped with a paver control system which will automatically control the laying of the mixture to specified transverse slope and established longitudinal grade. The paver control system shall be automatically actuated from an independent line and grade control reference and through a system of mechanical sensors and sensor directed devices which shall maintain the paver screed at the proper transverse slope and at proper height to establish the top surface of the finally
compacted mixture at specified slope and grade. In case of failure of the control system, the paver shall be operated by mechanical control only until the material under production at the time of breakdown is laid.

5. The paver shall be capable of being operated, when laying mixtures, at forward speeds consistent with satisfactory laying of the mixture.

C. ROLLERS

1. All rollers shall be in good condition, capable of reversing without backlash, and shall be operated at speeds slow enough to avoid displacement of the bituminous mixture. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. The use of equipment which results in excessive crushing of the aggregate will not be permitted.

2. The pneumatic-tired roller shall be self propelled with a total weight, including ballast, not greater than thirty (30) tons. The roller shall be constructed so contact pressure may be varied between forty (40) psi and ninety (90) psi. Each roller shall be equipped with not less than seven (7) wheels with tires of equal size and ply and having a smooth tread design. The wheels shall be staggered on the front and rear axles to provide complete coverage, have a system for uniformly moistening each wheel without an excess of water, and have close-fitting scrapers for each wheel. The tire pressures shall not vary by more than five (5) psi between individual tires from the designated pressure.

D. COMPACTION

1. Immediately after the bituminous mixture has been spread and struck off and the surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. Rolling shall be continued while the mixture is in a workable condition until all roller marks are eliminated and, unless otherwise designated on the plans, until a minimum of the required density (see table below), as established by test results as determined by an approved laboratory, has been obtained. Samples shall be taken in accordance with ASTM D5361, or density shall be determined by the use of properly calibrated nuclear density gauge.
## TABLE OF MINIMUM DENSITY REQUIREMENTS

<table>
<thead>
<tr>
<th>Activity</th>
<th>Density Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>New construction inside city right-of-way.</td>
<td>92% of theoretical maximum density as established by ASTM D2041.</td>
</tr>
<tr>
<td>Construction outside the city right-of-way (patching, parking lots).</td>
<td>94% of maximum density as established by ASTM D1559.</td>
</tr>
<tr>
<td>Patching inside city right-of-way.</td>
<td>94% of maximum density as established by ASTM D1559.</td>
</tr>
<tr>
<td>Overlays.</td>
<td>Density requirement shall be achieved when a determined number of passes of a steel wheel roller establishes the compaction of the mix no longer increases as determined by use of a nuclear density gauge.</td>
</tr>
</tbody>
</table>

2. The number, weight, and type of rollers furnished shall be sufficient to obtain the required compaction without undue displacement, cracking, or shoving.

3. When the pavement is placed by machines in echelon or abutted against a previously placed lane, the longitudinal joint shall be rolled first, followed by the regular rolling procedure. On superelevated curves, the rolling shall begin at the low side and progress to the high side by overlapping of longitudinal trips parallel to the centerline.

4. Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required. Care should be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture.

5. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid shall not be permitted.

6. Along forms, curbs, headers, walls, and other places not accessible
to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or mechanical tampers. On depressed areas, a trench roller may be used, or cleated compression strips may be used under the roller to transmit compression to the depressed area.

7. Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture, which shall be compacted to conform with the surrounding area. Any area showing an excess or deficiency of bituminous material shall be removed and replaced.

E. JOINTS

1. Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by ENGINEER. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. When directed by ENGINEER, a brush of bituminous material shall be used on contact surfaces of transverse joints just before additional mixture is placed against the previously rolled material.

3.2 PROTECTION

A. During any delays or suspensions of work, as outlined in the Contract Documents, CONTRACTOR shall be responsible for maintaining the quality of all leveling courses until the placement of additional courses. Maintenance of leveling courses because of delays or suspension of work shall be done at CONTRACTOR’s expense unless otherwise specified in the Contract Documents.

3.3 QUALITY CONTROL

A. The surface shall be tested by ENGINEER using an approved a ten (10) foot straightedge provided by the CONTRACTOR at selected locations. The variation of the surface from the testing edge of the straightedge between any two (2) contacts with the surface shall at no point exceed one-quarter (¼) inch. All humps
or depressions exceeding the specified tolerance shall be corrected by removing defective work and replacing it with new material, or as directed by the City Engineer’s office.

B. CONTRACTOR shall perform gradation verification testing every five hundred (200) tons of material produced. Particle size analysis sample to be taken at the hot mix plant from the cold feed belt.

C. Minimum compaction of the mat shall be in accordance with the table indicated in Section 3.02.1.1 as established by ASTM D2041 or ASTM D6926 and D2726. Density shall be determined by coring in accordance with ASTM D5361 and compaction verified by ASTM D1188 or ASTM D2726. The rate of testing shall be every five hundred (500) tons or every three hundred (300) linear feet of street. The use of a nuclear density gauge, per ASTM D2950, is acceptable for quality control and acceptance. To use for quality control and acceptance, a nuclear density gauge must be correlated by coring and must be based on a minimum of seven (7) cores. Samples for determining maximum density shall be taken in accordance with ASTM D979. Testing will be paid by for the CONTRACTOR.

D. Testing for moisture after pug mill shall be once per day when producing for CITY roads.

**PART 4  METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

4.1  METHOD OF MEASUREMENT

A. Plant mix bituminous pavement shall be measured by the ton.

B. Weigh tickets shall be issued for each load either by an automatic printer system as described under subsection 3.01(F) herein, or by a weighman. In the case of a nonautomatic plant, an inspector may be assigned to check the scales and metering devices during the batching process.

C. No deduction shall be made for the weight of bituminous material in the mixture.

D. When specified in the contract as pay items, the quantity of bituminous materials and commercial additive shall be the number of tons of each used in the accepted work.

4.2  BASIS OF PAYMENT

A. All work performed and measured as prescribed above shall be paid for as provided in the respective sections for each type specified.
B. Work prescribed in subsection 3.01(A) herein shall be paid for at the contract unit prices for the material used. Payment shall be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Mix Bituminous Base</td>
<td>Ton or Sq. Yd.</td>
</tr>
<tr>
<td>Plant Mix Bituminous Pavement</td>
<td>Ton or Sq. Yd.</td>
</tr>
<tr>
<td>Plant Mix Wearing Course</td>
<td>Ton or Sq. Yd.</td>
</tr>
<tr>
<td>Leveling Course</td>
<td>Ton</td>
</tr>
</tbody>
</table>

END OF SECTION
SECTION 02515

ASPHALT PATCHING

Delete Parts 4.01 and 4.02 and insert the following:

4.01 A. Asphalt patch shall be measured edge to edge of completed patch, including milled tie-in, and measured by the square yard complete in place.

4.02 A. Payment shall constitute full compensation for all material, excavation, base course fill, tack coat, asphalt, milling, equipment, testing, tools and labor, and for the performance of all work and incidentals necessary to complete this item.

B. Pay shall be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Patching 4”</td>
<td>SqYd</td>
</tr>
<tr>
<td>Asphalt Patching 6”</td>
<td>SqYd</td>
</tr>
</tbody>
</table>

END OF CHANGES
THIS SECTION
SECTION 02551
TACK COAT

Delete 3.01;A and insert the following:

3.01   A. The existing surface shall be patched and cleaned and shall be free of irregularities to provide a reasonably smooth and uniform surface to receive the treatment. Unstable corrugated areas shall be removed and replaced with suitable patching materials. Payment for the patching shall be made at the contract unit price for the various items used unless a reconditioning item is included in the contract. All asphalt and concrete edges which are adjacent to new pavement shall be cleaned to permit the adhesion of bituminous materials.

Delete 3.03;A4 and insert the following:

3.03   A. APPLICATION OF BITUMINOUS MATERIAL

4. Tack coat shall be applied to all asphalt and concrete surfaces abutting asphalt.

END OF CHANGES THIS SECTION
SECTION 02570
ADJUSTING STREET FIXTURES

PART 3 EXECUTION

3.1 METHOD OF CONSTRUCTION

Add the following to Part 3.01;C:

1. Lowering of manholes and valves prior to milling shall be completed by removing the concrete collar around the street fixture, then carefully removing the fixture. Any debris dropped into the hole is the contractor’s responsibility to remove. Any debris allowed to fall into a sanitary sewer manhole shall be cleaned out immediately. If the CONTRACTOR cannot retrieve the material from manhole CONTRACTOR shall call BOPU immediately for assistance. BOPU may charge for their assistance. Any sewer backups resulting from the contractor causing debris to clog a sewer line shall bare the sole responsibility and shall be solely liable to repair all damage to any business or residence and is responsible for all clean up and restoration to the owner’s and City’s satisfaction.

Add the following:

H. Manhole lids and frames and valve box tops and lids to be adjusted within pavement areas shall be removed and replaced with new lids, frames and valve box tops. Removed items shall become the property of the CONTRACTOR and shall be disposed of in accordance with State and local laws.

I. The CONTRACTOR shall coordinate with private utilities for adjustment of structures not owned by the CITY or the BOARD OF PUBLIC UTILITIES. Structures shall not be adjusted until coordination is complete.

END OF CHANGES THIS SECTION
SECTION 02900

LANDSCAPING

PART 1

Add the following to Part “1”:

1.6 LANDSCAPING AS IT PERTAINS TO CITY ROW PROJECTS

A. Prior to beginning any project that affects a property owner's landscaping at the rights of way, the contractor shall, in addition to the standard 48 hour construction notice, contact the property owner to discuss details of the necessary changes to their landscaping and sprinkler system.

B. Prior to beginning any excavation on the project, all attempts will be made to determine if a sprinkler system exist and then locate and protect all sprinkler heads and lines. If it is determined by ENGINEER that a system has been negligently damaged, the responsibility of replacement will be the CONTRACTOR’S at no cost to the City.

C. Any disturbance to the landscaping during the project, particularly that adjacent to private property, shall be returned to its original condition as each area is completed. That includes but is not limited to sod, seed, topsoil, fencing, timbers, fabric, rock, sprinklers, etc. If it becomes necessary to replace any of these items, every effort will be made to match original materials. When replacement of sprinklers is required they shall match the original equipment in brand, style, size and performance and must be installed by a competent person to the proper depth and spray pattern. The decision to replace with seed or sod will be determined by the City Engineers Office.

D. Every effort shall be made to keep the affected area to a minimum but not less than six (6) inches beyond the edge of the new concrete. Upon completion of concrete placement, it shall be backfilled with topsoil and finished with the appropriate landscape material. Topsoil used in this instance will not be paid as a landscaping item but will be included in the contractor’s unit price for that particular task i.e.: sidewalk, curb and gutter, etc.

PART 2 MATERIALS
Delete 2.01 Part B and insert the following in its place:

B. Lawns, seed: New crop lawn seed mixture, composed primarily of dwarf tall fescue.

Add the following to 2.01 Materials:

I. Weed barrier and bark or landscape rock
   1. Weed barrier shall be of the type and brand which allows for moisture to pass through but blocks light.
   2. Bark shall be cedar chips or other approved materials that closely matches those materials which are currently in place.
   3. Rock may be of several different types and colors. Landscaping rock shall match as closely as possible to existing and to the satisfaction of the adjacent property owner.

J. Adjust, relocate or modify sprinkler systems.
   1. This work shall be completed with materials equal to or better than existing materials used in the existing system.
   2. Any work on control valves or wiring shall be compatible with the existing system.
   3. Any sprinkler head replacement shall be equal to or better than existing system and shall provide complete coverage to the newly constructed area.

PART 3   EXECUTION

3.01   INSTALLATION

B. Lawns, seed:

Omit paragraphs 1 and 2.
Delete paragraph 4 and insert the following:

4. Rake seed into soil, mulch lightly with straw to retain moisture and commence watering in such a way as to not displace seed or soils twice daily for a period of two weeks.

C. Lawns, sod

Delete paragraphs 3 and 4 and, insert the following:

3. Water sod for a minimum of two weeks and until sod has sufficient root growth it will not displace when gently pulled from the top.
4. Tamp sod into place to ensure good soil root contact. All seams shall be tightly butted.
5. Sod pieces shall be placed in as large a piece as possible but at no time shall any dimension be less than six (6”) inches.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Add the following:

4.02 BASIS OF PAYMENT

B. Unit Prices

1. Payment for seed or sod shall be made for all areas disturbed in accordance with the specifications or as shown on the plans. Areas disturbed outside these areas will be reseeded or sodded, as determined by ENGINEER, at the CONTRACTOR’S expense at no additional cost to the owner.

END OF CHANGES
THIS SECTION
PART 1 GENERAL

1.1 CONSTRUCTION SEQUENCE

A. The CONTRACTOR shall maintain two-way traffic at all times during construction on East 12th Street and Meadow Drive. Work shall generally progress on one half of the roadway at a time. Parking restrictions shall not be allowed unless approved by the CITY ENGINEER and adjacent property owners shall be notified at least 2 days in advance.

B. Work will be allowed on East 12th Street and Meadow Drive during Frontier Days with proper traffic control in place.

C. All work occurring between stations 9+50 through 11+00 that may disrupt any scheduled school activity shall be coordinated with Sunrise Elementary School and approved by the City Construction office prior to beginning.

D. Valley pan replacement and asphalt patching at the following locations must be completed one half at a time to maintain access to homes on these streets: East 14th Street, Constitution Drive (east of Meadow Drive), Silverton Drive (north of Meadow Drive), and Bailey Court.

E. Valley pan replacement and asphalt patching at East 12th Street and Sun Valley Drive and at station 3+50 may be performed separately under a full road closure if it does not interfere with regularly scheduled school activities and proper detour routes are utilized.

1.1 ADDITIONAL TIMING AND WORK CONSTRAINTS FOR THIS PROJECT.

A. The following additional timing and work constraints apply to this project. These constraints are in addition to those found in the Administrative Instructions.

1. Two message boards shall be available at all times to be used at the City’s discretion for alerting the public to traffic conditions and advance notices. Payment shall be included in the lump sum price bid for traffic control.

2. “Business Access” signs are not specialty signs and shall be available as needed. Payment shall be included in lump sum price bid for traffic control.

PART 2 PRODUCTS
PART 3 CONSTRUCTION

Not Used.

END OF SECTION 04000
PART 1 GENERAL

1.1 SUMMARY

A. The markings shall be a resilient white or yellow marking tape, with or without contrast, product with uniformly distributed, factory applied glass beads throughout the entire cross sectional area. The markings shall be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids etc. Lines, legends and symbols are capable of being affixed to bituminous and/or Portland cement concrete pavements. Other colors shall be available as required.

B. The markings shall be able to be applied in temperatures down to 40 degrees Fahrenheit without pre-heating of road surface before application.

C. The markings shall be applied with the use of a propane heat torch

1.2 MANUFACTURING CONTROL AND CERTIFICATION

A. The manufacturer shall be ISO certified and provide proof of current certification. The scope of the certification shall include manufacturer of reflective highway markings.

PART 2 PRODUCTS

2.1 PAVEMENT MARKINGS

A. Shall be Premark® as manufactured by Flint Trading Inc. or approved equal.

B. Contrast markings, when available, shall be used on concrete surfaces.

2.2 ENVIRONMENTAL RESISTANCE

A. The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

PART 3 EXECUTION
3.1 APPLICATION

A. Application shall be in strict accordance with the manufacturer’s directions as stated in the submittals. Apply a compatible primer/sealer as needed to ensure proper adhesion as directed by the manufacturer. Markings on concrete shall be applied using Premark SP-sealer (2 component) as supplied by Flint Trading or an authorized dealer. Markings on bituminous asphalt older that one year shall be applied using Premark sealer (1 component) as supplied by Flint Trading or an authorized dealer. Premark material must be laid in place and the heating process MUST be underway prior to sealer curing.

B. All layout required in the construction of the pavement marking is the responsibility of the CONTRACTOR. Lay out shall be approved by the City of Cheyenne Traffic Department prior to the installation.

C. Concrete Pavement Application; grind inset grooves into pavement surfaces prior to the application of all pavement markings onto concrete. Ensure the grinding machine is equipped with a dust collection system or that wet grinding is performed so the discharge will meet current DEQ requirements. The depth of the groove shall be 125 mils ± 20 mils. The bottom of the groove shall have a rough flat grind finished surface. The width and length of the groove shall not be more than one (1.5”) inch greater than the dimensions of the pavement marking. When grinding for an irregular shaped symbol, follow the width and length tolerances to the extent practicable as approved by the ENGINEER.

Remove loose particles, dirt, tar grease, residue of prior pavement markings, and other deleterious material from the surfaces to be marked.

3.2 TECHNICAL SERVICES

A. The successful BIDDER shall provide technical services as required.

3.2.1.1 TRAINING AND CERTIFICATION

A. Installation training provided by manufacturer to each employee must be completed prior to project start date. Certification of this training must be in writing and submitted prior to installation.

3.3 PLACEMENT AND ACCEPTANCE

A. Marking tape shall be applied according to manufacturer’s recommendations.
B. The City of Cheyenne Traffic Department shall verify the placement and dimensions of finished markings.

Applied pavement markings shall be straight and close to the intended alignment without abrupt changes that result in an unacceptable appearance.

Remove and replace pavement markings that do not meet the minimum Retro reflectivity requirements.

Removal and replacement of unsatisfactory pavement marking shall be at no additional cost to the CITY.

C. The CONTRACTOR shall replace all failed pavement markings at no additional cost to the CITY, before the project is accepted. The CONTRACTOR shall have thirty (30) calendar days; exclusive of days the CONTRACTOR is prevented from working due to adverse weather and road surface conditions, to replace the failed pavement markings. If the work is not completed in this period, the ENGINEER, after giving the CONTRACTOR written notice, shall reinstate the assessment of working day changes. Working day changes shall continue until the work is accepted.

3.4 TRAFFIC CONTROL

A. Prior to installation, the CONTRACTOR shall provide the necessary construction zone traffic control. Traffic control devices shall be placed to keep traffic from traveling on the prepared pavement and/or markings during installation.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT

A. Stop bars and crosswalk bars shall be paid by the square foot in place.

B. Legends shall be paid by each installed.

4.2 BASIS OF PAYMENT

A. The accepted quantities of Traffic Markings shall be paid for at the contract unit price per each item listed in the Bid Proposal; which
payment shall be full compensation for furnishing all labor, materials, pavement preparation, equipment, tools and incidentals necessary to complete the work.

END OF
SECTION 04002
ADMINISTRATIVE INSTRUCTIONS

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1.00 VALUE ENGINEERING

A Value Engineering Proposal (“VEP”) is a creative proposal initiated by the Contractor to amend the Contract to use an alternate method, design, material, or similar element, to reduce the project’s cost or improve its outcome for both the City of Cheyenne’s (the “City’s”) and the Contractor’s benefit.

The Contractor may submit a VEP for consideration by the City and the City Engineer (the “Engineer”) after the City awards the contract. The Contractor shall submit a VEP in accordance with the procedure outlined in the current edition of the Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction (“WYDOT Standard Specifications for Road and Bridge Construction”), Subsection 104.3.4, “Submitting a VEP”.

The City will not consider VEPs that are cost reductions resulting from corrections to design errors; that are inconsistent with the City’s design policies and criteria for the project; or that may require excessive time or cost for review.

If the City and the Engineer accept a VEP which results in a net reduction in the contract price, the Contractor will share proportionally with the City in the net savings (City 50%; Contractor 50%), less the cost of the Engineer’s time required to evaluate the VEP. Net savings are defined as savings available after deducting VEP evaluation costs.

2.00 REFERENCES

2.01 Coordination of Contract Documents. Revise City of Cheyenne & Board of Public Utilities Standard Construction Specifications and Standard Drawings, 2014 Edition (“City Standard Specifications and Drawings” or separately as “Standard Specifications” or “Standard Drawings”) Section 01090, REFERENCES, item 1.01.A. as follows, by deleting the hierarchy list included (items 1 thru 4), and replace with the following in order of precedence:

1. Permits from other agencies as required by law;
2. Successive change orders and contract modifications in order of issuance, most recent first;
3. Addenda;
4. Contract;
5. City-obtained agreements;
6. Special Provisions;
7. General Conditions;
8. Project Plans;
9. Standard Drawings;
10. Standard Specifications;
11. Electronic CADD Files; and

Detailed plans shall have precedence over general plans.

2.02 **Reference Specifications.** The City Standard Specifications and Drawings, and all revisions through the advertisement date, constitute the current Standard Specifications and Standard Drawings for this project. They are an integral part of the Contract and are incorporated herein by reference. The Contractor shall adhere to all requirements and provisions of said City Standard Specifications and Standard Drawings in the performance of this Contract, except where otherwise provided herein or otherwise shown on the Contract Drawings.

Contract references to standard test methods or specifications such as those from the American Association of State Highway and Transportation Officials (“AASHTO”), the American Society for Testing and Materials (“ASTM”), or similar professional organizations, refer to the methods and specifications in effect on the advertised date of the public bid opening. If a later change to a cited document affects successful completion of the project, the City will incorporate the new reference with a contract modification.

All work shown on the Contract Drawings and Standard Specifications which refer to the Wyoming Department of Transportation (“WYDOT”) shall be constructed in accordance with the current editions of the WYDOT Standard Specifications for Road and Bridge Construction and WYDOT Standard Plans and all revisions through the date of advertisement.

*It is the bidder’s responsibility to acquire the latest editions of all the Specifications, Standard Drawings, and Manuals.*

3.00 **TRAFFIC CONTROL**

3.01 **Construction Phasing.** When a construction phasing or traffic control plan is included in the project plans, this plan shall govern unless an alternate plan, acceptable to the City, is submitted to the Engineer by the Contractor. If no traffic control plan is provided or if the Contractor desires to deviate from the provisions for maintaining traffic as described in the contract documents, the Contractor shall submit to the Engineer for approval a proposed sequence of operations and a compatible method of maintaining vehicle, pedestrian, and bicycle traffic. The Contractor shall submit the proposal for review and approval at least ten (10) Working Days prior to its intended implementation. The City reserves the right, in its sole discretion, to reject any construction phasing or traffic control proposal for any reason whatsoever.
3.02 **Traffic Control Requirements.** The Contractor shall provide adequate signs, barricades, lights, flares, flaggers, take all necessary precautions to prevent accident or injury, and minimize the public’s inconvenience while the work is in progress. Any traffic control or construction phasing drawings shown in the project plans are conceptual only. The Contractor shall submit a detailed traffic control diagram to the City for prior approval before work begins. The diagram shall indicate location and type of signs, cones, flashers, flagging, reflective barricades, and all other devices the Contractor deems necessary for the proper protection of the work area. The Contractor shall install and maintain all traffic control and protective devices in accordance with the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (“MUTCD”).

3.03 **Notifying Affected Parties.** The Contractor shall notify all homeowners and businesses it anticipates will be affected by any work no less than two (2) Working Days, as defined by section 7.04, “Working Days and Time”, before work is scheduled to commence. All written notifications shall be approved by the City prior to distribution. The Contractor shall notify all homeowners and businesses again if the work does not begin on the specified day, as anticipated. The notice shall be a written posting, hand delivered to the property, stating the anticipated start-date and duration of such work containing parking restriction information, and a phone number for the Superintendent or Project Manager. The Contractor shall not place notices in mailboxes.

3.04 **Parking Restrictions.** If work requires parking restrictions, the Contractor shall place “No Parking” signs along the affected area a minimum of forty-eight (48) hours prior to the beginning of work. The Contractor shall place “No Parking” signs a maximum of seventy-five (75) feet apart, but at no time fewer than two per block, per side. The City will only tow vehicles from the work area if they remain parked on the street after the Contractor provided proper written notice and placed “No Parking” signs. If the Contractor provides insufficient notice to affected parties, the Engineer must approve towing vehicles parked on the street, and such towing shall be at the Contractor’s expense.

3.05 **Traffic Disruption and Obstructions.** The Contractor shall minimize obstructions to vehicle, pedestrian, and bicycle traffic; minimize disruption to transit routes; and give consideration to the location of detours and provisions for handling traffic. The Contractor shall provide for the safety and convenience of both the general public and residents near the work. The Contractor’s travel rights do not supersede the public’s travel rights.

Whenever, in the Engineer’s opinion, the Contractor has not provided sufficient or proper safety precautions, the Contractor shall do so immediately and to whatever extent the Engineer requires. This provision shall not be construed as creating any duty on the part of the Engineer for traffic safety.

Fire hydrants on or near the site of the work shall be accessible at all times.
The Contractor shall not close any streets, driveways, access points, or any transit stops without prior consent of the City, Engineer, and proper governmental authorities affected by the closure or having authority over such area. The Contractor is required to request approval from the Engineer at least five (5) Working Days prior to the planned date of physical closure of any street or transit stop. Submittal or approval of a traffic control plan alone does not constitute notice or approval of the date of start of closure.

3.06 **Property Access.** The Contractor shall provide temporary approaches to businesses and residences adjacent to the roadway, intersections, detours, crossings, or similar features or facilities to safely accommodate customary vehicular or pedestrian traffic affected by the work.

3.07 **Emergency Access.** The Contractor shall be prepared at all times to provide immediate access for emergency vehicles to any buildings or other areas adjacent to the project and shall, upon emergency personnel request, construct temporary ramps and other facilities required for such emergency access. The City will make no additional payment to the Contractor for any delays or cost incurred by the Contractor in providing such emergency access.

### 4.00 CONTROL OF WORK

4.01 **Construction Stakes, Lines, and Grades.** The Contractor shall provide all construction surveying and stakeout required to accurately build and complete the project. The Engineer will establish primary project control only, but if the Engineer determines that additional project control is needed, the Engineer may direct the Contractor to establish additional project control under the direct supervision of a licensed Wyoming Professional Land Surveyor. The Engineer may provide an electronic point file or CADD files to the Contractor for use in construction staking.

The Contractor shall preserve all survey stakes and marks. If any of the primary project control survey marks are destroyed or disturbed due to the Contractor’s construction activities or negligence, the Contractor shall be charged at the Engineer’s established hourly crew rate for replacing them, with payment for this extra work made directly to the City’s Consultant by deduction from the monthly periodic estimate payments to the Contractor. The Contractor shall also be responsible for any mistakes or damage resulting from the unnecessary loss or disturbances of control points, offset line points, and stakes.

The Contractor is responsible for scheduling all surveying and shall consider all phasing, sequencing, and construction limits required by all specifications. The Contractor shall review the survey stakes to ensure there is no discrepancy between the drawings and the survey stakes. If there is a discrepancy, the Contractor shall stop work immediately and notify the Engineer without delay.
The Contractor shall provide the survey data to the Engineer to verify elevations, resolve grade issues, and to otherwise use as the Engineer deems necessary or appropriate. The Engineer has the right to review the project stakeout prior to staking. The Contractor shall arrange work to allow forty-eight (48) hours advance notice for the Engineer to review the lines and grades of those stakes set for the next step of the Contractor’s work. The Engineer shall have the right to make reasonable changes in the grades as shown on the drawings. The Engineer will be available for consultation and interpretations for staking operations.

The Contractor shall call to the Engineer’s attention any reference lines, points, or bench marks, which may have been disturbed or appear off line or grade.

A licensed Wyoming Professional Land Surveyor shall directly supervise all construction surveys. The costs for providing all construction surveying and staking shall be considered included in the cost of contract items.

4.02 Land Provided by the City. The City or Engineer will obtain all easements and franchises required for the work. The Contractor shall limit operations to the area obtained and shall not trespass on private property. The City may provide access to certain lands, as indicated in connection with the work under the contract. The Contractor shall not conduct any activity on any land which may result in the imposition of any lien or encumbrance. The Contractor shall use said land in accordance with conditions established by the City.

4.03 Land Provided by the Contractor. If the Contractor requires additional area required for temporary construction facilities or storage of materials, the Contractor shall obtain written consent and agreement from the landowner on whose land the Contractor seeks to expand the Contractor’s operation. The Contractor must provide a copy of this agreement to the Engineer, who may grant or deny permission to expand to additional land. The agreement, if accepted by the Engineer, must describe the activity for which the land will be used and how the Contractor will restore the land.

The Contractor shall construct all access roads, detour roads, or other temporary works, as required by the operations. The Contractor shall confine its equipment, materials storage, and worker operations to those areas shown and described, and such additional areas as the Contractor may provide. The Contractor shall provide such land, and access thereto, without liability to the City.

Prior to final payment, the Contractor shall furnish the Engineer with a written statement of clearance from the landowner for those properties on which work, equipment, or material staging took place.
4.04 Protection and Restoration of Property, Markers, and Landscape.

General: All construction work under this contract on rights-of-way, easements, or franchise, shall be confined to the limits of such rights-of-way, easements, or franchise. The Contractor shall accomplish all work so as to cause the least amount of disturbance and a minimum amount of damage. The Contractor shall take all necessary precautions to preserve and protect adjacent roadways, public and private properties and improvements, and underground facilities during work on the project. The Contractor shall take responsibility for any damage or injury resulting from:

1. Any act, omission, negligence, or misconduct in the execution of the work;
2. Defective work or materials; and
3. The work of a Subcontractor.

Except for damage due to unforeseeable causes beyond the control of, and without fault of negligence of the Contractor, the Contractor shall rebuild, repair, restore, and make good damages to any portion of the project or real property injured in the course of the work, from any cause before final acceptance, and without additional cost to the City.

The Contractor shall coordinate such repairs, replacements, or both, of real property with the affected property owner, and obtain the property owner’s written approval when the final work is complete. A copy of the property owner’s approval shall be submitted to the City. If the Contractor fails to perform such restoration within a reasonable time, the City may do so and deduct the cost from monies due the Contractor or bill the Contractor, as appropriate.

The Contractor’s responsibility for the work lasts until final written acceptance of the project by the City, in accordance with General Conditions regarding Completion and Warranty.

Site security: The Contractor shall provide site security in accordance with Special Provisions Section 01231, SAFETY. Suspension of work does not relieve the Contractor of responsibility for the project, except in accordance with General Conditions provisions on Suspension of Work.

Vehicle Damage Claims: If a vehicle owner makes a vehicle damage claim, the Contractor shall send a written response to the claimant addressing the claim and the actions the Contractor has taken or intends to take. The Contractor shall send a copy of the response letter to the following address:

City of Cheyenne Risk Management
Attn: Risk Manager
2101 O’Neil Ave
Cheyenne, WY 82001
**Trenches:** The Contractor shall not leave trenches open across travel ways for more than twenty-four (24) hours or over weekends or holidays. Trenches that present a danger to vehicular or pedestrian traffic shall be backfilled or barricaded at the end of each day's work.

**Structures:** The Contractor shall remove such existing structures as may be necessary for the performance of the work and, if required, shall rebuild the structures thus removed in as good a condition as found with minimum requirements as herein specified. The Contractor shall also repair all existing structures damaged as a result of the work under this contract.

**Cultivated Areas and Other Surface Improvements:** All cultivated areas, either agricultural or lawns, and other surface improvements damaged by Contractor’s actions shall be restored as nearly as possible to their original condition and in accordance with Standard Specification, Section 02900, Landscaping. Prior to excavation on an easement or private right-of-way, the Contractor shall strip topsoil from the trench or construction area and stockpile it in such a manner that it may be replaced by the Contractor upon completion of construction. Ornamental trees and shrubbery shall be carefully removed, with the earth surrounding their roots, wrapped in burlap and replanted in their original positions within twenty-four (24) hours. The Contractor shall replace all shrubbery or trees destroyed or damaged with material of equal quality at no additional cost to the City or property owner.

In the event that it is necessary to trench through any lawn areas, the sod shall be carefully cut, rolled, and replaced after the trenches are backfilled. The Contractor shall then clean the lawn area of debris by raking or other means. All fences, markers, mail boxes, or other temporary structures shall be removed by the Contractor and immediately replaced after the trench has been backfilled, in their original positions. The Contractor shall notify the Engineer and property owner at least twenty-four (24) hours in advance of any work done on easements or private rights-of-way.

**Streets:** The Contractor shall assume all responsibility for restoration of the surface of all streets (travel ways) used by the Contractor and damaged.

4.05 **Cooperation by the Contractor.** Contact and Emergency Response: The Contractor shall maintain a telephone for the duration of the contract, at the Contractor’s own expense, where the Contractor or the Contractor’s authorized representative may be reached directly or by message at all times, including weekends and holidays. The Contractor shall cooperate with the Engineer and inspectors at all times and shall respond to requests for emergency repairs to the contract work no later than two (2) hours of the request.

If the Contractor does not respond to requests for emergency repairs within the time allotted, the City reserves the right to enter the work area and conduct repairs with
City forces or City-hired forces. The Contractor will be responsible for all costs incurred by the City in responding to the emergency repairs and will also be responsible for restoring all work back to the required contract conditions. The City will not be responsible for any damages to the Contractor’s work or equipment that results from the City responding to the emergency repair.

**Superintendence:** When work is underway, including work by a Subcontractor, the Contractor shall ensure the presence of a competent project superintendent, who is an employee of the Contractor, at the worksite at all times, unless otherwise agreed to by the City. The project superintendent shall have the ability to communicate clearly; to read, interpret, and implement the relevant contract documents; have experience in the work included in the project; have authority to represent and act for the Contractor, including authority to execute the Engineer’s directions; and authority to obtain and provide sufficient materials, equipment, tools, labor, and incidentals to complete the project as specified.

**4.06 Cooperation between Contractors.** The City may contract with separate Contractors for additional work on or near the worksite. When separate contracts are let, the City requires each Contractor to cooperate with and work without hindering each other.

Each Contractor assumes liability, financial or otherwise, for its own errors, acts, or omissions and holds the City harmless, in accordance with the General Conditions of the Contract, from damages or disputes arising from inconvenience, delay, or loss due to the presence and operations of other persons, contractors or public entities on or near the worksite.

**4.07 Maintenance during Construction.** The following shall be added to Standard Specification Section 01054.1.09:

The Contractor is responsible for snow removal within all barricaded areas of the project. The Contractor will be responsible for snow removal within the travel way of the project area unless a minimum of a 16’ lane is provided for the City plows.

**5.00 CONTROL OF MATERIAL**

**5.01 Inspection and Testing for Quality Control.** Requirements: All materials and work shall be tested and inspected in accordance with the specifications. The Contractor shall provide testing and inspection services to verify compliance with requirements specified or indicated. The Contractor shall be responsible for scheduling inspections and tests and notifying the laboratory.

The Contractor shall provide advance notification to the Engineer of any testing or sampling to be conducted. The Engineer may provide Quality Assurance testing to prevent against defects and deficiencies in the Contractor’s work by verifying that
the Contractor’s Quality Control testing is accurate and adequate. However, furnishing such Quality Assurance testing shall not relieve the Contractor of responsibility for providing Quality Control testing or responsibility for the Contractor’s failure to perform the work in accordance with the contract documents.

**Laboratory Requirements:** The Contractor shall retain the services of an Independent AASHTO-accredited testing laboratory to inspect, sample and test the related work. The testing laboratory shall cooperate with the Engineer and the Contractor in performing its duties and shall provide qualified and/or certified personnel to perform inspections and tests.

Tests shall be performed in accordance with the most recent cited standard methods of AASHTO or ASTM, approved AASHTO Interim Specifications, or ASTM Tentative Specifications in effect on the advertised date of the public bid opening or more stringent Quality Control requirements where specified in the Special Provisions.

The testing laboratory shall promptly notify the Engineer and the Contractor of deficiencies in the work observed during the performance of its duties. The testing laboratory shall not approve or accept any portion of the work nor shall it perform any duties of the Contractor.

**Submittals:** The testing laboratory shall submit a certified written report of each inspection and test to the Engineer, Contractor, and any other entities designated by the City. Copies of all test results shall be provided to the City within twenty-four (24) hours of the availability of the test results with written report to follow within seven (7) Working Days. Reports of each inspection, test, or similar service shall include the following:

1. Name, address, and telephone number of testing laboratory.
2. Project title and project number.
3. Date of report and designation (number).
4. Dates of testing and maps with sufficient detail to accurately identify locations where samples were taken or inspections and field tests made.
5. Ambient conditions at the time of sample taking and inspecting, or field testing.
6. Names of individuals taking the sample or making the inspection or test.
7. Product and test method.
8. Inspection or test data including interpretation of test results and comments or professional opinion on whether inspected or tested work complies with requirements.
9. Recommendations on retesting or re-inspections.
10. Name and signature of laboratory inspector.

**5.02 Unacceptable Materials.** The Contractor shall not undertake any work in which untested or non-conforming materials are used without prior, written, express approval from the Engineer. Any such work undertaken using untested or non-
conforming materials without the prior, written, express approval of the Engineer may be considered in material breach of this contract and, if directed by the City, shall be removed at no additional cost to the City.

5.03 **Storage of Materials.** Materials shall be stored, in accordance with manufacturer’s recommendations, and handled in a manner that facilitates inspections and preserves the materials’ quality and suitability for use. Material shall be transported in vehicles built to prevent loss, contamination, or segregation after loading and measuring. The Engineer may re-inspect stored, previously inspected materials before approving their use in the work.

As approved by the City, that portion of the right-of-way within the project limits not required for public travel may be used for storage purposes and for placing of the Contractor’s plant and equipment. Material stored on or adjacent to public streets shall not create a safety hazard, obstruct, or inconvenience the traveling public. Any additional space required must be provided by the Contractor at the Contractor’s expense. Private or public property shall not be used for storage purposes without written permission of the owner or lessee. All storage sites shall be restored to their original condition by the Contractor at the Contractor’s sole expense. Construction materials may not be stored in streets, roads, or highways for more than five (5) days after unloading. All materials or equipment not installed or used in the construction within five (5) days after unloading shall be stored elsewhere by the Contractor at the Contractor’s expense, unless the Engineer authorizes additional storage time.

Excavated material, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads, or highways unless the Engineer authorizes such storage. Erosion control shall be provided around all excavated or backfill material. After placing backfill, all excess material shall be removed immediately from the site.

5.04 **City-Furnished Material.** If specified in the Special Provisions, the City will provide material for incorporation into the project. Materials furnished by the City will be delivered, or made available to the Contractor, at the locations specified in the Special Provisions.

The cost of handling and placing all materials supplied by the City shall be considered as included in the contract price for the item in connection with which they are used.

The Contractor shall be held responsible for all material delivered to him, and deductions shall be made from any money due to make good any shortages or deficiencies, from any cause whatsoever and for any damage which may occur after such delivery and for any demurrage charges.

5.05 **Rights In and Use of Material Found in the Work.** The City may authorize the
use of aggregate or other material found in excavation for use in another pay item. The City will pay the established contract unit price for excavation of such material and for the pay item for which it was used. If the excavated material is used for another pay item but was otherwise needed for embankments, backfills, approaches, or other purposes, the Contractor shall provide an acceptable replacement at no additional cost to the City.

The Contractor shall not excavate or take material outside the slope stake limits without the City’s prior written approval. The right to use and process material found within the project limits excludes use and processing for noncontract work. If the Contractor produces or processes more material from the project than is required for the contract, without additional compensation to the Contractor, the City may take possession of the excess material and direct its use; or require removal of the material and restoration of the land to a satisfactory condition.

5.06 **Removal and Salvage of Materials.** Any equipment, hardware, structures, inlet grates, valve boxes, manhole rings, covers and lids, traffic control standards, signs and posts, fence and any other miscellaneous items designated for removal from the site and salvage to the City shall be removed from the site and taken to a location designated by the City. All such materials shall be the property of the City unless otherwise specified. Diligent care shall be taken during the removal of all materials to prevent damage.

Manhole covers and manhole rings designated for salvage shall be both plainly marked with a durable, exterior paint for easy identification as individual pairs.

5.07 **Material Spoil Area/Waste Site.** The Contractor shall notify the Engineer at the preconstruction conference as to the location selected to dispose of the excess, waste and unsuitable materials and a map indicating the haul route for the removal from the project.

Lost and spilled materials onto the route taken by the Contractor shall be promptly removed. The route shall be maintained as deemed necessary by the Engineer by the use of water trucks, motor grader, hand labor and related equipment to alleviate the problem of lost spills, tracked mud, and dust control. Prompt restoration of the route is required.

No extra compensation shall be allowed for the disposal of the waste and surplus material; including but not exclusively; dump fees, extra haul distances and time, changed haul routes, and haul road maintenance.

5.08 **Load Restrictions.** The Contractor shall be responsible for all damage to the work caused by the Contractor’s hauling equipment. The Contractor shall comply with legal load restrictions when moving equipment or hauling materials on public roads that remains in service. A permit to operate an overweight, oversized, or over-width vehicle does not relieve the Contractor of liability for damage to public roads due
to the moving of equipment or materials.

The Contractor shall not allow loads on concrete pavement, base, or structures before the strength or time requirements for the concrete have been met. In case of pipes, the Contractor shall not allow loads before placing the specified cover fill.

6.00 RESPONSIBILITY FOR UTILITY PROCEDURES AND SERVICES

6.01 Location. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable are shown on the plans, the Contractor, for the purpose of preparing the Contractor’s bid, shall assume that every property parcel is served by a service connection for each type of utility. Failure by the Engineer to show the location of any utility on the plans shall not relieve the Contractor from the responsibilities below.

Before proceeding with the work, the Contractor shall confirm the final grade and locations of such facilities in accordance with the “Wyoming Underground Facilities Notification Act” and the “Wyoming High Voltage Power Lines and Safety Restrictions Act.”

The Contractor shall notify utility and pipeline companies of the proposed construction schedule at least two (2) Working Days before the start of work. The Contractor shall ask for the nature, location, and depth of pipes and cables and areas where they may conflict with the work. If a company cannot or will not provide this information, the Contractor shall obtain it by alternate means. Where conflicts may exist, the Contractor shall locate the relevant pipes or cables in three dimensions.

The Contractor shall not begin excavation until all such features have been located, their owners notified, and the Engineer has approved. The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the utility owner or an order from the City. Where protection is required to ensure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at no cost to the City.

6.02 Utility Line Conflicts and Damage. If utility lines are determined to be in conflict with or are damaged during the work, the Contractor shall stop work in the immediate area, notify the Engineer and the utility owner, and cooperate with the owner to move or repair the utility. The Contractor shall be solely responsible for any damage done to such utilities due to failure to preserve original locate marks or to properly protect the utilities when their location is known.
7.00 WORK SCHEDULE AND CONDITIONS

7.01 Pre-Construction Conference. The Contractor will schedule and convene, at a mutually convenient time before the start of work, a Preconstruction Conference with, all Subcontractors, Design Engineer and/or City’s Representative, Board of Public Utilities, Power Company, Telephone Company, Gas Company, Cable Television, and other interested parties. Before or at the meeting, the Contractor shall provide the following, if applicable:

1. A letter providing the names, phone numbers and addresses, of material suppliers and Subcontractors;
2. Project Schedule in accordance with the item 7.05 Schedule below;
3. Spill contingency and storm water pollution prevention plans in accordance with Standard Specification Section 01563 Erosion Control and Storm Water Management;
4. A traffic control plan in accordance with Section 01050 Traffic Control;
5. A list with names and phone numbers of key personnel, including the project superintendent and subordinates, authorized to sign contract documents and project records;
6. A list of phone numbers for the Contractor’s personnel the Engineer should call in case of emergency in accordance with item 4.05 Cooperation by the Contractor above; and
7. Other items the Engineer may request.

7.02 Weekly Conference. Subsequently a representative of the Contractor and the Contractor’s Subcontractors (if requested) shall attend a weekly conference at a mutually convenient time and at a place designated by the City to review progress and discuss any problems that may arise or have incurred.

7.03 Work Progress. The Contractor shall make every effort to complete work in a manner and fashion that minimizes roadway closures and inconveniences to the traveling public and adjacent property owners. Progress will be continuously prosecuted on all roadways and drive approaches that have been closed for construction in accordance with Section 01041.01.1. of the Standard Specifications.

The Contractor shall not open up work to the prejudice or detriment of work already started. The City may require the Contractor to finish a section on which the work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

7.04 Working Days and Time. Normal working hours shall be 7:00 am to 6:00 pm. No work shall be allowed on Saturdays without the City’s prior written permission. For the purposes of time limitations specified in these instructions, a Saturday shall count as a “Working Day” if the City has approved work on that Saturday. No work, except for City-approved emergency repairs, shall be allowed on Sundays or
Holidays. For the purposes of the time limitations in these instructions, neither a Sunday nor a Holiday will count as a “Working Day” even if the City has authorized emergency repairs to be performed on that Sunday or Holiday. If the Contractor desires to perform work beyond the City’s normal working hours, the Contractor must obtain the City's written approval forty-eight (48) hours in advance of scheduled work. In an emergency situation, verbal approval will suffice until the next working day at which time written approval shall be obtained before further inspection work beyond normal working hours will be provided.

Holidays. Normal City holidays are as follows:

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<th>HOLIDAY</th>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1&lt;sup&gt;st&lt;/sup&gt;</td>
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<tr>
<td>Martin Year’s Day</td>
<td>Third Monday in January</td>
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<tr>
<td>President’s Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday of May</td>
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<tr>
<td>Independence Day</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
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<tr>
<td>Veteran’s Day</td>
<td>November 11&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
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<tr>
<td>Day after Thanksgiving</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25&lt;sup&gt;th&lt;/sup&gt;</td>
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With the Engineer’s prior written approval, no work shall be permitted the day before, during, and the day after said holidays. The Engineer may require the Contractor to cease construction operations at any other time if the Contractor’s operations are of such nature, the project is so located, or the traffic is of such volume that the Engineer deems it expedient to do so.

Frontier Days. During Cheyenne Frontier Days (CFD), typically the last full week in July, and the week immediately preceding, special rules shall apply in the following designated areas:

1. All roadways contained in the area bounded by 15th St. on the south, Snyder Ave. on the west, Pershing Blvd. on the north, and Van Lennen Ave. on the east, including the roadways making up the boundaries.

2. All roadways contained in the area bounded by Pershing Blvd. on the south, Interstate 25 on the west, the extensions of Manewal Dr. on the north, and Warren Ave./Yellowstone Rd. on the east, including the roadways making up the boundaries.

3. All roadways designated on the functional classification map as “Principal Arterial” or “Minor Arterial”.

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4. All roadways located north of the Union Pacific Railroad tracks designated on the functional classification map as “Major Collector” or “Minor Collector”.

Functional classification maps are available from the Engineer’s Office or the Cheyenne Metropolitan Planning Organization’s website at [www.plancheyenne.org](http://www.plancheyenne.org).

During the week immediately preceding CFD, the special rules are as follows:

1. Work in the designated areas shall be in a state whereby all facilities are available to the public no later than 5 pm Wednesday of the week immediately preceding CFD;

2. After Wednesday of the week immediately preceding CFD, the only work allowed in designated areas are emergency repairs and operations having a duration of less than one (1) hour (including moving operations, such as striping or street sweeping).

3. All equipment, materials, traffic control devices, and other construction items shall be removed from the designated areas prior to 5 pm Wednesday of the week immediately preceding CFD.

4. All roadways and pedestrian ways shall be in such a condition that there shall be no interference with parades or other CFD event operations.

During CFD:

1. No work will be allowed in the designated areas with the exception of City-approved emergency repairs and moving operations, such as striping or street sweeping.

2. All moving operations must be approved in writing, in advance by the Engineer.

3. Work and traffic control operations can recommence during normal working hours on the Monday morning following the end of CFD.

Exceptions to the above will be made at the Engineer’s sole discretion.

**7.05 Schedule.** The Contractor shall submit a project schedule to the Engineer for review and discussion at the Pre-Construction meeting. This schedule shall be sufficiently detailed to show the following:

1. The activities needed to perform and complete the work, activities that might delay contract completion, and critical activities such as street closures or major traffic restrictions.
2. Sequence of each activity required to complete the project within the contract time allotted and in the manner specified. Interrelationships among activities shall be shown without lead or lag time.

3. The planned start and completion dates for each activity, the duration of each activity with activities of more than fifteen (15) Working Days in duration broken into two or more activities distinguished by location or some other feature.

4. Interim, milestone, and project completion dates specified in the contract.

5. An indication of how the schedule accommodates adverse weather days for each month.

6. Dates related to the procurement of materials, equipment, articles of special manufacture, etc.

7. Dates related to the submission of working drawings, plans, and other data specified for review or approval by the Engineer.

8. Dates related to required special inspections of structural steel fabrications and other specified activities by the City or third parties.

The Contractor shall submit monthly updates to the Project Schedule at the time of the submittal of the monthly Pay Estimate. The schedule update shall include any revised planned start and finish dates for each activity shown on the most recent accepted schedule. For newly started or finished activities, the Contractor shall include the actual start or finish date. For activities previously started and still ongoing, the Contractor shall show the remaining duration and planned finish dates. The City may withhold processing the monthly Pay Estimate until the Contractor submits the monthly update to the Project Schedule.

The Engineer may request a schedule revision at any time for any reason. Circumstances leading to such a request include, but are not limited to, the following:

1. A delay (actual or projected) of partial or contract completion dates by fourteen (14) calendar days or more;

2. A difference between the actual rate of progress and that depicted in the schedule; and

3. Issuance of a contract modification that, by adding, deleting, or revising activities, changes the planned sequence of work or the method and manner of its performance.
7.06  **Requirements for Workers, Methods, and Equipment.** The Contractor shall at all times provide enough qualified labor and enough capable equipment to complete the project in accordance with the contract.

The Contractor shall provide workers that are sufficiently skilled to perform the work assigned to them. In writing, the City may direct removal from the project of any person, regardless of employer, who is unsafe, incompetent, intemperate, disorderly, or insubordinate. Through written notice, the City may suspend the work for failure of the Contractor to comply with such a directive or for failure to provide enough qualified workers.

All equipment 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 of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other improvement will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that the Contractor demonstrates to the satisfaction of the Engineer will accomplish the contract work in conformity with the requirements of the contract. When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer.

If the Contractor desires to use methods or types of equipment other than those specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. Approval does not relieve the Contractor from the requirement to produce work in accordance with the contract documents. The use of alternative methods or equipment resulting in work that fails to meet contract requirements may lead the Engineer to, in writing:

1. Direct a stop in their use;
2. Order the completion of remaining work using the original specified methods or equipment; or
3. Require the removal, at no additional cost to the City, of the unsatisfactory work and its replacement using the original specified methods and equipment.

7.07  **Suspension of Work.** The City shall have the authority to suspend the work wholly or in part, for such period as may be deemed necessary due to unsuitable weather, due to such other conditions as are considered unfavorable for the suitable prosecution of the work, for failure of the Contractor to correct unsafe conditions,
for failure of the Contractor to carry out orders given, or for failure of the Contractor
to perform any provision of the contract.

If the City suspends the work for more than ninety (90) days, through no fault of the
Contractor, the Contractor may apply, in writing, for a price adjustment to
compensate for reasonable expenses caused by the suspension. Any application for
price adjustment or contract time extension will be submitted to the governing body
of the City for its consideration in the form of a Contract Modification. It will be the
responsibility of the Contractor to provide sufficient documentation to substantiate
any claim.

The City will not grant or consider contract modifications based upon City-ordered
suspension:

1. Without timely written notice from the Contractor;

2. To the extent that the suspension is overlapped or falls within a suspension
   or delay due to any other cause, including delays caused by the Contractor;
   or

3. That includes profit.

The Contractor may ask the City to suspend the project in writing due to unsuitable
weather or due to such other conditions as are considered unfavorable for the suitable
prosecution of the work. The Contractor shall not suspend operations or remove
necessary equipment or materials without approval from the City.

During delays or suspensions, if the traveling surface is a leveling course or non-
paved surface, the Contractor shall maintain the roadway for traffic use (including
snow removal and placing of sand) and the quality of the surface course until the
placement of additional course or temporary surfacing, at no additional cost to the
City. If placement of concrete pavement or a full lift of plant mix pavement is not
completed before delays or suspension of work, the Contractor shall provide, place,
and maintain the temporary plant mix pavement and then remove it at the end of the
suspension.

During suspensions, the Contractor shall store materials and equipment, at no
additional cost to the City as far from the travel way as possible; at a location that
will not cause maintenance or safety problems for the roadway; and at a location
where they will be protected from damage. The Contractor shall maintain all living
material in new plantings, seeding, and sods in an acceptable growing condition and
protect from injury, at no additional cost to the City.

During suspensions, the Contractor shall provide roadway drainage, temporary
structures needed for public travel throughout the project, any required temporary
traffic control, along with removal of such temporary structures, traffic control, and
surfacing, at the end of the suspension at no additional cost to the City. Before
suspension, the Contractor shall protect slopes without vegetation in accordance with Section 01563 Erosion Control and Storm Water Management.

If during a suspension the Contractor fails to accommodate traffic or maintain the project, including temporary traffic control devices, the Engineer may direct other organizations to do so. The City shall deduct the cost from monies due the Contractor or bill the Contractor, as appropriate.

During suspensions, the Contractor shall complete necessary measures to protect the work and the roadway during the suspension. The Contractor shall repair or replace materials lost or damaged during the suspension at no additional cost to the City.

The Contractor shall resume work when conditions are favorable or when approved by the Engineer.

7.08 Extension of Contract Completion Date. The contract time for completion shall be fixed by the City and stated in the Contract Agreement, either as a calendar date or as a specified number of calendar days.

The Contractor shall perform the work in an acceptable manner within the time stated in the contract except that the contract time for completion may be adjusted as follows:

1. If the satisfactory completion of the contract shall require performance of work in greater quantities than those set forth in the proposal, the time allowed for performance shall be increased in the same ratio as the final estimate bears to the original contract amount, except that the final monetary amount of any contract modification for which an extension of contract time was previously allowed shall be deducted from the final estimate prior to making the pro-rata time adjustment.

2. If delays beyond the Contractor’s control are caused solely by action or inaction by the City, or are for unforeseen causes beyond the control and without fault or negligence of the Contractor, such delays will entitle the Contractor to an extension of time which will be based upon the effect of delays to the project as a whole and will not be granted for non-controlling delays to minor included portions of work, unless it can be shown that such delays did, in fact, delay the progress of the project as a whole. Written request for such extension of time must be made by the Contractor within ten (10) calendar days after the beginning of such delay.

No allowance shall be made for delay or suspension of the work due to fault of the Contractor. Nor will the City grant an extension based on pleas that the contract specified insufficient time for completion of the project.

7.09 Concurrent Delays. Concurrent delays are delays occurring at the same time to separate critical activities. When concurrent delays occur, the City will use only the
longer delay, and/or the excusable delay, to determine extensions to the contract completion date. Non-excusable delays will not be considered for extensions.

7.10 **Weather Days.** The Adverse Weather Table shows the number of working days included in the contract time in anticipation of weather that may preclude work. If the Contractor believes that it is entitled to additional time for adverse weather, the Contractor must submit written documentation to the Engineer and City within five (5) working days of the end of month that adverse weather was experienced. The Engineer may extend the completion date if the actual number of adverse weather days exceeds the expected number and the Contractor has pursued the work diligently during the month. The determination as to whether a day is to be considered an adverse weather day shall be at the discretion of the Engineer for when work on critical path items cannot be accomplished. The Engineer shall not count or treat Sundays or holidays as adverse weather days. Any weather days not used during any month are invalid and cannot be considered cumulative. For partial months, the Engineer shall prorate the number of expected lost workdays due to adverse weather.

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<tr>
<th>MONTH</th>
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<tbody>
<tr>
<td>January</td>
<td>8</td>
<td>May</td>
<td>4</td>
<td>September</td>
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<tr>
<td>February</td>
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<td>March</td>
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<td>April</td>
<td>6</td>
<td>August</td>
<td>2</td>
<td>December</td>
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**8.00 MEASUREMENT AND PAYMENT**

8.01 **Measurement of Quantities.** The Engineer shall measure pay items in the units of measure specified in the contract using methods of measurement and computation that meet generally recognized good engineering practice. The Engineer shall measure pay items when in place and complete. The actual work performed shall be measured, excluding work outside the construction limits unless adjusted by the City. The Engineer shall measure pay item quantities using the following methods, unless otherwise provided elsewhere in the contract documents:

1. Area. Computed from linear distances measured horizontally. Individual fixtures occupying areas equal to or less than 9 sq. ft. shall not be deducted from the computation.

2. Linear. Items measured by the foot shall be measured parallel to the surface on which the items are installed.

3. Lump Sum. Although actual quantities of the components in a lump sum pay item used in the work may differ from the estimated quantities specified, the City will not change the amount of payment.
4. Volumes of Excavation, Embankment, and Similar Pay Items. The average end area method shall be used unless otherwise specified or agreed to.

5. Asphalt Materials. Measured by the gallon or short ton, subject to correction for foaming, shipping loss, or other reasons for nonuse.

6. Delivery Tickets. All delivery tickets that are required for the purpose of calculating quantities for payment must be received by the Engineer at the time of delivery. Payment shall not be made for delivery tickets which do not show type of material, gross weight, tare weight, truck number, and date. Delivery tickets shall utilize automatic printer systems. Scale certification shall be submitted before their use. In no case shall materials weighed on non-certified scales be accepted for payment.

8.02 Compensation for Altered Quantities. Unless otherwise provided, payments to the Contractor shall be made for the actual quantities of contract items performed in accordance with the plans and specifications, and if, upon completion of the construction, these actual quantities show either an increase or decrease from quantities given in the bid schedule, the contract unit prices shall still prevail. Except as provided otherwise, the City shall not allow for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor from any cause, including directly from alterations or indirectly from unbalanced allocation by the bidder of overhead expense among the pay items.

8.03 Monthly Progress Payment. The City shall make payments at least once each month in accordance with Article 4. Compensation and Method of Payment of the Contract Agreement as work progresses. The Contractor shall supply supporting billing documentation, including as a minimum, a spreadsheet (form to be approved by the Engineer) which lists each item of work included in the Bid Proposal form and shows quantities and amounts currently being invoiced and previously invoiced. Payments shall be based on the Engineer’s approval of the estimate of the value of work performed and materials complete-in-place, in accordance with the contract, and for materials delivered, in accordance with item 8.04 Payment for Material on Hand below.

8.04 Payment for Material on Hand. The City may pay for materials stockpiled or stored for later use on the project and for which the Contractor provides acceptable documentation indicating the materials meet contract requirements. Stockpiled or stored materials may be located on the project or at facilities approved by the City, which the City reserves the right to inspect. Materials shall be stored in accordance with manufacturer’s recommendations. The City shall not make such payment without a written request received at least ten (10) calendar days before the date of the next scheduled progress payment, and in no case will it pay more than fifty (50) percent of the item’s original bid extension. The Contractor shall include with the written request documentation, such as copies of invoices, freight bills, or other information required by the Engineer, that supports material and shipping costs.
9.00 MOBILIZATION

Payment shall be made for mobilization to cover the costs of preparatory work and operations including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all field offices, storage buildings, and other facilities necessary for the work on the project, and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project.

Mobilization shall be measured on a lump sum basis and payment shall be made with the monthly estimate based on the percentage of the original contract amount earned in accordance with the following:

1. On the first estimate following award, 10 percent of the Mobilization pay item or 1 percent of the original contract amount, whichever is less will be paid.

2. When 5 percent of the original contract amount is earned, 25 percent of the amount bid for Mobilization or 2 percent of the original contract amount, whichever is less will be paid.

3. When 10 percent of the original contract amount is earned, 50 percent of the amount bid for Mobilization or 5 percent of the original contract amount, whichever is less will be paid.

4. When 25 percent of the original contract amount is earned, 60 percent of the amount bid for Mobilization or 6 percent of the original contract amount, whichever is less will be paid.

5. When 50 percent of the original contract amount is earned, 70 percent of the amount bid for Mobilization or 7 percent of the original contract amount, whichever is less will be paid.

6. When 70 percent of the original contract amount is earned, 100 percent of the amount bid for Mobilization or 10 percent of the original contract amount, whichever is less will be paid.

7. Upon completion of all work on the project, payment on any amount bid for Mobilization in excess of 10 percent of the original contract amount will be paid.

The total sum of all payments will not exceed the original contract amount bid for Mobilization, regardless of the fact that the contractor may have shut down work on the project or moved equipment away from the project and then back again.

Mobilization is subject to the retainage that shall be withheld for final payment.
The payment schedule for mobilization shall be utilized for construction staking, contractor materials testing, and similar items, when the method of measurement and basis of payment is not otherwise specified in the contract documents.