

BIDDING/CONTRACT DOCUMENTS

For The
“LCCC Greenway Underpass”
Project



®

Bid No. S-2-22

BID OPENING: September 3, 2021 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

**INVITATION FOR BID
#S-2-22**

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FY 2022

PART 1 – INVITATION FOR BIDS

CITY OF CHEYENNE, WYOMING

	<u>CITY OF CHEYENNE</u> <u>INVITATION FOR BIDS</u>
NAME OF JOB:	LCCC Greenway Underpass
BID NUMBER:	S-2-22

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 3rd day of September, 2021, for the “**LCCC Greenway Underpass**” project.

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

This project will be federally funded therefore is subject to the Federal laws and regulations associated with that program.

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-and-Proposals>.

A MANDATORY pre-bid meeting will be held at 10:00 AM, on August 17, 2021, in Room 208 of the Municipal Building at 2101 O’Neil Ave, Cheyenne, WY. The City will reject bids from any company who has not signed the attendance sheet prior to the commencement of the mandatory pre-bid meeting.

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 18.00 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

Publication Dates: August 11, 18, 25, 2021

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 tbartelbort@cheyennecity.org.

Questions will be received until 5:00 pm local time on August 20, 2021, after which no additional questions will be accepted.

The City will respond via Addendum, no-later-than 5:00 pm local time on August 25, 2021.

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 **Sam Berta in the City’s Engineering Office, at 307-637-6290.**

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, and all other required forms 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 COLLUSIVE 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%). The 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

* This project is federally funded, therefore, no in-state preference will be used

18.00 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.

19.00 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.

20.00 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”.

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.

21.00 RETAINAGE ADMINISTRATION FOR CONTRACTS EXCEEDING \$25,000.00

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.

22.00 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.


23.00 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.

24.00 PRE-BID CONFERENCE

A MANDATORY pre-bid meeting will be held at 10:00 AM, on August 17, 2021, in Room 208 of the Municipal Building at 2101 O'Neil Ave, Cheyenne, WY. The City will reject bids from any company who has not signed the attendance sheet prior to the commencement of the mandatory pre-bid meeting.

PART 3 – PROPOSAL FORMS
CITY OF CHEYENNE, WYOMING

	<p><u>CITY OF CHEYENNE BID PROPOSAL FORM</u></p>
BID NO.	S-2-22
OPEN DATE:	September 3, 2021
TIME:	2:00 PM
PROJECT:	LCCC Greenway Underpass

TO: GOVERNING BODY
CITY OF CHEYENNE
2101 O'NEIL AVENUE
CHEYENNE, WY 82001

(Submit bids to the City Purchasing
Division, Room 309, Municipal Bldg.
at 2101 O'Neil Avenue)

- 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.
- 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

(\$ _____).
- 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.
- 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.

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



CITY OF CHEYENNE ITEMIZED BID SHEET FORM

BID SHEET, BASE BID	
BID PROPOSAL	
PROJECT	LCCC GREENWAY UNDERPASS

Item No.	Description	Unit	Est. Qty	Unit Price (in figures)	Total Price
1000.1	CONTRACT BOND	LS	LUMP SUM		
1020.1	INSPECTIONS AND TESTING FOR QUALITY CONTROL	LS	LUMP SUM		
1030.1	MOBILIZATION	LS	LUMP SUM		
1330.1	SURVEY MONUMENT REPLACEMENT	EA	1		
1035.1	MISCELLANEOUS FORCE ACCOUNT	\$	85,000	\$85,000.00	\$85,000.00
1050.1	TRAFFIC CONTROL	LS	LUMP SUM		
1050.2	CONSTRUCTION SHOEFLY	LS	LUMP SUM		
1563.1	SEDIMENT, EROSION CONTROL, AND STORM WATER MANAGEMENT	LS	LUMP SUM		
2075.1	REMOVAL OF CONCRETE SIDEWALK, INCL. SAW CUT	SY	11		
2075.2	REMOVAL OF CURB AND GUTTER	LF	20		
2210.1	UNCLASSIFIED EXCAVATION	CY	6,570		
2210.2	MUCK EXCAVATION	CY	500		
2210.2	EXCAVATION BELOW SUBGRADE	CY	500		
2210.3	ROCK EXCAVATION	CY	100		
2225.1	IMPORT TRENCH BACKFILL	CY	500		
2231.1	CRUSHED BASE GRADING 'W' OR GRADING 'L'	TON	430		

2231.2	STABILIZATION ROCK	CY	147		
2280.1	TOPSOIL STRIPING & STORING & PLACING	CY	840		
2515.1	ASPHALT PATCHING EXCEEDING 4" (COLLEGE DRIVE)	SY	400		
2515.2	ASPHALT PATCHING, 4" (LCCC PERIMETER ROAD)	SY	45		
2645.1	WATER MAIN, 6" PVC C900	LF	243		
2645.2	WATER MAIN FITTINGS, 6" BENDS (DIP)	EA	7		
2645.3	FLOW FILL FOR WATER/STORM SEPARATION	LF	20		
2725.01	18" CULVERT	LF	138		
2725.02	18" CORRUGATED SLOTTED PERFORATED PIPE	LF	30		
2725.03	24" HDPE DRAIN PIPE, WATER TIGHT	LF	799		
2725.04	12" HDPE - CORRUGATED, SMOOTH INTERIOR	LF	108		
2725.05	18" HDPE DRAIN PIPE, WATER TIGHT	LF	135		
2725.06	18" CULVERT PLUG	EA	1		
2725.07	24" CMP FES w/ COUPLER FOR HDPE TO CMP	EA	1		
2725.08	STORM SEWER FLAT TOP MANHOLE (4' DIA.)	EA	1		
2725.09	STORM SEWER MANHOLE (4' DIA.), D < 10'	EA	1		
2725.10	STORM SEWER MANHOLE (4' DIA.), D > 10'	EA	1		
2725.11	STORM SEWER MANHOLE (5' DIA.), D < 10'	EA	1		
2725.12	2'x2' AREA DRAIN/IN-LINE DRAIN	EA	2		
2725.13	IN-LINE DRAIN w/ SOLID LID	EA	1		

2725.14	3'x3' AREA DRAIN	EA	1		
2725.15	TYPE M1 INLET	EA	1		
2725.16	UNDERDRAIN PERFORATED PIPE, 6"	LF	426		
2725.17	UNDERDRAIN CLEANOUT, 6"	EA	2		
2806.1	SIGN PANEL (HUNG ON RETAINING WALL)	SF	10		
2895.1	MIRAFI 700 FILTER FABRIC	SY	415		
2895.2	TENSAR BX1200 GEOGRID	SY	782		
2895.3	WATER PROOFING MEMBRANE	SY	565		
2895.4	SHEET DRAIN	SY	199		
2895.5	COCONUT FIBER DITCH LINING	SY	35		
2900.1	HYDRO SEEDING, DRY LAND MIX	SF	58,300		
3340.1	24" CURB AND GUTTER	LF	20		
3340.2	CONCRETE GREENWAY, 4"	SF	8200		
3340.3	6" CURB HEAD PLACED MONOLYTHICALLY WITH GREENWAY	LF	82		
3340.4	CONCRETE SIDEWALK INSIDE RCBC (4")	SF	2260		
3340.5	STAIRS, COMPLETE (SOUTH SIDE)	LS	LUMP SUM		
3340.6	STAIRS, COMPLETE (NORTH SIDE)	LS	LUMP SUM		
3340.7	LANDING, 5" CONCRETE	SF	399		
3340.8	TRUNCATED DOME PLATES (2.5'x2')	EA	5		
3480.1	20'W x 10'H RCBC - HS25	LF	113		

4000.1	CONCRETE RETAINING WALLS, INCL. EXCAVATION & BACKFILL BEHIND WALL	LS	LUMP SUM		
4005.1	CONCRETE PAINTING: SINGLE COLOR ON STRUCTURE	LS	LUMP SUM		
4005.2	CONCRETE PAINTING: SINGLE COLOR INSIDE BOX	LS	LUMP SUM		
4010.1	ARCHITECTURAL SURFACE TREATMENT	LS	LUMP SUM		
4015.1	PRECAST MODULAR BLOCK SYSTEM	LF	116		
4020.1	WARMZONE SIDEWALK HEATING SYSTEM (SOUTH SIDE)	LS	LUMP SUM		
4025.1	LIGHTING THRU RCBC AND POLE MOUNTED	LS	LUMP SUM		
5000.1	HANDRAIL, WALL MOUNTED	LF	19		
5000.2	HANDRAIL, GROUND MOUNTED	LF	75		

TOTAL BASE BID: _____

BID ALTERNATE NUMBER ONE:

Item No.	Description	Unit	Est. Qty	Unit Price (in figures)	Total Price
4020.2	WARMZONE SIDEWALK HEATING SYSTEM (NORTH SIDE)	LS	LUMP SUM		

TOTAL BID ALTERNATE NUMBER ONE: _____

TOTAL BASE BID + BID ALTERNATE NUMBER ONE: _____

 BIDDER

CITY OF CHEYENNE MAY EVALUATE THE LOW BIDDER BASED ON EITHER BASE BID OR BASE BID + BID ALTERNATE NUMBER ONE AS THEY CHOOSE.



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) (Signature)

My Commission expires _____



CITY OF CHEYENNE BID BOND FORM

PROJECT	LCCC Greenway Underpass
BID NUMBER	S-2-22

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 _____

Attorney-in-fact

(Attach Power of Attorney)


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. Certification of Suspension or Debarment | [] |
| 8. Disadvantaged Business Enterprise (DBE) Participation Certification | [] |
| a. Indicate if Bidder Intends to Subcontract for Work or Materials | [] |
| b. List Name and Address of DBE Firms Contacted | [] |
| c. Indicated (YES or NO) Showing Response | [] |
| d. Show DBE as Subcontractor, Manufacturer, or Supplies | [] |
| e. Show Specific Subcontract Work or Materials | [] |
| 9. Certification for Contracts, Grants, Loans, and Cooperative Agreements | [] |
| 10. Registration with the Wyoming Secretary of State | [] |
| 11. Bidder Certification | [] |

PART 4 - NOTICE OF AWARD, NOTICE TO PROCEED, AND OTHER FORMS
CITY OF CHEYENNE, WYOMING

	<p><u>CITY OF CHEYENNE</u> <u>BID ACCEPTANCE FORM</u></p>
BID NUMBER:	S-2-22
DATE:	
TO:	

To Whom It May Concern:

The City of Cheyenne, having duly considered the proposals submitted on ___/___/___ for the construction of “**LCCC Greenway Underpass**”, 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



CITY OF CHEYENNE
NOTICE TO PROCEED FORM

BID NUMBER:	S-2-22
DATE:	
TO:	

You are hereby authorized to proceed on this date, _____ with the construction of “**LCCC Greenway Underpass**” 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:

Contractor:	
By [Printed Name]:	
By: [Signature]:	
Title:	
Date:	



**CITY OF CHEYENNE CONTRACTOR'S
CERTIFICATION OF COMPLETION FORM**

DATE:	
PROJECT:	LCCC Greenway Underpass
JOB NUMBER:	
CONTRACT NUMBER:	
OWNER:	
FROM:	

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:	LCCC Greenway Underpass
LOCATION:	
PROJECT NUMBER:	S-2-22
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 _____



CITY OF CHEYENNE
FINAL WAIVER OF LIEN
FORM

(Instructions at bottom of form)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by	
A.	
to furnish labor and materials for	
B.	
work, under a contract	
C.	
for the improvement of the premises described as	
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: _____

INSTRUCTIONS FOR FINAL WAIVER:	
A.	Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
B.	Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
C.	If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
D.	Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
E.	Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
F.	If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.



CITY OF CHEYENNE
AFFIDAVIT OF RELEASE OF LIENS
FORM

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.



CITY OF CHEYENNE
AFFIDAVIT OF PAYMENT
FORM

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: _____



CITY OF CHEYENNE
CONTRACT PAYMENT REQUEST
FORM

DATE:	
PROJECT:	LCCC Greenway Underpass
CITY BID NUMBER:	S-2-22
CITY CONTRACT NUMBER:	
CONTRACTOR:	
CONTRACT PAYMENT REQUEST NUMBER:	
FOR WORK COMPLETED THROUGH DATE OF:	

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

Original Contract Amount	\$
Net Change by Change Orders to Date	\$
Current Contract Amount	\$
Total Completed to Date	\$
Less 10% Retainage	\$
Total Earned Less Retainage	\$
Less Previous Payments	\$
Total Payment Due	\$
Total Retainage Due	\$

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

Contractor

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

PART 5 - AGREEMENT AND PERFORMANCE PAYMENT BONDS
CITY OF CHEYENNE, WYOMING

	<u>CITY OF CHEYENNE</u> <u>AGREEMENT FORM</u>
BID NUMBER:	S-2-22
CONTRACT NUMBER:	

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the CITY OF CHEYENNE, WYOMING, hereinafter referred to as the “CITY”, and _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH that the Contractor and the City, for the considerations stated herein, mutually agree as follows:

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 “**LCCC Greenway Underpass**” 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 one week 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. §16-6-116. 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; | 7. Supplemental Conditions; |
| 2. Addenda; | 8. Part IV Forms & Notices; |
| 3. Invitation for Bids; | 9. Specifications and Special Provisions; |
| 4. Instructions to Bidders; | 10. Federal Provisions |
| 5. Signed Bid Proposal; | 11. Drawings. |
| 6. General Conditions and Insurance; | |

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

Patrick Collins, Mayor

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

Contractor
By _____

Title

Address



CITY OF CHEYENNE
PERFORMANCE AND PAYMENT
BOND REQUIREMENTS

1.	Signature of principal must be affixed to the bond.
2.	Signature of principal must be witnessed.
3.	Name of principal must be witnessed.
4.	The legal capacity of the principal must be stated in the caption of the bond (i.e., corporation, partnership or sole proprietorship).
5.	If the principal is jointly owned, all owners must sign the bond.
6.	If the principal is a partnership, at least two partners must sign the bond.
7.	Signature of the attorney-in-fact acting on behalf of the surety company must appear on the bond.
8.	The surety's seal must be affixed to the signature of the attorney-in-fact (Facsimile seals are NOT acceptable).
9.	The surety company must be registered with the state insurance commission and qualified to do business in the State of Wyoming.
10.	Power of Attorney/Acknowledgment of Surety must be signed, sealed and dated with the same date as execution of bond.
11.	Date of written Agreement and date of bond must be same. Post-dated bonds are not acceptable.
12.	Bond form must be completely executed. Bonds with blank spaces, including dates, are unacceptable.
13.	The bond must be accompanied by a properly executed authorization of Power of Attorney. Note: 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.
CORPORATE PRINCIPALS ONLY	
14.	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.
15.	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.
16.	The corporate seal must be affixed to the signature of the principal. (Facsimile seals are NOT accepted).
17.	Each party is required to sign his/her own name.
18.	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.



CITY OF CHEYENNE
PERFORMANCE AND PAYMENT
BOND FORM

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 _____

(Attorney-in-fact)

(Address)

Countersigned by:

By _____
(Wyoming Resident Agent)

(Address)

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

Laramie County Community College, LCCC Greenway Underpass. 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: Sam Berta
Engineering
2101 O’Neil Ave.
Cheyenne, WY 82001
Ph: 307-637-6290

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.

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

It is understood and agreed that these policies are primary and non-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 **November 1, 2022**. 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
2. Five (5) Working Days after the effective date of a Work Directive.

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

The following replaces the City of Cheyenne & Board of Public Utilities Standard Construction Specifications and Standard Drawings, 2014 Edition, Section 01054.1.10-Acceptance of the Standard Specification.

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:

ORIGINAL CONTRACT AMOUNT		LIQUIDATED DAMAGE CHARGE
From (\$)	To and including (\$)	Charge per calendar day (\$)
0.00	25,000.00	250.00
25,000.01	50,000.00	500.00
50,000.01	100,000.00	1000.00
100,000.01	500,000.00	1500.00
500,000.01	1,000,000.00	2000.00
1,000,000.01	1,500,000.00	3000.00
1,500,000.01	and greater	3500.00

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 affect.

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.

LCCC Greenway Underpass

TENTATIVE PROJECT TIMELINE

Legal Advertisement:	August 11, 18, 25, 2021
<u>MANDATORY</u> Pre-Bid Meeting:	10:00 AM, August 17, 2021, Municipal Bldg, Room 208
Question Submission Date:	August 20, 2021
Addendum Response Deadline:	August 25, 2021
Bid Opening:	September 3, 2021
City Council 1st Reading:	September 27, 2021
Finance Committee:	October 4, 2021
City Council Final Approval:	October 11, 2021
Contract Signature Processing:	October 12-15, 2021
Notice to Proceed (Estimated):	October 18, 2021
Final Completion:	<u>November 1, 2022</u>

LCCC GREENWAY UNDERPASS

SUPPLEMENTARY SPECIFICATIONS

-- AND --

SPECIAL PROVISIONS

Supplementary Specifications

- 01050 Traffic Control
- 02190 Aggregates
- 02210 Excavation, Embankment and Compaction
- 02220 Trench Excavation
- 02222 Rock Excavation
- 02225 Trench Backfill
- 02900 Landscaping
- 03340 Concrete Sidewalks, Driveway Approaches, Curb Turn Fillets, Valley Gutters and Misc. New Concrete Construction

Special Provisions

- 04000 Concrete Retaining Walls
- 04005 Concrete Painting
- 04010 Architectural Surface Treatment
- 04015 Precast Modular Block System
- 05000 Handrail
- 260519 Low-Voltage Electrical Power Conductors and Cables
- 260526 Grounding and Bonding for Electrical Systems
- 260529 Hangers and Supports for Electrical Systems
- 260533 Raceway and Boxes for Electrical Systems
- 260553 Identification for Electrical Systems
- 262416 Panelboards
- 262726 Wiring Devices
- 265100 Interior Lighting
- 265600 Exterior Lighting

SECTION 01050: TRAFFIC CONTROL

Add the following subsections:

1.01 B. This section consists of construction, providing, continuously maintaining, and restoring to pre-existing conditions, a shoefly surface meeting the size and layout required within the construction plans.

1.06 Construction Shoefly

A. Contractor is required to provide a minimum 28-foot top width of the shoefly in order to facilitate over size loads that may utilize College Drive as a bypass route, as approved by The Wyoming Department of Transportation (WYDOT). Shoefly shall have minimum radii of 100-feet at centerline, 150' taper lengths, and maximum 3% cross slope as indicated in the construction plans.

PART 3 EXECUTION

Add the following subsection:

3.01 CONSTRUCTION SHOEFLY

- A. Shoefly shall be constructed of unsaturated native material with a gravel top.
- B. Contractor is responsible for maintaining surfacing condition for the duration of its use.
- C. College Drive is maintained by WYDOT. Contractor is to address any deficiencies in the surface within 24-hours of a request made by either the Owner or WYDOT.
- D. When the shoefly is no longer required for use in the construction of the project, the Contractor shall remove all surfacing material and restore the surface to preexisting conditions, including grade and dry land seed.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

Add the following subsection:

C. Construction Shoefly shall be measured by the lump sum.

4.02 BASIS OF PAYMENT

Add the following subsection:

B. Shoefly – Payment shall constitute full compensation for all fill material, aggregate material, excavation, equipment, tools and labor and for the performance of all work and incidentals necessary to complete this item, including removal of shoefly and restoration to preexisting conditions. Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Shoefly	LS

SECTION 02190: AGGREGATES

Add the following column to the Crushed Base and Subbase Gradations table

2.03 B.3.

SIEVE DESIGNATION	GRADING L
2"	-----
1-1/2"	100
1"	90 – 100
3/4"	-----
1/2"	60 – 85
# 4	35 – 55
# 8	25 - 50
# 30	10 - 30
# 200	3 - 15

Crushed Base Grading "L" may be used in place of Crushed Base Grading "W" throughout the project at the Contractor's discretion.

Add the following subsections:

2.15 Aggregate for Stabilization

2.15 A. Stabilization Rock shall be used in the location(s) indicated in the construction plans. Stabilization Rock shall be crushed rock, crushed concrete, gravel or other acceptable durable and inert material that is free from fines and clay, and has an effective diameter between one-half (1/2) inch and two and one-half (2 1/2) inches.

2.15 B. Contractor shall submit sample to Engineer prior to installation.

SECTION 02210: EXCAVATION, EMBANKMENT AND COMPACTION

Delete all references to Rock Excavation in this Section. Refer to Section 02222 Rock Excavation.

Add the following subsections:

2.04 A. The final decision of determining what "Muck Excavation" is shall be determined by the Engineer.

2.06 Excavation Below Subgrade

A. In the event material is discovered that is not defined as Muck Excavation, but is determined unworkable or unsuitable by the Engineer, the material shall be removed as determined by the Engineer.

3.04 A. Fine grading will not be paid separately and is considered subsidiary.

3.05 D. No separate payment will be made for dewatering and it shall be considered subsidiary to other bid items.

4.01 H. EXCAVATION BELOW SUBGRADE: This item shall be measured by the average end area method of calculating cubic yards of material.

4.02 H. EXCAVATION BELOW SUBGRADE: This item shall be paid for by the Cubic Yard basis of material at the contract unit bid price. The price shall reflect compensation for all labor, equipment, tools and incidentals necessary to complete the excavation and disposal of unsuitable material in embankment foundations and soft or unsuitable material in the Subgrade.

SECTION 02220: TRENCH EXCAVATION

Add the following subsection:

3.01 B. The suitability of the excavated material for use as backfill shall be determined by the Engineer. The Contractor shall be responsible for managing the excavated material that is suitable for backfill. In the event this material becomes contaminated or otherwise unsuitable for backfill, it shall be the Contractor's responsibility to remove it from the site and import suitable backfill material, as determined by the Engineer, at no additional cost to the Owner.

Amend the following subsection:

3.15 TRENCH DIMENSIONS

A. Remove the first sentence and replace with: "Trench width from the bottom to one (1) foot above the top of the pipe shall be no less than the outside diameter of the pipe plus twelve (12) inches on either side of the pipe, but no more than twenty four (24) inches on either side of the pipe plus the pipe outside diameter."

SECTION 02222: ROCK EXCAVATION

Add the following subsections:

1.03 DEFINITIONS

A. Rock Excavation as it relates to trench excavation shall be defines as materials in which a minimum 52,000-pound excavator with rock tiger teeth on the bucket cannot remove. As approved by the Engineer.

B. Rock Excavation as it relates to excavation and embankment work shall be defined as material in which a minimum D-9 size dozer with one ripper tooth cannot penetrate. As approved by the Engineer.

SECTION 02225: TRENCH BACKFILL

Add the following subsections:

3.01 A.7. If excavated material is considered unsuitable for backfill by the Engineer, and there is no available suitable excess native material on site, the Contractor shall remove the unsuitable material from the site and import suitable material for backfill. All suitable onsite materials shall be used prior to receiving approval for use of the Import Trench Backfill bid item. Import Trench Backfill shall meet the requirements of Section 02190 Crushed Base Aggregate Grading "G".

4.01 B. Import Trench Backfill shall be measured by the cubic yard; complete in place, based on the trench width multiplied by the trench depth multiplied by the trench length. Trench dimensions are outlined in these Supplementary Specifications, Section 02220, 3.15A. Trench backfill shall be compacted to 95% ASTM D 698 Standard Proctor.

SECTION 02900: LANDSCAPING

2.01 MATERIALS

Remove Section G and replace with the following:

G. Dry land seed mix shall be of the following mix and guaranteed 95% pure live seed.

Buffalo Brand Seed, Low Grow Mix

Crested Wheatgrass, Ephrain	30%
Perennial Ryegrass, VNS	25%
Sheep Fescue, Blue Mesa	15%
Chewing Fescue, Shadow III	15%
Canada Bluegrass, Drayler (Upland)	15%

Application rate shall be thirty (30) pounds/acre.

SECTION 03340: CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION

2.01 MATERIALS

Remove Section A and replace with the following:

A. Sidewalks, *Greenway*, and drive approaches, either new or replacement, valley gutters, curb turn fillets and *stairs* shall be constructed at the locations shown on the plans and where directed by the Engineer, and shall be in accordance with these specifications and Standard Drawings.

Add the following subsections:

3.12 STAIRS

- A. Form and construct stairs as detailed in the construction drawings.
- B. If called-out to include a snow melt system within the stairs, the Contractor shall coordinate work between trades to ensure the snow melt system is adequately installed in conjunction with the rebar and handrail sleeving, prior to placing concrete.

3.13 LANDINGS

- A. Form and construct landings as detailed in the construction drawings.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

Add the following subsections:

- F. Stairs – This item shall be measured by the lump sum.
- G. Landings – This item shall be measured by the square foot as detailed on the “Stair Detail” construction drawings.

4.02 BASIS OF PAYMENT

Add the following subsection:

- F. Stairs and Landings – Payment shall constitute full compensation for all materials, excavation, backfill, curing of concrete, premolded mastic materials, reinforcement, equipment, tools and labor and for the performance of all work and incidentals necessary to complete this item. Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Stairs, Complete (South Side)	LS
Stairs, Complete (North Side)	LS
Landing, 5” Concrete	SF

SPECIAL PROVISION

SECTION 04000 (New Section)

CONCRETE RETAINING WALLS

This Special Provision is hereby made a part of the contract document and shall supplement, amend, and wherein conflict therewith, supersede various sections of the City of Cheyenne and Board of Public Utilities "Construction Standards and Specifications" latest edition, and all amendments to date.

PART 1 GENERAL

1.01 SUMMARY

- A. This section consists of concrete retaining walls consisting of air-entrained portland cement concrete constructed in accordance with these specifications. This work shall include all excavation and backfill necessary to construct the concrete retaining walls in the location and to the dimensions specified in the plans.

1.02 SUBMITTALS

- A. All submittals shall conform to SECTION 03304, PORTLAND CEMENT CONCRETE.

1.03 RELATED WORK

- A. Section 02210 – Excavation, Embankment, and Compaction
- B. Section 03100 – Concrete Formwork.
- C. Section 03251 – Expansion and Contraction Joints.
- D. Section 03304 – Portland Cement Concrete.
- E. Section 03305 – Concrete Quality Control.
- F. Section 03310 – Concrete Work.
- G. Section 03345 – Concrete Finishing.
- H. Section 03370 – Concrete Curing and Sealing.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Air-entrained portland cement concrete shall conform to the requirements of SECTION 03304, PORTLAND CEMENT CONCRETE.
- B. Reinforcing steel shall conform to the requirements of SECTION 03200, CONCRETE REINFORCEMENT.
- C. Joint material shall conform to the requirements of SECTION 03251, EXPANSION AND CONTRACTION JOINTS.

PART 3 EXECUTION

3.01 GENERAL

- A. Concrete retaining walls shall be constructed at the locations and to the dimensions shown in the plans, and shall be in accordance with these specifications.

3.02 SUBGRADE AND BASE COURSE PREPARATION

- A. The subgrade shall be excavated to the required grades and lines.
- B. Base course shall be installed to the required grade in accordance with SECTION 02231, AGGREGATE SUBBASE AND BASE COURSE.
- C. The subgrade and base course shall be a minimum ninety-five (95) percent of maximum dry density as determined by ASTM D698. Testing shall be done on every wall section ("A" or "B" wall) every 200 square foot.

3.03 CONCRETE FORMWORK

- A. Concrete formwork shall be done in accordance with SECTION 03100, CONCRETE FORMWORK.

3.04 CONCRETE REINFORCEMENT

- A. Concrete reinforcement shall be placed in accordance with the construction plans.
- B. Concrete reinforcement shall be done in accordance with SECTION 03200, CONCRETE REINFORCEMENT.

3.05 JOINTS

- A. Expansion joints shall be installed at the locations shown on the construction plans.

3.06 BACKFILL

- A. Backfill using non-saturated native material.
- B. Backfill material shall be placed in uniform approximate horizontal layers not exceeding eight (8) inches in loose thickness, for the entire width of the excavated area. Each layer of backfill shall be completed, leveled and compacted before succeeding layer is placed.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Concrete Retaining Walls shall be measured by as a lump sum item.

4.02 BASIS OF PAYMENT

- A. The following item shall constitute a pay item for the work covered in this specification. Payment shall be full compensation for excavation, forming, placing concrete

reinforcement, placing concrete, stripping forms, placing and compacting backfill, and providing all labor, materials, tools, equipment, and other incidentals necessary for doing the work.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Concrete Retaining Wall	LS

END OF SECTION 04000

SPECIAL PROVISION

SECTION 04005 (New Section)

CONCRETE PAINTING

This Special Provision is hereby made a part of the contract document and shall supplement, amend, and wherein conflict therewith, supersede various sections of the City of Cheyenne and Board of Public Utilities "Construction Standards and Specifications" latest edition, and all amendments to date.

PART 1 GENERAL

1.02 SUMMARY

- B. Furnish and apply a two coat concrete paint to the exposed concrete surfaces of the structure as hereinafter provided.

PART 2 MATERIALS

2.01 MORTAR

- A. Use mortar for sack rubbing the concrete surfaces as specified in this special provision, or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products
ThoroSeal Pearl Gray by Thoro Products

- B. The mortar shall contain one of the following acrylic bonding admixtures mixed and applied in accordance with the manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products
Achro 60 by Thoro Products
Achro Set by Master Builders

CONCRETE PAINT

- A. All retaining wall areas stamped with the architectural surface treatment shall be painted with the following product: Apply two coats of Duramax Elastomeric Exterior Masonry, Stucco and Brick paint by Valspar in color FIG (Base 2, 107-7Y15, 109-11Y42, 203-9Y43.5) (lighter color.)
- B. Inside of the precast box shall be painted with the following product: Apply two coats of Duramax Elastomeric Exterior Masonry, Stucco and Brick paint by Valspar in color FIG (lighter color).
- C. Face of RCBC at **SOUTH END** shall be painted with the following product: Apply two coats of Duramax Elastomeric Exterior Masonry, Stucco and Brick paint by Valspar in color FIG (lighter color).
- D. Face of RCBC at **NORTH END** shall be painted with the following product: Apply two coats of Duramax Elastomeric Exterior Masonry, Stucco and Brick paint by Valspar in color WESTERN BROWN (darker color).

- E. Rear face of all retaining walls, from top edge to 3' below top edge, or to top edge of sheet drain, whichever is greater, shall be painted with the following product: Apply two coats of Duramax Elastomeric Exterior Masonry, Stucco and Brick paint by Valspar in color WESTERN BROWN (darker color).
- F. All retaining wall areas that do not receive the architectural surface treatment shall be painted with the following product: Apply two coats of Duramax Elastomeric Exterior Masonry, Stucco and Brick paint by Valspar in color WESTERN BROWN (darker color). See Section 3.04 D.

PART 3 EXECUTION

3.01 GENERAL

- A. Furnish, prepare, apply, cure and store all materials in accordance with product manufacturer's specifications for the type and condition of application required.
- B. Match or exceed the paint manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to painting.

3.02 PREPARATION

- A. After removing forms, remove all metal devices used to tie forms together in a way that leaves no metal within less than one inch of the concrete surface and does not injure the concrete surface. The contractor shall not burn off rods, bolts, or other metal devices. After removing the ties, roughen the opening and remove all concrete containing any oil.
- B. Immediately after removing forms, saturate all cavities, produces, and all other holes, depressions, and honeycomb spots with water and carefully point with a Portland Cement and a fine aggregate mortar mixed in the same proportions as the concrete being treated and of as dry a consistency as possible to use. For exposed surfaces, use as much white cement as necessary to provide a mortar the approximate color of the concrete. Use mortar that is not more than one hour old.
- C. Clean all open joints in the completed work to make them free of mortar and concrete.
- D. If using insulated forms, or if allowed to leave forms in place for more than 72 hours, point holes, cavities, depressions, and honeycomb areas and apply a sack rub finish as soon after removing the forms as weather and curing conditions allow.

3.03 SACK RUBBED SURFACE FINISH

- A. Produce a sack rubbed surface finish by rubbing the concrete surface with a clean rubber floats or wad of burlap mortar. Use mortar made of one part Portland Cement and 2 parts, by volume, sand passing a No. 16 sieve, mixed with sufficient water to provide a consistency equal to that of thick cream. Use the same type and brand of cement as used in the concrete. If necessary, blend white cement into the cement to match the surrounding concrete surface.

- B. Thoroughly wet the surface of the concrete and then perform sack rubbing while the surface is damp but not wet. Thoroughly rub the mortar over the area with a rubber float or wad of burlap, filling all pits. While the mortar is still plastic in the pits, rub the surface with the rubber float or burlap using a dry mix of the above proportions, removing all excess plastic material and placing enough dry material in the pits to stiffen and solidify the mortar, then finish the mortar filling flush with the surface. At the end of the rubbing, no mortar or material shall remain on the surface other than that within the pits.
- C. Ensure the completed surface is free of surface voids and blemishes, and is uniform in appearance and texture, except for the difference in texture between the filled voids and the remainder of the surface.
- D. Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free from all laitance, dirt, dust, grease, efflorescence, and any foreign materials and that the surface will accept the coating material according to the product requirements. At a minimum, clean the surface using 3000-psi water blast. Hold the nozzle of the water blaster approximately 6-inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

3.04 PAINTING CONCRETE SURFACES

- A. Apply the concrete paint in accordance to the manufacturer's recommendations.
- B. Apply the concrete paint only when air or surface temperatures are between 35° and 90° F.
- C. Do not begin painting the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to sidewalk areas or handrailing, provide temporary covering protection from overspray or splatter.
- D. Concrete paint will be applied as follows:
 - 1. Painting on Retaining Walls, Darker Color, Color WESTERN BROWN:
 - a. Apply along top 11" of the front face of each retaining wall in the area which is not imprinted from a form liner.
 - b. Apply to the top horizontal surface of all retaining walls (18-inch width).
 - c. Apply to the entire surface of the "columns" located in all retaining walls. A column is the 2-foot wide surface of each retaining wall that is not imprinted from a form liner.
 - d. Apply to the entire exposed rear face of all retaining walls from top edge to 3' below the top edge, or to top edge of sheet drain.

- e. Apply to the exposed face of the RCBC on the NORTH side.
- 2. Painting on Retaining Walls, Lighter Color, Color FIG:
 - a. Apply to any surface which is imprinted from a form liner and recessed art areas.
 - b. Apply to the exposed face of the RCBC on the SOUTH side.
- 3. Painting inside Precast Box, Lighter Color, Color FIG:
 - a. Apply inside the precast box on the sides and top, including the haunches. Do not apply to the sidewalk surface or the bottom of the box.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Concrete Painting shall be measured as a lump sum item.

4.02 BASIS OF PAYMENT

- A. The following items shall constitute a pay item for the work covered in this specification. Payment shall be full compensation for furnishing and applying the coloring system, and providing all labor, materials, tools, equipment, and other incidentals necessary for doing the work.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Concrete Painting: Single Color on Structure	LS
Concrete Painting: Single Color Inside Box	LS

END OF SECTION 04005

SPECIAL PROVISION

SECTION 04010 (New Section)

ARCHITECTURAL SURFACE TREATMENT

This Special Provision is hereby made a part of the contract document and shall supplement, amend, and wherein conflict therewith, supersede various sections of the City of Cheyenne and Board of Public Utilities "Construction Standards and Specifications" Latest Edition, and all amendments to date.

PART 1 GENERAL

1.03 SUMMARY

- A. Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and hereinafter provided.

PART 2 MATERIALS

2.01 FORM LINER

- A. Form liner shall be a rock or brick pattern. Contractor shall submit form liner pattern to Owner for approval.
- B. Use form liners that attach easily to the forming system, and do not compress more than ¼-inch when poured at a rate of 10 vertical feet/hour.

2.02 RELEASE AGENT

- A. Use a release agent that is compatible with the form liner and coloring materials.

2.03 WALL TIES

- A. Wall ties shall have set "break-backs" at a minimum of ¾-inches from the finished concrete surface.

PART 3 EXECUTION

3.01 EQUIPMENT

- A. Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

3.02 FORM LINER PREPARATION

- A. Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary, per manufacturer's recommendations.
- B. Apply form release per manufacturer's recommendations.

3.03 FORM LINER ATTACHMENT

- A. Place adjacent liners less than ¼-inch from each other, attach liner securely to forms in accordance with the manufacturer’s recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size and frequency.

3.04 SURFACE FINISHING

- A. Ensure that the textured surface is free from laitance; sandblasting is not permitted.
- B. Grind or fill pouring blemishes.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Architectural Surface Treatment shall be measured as a lump sum item.

4.02 BASIS OF PAYMENT

- A. The following item shall constitute a pay item for the work covered in this specification. Payment shall be full compensation for producing the proposed architectural surface treatment including: preparing the foundation, finishing and protecting the surface treatment, properly disposing of surplus material, and providing all labor, materials, tools, equipment, and other incidentals necessary for doing the work.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Architectural Surface Treatment	LS

END OF SECTION 04010

SPECIAL PROVISION

SECTION 04015 (New Section)

PRECAST MODULAR BLOCK SYSTEM

This Special Provision is hereby made a part of the contract document and shall supplement, amend, and wherein conflict therewith, supersede various sections of the City of Cheyenne and Board of Public Utilities "Construction Standards and Specifications" Latest Edition, and all amendments to date.

PART 1 GENERAL

1.01 SUMMARY

- A. Construct a precast modular block system in accordance with the construction plans.

1.02 REFERENCES

- A. ASTM C-33 Specification for Concrete Aggregates
- B. ASTM C-39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
- C. ASTM C-94 Specification for Ready-Mixed Concrete
- D. ASTM C-138 Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
- E. ASTM C-143 Test Method for Slump of Hydraulic-Cement Concrete
- F. ASTM C-260 Specification for Air-Entraining Admixtures for Concrete
- G. ASTM C-494 Specification for Chemical Admixtures for Concrete
- H. ASTM C1611 Test Method for Slump Flow of Self-Consolidating Concrete
- I. ASTM C-1776 Standard Specification for Wet-Cast Precast Modular Block Retaining Wall Units

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall inspect all products at delivery to determine that the proper materials have been delivered and are usable. Damaged material shall not be incorporated into the work.
- B. Precast units shall be stored in a location and manner that protects against excessive weathering and damage. Contractor shall prevent units from excessive soiling and coming in contact with substances which may stain or adhere to the finished visual surfaces of the unit.
- C. Faces of the units shall be free of excessive chipping, cracking and stains.

PART 2 MATERIALS

2.01 PRECAST UNITS

1. The precast unit shall consist of concrete with the average 28-day compressive strength of no less than 4000 psi.
2. Ensure the concrete incorporates an additive to reduce moisture absorption and block discoloration caused by efflorescence.
3. Submit available textures of units to Owner for review.

PART 3 EXECUTION

3.01 SITE PREPARATION

- A. Contractor shall excavate to the lines and grades shown on the construction drawings.
- B. Ensure that the base has been compacted and leveled to receive units. Do not use saturated soils under units.
- C. Compacted material shall extend to six inches beyond rear face of units.

3.02 WALL LAYOUT

- A. Ensure the precast modular block unit construction conforms with the lines, grades, design and dimensions shown in the contract.

3.03 PRECAST MODULAR BLOCK COMPONENT PLACEMENT

- A. Ensure the precast modular block components are handled and placed in such a manner that they are not cracked or chipped and no damage is caused to the seating areas.
- B. Place the first course of components side by side on the base. Take care in the placement to ensure a firm bedding, proper alignment and correct elevation. Use a string line or other method approved by the engineer to ensure uniform alignment of each course components throughout the wall length.
- C. Spacing or gaps between units shall not exceed 1/2-inch.
- D. Prior to placing capstones, place a ¼-inch bead of exterior construction adhesive, approved by the Engineer, on the underside of each cap unit.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Measurement for Precast Modular Block System shall be made by the lineal foot of block units measured at the front, top edge of the top unit (not the capstone), regardless of the number of units stacked. Where the precast wall component system turns 90°, measurement will only be made along a single face of the corner unit.

4.02 BASIS OF PAYMENT

- A. The following item shall constitute a pay item for the work covered in this specification. Payment shall include furnishing, installing and providing all labor, materials, tools, equipment, and other incidentals necessary for doing the work, including excavation, base preparation, bedding material, units and capstones.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Precast Modular Block System	LF

END OF SECTION 04015

SPECIAL PROVISION

SECTION 05000 (New Section)

HANDRAIL

This Special Provision is hereby made a part of the contract document and shall supplement, amend, and wherein conflict therewith, supersede various sections of the City of Cheyenne and Board of Public Utilities "Construction Standards and Specifications" Latest Edition, and all amendments to date.

PART 1 GENERAL

1.01 SUMMARY

- A. The work in this section consists of furnishing and installing all handrails and appurtenances.

1.02 RELATED WORK

- A. Section 03310 – Concrete Work

1.03 QUALITY ASSURANCE

- A. American Society for Testing and Materials (ASTM), American Institute of Steel Construction (AISC), American Welding Society (AWS).

1.04 SUBMITTALS

- A. Shop Drawings and Erection Drawings. Show materials and specifications list, construction and fabrication detail, layout and erection diagrams, and method of anchorage to adjacent construction. Give location, type, size and extent of welding and bolted connections and clearly distinguish between shop and field connections. Work shall conform to approved shop drawings.

PART 2 MATERIALS

2.01 PIPE RAILINGS

- A. Round steel handrailing shall conform to ASTM Serial Designation A53, Type E, Grade B or ASTM A53, Type S, Grade B.

2.02 HARDWARE

- A. All hardware including nuts, bolts, and washers shall be cadmium plated, and shall conform to ASTM A307, or stainless steel.

2.03 EXPANSION BOLTS

- A. Expansion bolts and anchors shall be stainless steel. Where expansion bolts are used to fasten to concrete, they shall be approved equal to Hilti "KWIK-BOLT", Molly Parabolt or Phillips Redhead Expansion Anchor Bolts.

2.04 STEEL RAIL STRAPS

- A. Steel rail straps shall be galvanized with a 1/8" bevel on each edge.
- B. Steel rail straps are to be installed on all ground mounted handrail.

PART 3 EXECUTION

3.01 GENERAL FABRICATION AND INSTALLATION REQUIREMENTS

- A. **Quality and Standards.** All fabrication shall be equal to good practice in modern fabrication shop. Ferrous metals shall be thoroughly cleaned of all loose scale and rust before being fabricated. Finished members shall be free of twists, bends or open joints, and shall present a neat workmanlike appearance when completed. Conform with A.W.S. and A.I.S.C. specifications and codes.
- B. **Welding.** All welding shall be done in accordance with the "Code for Arc and Gas Welding in Building Construction", AWS D1.0. Welders shall be qualified by tests in accordance with AWS B3.0.
- C. **Fabrication and Installation.** Form and fabricate to meet required conditions. Include clips, straps, bolts, screws, and other fastenings necessary to secure the work. Accurately make and tightly fit joints and inner-sections in true planes with adequate secure fastenings. All metal work shall be erected plumb, true on line, and in its designated location. Field welds on exposed surface shall be ground and finished smooth. After installation, all work shall be left in a neat and clean condition, ready for final painting or coating.
 - 1. **Coordinate work of this Section with related trades.** Particular attention is required for items to be embedded in concrete work. Provide all punchings and drillings indicated or required for attachment of other work to that of this Section. Prior to fabrication and installation of railing, conduct field measurements to determine the locations and spacing of all embedded plates.
 - 2. **Compliance with Safety Requirements.** Dimensions required for the fabrication and installation of handrails which are not shown on the drawings, shall conform to the applicable requirements of OSHA Occupational Safety and Health Standards.
- D. **Protection.** Protect and repair adjacent surfaces and areas which may become damaged as a result of work of this Section. Protect work until completion and final acceptance of project by Owner. Repair or replace all damaged or defective work to original specified condition, at no additional cost to the Owner.
- E. **Painting and Coating.** All ferrous metals, except galvanized metals, shall be given one or more shop coats of paint. Do not paint areas to be field welded. After erection, all areas where the shop coats have been rubbed off or omitted, and all field bolting and welding shall be painted, as specified.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Measurement for handrail shall be made by the lineal measurement of handrail installed as measured along the top rail at its centerline, complete and in place.

4.02 BASIS OF PAYMENT

- A. The following item shall constitute a pay item for the work covered in this specification. Payment shall include furnishing, installing and providing all labor, materials, tools, equipment, and other incidentals necessary for doing the work, including sleeving, mounting brackets, steel rail straps, and all items necessary to secure the handrail in its permanent position.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Handrail, Wall Mounted	LF
Handrail, Ground Mounted	LF

END OF SECTION 05000

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes building wire and wiring connectors and connections.
- B. Related Sections:
 - 1. Section 260553 - Identification for Electrical Systems: Product requirements for wire identification.

1.2 REFERENCES

- A. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- B. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.

1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
 - 1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
 - 2. Stranded conductors for control circuits.
 - 3. Conductor not smaller than 12 AWG for power and lighting circuits.
 - 4. Conductor not smaller than 16 AWG for control circuits.
 - 5. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.
- B. Wiring Methods: Provide the following wiring methods:
 - 1. Use only building wire, Type THHN/THWN insulation, in raceway.

1.4 DESIGN REQUIREMENTS

- A. Conductor sizes are based on copper.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALITY ASSURANCE

- A. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on Drawings.

1.9 COORDINATION

- A. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.
- B. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 ft of length shown.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

- A. Product Description: Single conductor insulated wire.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 75 degrees C.
- E. Insulation Material: Thermoplastic.

2.2 WIRING CONNECTORS

- A. Split Bolt Connectors:
- B. Solderless Pressure Connectors:
- C. Spring Wire Connectors:
- D. Compression Connectors:

2.3 TERMINATIONS

- A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.
- B. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify mechanical work likely to damage wire has been completed.
- B. Verify raceway installation is complete and supported.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- C. Identify and color code wire and cable under provisions of Section 260553. Identify each conductor with its circuit number or other designation indicated.
- D. Special Techniques--Building Wire in Raceway:
 - 1. Pull conductors into raceway at same time.
 - 2. Install building wire 4 AWG and larger with pulling equipment.
- E. Special Techniques - Cable:
 - 1. Protect exposed cable from damage.
 - 2. Use suitable cable fittings and connectors.
- F. Special Techniques - Wiring Connections:
 - 1. Clean conductor surfaces before installing lugs and connectors.
 - 2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 - 3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
 - 4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
 - 5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- G. Install terminal lugs on ends of 600 volt wires unless lugs are furnished on connected device, such as circuit breakers.
- H. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.
- I. For terminal lugs fastened together such as on transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

3.4 WIRE COLOR

A. General:

1. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following:
 - a. Black and red for single phase circuits at 120/240 volts.
2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
 - a. Black and red for single phase circuits at 120/240 volts.

B. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.

C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.

D. Feeder Circuit Conductors: Uniquely color code each phase.

E. Ground Conductors:

1. For 6 AWG and smaller: Green.
2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.5 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Rod electrodes.
 - 2. Wire.
 - 3. Mechanical connectors.

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
 - 1. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.

1.3 SYSTEM DESCRIPTION

- A. Grounding systems use the following elements as grounding electrodes:
 - 1. Concrete-encased electrode.
 - 2. Rod electrode.

1.4 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms maximum.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of components and grounding electrodes.

1.6 QUALITY ASSURANCE

- A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.
- B. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
- C. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

1.9 COORDINATION

- A. Complete grounding and bonding of building reinforcing steel prior concrete placement.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

- A. Product Description:
 - 1. Material: Copper-clad steel.
 - 2. Diameter: 3/4 inch.
 - 3. Length: 8 feet.
- B. Connector: U-bolt clamp.

2.2 WIRE

- A. Material: Stranded copper.
- B. Foundation Electrodes: 4 AWG.

- C. Grounding Electrode Conductor: Copper conductor bare.
- D. Bonding Conductor: Copper conductor insulated.

2.3 MECHANICAL CONNECTORS

- A. Description: Bronze connectors, suitable for grounding and bonding applications, in configurations required for particular installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify final backfill and compaction has been completed before driving rod electrodes.

3.2 PREPARATION

- A. Remove paint, rust, mill oils, surface contaminants at connection points.

3.3 INSTALLATION

- A. Install rod electrodes at locations as indicated on Drawings.
- B. Install grounding and bonding conductors concealed from view.
- C. Install 4 AWG bare copper wire in foundation footing.
- D. Bond together metal siding not attached to grounded structure; bond to ground.
- E. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- F. Permanently ground entire light and power system in accordance with NEC, including service equipment, lighting panelboards, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
- G. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
- C. Perform ground resistance testing in accordance with IEEE 142.

- D. Perform leakage current tests in accordance with NFPA 99.
- E. Perform continuity testing in accordance with IEEE 142.
- F. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Conduit supports.
 - 2. Formed steel channel.
 - 3. Spring steel clips.
 - 4. Equipment bases and supports.

1.2 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

PART 2 - PRODUCTS

2.1 CONDUIT SUPPORTS

- A. Conduit clamps - general purpose: One hole malleable iron for surface mounted conduits.
- B. Cable Ties: High strength nylon temperature rated to 185 degrees F. Self locking.

2.2 FORMED STEEL CHANNEL

- A. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.3 SPRING STEEL CLIPS

- A. Product Description: Mounting hole and screw closure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.
- B. Remove incompatible materials affecting bond.
- C. Obtain permission from Architect/Engineer before using powder-actuated anchors.
- D. Do not drill or cut structural members.

3.2 INSTALLATION - HANGERS AND SUPPORTS

A. Anchors and Fasteners:

1. Concrete Structural Elements: Provide precast inserts, expansion anchors, powder actuated anchors and preset inserts.
2. Concrete Surfaces: Provide self-drilling anchors and expansion anchors.
3. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide toggle bolts and hollow wall fasteners.
4. Solid Masonry Walls: Provide expansion anchors and preset inserts.
5. Sheet Metal: Provide sheet metal screws.
6. Wood Elements: Provide wood screws.

B. Inserts:

1. Install inserts for placement in concrete forms.
2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.

C. Install conduit and raceway support and spacing in accordance with NEC.

D. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

E. Install multiple conduit runs on common hangers.

F. Supports:

1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
2. Install surface mounted cabinets and panelboards with minimum of four anchors.

3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch off wall.

3.3 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

- A. Construct pole bases as detailed on the plans.

3.4 PROTECTION OF FINISHED WORK

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION 260529

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes conduit outlet boxes, pull and junction boxes, and handholes.
- B. Related Sections:
 - 1. Section 260526 - Grounding and Bonding for Electrical Systems.
 - 2. Section 260529 - Hangers and Supports for Electrical Systems.
 - 3. Section 260553 - Identification for Electrical Systems.
 - 4. Section 262726 - Wiring Devices.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 5. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
 - 6. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
- B. Wet and Damp Locations: Provide, electrical metallic tubing. Provide cast metal or nonmetallic outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.

1.4 DESIGN REQUIREMENTS

- A. Minimum Raceway Size: 1/2 inch unless otherwise specified.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents:

1. Record actual routing of conduits larger than 2 inch.
2. Record actual locations and mounting heights of outlet, pull, and junction boxes.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- B. Protect PVC conduit from sunlight.

1.7 COORDINATION

- A. Coordinate installation of outlet boxes for equipment connected under Section 260503.

PART 2 - PRODUCTS

2.1 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked steel construction with PVC jacket.
- B. Fittings: NEMA FB 1.

2.2 ELECTRICAL METALLIC TUBING (EMT)

- A. Product Description: ANSI C80.3; galvanized tubing.
- B. Fittings and Conduit Bodies: NEMA FB 1; steel, type.

2.3 NONMETALLIC CONDUIT

- A. Product Description: NEMA TC 2; Schedule 40 PVC.
- B. Fittings and Conduit Bodies: NEMA TC 3.

2.4 OUTLET BOXES

- A. Nonmetallic Outlet Boxes: NEMA OS 2.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Furnish gasketed cover by box manufacturer. Furnish threaded hubs.

2.5 PULL AND JUNCTION BOXES

- A. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- B. Fiberglass Concrete composite Handholes: Die-molded, glass-fiber concrete composite hand holes:
 - 1. Cover: Glass-fiber concrete composite, weatherproof cover with nonskid finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

- A. Ground and bond raceway and boxes in accordance with Section 260526.
- B. Fasten raceway and box supports to structure and finishes in accordance with Section 260529.

3.3 INSTALLATION - RACEWAY

- A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
- B. Arrange raceway supports to prevent misalignment during wiring installation.
- C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 260529.
- E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports
- F. Route exposed raceway parallel and perpendicular to walls.
- G. Route conduit in and under slab from point-to-point.
- H. Maintain clearance between raceway and piping for maintenance purposes.
- I. Cut conduit square using saw or pipe cutter; de-burr cut ends.

- J. Bring conduit to shoulder of fittings; fasten securely.
- K. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
- L. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- M. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2 inch size.
- N. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
- O. Install fittings to accommodate expansion and deflection where raceway crosses seismic, control and expansion joints.
- P. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

3.4 INSTALLATION - BOXES

- A. Install wall mounted boxes at elevations to accommodate mounting heights
- B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.
- C. Orient boxes to accommodate wiring devices oriented as specified in Section 262726.
- D. Support boxes independently of conduit.

3.5 ADJUSTING

- A. Install knockout closures in unused openings in boxes.

3.6 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nameplates.
 - 2. Wire markers.
 - 3. Underground Warning Tape.

1.2 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Accept identification products on site in original containers. Inspect for damage.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 - PRODUCTS

2.1 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved black letters on white contrasting background color.
- B. Letter Size:
 - 1. 1/8 inch high letters for identifying individual equipment and loads.
 - 2. 1/4 inch high letters for identifying grouped equipment and loads.
- C. Minimum nameplate thickness: 1/8 inch.

2.2 LABELS

- A. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background.

2.3 WIRE MARKERS

- A. Description: Split sleeve type wire markers.
- B. Legend:
 - 1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.

2.4 UNDERGROUND WARNING TAPE

- A. Description: 4 inch wide plastic tape, detectable type, colored red with suitable warning legend describing buried electrical lines.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

- A. Nameplate Installation:
 - 1. Install nameplate parallel to equipment lines.
 - 2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.

3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
4. Secure nameplate to equipment front using screws, rivets, or adhesive.
5. Install nameplates for the following:
 - a. Panelboards.
 - b. Electrical controls.

B. Label Installation:

1. Install label parallel to equipment lines.
2. Install label for identification of individual control device stations.
3. Install labels for permanent adhesion and seal with clear lacquer.

C. Wire Marker Installation:

1. Install wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes each load connection.

D. Underground Warning Tape Installation:

1. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches below finished grade, directly above buried conduit, raceway, or cable.

END OF SECTION 260553

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Branch circuit panelboards.

B. Related Requirements:

1. Section 260526 - Grounding and Bonding for Electrical Systems.
2. Section 260553 - Identification for Electrical Systems.

1.2 REFERENCE STANDARDS

A. National Electrical Manufacturers Association:

1. NEMA PB 1 - Panelboards.
2. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.

B. International Electrical Testing Association:

1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

C. National Fire Protection Association:

1. NFPA 70 - National Electrical Code.

D. UL:

1. UL 50 - Cabinets and Boxes
2. UL 67 - Safety for Panelboards.
3. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures.

1.3 SUBMITTALS

A. Product Data: Submit catalog data showing specified features of standard products.

B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker, and fusible switch arrangement and sizes.

C. Field Quality Control Submittals: Indicate results of Contractor furnished tests and inspections.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.
- B. Operation and Maintenance Data: Submit spare parts listing, source and current prices of replacement parts and supplies, and recommended maintenance procedures and intervals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Materials:
 - 1. Furnish two of each panelboard key. Panelboards keyed alike.

1.6 QUALITY ASSURANCE

- A. Qualifications
 - 1. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

PART 2 - PRODUCTS

2.1 BRANCH CIRCUIT PANELBOARDS

- A. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.
- B. Materials:
 - 1. Panelboard Bus: Copper, current carrying components, ratings as indicated on Drawings. Furnish copper ground bus in each panelboard.
 - 2. Minimum Integrated Short Circuit Rating: As indicated on Drawings.
 - 3. Molded Case Circuit Breakers: UL 489, plug-on type thermal magnetic trip circuit breakers, with common trip handle for all poles, listed as Type SWD for lighting circuits. Do not use tandem circuit breakers.
 - 4. Enclosure: NEMA PB 1, Type 3R.
 - 5. Cabinet Box: 6 inches deep, 20 inches wide for 240 V and less panelboards.
- C. Cabinet Front: Surface cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock keyed alike. Finishes:
 - 1. Finish in manufacturer's standard gray enamel.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install panelboards according to NEMA PB 1.1.
- B. Install panelboards plumb.
- C. Install filler plates for unused spaces in panelboards.
- D. Provide typed or neatly handwritten circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads. Identify each circuit as to its clear, evident and specific purpose of use.
- E. Install engraved plastic nameplates according to Section 260553.
- F. Ground and bond panelboard enclosure according to Section 260526. Connect equipment ground bars of panels according to NFPA 70.

3.2 FIELD QUALITY CONTROL

- A. Inspect and test according to NETA ATS, except Section 4.
- B. Perform circuit breaker inspections and tests listed in NETA ATS, Section 7.6.
- C. Perform switch inspections and tests listed in NETA ATS, Section 7.5.
- D. Perform controller inspections and tests listed in NETA ATS, Section 7.16.1.

3.3 ADJUSTING

- A. Measure steady state load currents at each panelboard feeder; rearrange circuits in panelboard to balance phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

3.4 CLEANING

- A. Clean existing panelboards to remain or to be reinstalled.

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes wall switches; wall dimmers; receptacles; and device plates.
- B. Related Sections:
 - 1. Section 260533 - Raceway and Boxes for Electrical Systems: Outlet boxes for wiring devices.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

PART 2 - PRODUCTS

2.1 RECEPTACLES

- A. Product Description: NEMA WD 1, General-duty general use receptacle.
- B. Device Body: Brown plastic.
- C. Configuration: NEMA WD 6, type as indicated on Drawings.
- D. Convenience Receptacle: Type 5-20.
- E. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.2 WALL PLATES

- A. Weatherproof Cover Plate: Gasketed cast metal plate with hinged and gasketed device cover.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify outlet boxes are installed at proper height.
- B. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

- A. Clean debris from outlet boxes.

3.3 INSTALLATION

- A. Install devices plumb and level.
- B. Install receptacles with grounding pole on bottom.
- C. Connect wiring device grounding terminal to outlet box with bonding jumper and branch circuit equipment grounding conductor.
- D. Connect wiring devices by wrapping solid conductor around screw terminal.

3.4 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects.
- B. Verify each receptacle device is energized.
- C. Test each receptacle device for proper polarity.
- D. Test each GFCI receptacle device for proper operation.

3.5 ADJUSTING

- A. Adjust devices and wall plates to be level.

3.6 CLEANING

- A. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION 262726

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes interior luminaires, lamps, drivers and accessories.
- B. Related Sections:
 - 1. Section 260526 - Grounding and Bonding for Electrical Systems.
 - 2. Section 260533 - Raceway and Boxes for Electrical Systems.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate dimensions and components for each luminaire not standard product of manufacturer.
- B. Product Data: Submit dimensions, ratings, and performance data.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

PART 2 - PRODUCTS

2.1 INTERIOR LUMINAIRES

- A. Product Description: Complete interior luminaire assemblies, with features, options, and accessories as scheduled.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- B. Install wall-mounted luminaires at height as indicated on Drawings.
- C. Install accessories furnished with each luminaire.
- D. Connect luminaires to branch circuit outlets provided under Section 260533.

SECTION 265600 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes exterior luminaires, poles, and accessories.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate dimensions and components for each luminaire not standard Product of manufacturer.
- B. Product Data: Submit dimensions, ratings, and performance data.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle solid wood poles in accordance with ANSI O5.1.

1.5 COORDINATION

- A. Furnish bolt templates and pole mounting accessories to installer of pole foundations.

PART 2 - PRODUCTS

2.1 LUMINAIRES

- A. Product Description: Complete exterior luminaire assemblies, with features, options, and accessories as scheduled.

2.2 LAMPS - GENERAL

- A. Minimum Efficacy, Lamps Greater Than 100 Watts: 60 lumens/W, except where otherwise indicated or permitted by applicable code.

2.3 METAL POLES

- A. Material and Finish: Steel with prime and final finish.
- B. Section Shape and Dimensions: Tapered round.
- C. Height: As indicated on Drawings..
- D. Base: Nonbreakaway,
- E. Accessories:
 - 1. Handhole.
 - 2. Anchor bolts.
 - 3. Base cover.
- F. Loading Capacity Ratings:
 - 1. To meet local conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify foundations are ready to receive fixtures.

3.2 INSTALLATION

- A. Install poles plumb. Install double nuts to adjust plumb. Grout around each base.
- B. Install lamps in each luminaire.
- C. Bond and ground luminaries, metal accessories and metal poles in accordance with Section 260526.

3.3 FIELD QUALITY CONTROL

- A. Operate each luminaire after installation and connection. Inspect for improper connections and operation.

3.4 CLEANING

- A. Clean photometric control surfaces as recommended by manufacturer.
- B. Clean finishes and touch up damage.

3.5 PROTECTION OF FINISHED WORK

- A. Relamp luminaries having failed lamps at Substantial Completion.

END OF SECTION 265600

- E. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- F. Install specified lamps in each luminaire.
- G. Ground and bond interior luminaires in accordance with Section 260526.

3.2 FIELD QUALITY CONTROL

- A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

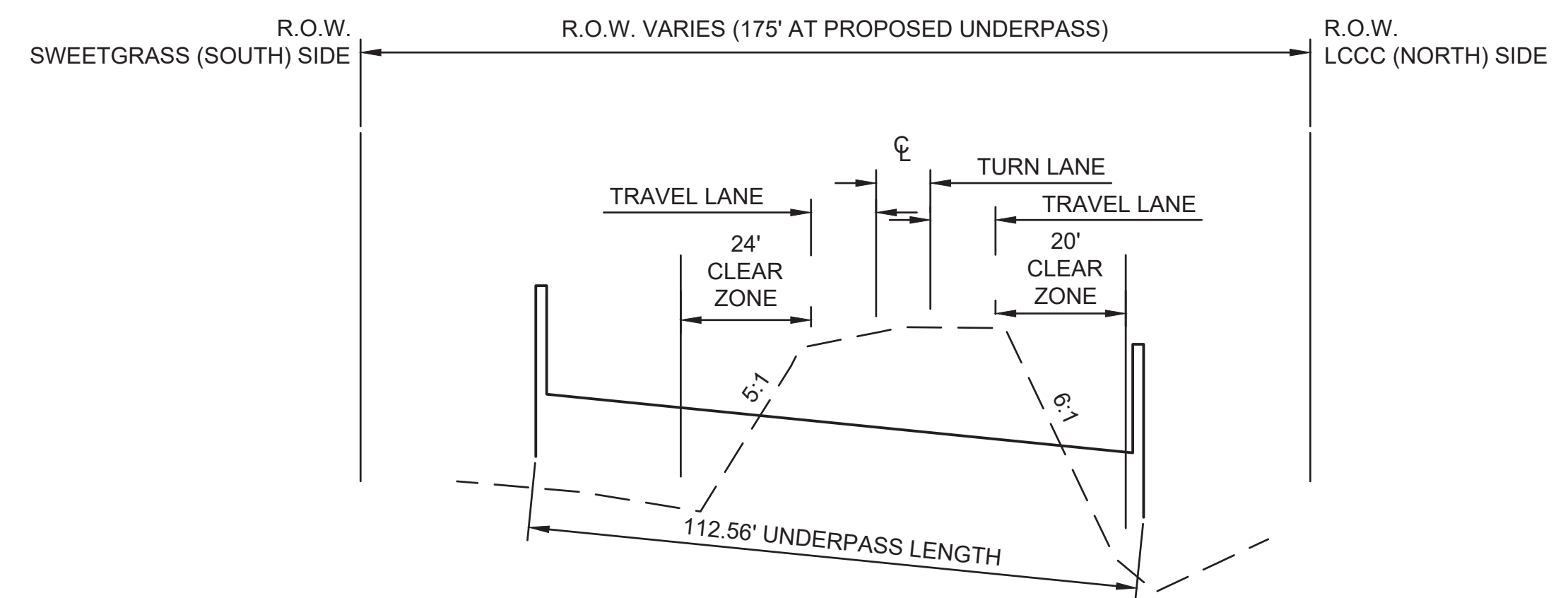
3.3 CLEANING

- A. Remove dirt and debris from enclosures.
- B. Clean photometric control surfaces as recommended by manufacturer.
- C. Clean finishes and touch up damage.

3.4 PROTECTION OF FINISHED WORK

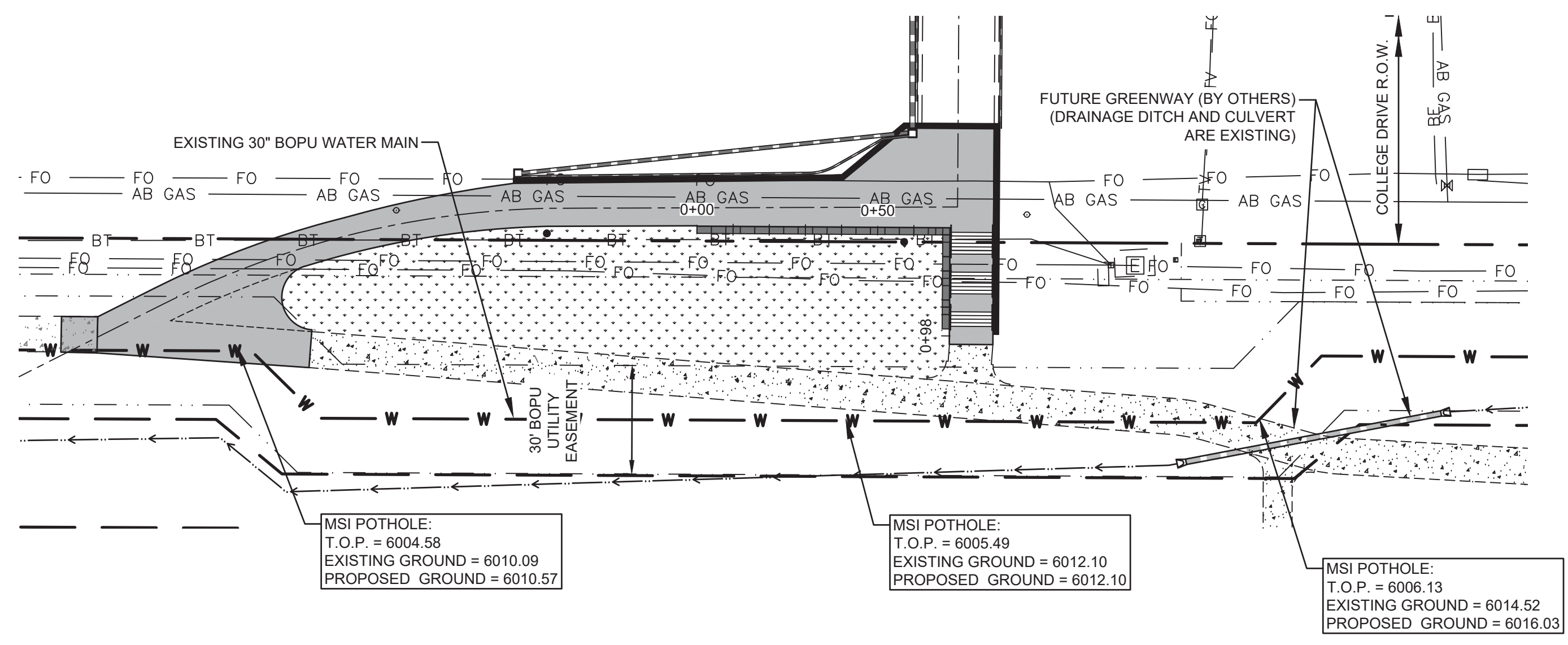
- A. Relamp luminaires having failed lamps at Substantial Completion.

END OF SECTION 265100

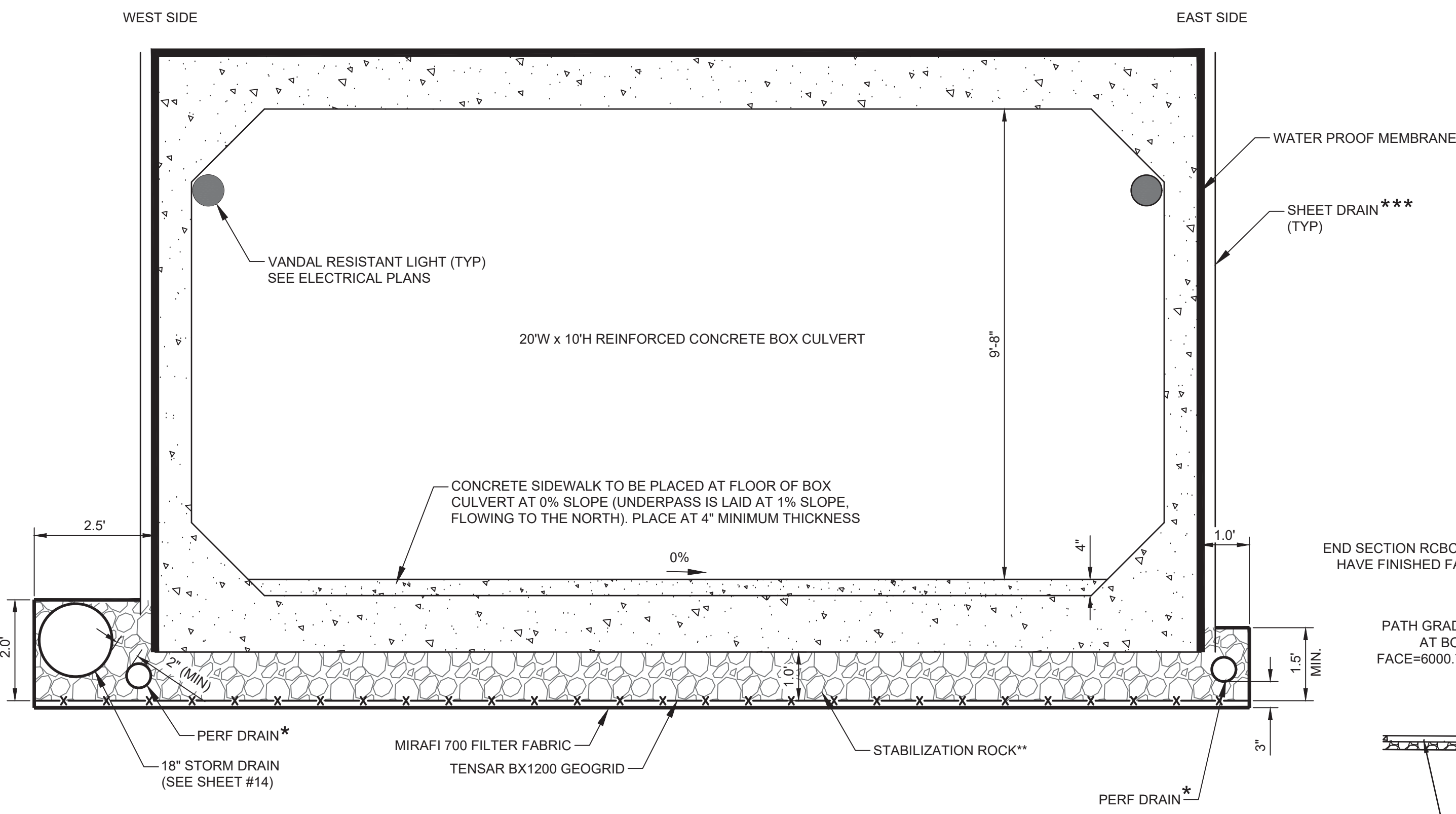


NOTE: EXISTING ASPHALT PAVEMENT THICKNESS OF COLLEGE DRIVE IS UNKNOWN.

TYPICAL SECTION: EXISTING COLLEGE DRIVE



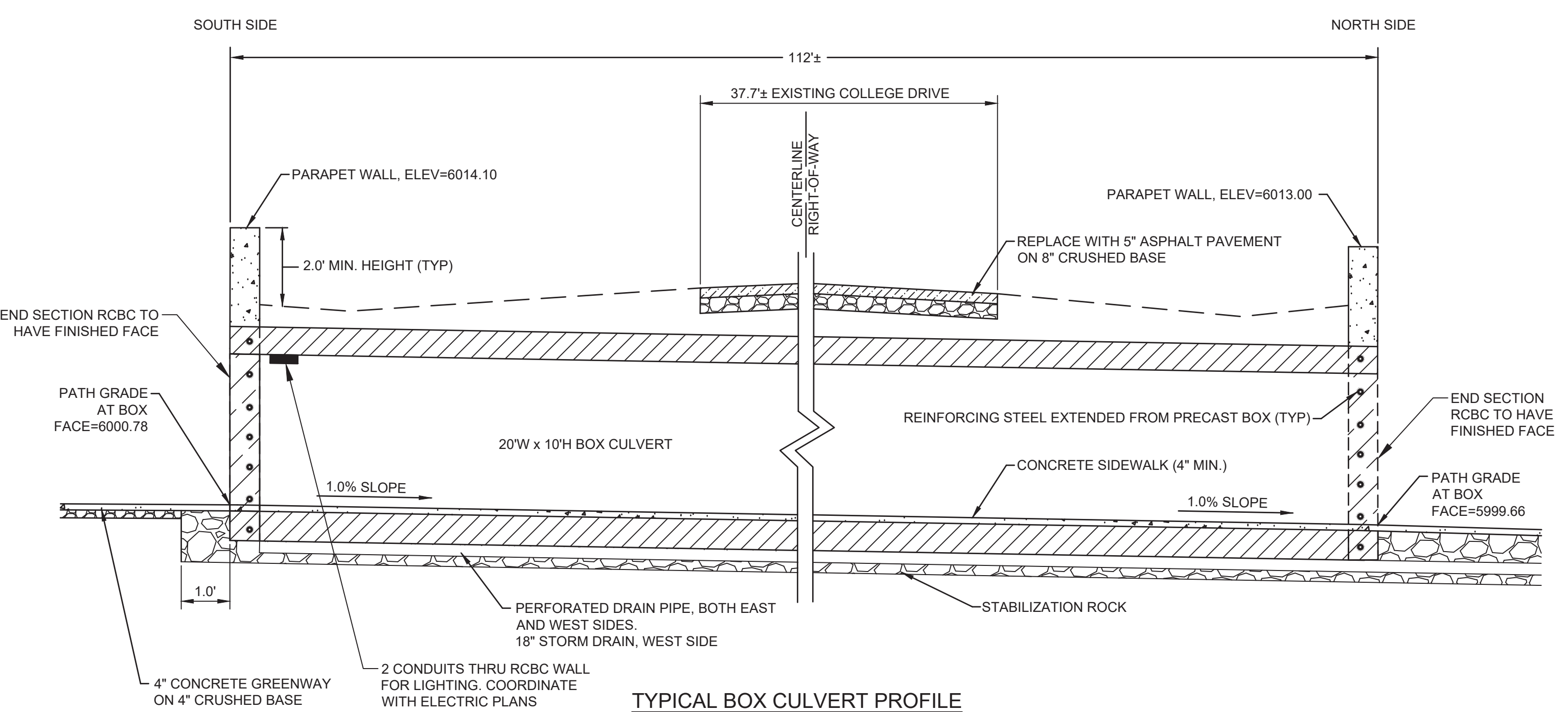
CAUTION: EXISTING 30" BOPU WATER MAIN



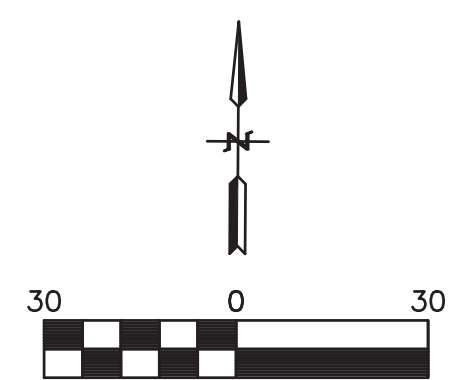
20' x 10' PRECAST BOX CULVERT SECTION

NOTE: ENGINEER IS TO DO AN INSPECTION ON SUBGRADE MATERIAL PRIOR TO PLACING STABILIZATION ROCK.

- * PERF DRAIN SHALL BE 6" SDR-35 PVC SOCK WRAPPED IN FILTER FABRIC. SEE DETAIL ON SHEET #12.
- **STABILIZATION ROCK SHALL BE CRUSHED ROCK, GRAVEL OR OTHER ACCEPTABLE DURABLE AND INERT MATERIAL THAT IS FREE FROM FINES AND CLAY AND HAS AN EFFECTIVE DIAMETER BETWEEN 1/2 INCH AND 2-1/2 INCHES. CONTRACTOR TO SUBMIT SAMPLE FOR APPROVAL PRIOR TO INSTALLATION. CONTRACTOR TO SUBMIT PLAN TO CONTROL EROSION & SEDIMENT DURING CONSTRUCTION TO KEEP CONTAMINANTS OUT OF STABILIZATION ROCK AS THIS IS A DRAINAGE ROCK LAYER.
- *** SHEET DRAIN SHALL BE AMERDRAIN 500 SOIL SHEET DRAIN OR TENCATE G100N G-SERIES DRAINAGE COMPOSITE OR APPROVED EQUAL



TYPICAL BOX CULVERT PROFILE



Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS_TUNNEL\LCCC_TUNNEL(BASE).DWG Wednesday, August 26, 2020 9:38 AM By: DARCI

REV	DESCRIPTION OF REVISION	BY	DATE

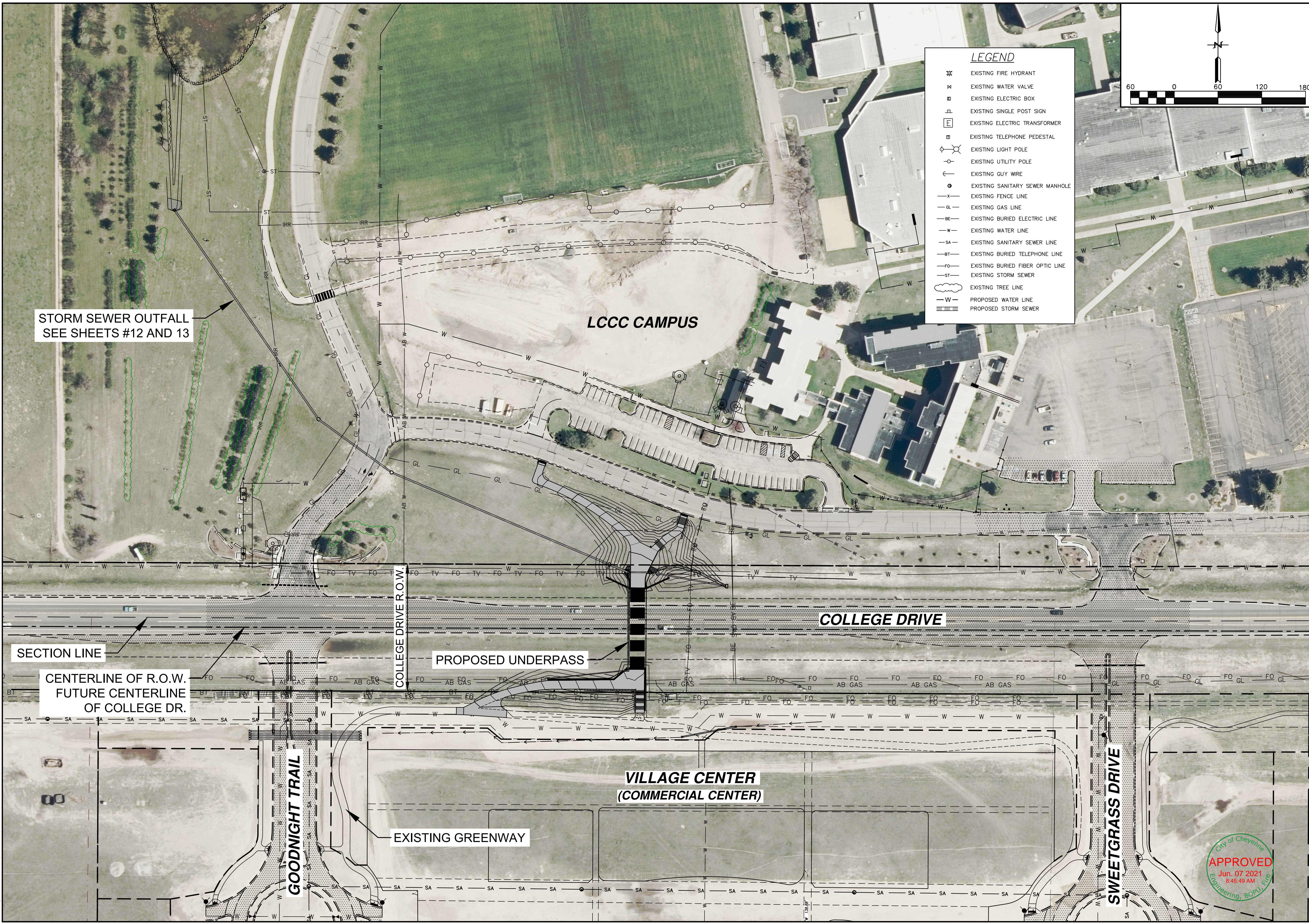
SUMMIT ENGINEERING, LLC
 5907 TOWNSEND PLACE
 CHEYENNE, WY. 82009
 307-637-0681

DESIGNED: DMH	DATE: AUGUST 2020
DRAWN: RDT	
CHECKED: LRC	
PROJECT MANAGER: DMH	

CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE
TYPICAL SECTIONS & 30" WATER MAIN NOTES



Drawing Name: C:\USERS\PARCI\DESKTOP\SWEETGRASS\TUNNEL\AERIAL SITE SHEET.DWG Sunday, July 05, 2020 11:08 AM By: DARCI



REV	DESCRIPTION OF REVISION	BY	DATE

SUMMIT ENGINEERING, LLC
5907 TOWNSEND PLACE
CHEYENNE, WY. 82009
307-637-0681

DESIGNED: DMH
DRAWN: RDT
CHECKED: LRG
PROJECT MANAGER: DMH
DATE: AUGUST 2020

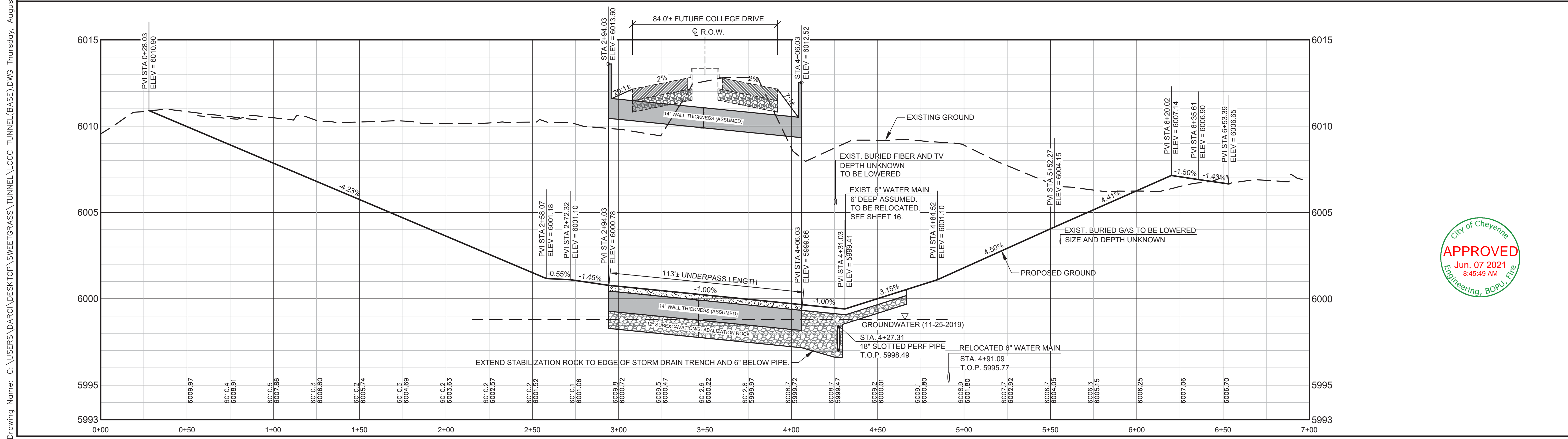
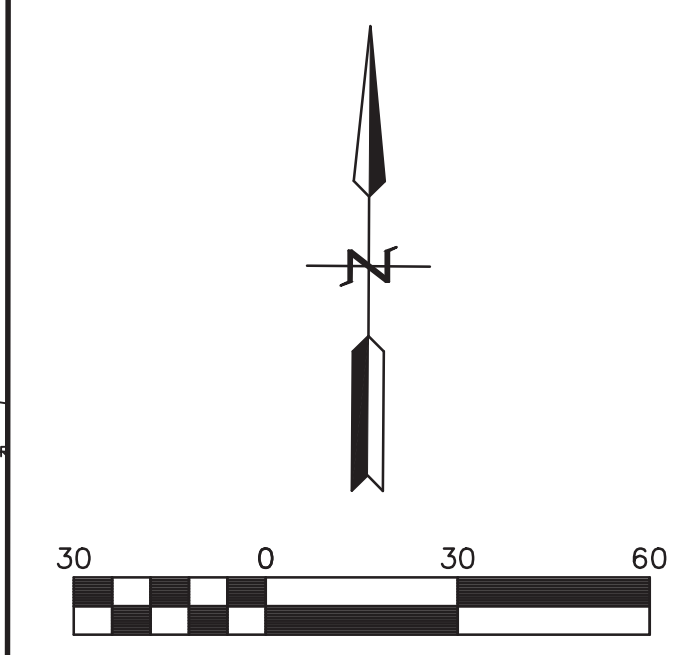
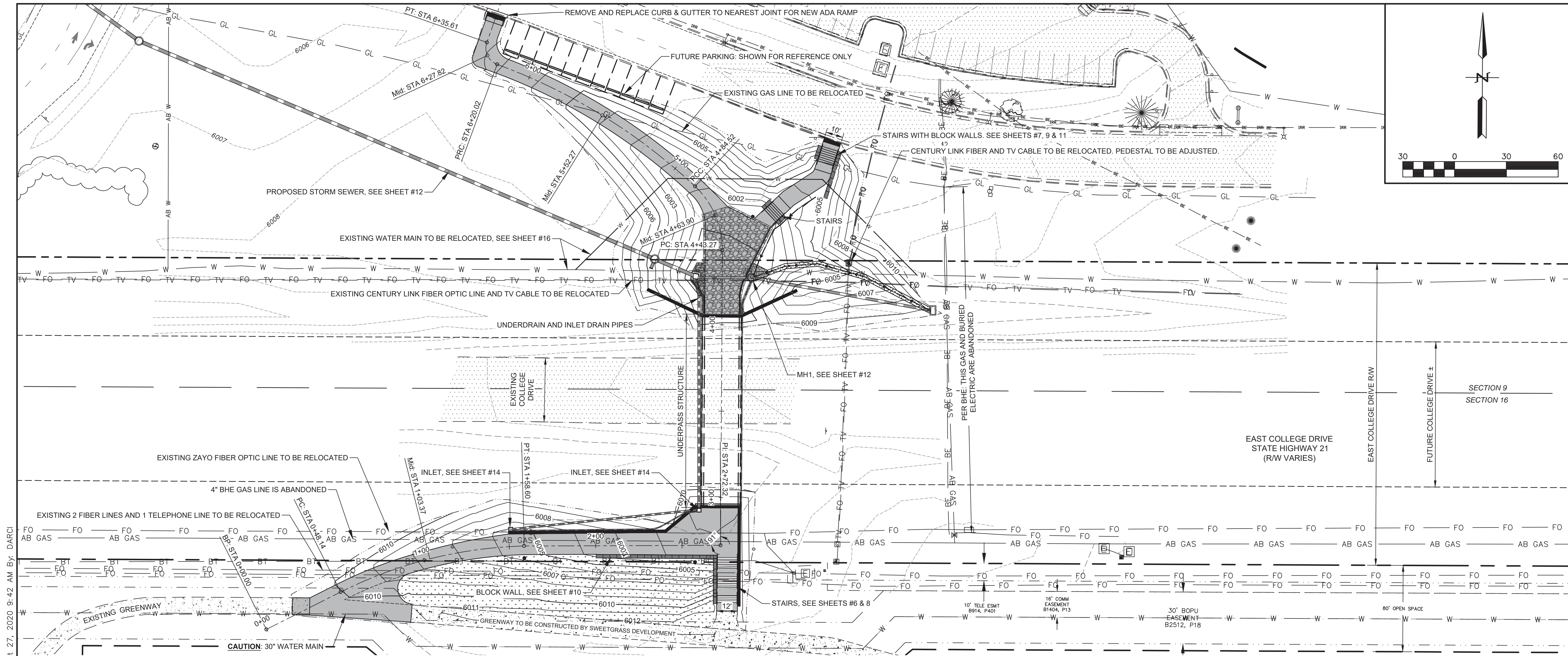
CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE

SITE LOCATION PLAN

DRAWING

3 OF 25





Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS_TUNNEL\LCCC_TUNNEL(BASE).DWG Thursday, August 27, 2020 9:42 AM By: DARCI

REV	DESCRIPTION OF REVISION	BY	DATE

SUMMIT ENGINEERING, LLC

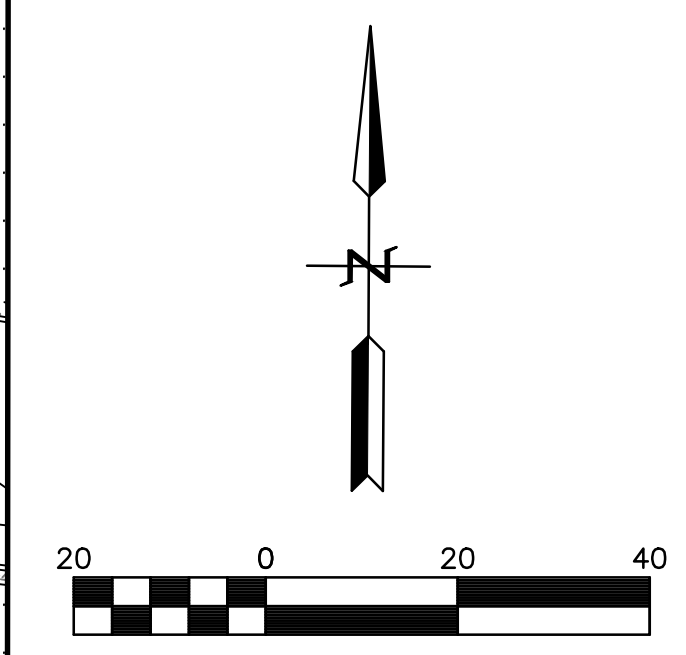
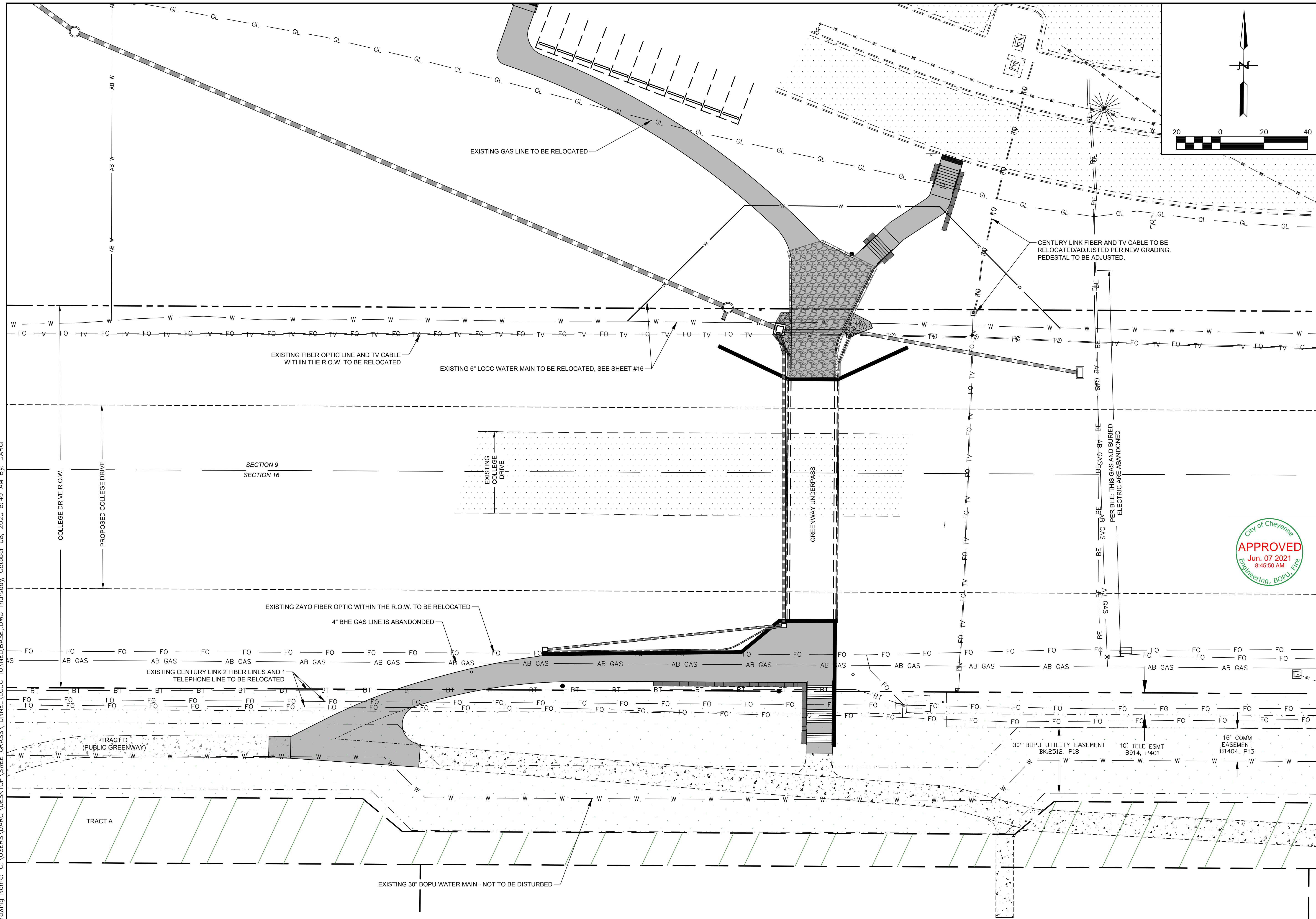
5907 TOWNSEND PLACE
CHEYENNE, WY. 82009
307-637-0681

DESIGNED:	DMH
DRAWN:	RDT
CHECKED:	LRG
PROJECT MANAGER:	DMH
DATE:	AUGUST 2020

CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE

GREENWAY PLAN AND PROFILE

Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS_TUNNEL\LCCC_TUNNEL(BASE).DWG Thursday, October 08, 2020 8:49 AM By: DARCI



REV	DESCRIPTION OF REVISION	BY	DATE

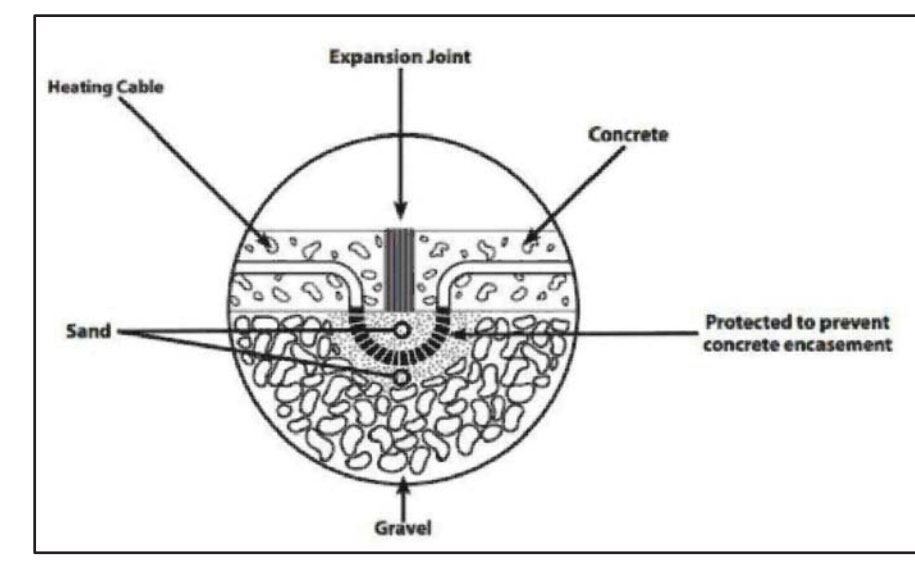
SUMMIT ENGINEERING, LLC
 5907 TOWNSEND PLACE
 CHEYENNE, WY. 82009
 307-637-0681

DESIGNED: DMH	DATE: JULY 2020
DRAWN: RDT	
CHECKED: LRC	
PROJECT MANAGER: DMH	

CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE
EXISTING UTILITIES

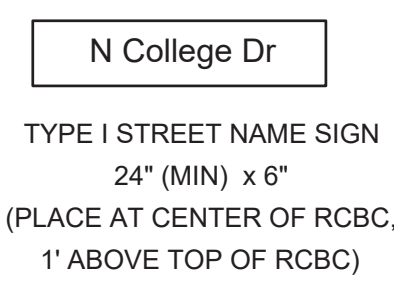
SNOW MELT SYSTEM AT STAIRS
 (SOUTH SIDE SNOW MELT SYSTEM IS IN THE BASE BID, NORTH SIDE SNOW MELT SYSTEM IS A BID ALTERNATE):

CONCRETE STAIRS AND LANDINGS SHALL BE CONSTRUCTED WITH WARMZONE SNOW MELTING HEAT CABLE OR PRE-APPROVED EQUIVALENT SYSTEM. INSTALLATION SHALL INCLUDE AN AERIAL MOUNTED SNOW SWITCH AND MARKER PLATE. CONTRACTOR SHALL COMPLETE ON-LINE INSTALLATION TRAINING PRIOR TO INSTALLING SYSTEM. NOTE THAT HEAT CABLES MUST BE COMPLETELY EMBEDDED AND CAN NOT GO THROUGH AN EXPANSION JOINT. CABLES TO BE INSTALLED UNDER EXPANSION JOINTS AS DETAILED HEREIN OR SYSTEM TO BE DESIGNED WITH ONE CABLE PER SECTION, IF NECESSARY. WWW.WARMZONE.COM, JERRY JENSEN, 888-488-9276 OR 801.948.7553.



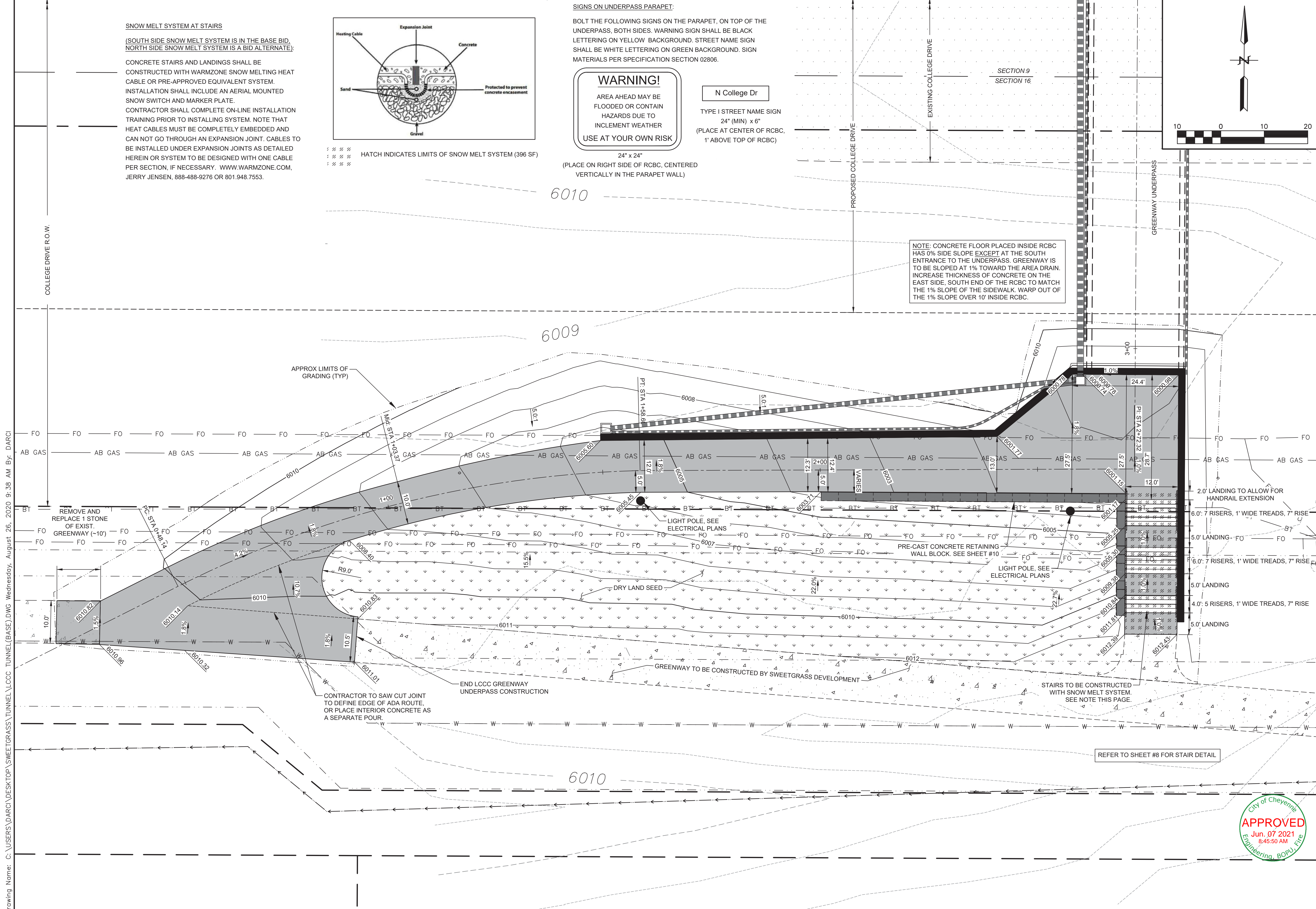
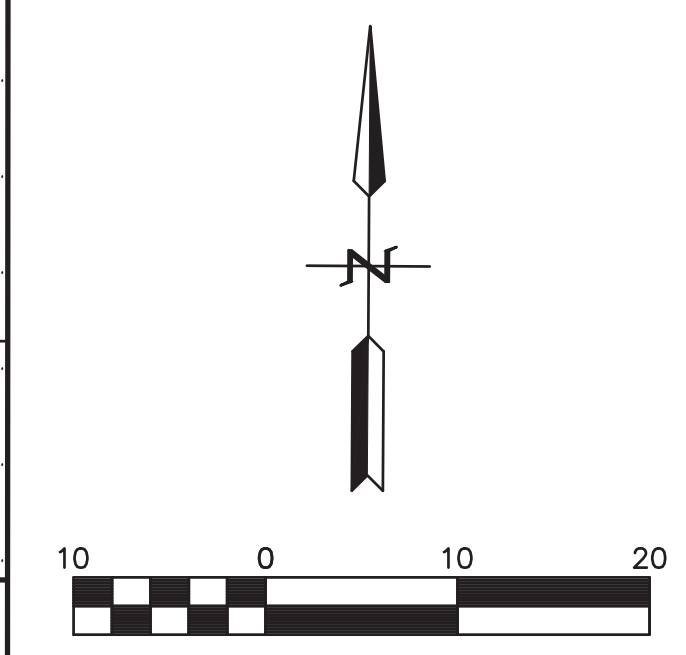
////// HATCH INDICATES LIMITS OF SNOW MELT SYSTEM (396 SF)

SIGNS ON UNDERPASS PARAPET:
 BOLT THE FOLLOWING SIGNS ON THE PARAPET, ON TOP OF THE UNDERPASS, BOTH SIDES. WARNING SIGN SHALL BE BLACK LETTERING ON YELLOW BACKGROUND. STREET NAME SIGN SHALL BE WHITE LETTERING ON GREEN BACKGROUND. SIGN MATERIALS PER SPECIFICATION SECTION 02806.



24" x 24"
 (PLACE ON RIGHT SIDE OF RCBC, CENTERED VERTICALLY IN THE PARAPET WALL)

NOTE: CONCRETE FLOOR PLACED INSIDE RCBC HAS 0% SIDE SLOPE EXCEPT AT THE SOUTH ENTRANCE TO THE UNDERPASS. GREENWAY IS TO BE SLOPED AT 1% TOWARD THE AREA DRAIN. INCREASE THICKNESS OF CONCRETE ON THE EAST SIDE, SOUTH END OF THE RCBC TO MATCH THE 1% SLOPE OF THE SIDEWALK. WARP OUT OF THE 1% SLOPE OVER 10' INSIDE RCBC.



Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS\TUNNEL\LCCC GREENWAY UNDERPASS\DWG Wednesday, August 26, 2020 9:38 AM By: DARCI

NO.	DESCRIPTION OF REVISION	BY	DATE

SUMMIT ENGINEERING, LLC
 5907 TOWNSEND PLACE
 CHEYENNE, WY. 82009
 307-637-0681

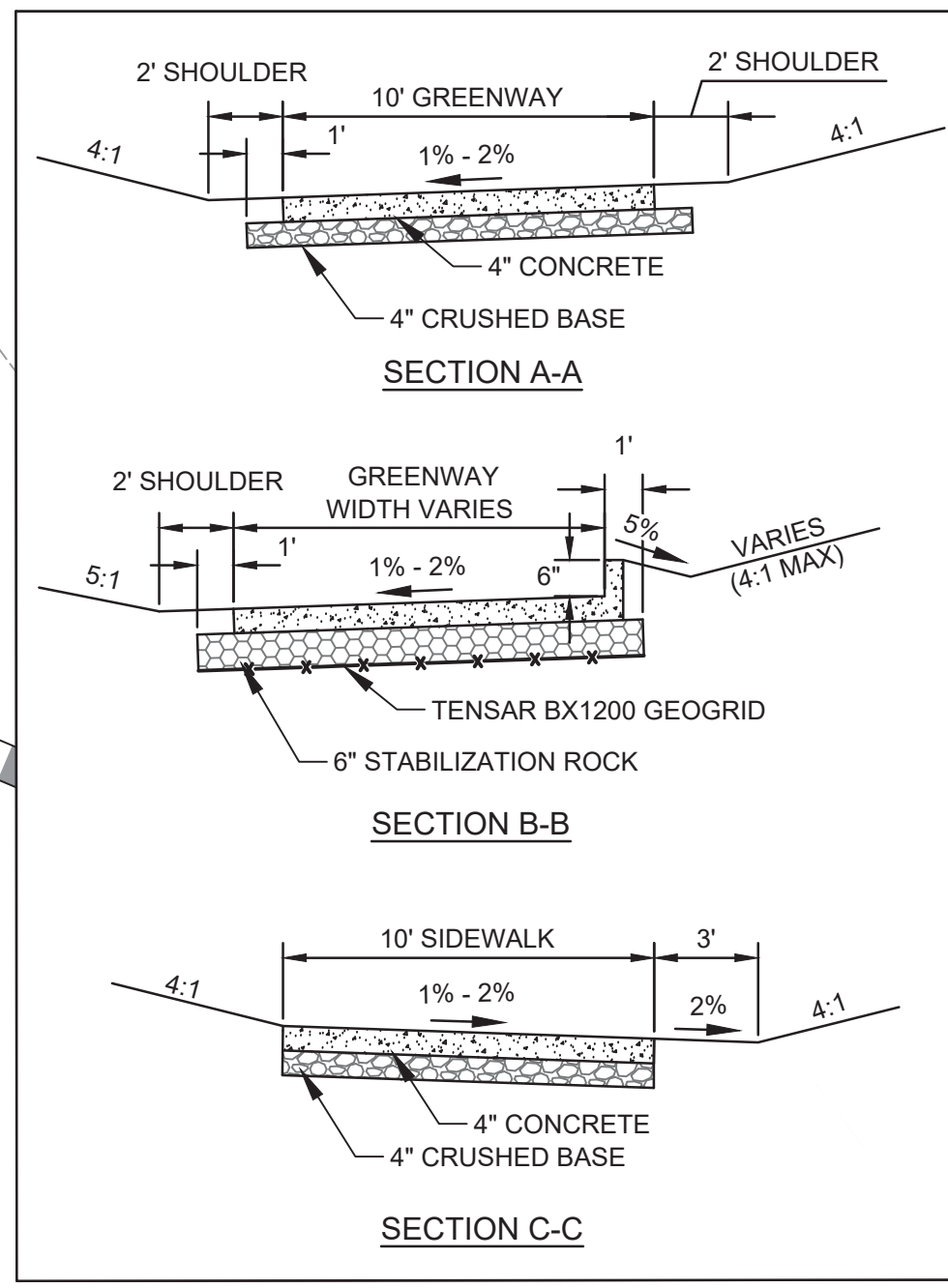
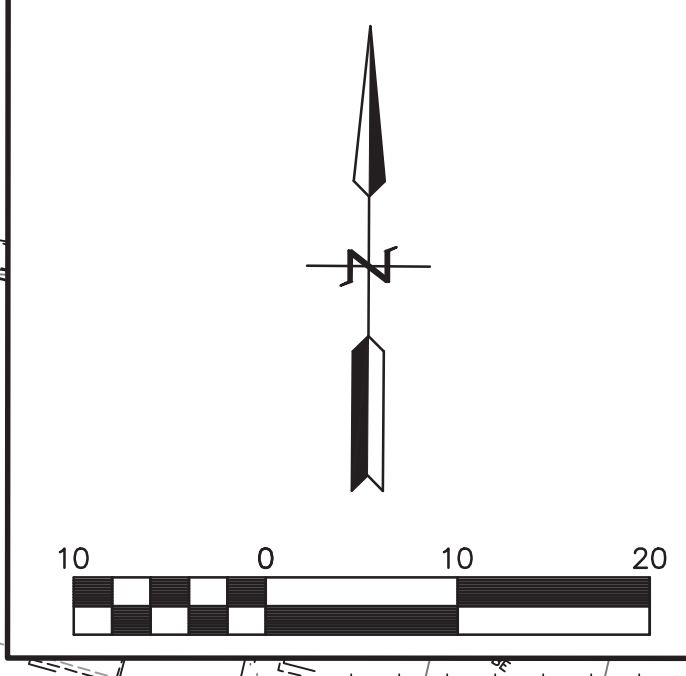
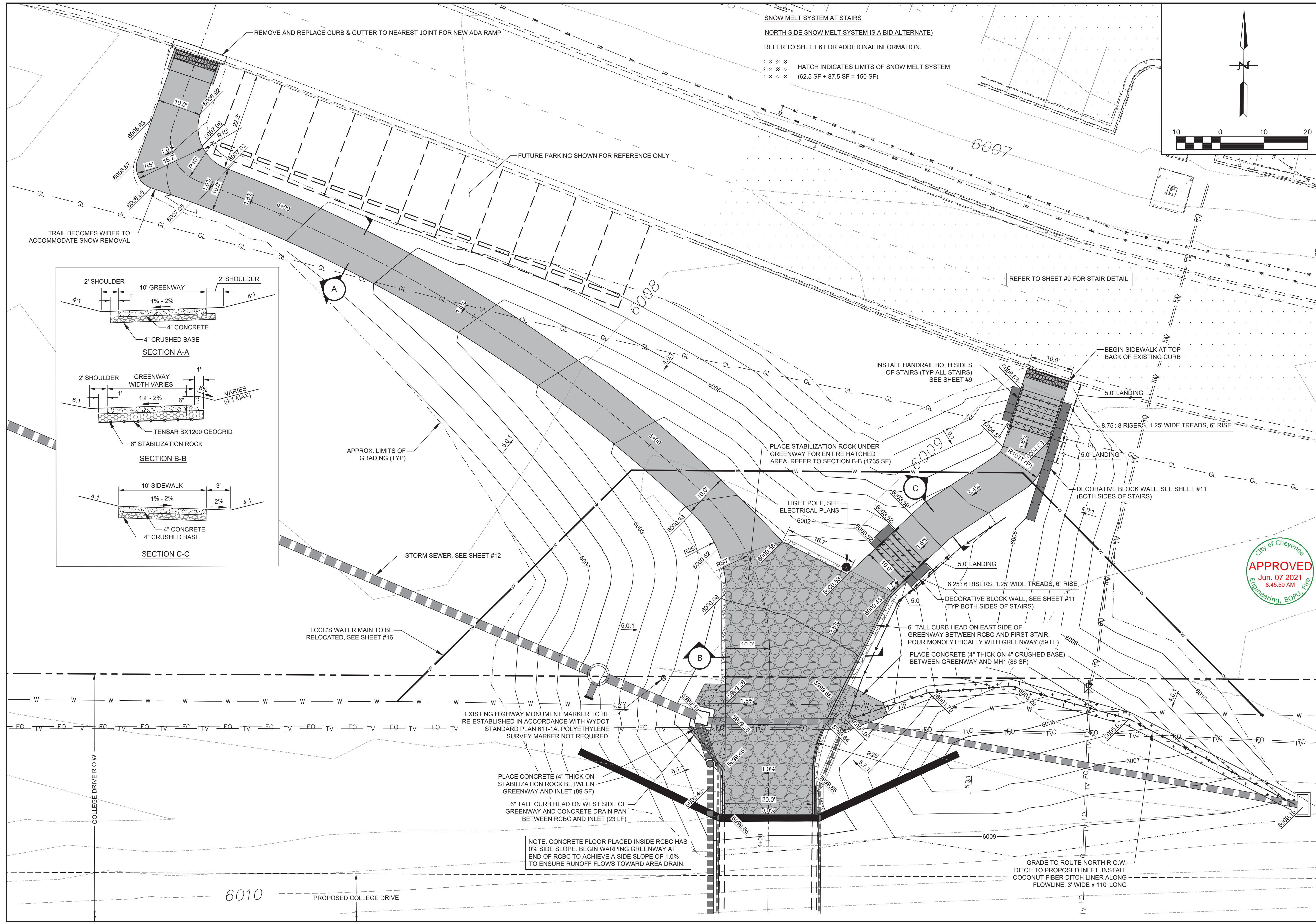
DESIGNED: DMH	DATE: AUGUST 2020
DRAWN: DMH	
CHECKED: LRC	
PROJECT MANAGER: DMH	

CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE

DETAIL: SOUTH SIDE OF RCBC



Drawing Name: C:\USERS\DARC\DESKTOP\SWEETGRASS\TUNNEL\LCCC_TUNNEL(BASE).DWG Thursday, August 27, 2020 9:58 AM By: DARC



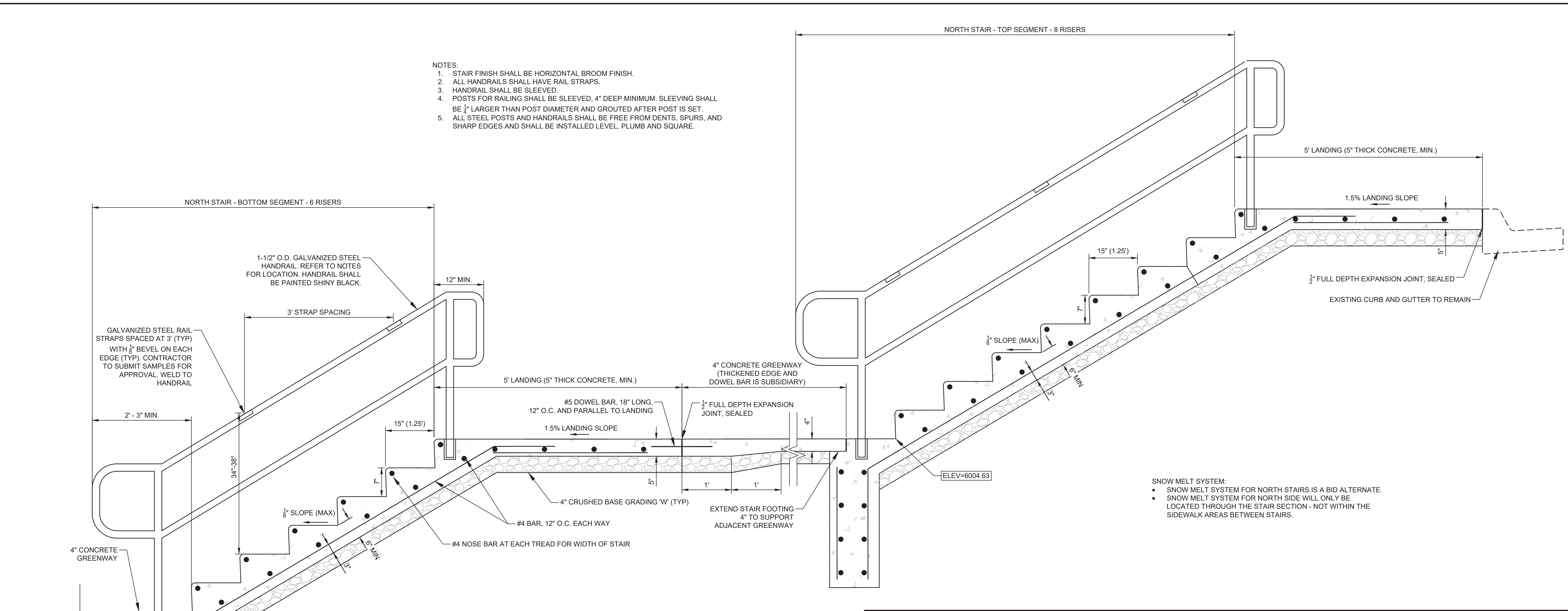
NO.	DESCRIPTION OF REVISION	BY	DATE

SUMMIT ENGINEERING, LLC
 5907 TOWNSEND PLACE
 CHEYENNE, WY. 82009
 307-637-0681

DESIGNED: DMH
DRAWN: RDT
CHECKED: LRC
PROJECT MANAGER: DMH
DATE: AUGUST 2020

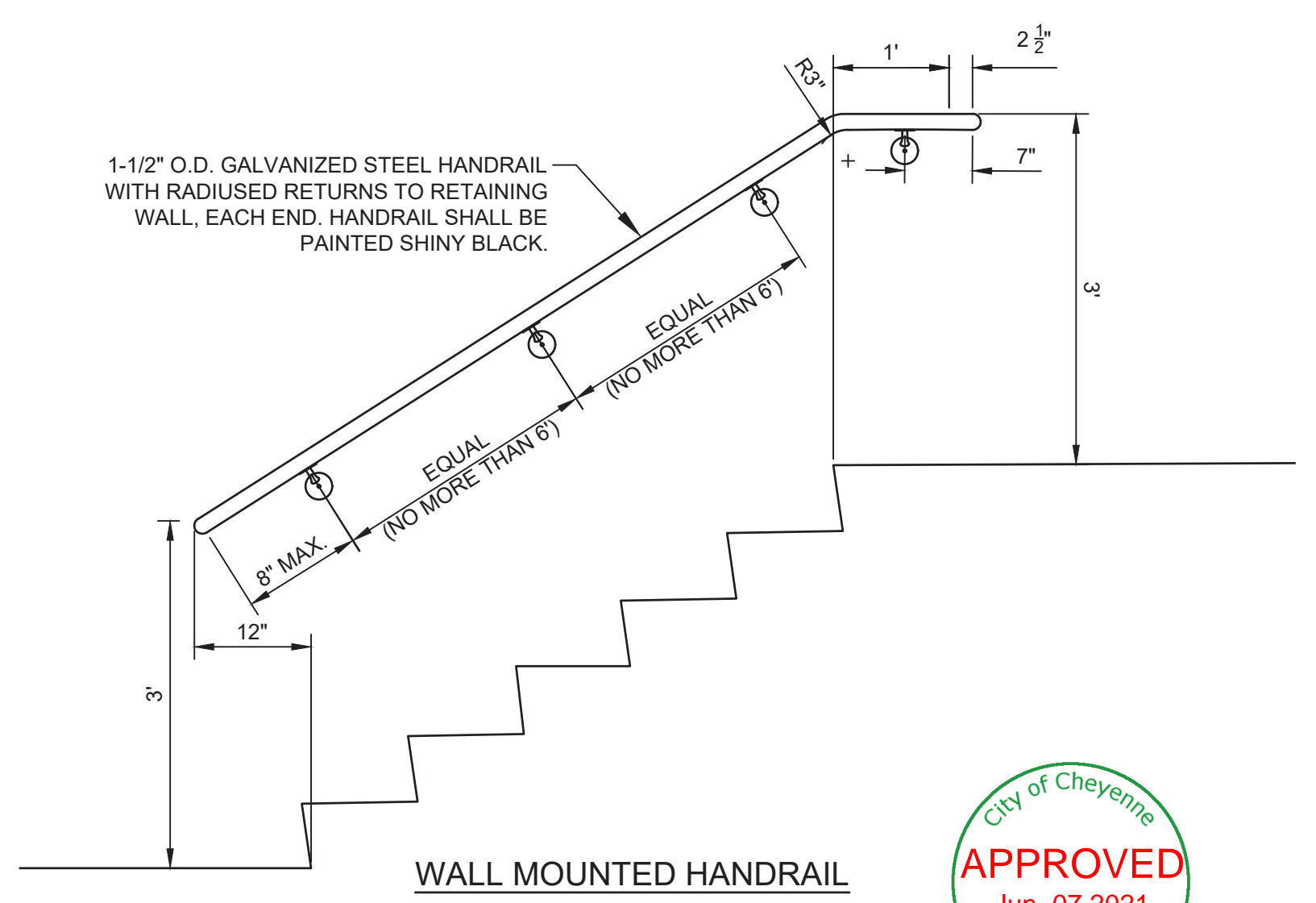
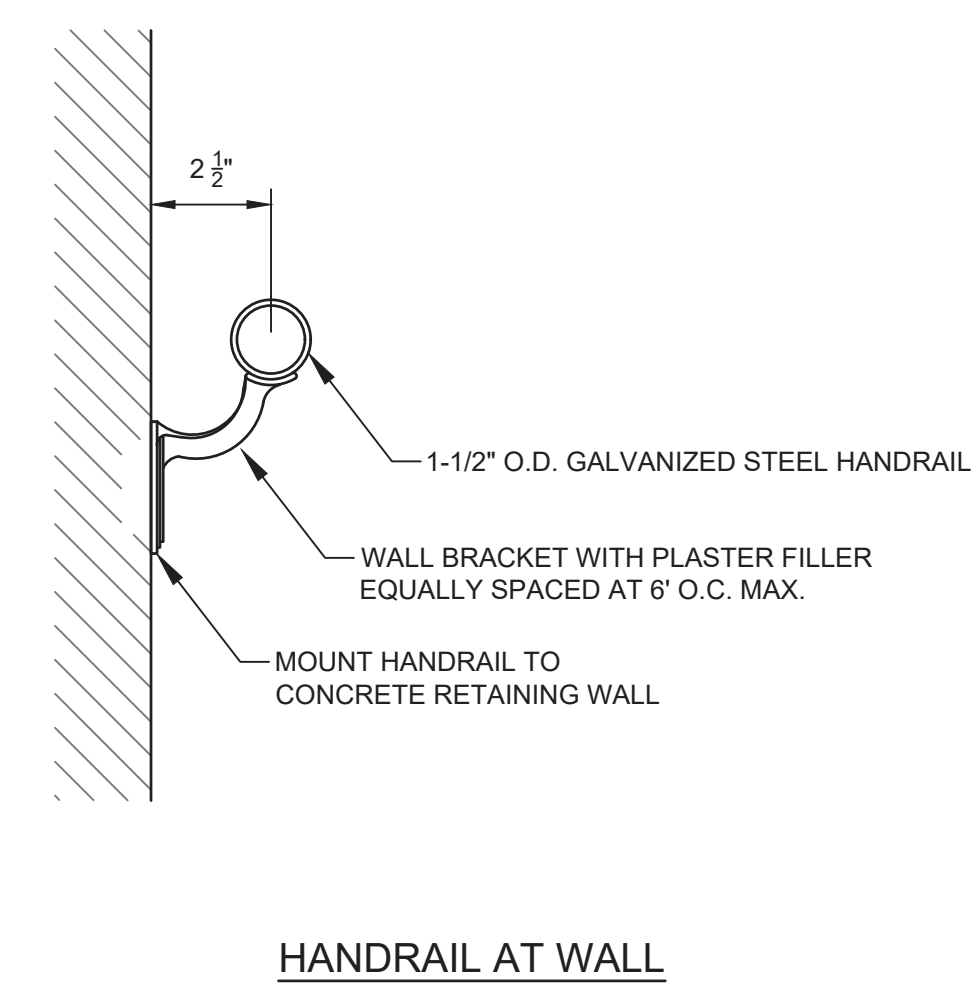
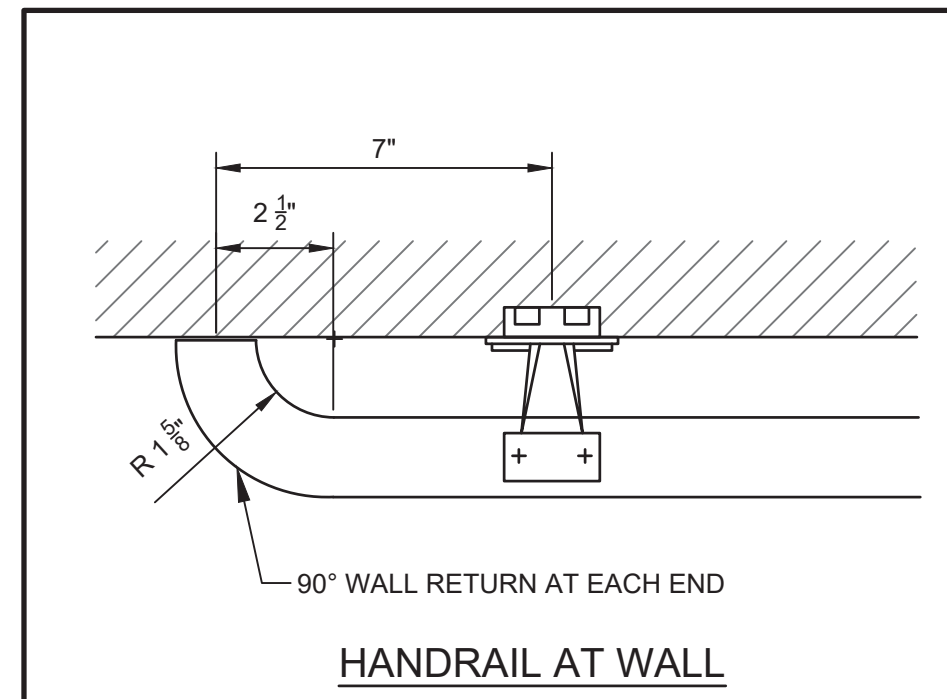
CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE
DETAIL: NORTH SIDE OF RCBC

- NOTES:
1. STAIR FINISH SHALL BE HORIZONTAL BROOM FINISH.
 2. ALL HANDRAILS SHALL HAVE RAIL STRAPS.
 3. HANDRAIL SHALL BE SLEEVED.
 4. POSTS FOR RAILING SHALL BE SLEEVED, 4" DEEP MINIMUM. SLEEVING SHALL BE 1/4" LARGER THAN POST DIAMETER AND GROUTED AFTER POST IS SET.
 5. ALL STEEL POSTS AND HANDRAILS SHALL BE FREE FROM DENTS, SPURS, AND SHARP EDGES AND SHALL BE INSTALLED LEVEL, PLUMB AND SQUARE.



SNOW MELT SYSTEM:
 • SNOW MELT SYSTEM FOR NORTH STAIRS IS A BID ALTERNATE.
 • SNOW MELT SYSTEM FOR NORTH SIDE WILL ONLY BE LOCATED THROUGH THE STAIR SECTION - NOT WITHIN THE SIDEWALK AREAS BETWEEN STAIRS.

STAIR DETAIL - NORTH SIDE



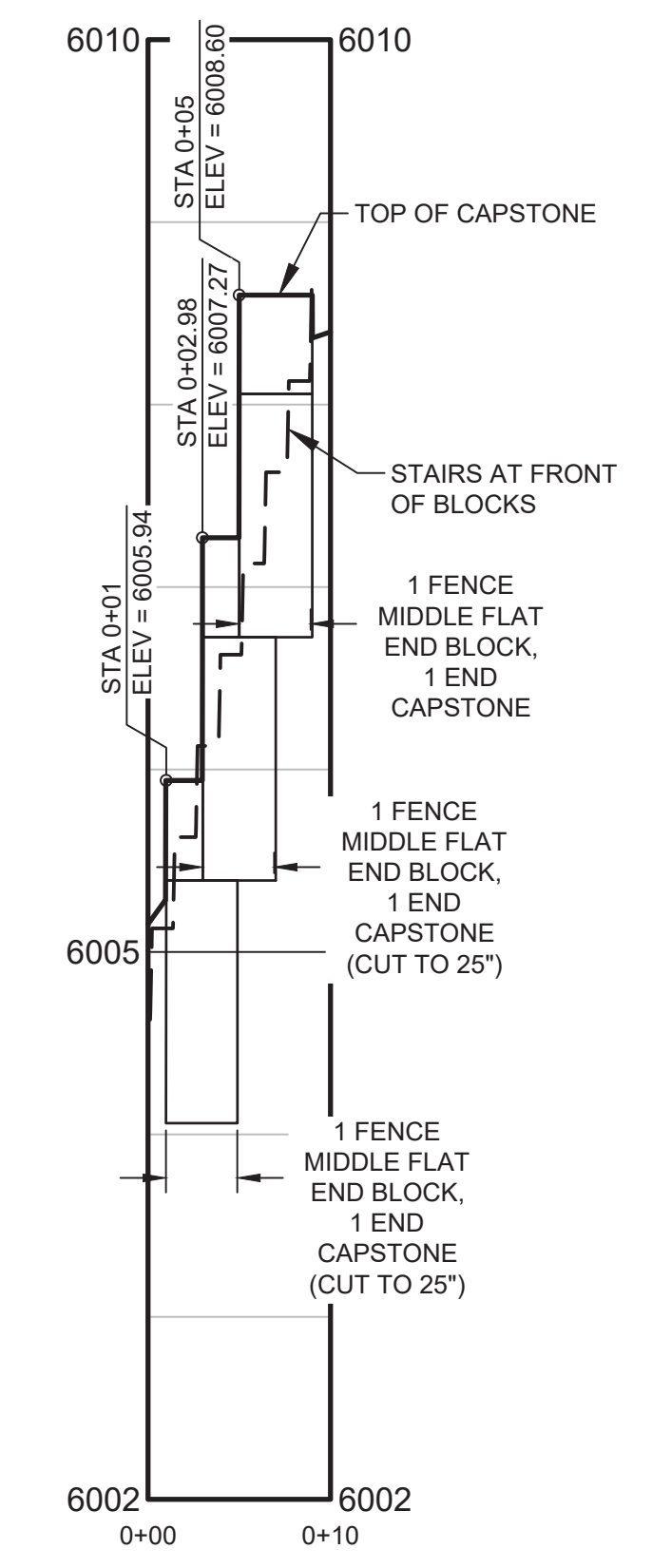
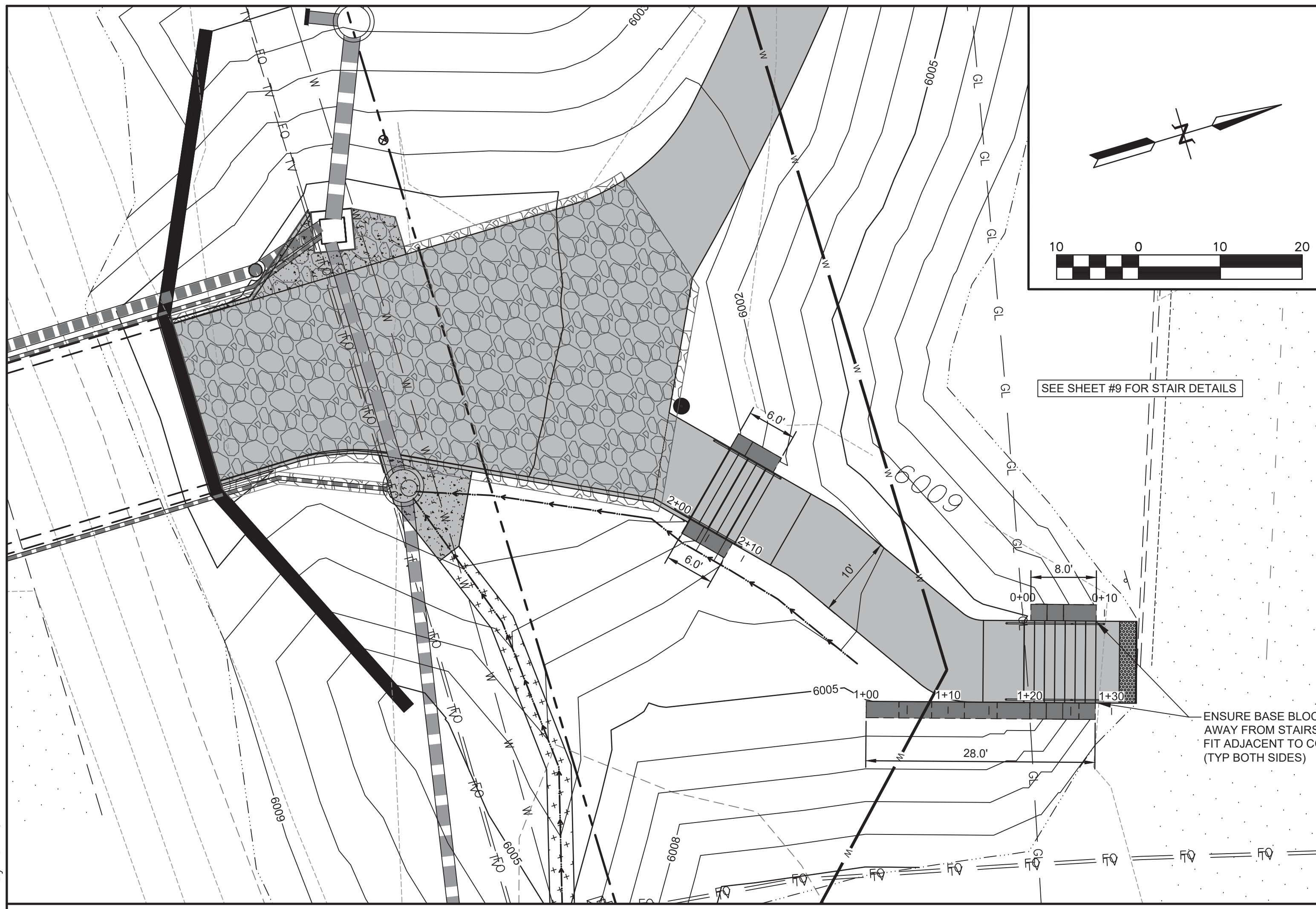
Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS\TUNNEL\LCCC GREENWAY UNDERPASS\TUNNEL\LCCC TUNNEL(BASE).DWG Wednesday, August 26, 2020 9:38 AM By: DARCI

DATE	BY	DESCRIPTION OF REVISION	REV

SUMMIT ENGINEERING, LLC
 5907 TOWNSEND PLACE
 CHEYENNE, WY. 82009
 307-637-0681

DESIGNED: DMH	CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE	DRAWING
DRAWN: DMH		
CHECKED: LRG	STAIR DETAIL - NORTH SIDE	9 OF 25
PROJECT MANAGER: DMH		
DATE: AUGUST 2020		

Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS\TUNNEL\LCCC_TUNNEL(BASE)\DWG Wednesday, August 26, 2020 9:38 AM By: DARCI



DECORATIVE BLOCK, WEST SIDE OF NORTH STAIRS

DECORATIVE BLOCK:

DECORATIVE BLOCK SHALL BE PRECAST CONCRETE, LARGE BLOCKS WITH MATCHING CAP BLOCKS. BLOCKS DETAILED HEREIN ARE RECON RETAINING WALL SYSTEMS BRAND FOR BLOCK TYPE AND SIZES. CONTRACTOR MAY USE OTHER LARGE BLOCK MANUFACTURERS BUT MUST ADJUST THE DESIGN TO MEET OR EXCEED WHAT IS SHOWN ON THIS SHEET FOR COVERAGE.

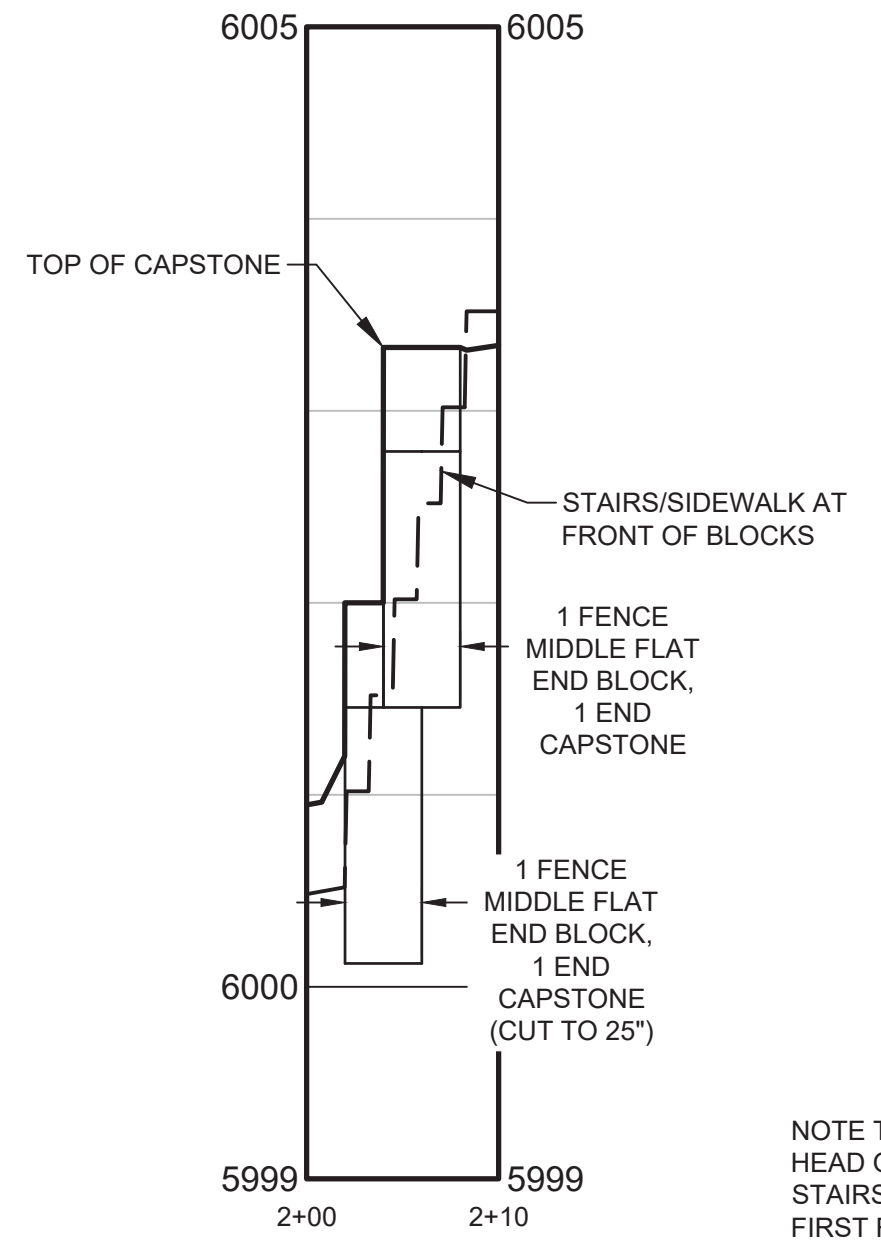
RECON BLOCKS ARE 48" L x 24" W x 16" TALL. CAPSTONES ARE 6.5" TALL.
REDI ROCK BLOCKS ARE 46 1/8" L x 28" W x 18" TALL. CAPSTONES ARE 6" TALL.

SMALL BLOCK SYSTEMS WILL NOT BE CONSIDERED EQUAL.

IN NO INSTANCE SHALL THE EXPOSED HEIGHT OF BLOCK + CAPSTONE BE GREATER THAN 30".

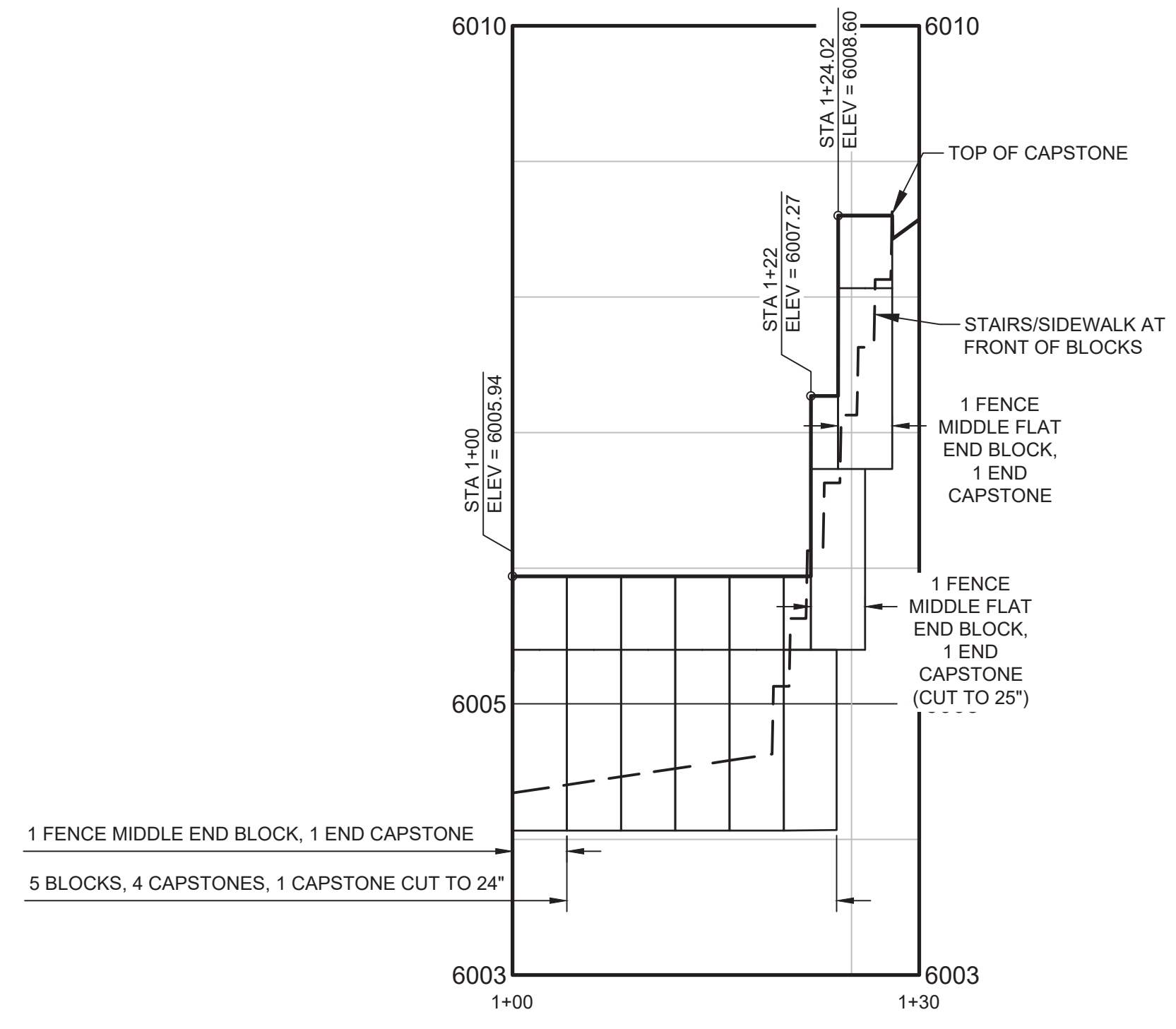
RECON BLOCK SHALL BE "WEATHERED EDGE" TEXTURE, UNSTAINED.
REDI-ROCK BLOCKS SHALL BE "COBBLESTONE OR LIMESTONE" TEXTURE, UNSTAINED.
SUBMIT TEXTURE OPTIONS FOR OTHER MANUFACTURER'S FOR APPROVAL.

INSTALL BLOCKS PER MANUFACTURER RECOMMENDATION WITH A MINIMUM OF 4" COMPACTED BEDDING MATERIAL. BEDDING MATERIAL MAY BE CRUSHED BASE OR UNSATURATED NATIVE MATERIAL. BEDDING MATERIAL IS INCIDENTAL TO PRECAST MODULAR BLOCK SYSTEM BID ITEM.



DECORATIVE BLOCK, EAST & WEST SIDES OF MIDDLE STAIRS

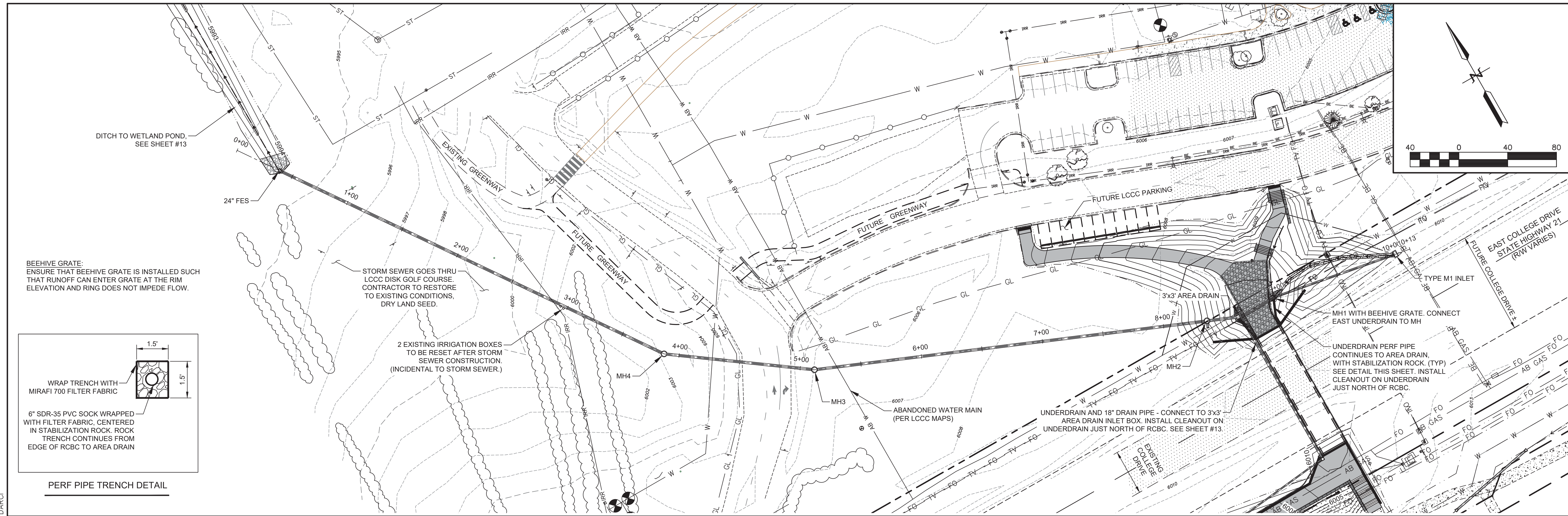
NOTE THAT THERE IS A 6" CURB HEAD ON EAST SIDE OF MIDDLE STAIRS. CURB HEAD ENDS AT FIRST RISER.



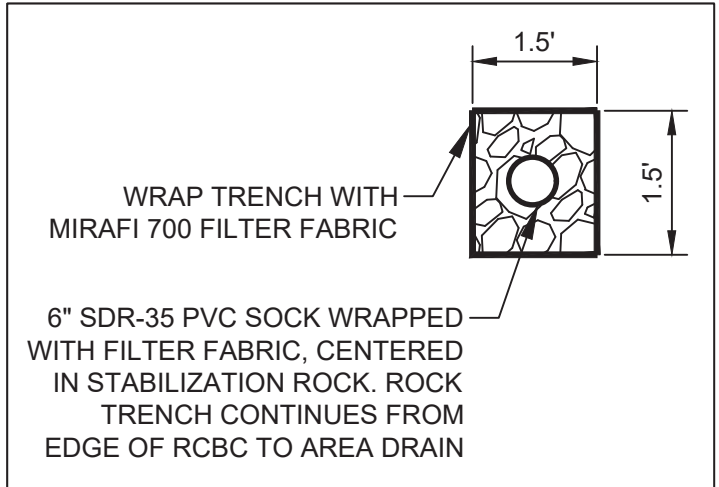
DECORATIVE BLOCK, EAST SIDE OF NORTH STAIRS



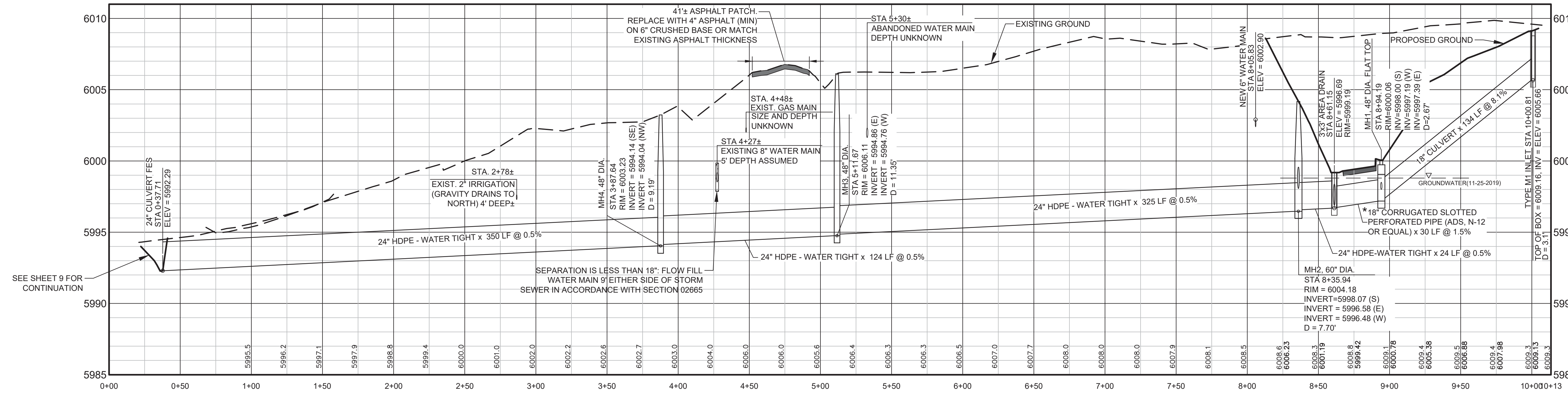
SUMMIT ENGINEERING, LLC 5907 TOWNSEND PLACE CHEYENNE, WY. 82009 307-637-0681	
DESIGNED: DMH DRAWN: DMH CHECKED: LRC PROJECT MANAGER: DMH DATE: AUGUST 2020	CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE BLOCK WALL, NORTH SIDE
REVISIONS: NO. DESCRIPTION OF REVISION BY DATE	DRAWING 11 OF 25



BEEHIVE GRATE:
ENSURE THAT BEEHIVE GRATE IS INSTALLED SUCH THAT RUNOFF CAN ENTER GRATE AT THE RIM ELEVATION AND RING DOES NOT IMPEDE FLOW.




PERF PIPE TRENCH DETAIL



* 18" CORRUGATED SLOTTED PERFORATED PIPE SHALL COME WITH A FILTER SOCK OR BE WRAPPED WITH MIRAFI 700 FILTER FABRIC.

Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS_TUNNEL\LCCC_TUNNEL(BASE).DWG Thursday, August 27, 2020 10:14 AM By: DARCI

DATE	BY	DESCRIPTION OF REVISION	REV

SUMMIT ENGINEERING, LLC

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 CHEYENNE, WY. 82009
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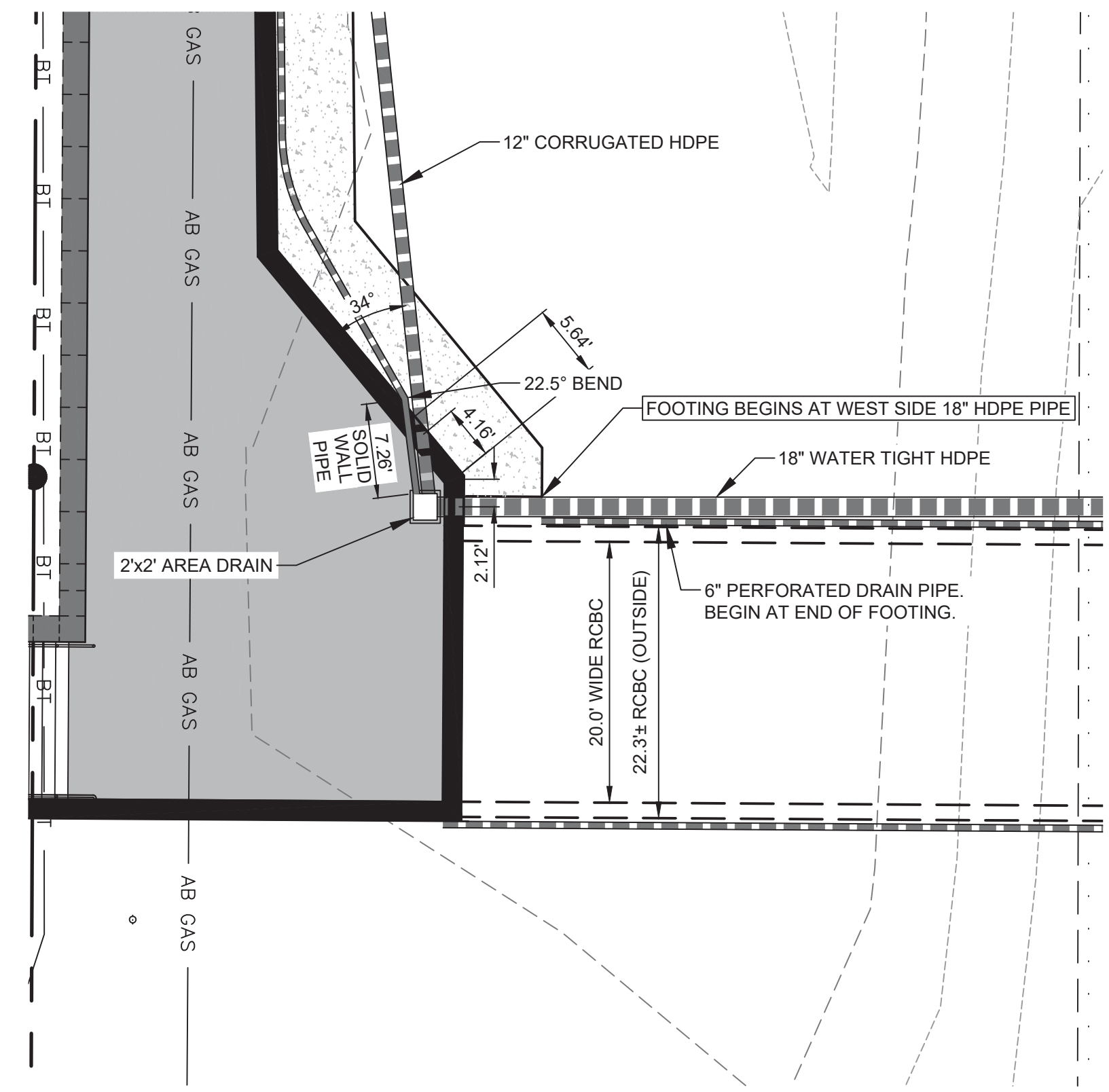
DESIGNED:	DMH
DRAWN:	DMH
CHECKED:	LRG
PROJECT MANAGER:	DMH
DATE:	AUGUST 2020

CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE

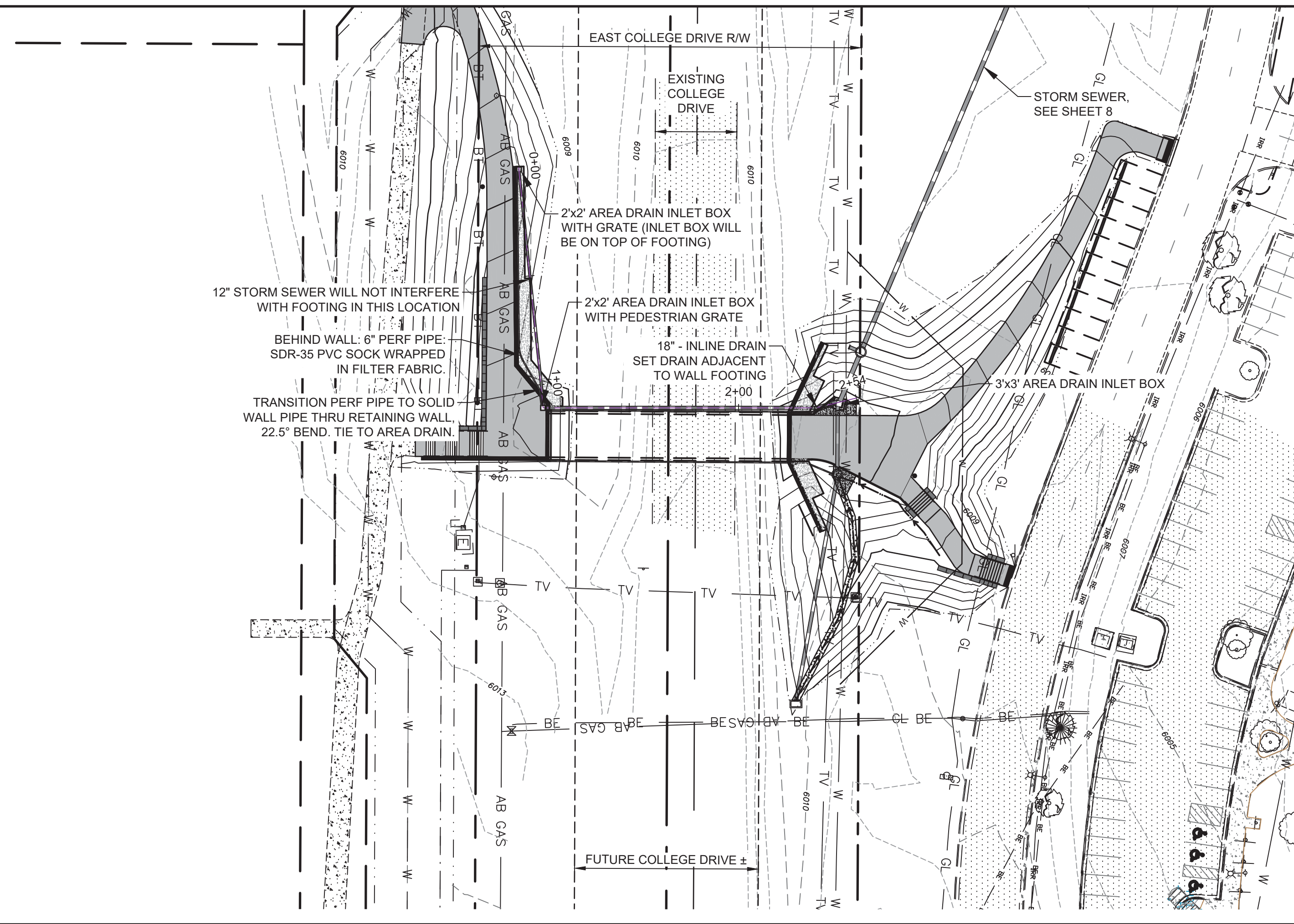
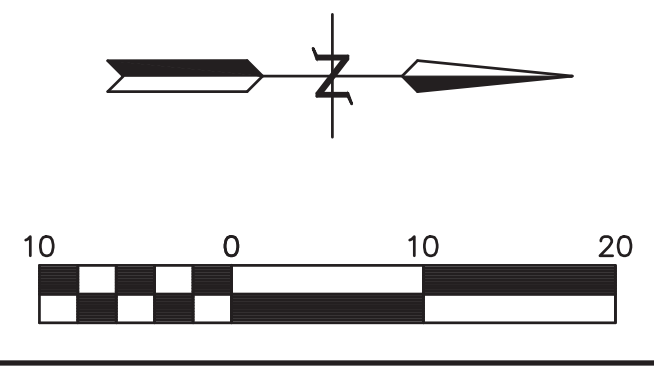
OUTLET STORM SEWER PLAN AND PROFILE

DRAWING
12 OF 25

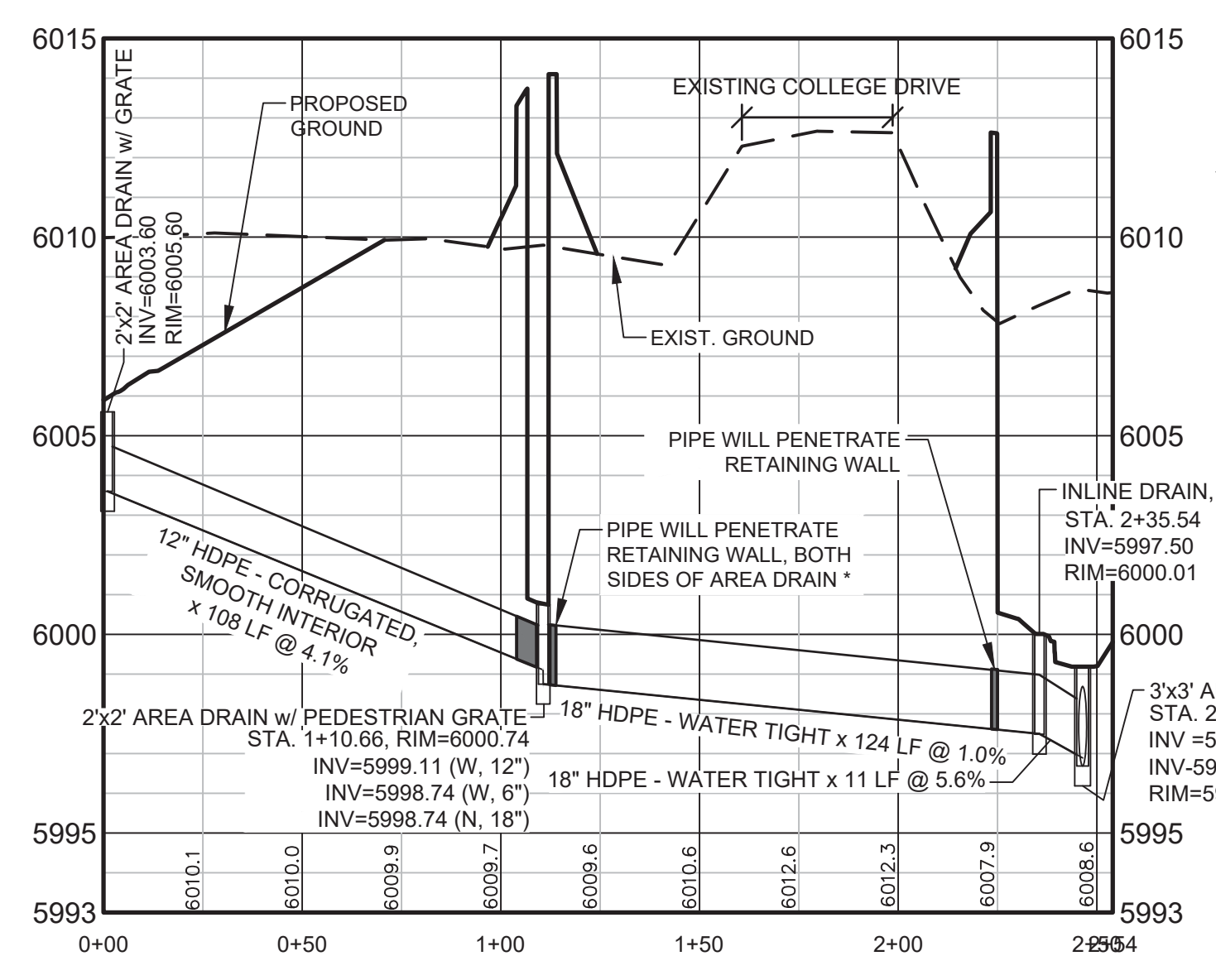
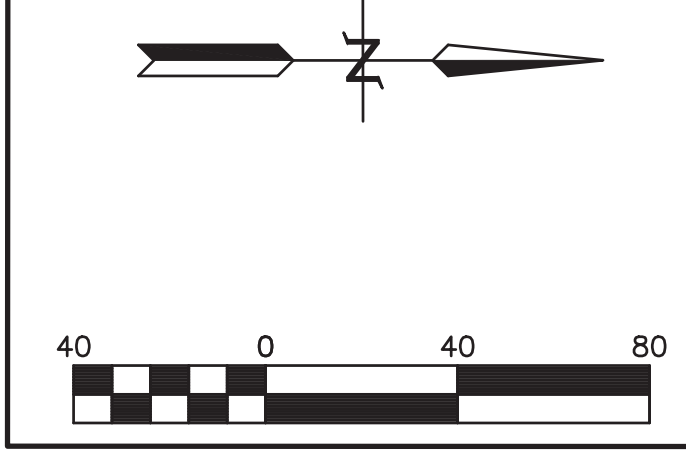
Drawing Name: C:\USERS\DARC\DESKTOP\SWEETGRASS\TUNNEL\LCCC_TUNNEL(BASE)\DWG Wednesday, August 26, 2020 9:38 AM By: DARC



STORM SEWER THRU RETAINING WALL - REFER TO STRUCTURAL PLANS



SOUTH SIDE STORM SEWER AND DRAIN PIPE PARALLEL TO RCBC



NOTE: 18" DRAIN PIPE IS INSTALLED ALONG SIDE 6" PERFORATED PIPE. SEE TYPICAL SECTION ON SHEET #2.

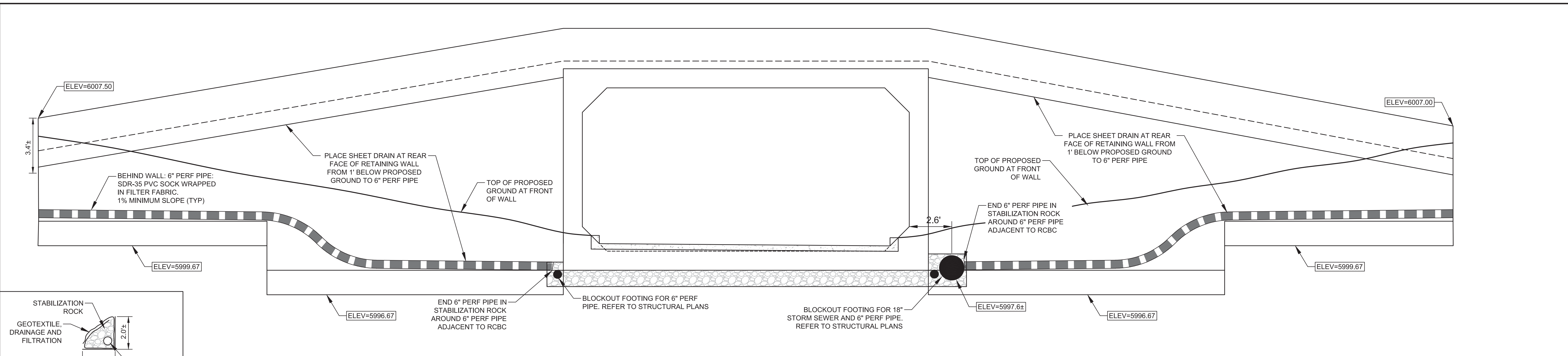
AREA DRAIN MAY BE CONCRETE OR HDPE MATERIAL. INLINE DRAIN SHALL BE NYLOPLAST, PRINSCO, OR EQUAL.



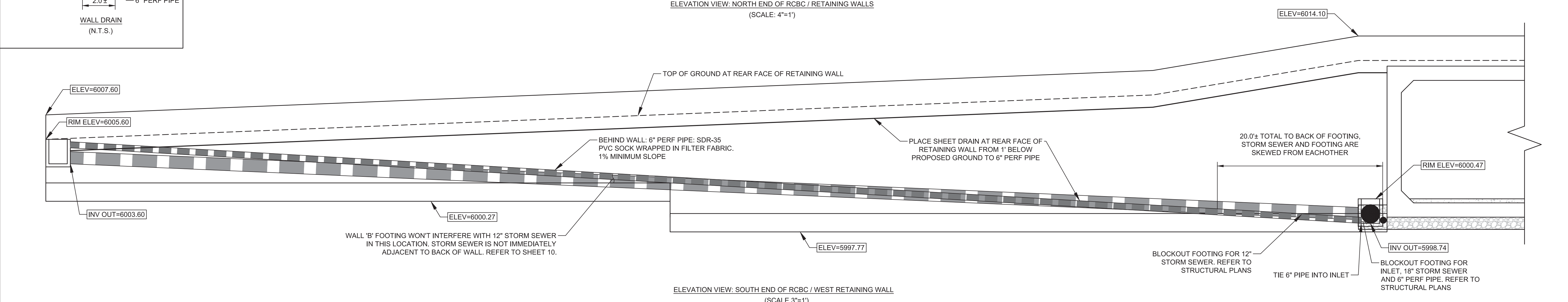
* BLOCK OUT NEEDED AT RETAINING WALL AND FOOTING FOR 2x2' AREA DRAIN AND 18" HDPE STORM SEWER HEADED NORTH; AND FOR 12" HDPE AND 6" PERF PIPE COMING FROM THE WEST. SEE SHEET #15 AND STRUCTURAL PLANS.

SUMMIT ENGINEERING, LLC 5907 TOWNSEND PLACE CHEYENNE, WY. 82009 307-637-0681	
DESIGNED: DMH DRAWN: DMH CHECKED: LRC PROJECT MANAGER: DMH DATE: AUGUST 2020	CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE RCBC STORM SEWER PLAN AND PROFILE
DESCRIPTION OF REVISION REV BY DATE	DRAWING 14 OF 25

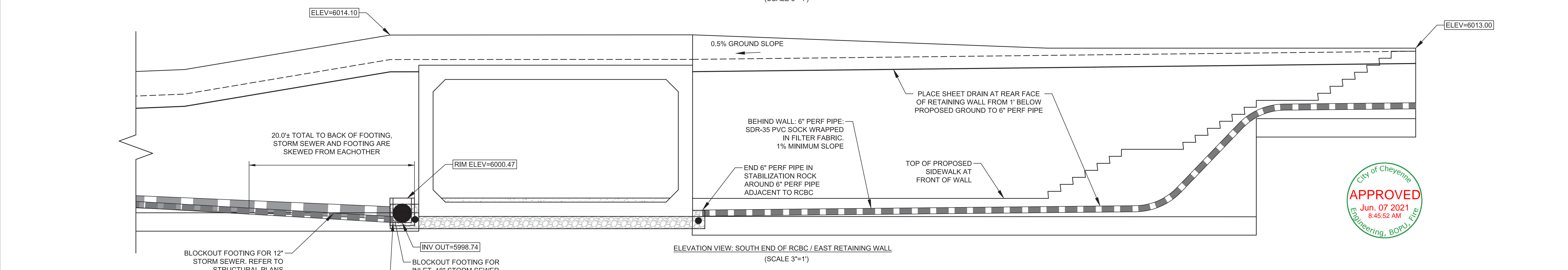
Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS\TUNNEL\LCCC_TUNNEL(BASE).DWG Wednesday, August 26, 2020 9:38 AM By: DARCI



ELEVATION VIEW: NORTH END OF RCBC / RETAINING WALLS
(SCALE: 4"=1')



ELEVATION VIEW: SOUTH END OF RCBC / WEST RETAINING WALL
(SCALE 3"=1')



ELEVATION VIEW: SOUTH END OF RCBC / EAST RETAINING WALL
(SCALE 3"=1')



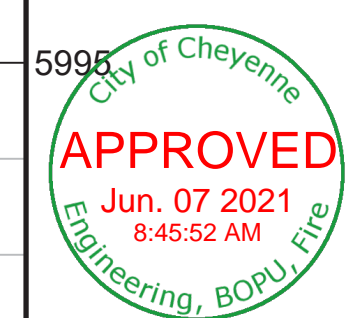
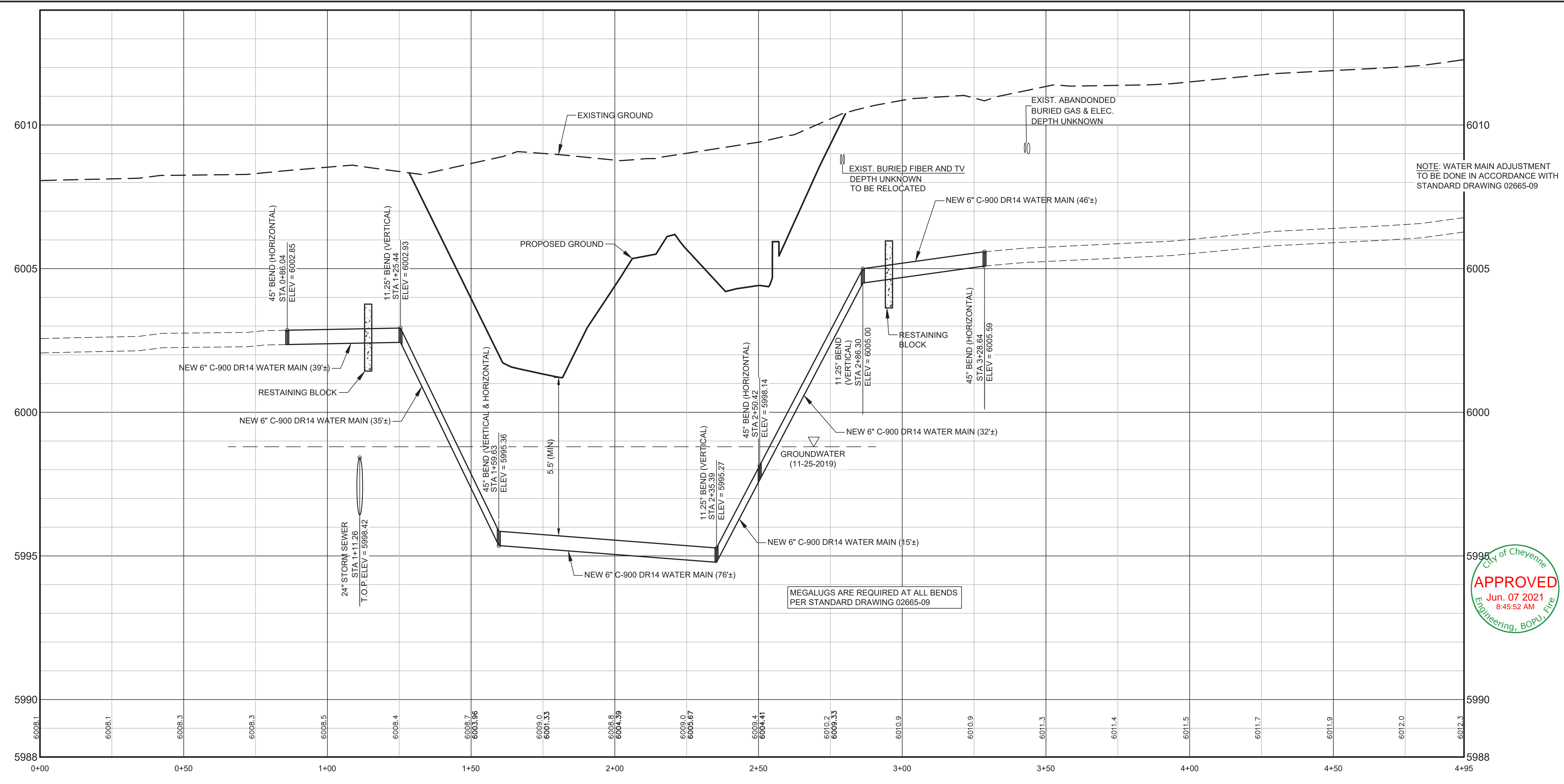
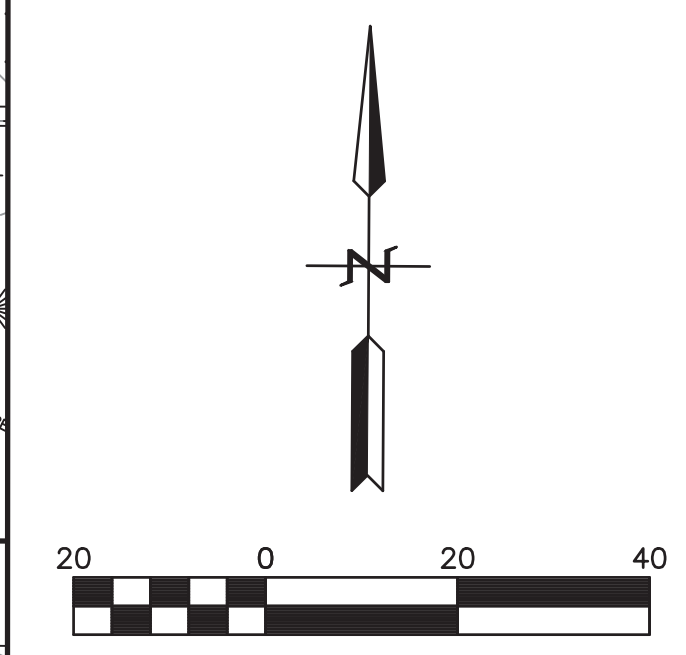
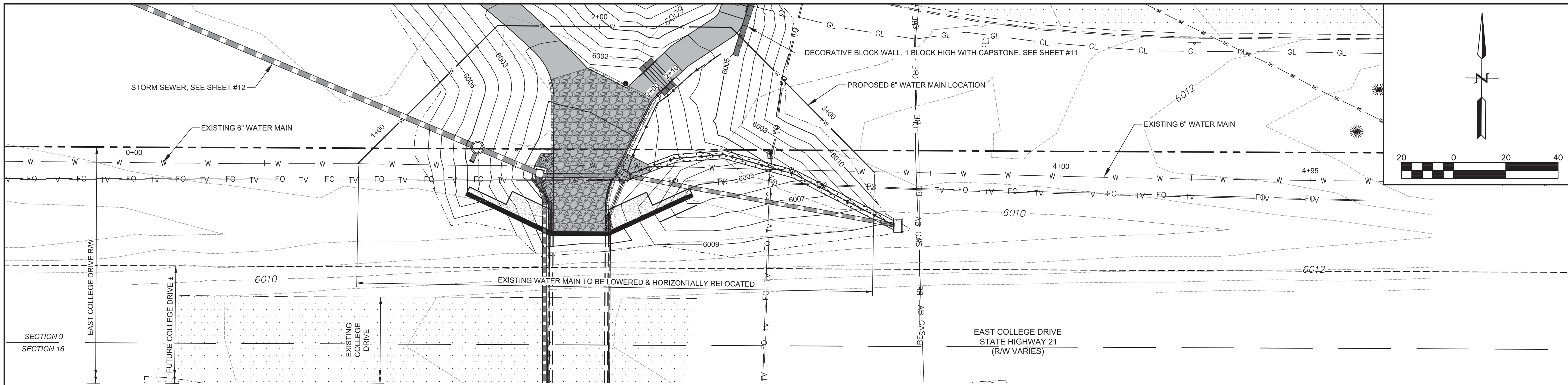
DATE	BY	DESCRIPTION OF REVISION	REV

SUMMIT ENGINEERING, LLC

5907 TOWNSEND PLACE
CHEYENNE, WY. 82009
307-637-0681

DESIGNED: DMH	CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE	DRAWING
DRAWN: DMH		
CHECKED: LRG	RETAINING WALL DRAINS AND STORM SEWER THRU FOOTINGS	15 OF 25
PROJECT MANAGER: DMH		
DATE: AUGUST 2020		

Drawing Name: C:\USERS\DARC\DESKTOP\SWEETGRASS_TUNNEL\LCCC Greenway Underpass / Page 118 of 246



REV	DESCRIPTION OF REVISION	BY	DATE

SUMMIT ENGINEERING, LLC

5907 TOWNSEND PLACE
CHEYENNE, WY. 82009
307-637-0681

DESIGNED:	DMH
DRAWN:	RDT
CHECKED:	LRC
PROJECT MANAGER:	DMH
DATE:	AUGUST 2020

CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE

WATER MAIN LOWERING PLAN AND PROFILE

Drawing Name: C:\USERS\DARCI\DESKTOP\SWEETGRASS_TUNNEL\LCCC_TUNNEL(BASE).DWG Wednesday, October 07, 2020 9:29 AM By: DARCI

MEANS AND METHODS / CONSTRUCTION SEQUENCE:
 THE CONTRACTOR IS RESPONSIBLE FOR HIS MEANS AND METHODS AND CONSTRUCTION SEQUENCING. THIS SHOEFLY DETAIL HAS BEEN CREATED TO GENERATE QUANTITIES AND COMMUNICATE MINIMUM SHOEFLY WIDTHS AND RADII IN ORDER TO ACCOMMODATE OVERSIZE TRAFFIC THAT UTILIZES COLLEGE DRIVE TO BYPASS RESTRICTED CLEARANCES SECTIONS ON THE INTERSTATE.

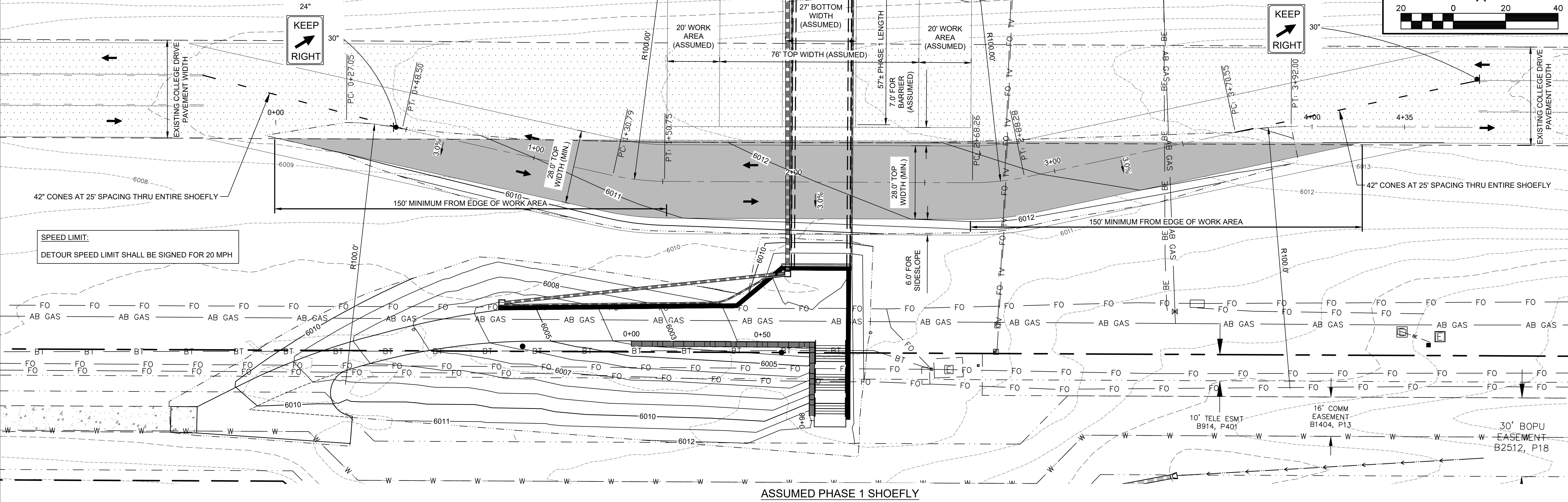
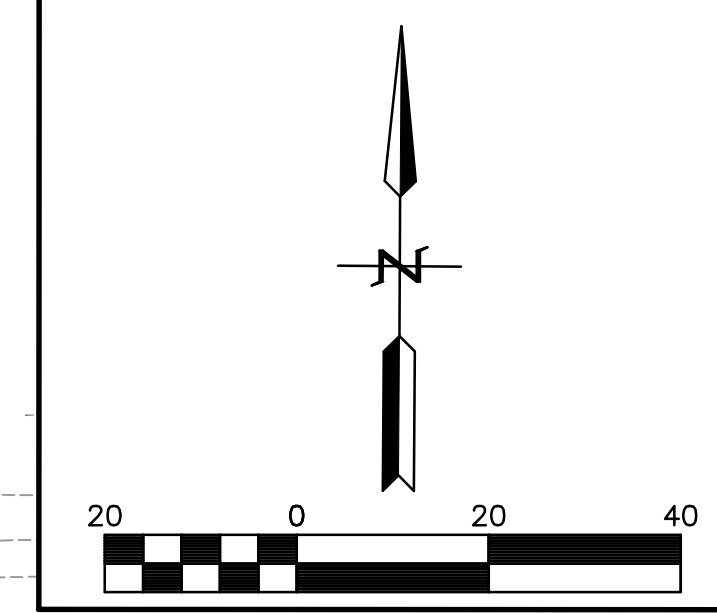
TRENCH WIDTH:
 GEOTECH REPORT RECOMMENDS 1.5H:1V SIDE SLOPES FOR TEMPORARY CUT. TO BOTTOM OF SUBGRADE THE RCBC IS 16" DEEP. BASED ON AN ASSUMED BOTTOM WIDTH OF 27' TO ACCOMMODATE PIPE INSTALLATION, THE TOP WIDTH HAS BEEN ASSUMED TO BE 76'. CONTRACTOR TO MAKE THE NECESSARY ADJUSTMENTS TO THESE DIMENSIONS/LAYOUT BASED ON HIS CONSTRUCTION METHODS.

SHOEFLY TOP WIDTH:
 WYDOT IS REQUIRING A 28' MINIMUM TOP WIDTH OF THE SHOEFLY BETWEEN THE RADII. WHEN OVERSIZE LOADS ARE SCHEDULED TO COME THRU THIS ROUTE WYDOT WILL NOTIFY THE CONTRACTOR IN ADVANCE. FLAGGING WILL BE REQUIRED TO ALLOW OVERSIZE LOAD TO NAVIGATE THRU SHOEFLY WITH TRAFFIC STOPPED IN THE OPPOSITE DIRECTION.

SHOEFLY SURFACING

SHOEFLY MAY BE CONSTRUCTED OF NATIVE MATERIAL WITH A 6" COMPACTED CRUSHED BASE TOP. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SURFACING CONDITION FOR THE DURATION OF ITS USE.

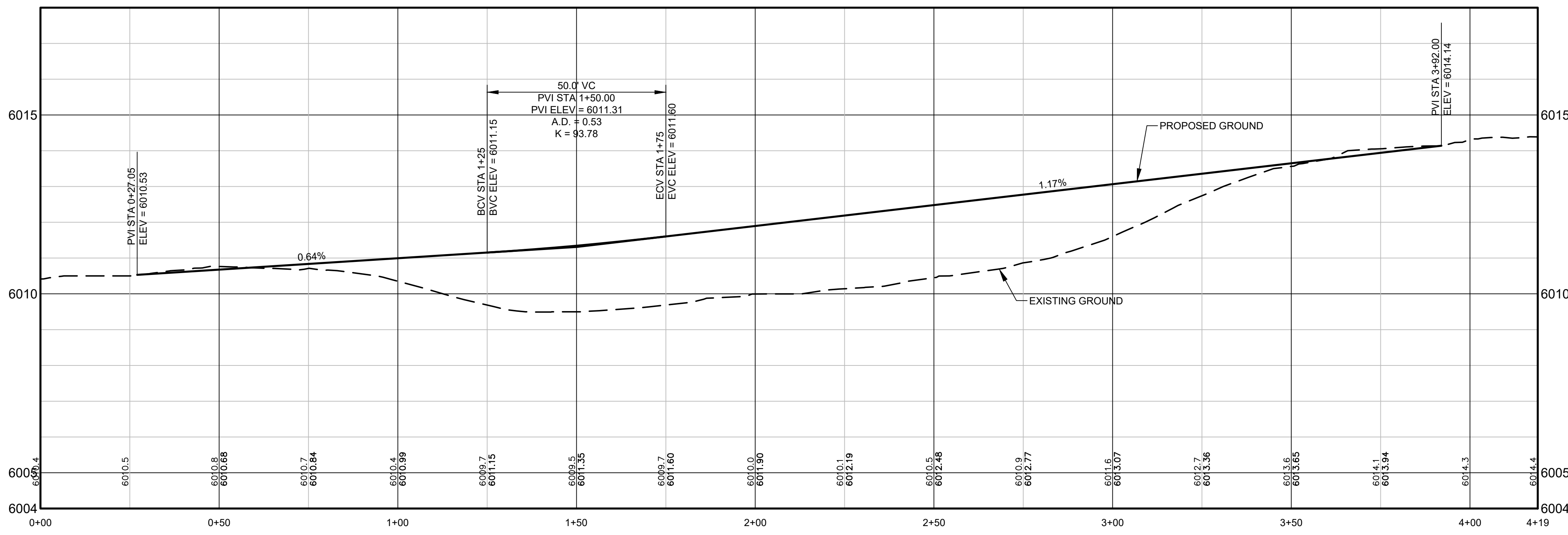
- TOP WIDTH OF SHOEFLY CAN SLOPE AT 3% MAXIMUM TO OUTSIDE.
- AT OUTSIDE, INSTALL TEMPORARY BARRIER OR 3:1 MAXIMUM SIDE SLOPE.



SPEED LIMIT:
 DETOUR SPEED LIMIT SHALL BE SIGNED FOR 20 MPH

SHOEFLY TRAFFIC CONTROL:
 TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH WYDOT STANDARD DETAIL 703-2G

SHOEFLY EARTHWORK:
 CAD VOLUME FOR DETOUR = 407 CY FILL BASED ON EXISTING TOP OF GROUND TO PROPOSED TOP OF DETOUR SURFACE.



<p>SUMMIT ENGINEERING, LLC</p> <p>5907 TOWNSEND PLACE CHEYENNE, WY. 82009 307-637-0681</p>	<p>CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE</p> <p>CONSTRUCTION SHOEFLY</p>
<p>DESIGNED: DMH DRAWN: DMH CHECKED: LRC PROJECT MANAGER: DMH DATE: AUGUST 2020</p>	<p>DRAWING</p> <p style="font-size: 24pt; font-weight: bold;">17 OF 25</p>

Drawing Name: C:\USERS\DARCI\DESKTOP\SWEET\GRASS_TUNNEL\CC_TUNNEL(BASE).DWG Wednesday, August 26, 2020 9:38 AM By: DARCI

STANDARD HIGHWAY MONUMENT

Finish ground lines smooth and slope to drain away from monument.

BRONZE TABLET
3" [75] MIN SPLIT STYLE TAPERED STEM

GENERAL NOTES

- Furnish the standard highway monument (concrete) unless the plans allow the use of the alternate monument.
- Provide tablets and/or caps (as specified) with a rounded top. Pre-print the information as shown below for each tablet or cap. Use recessed lettering with a minimum text height of 3/16 inch [5] and maximum height of 1/4 inch [6]. Ensure adequate room is available for the surveyor to place a survey mark and other field annotated information.

OPTION 1 **OPTION 2**

ALTERNATE HIGHWAY MONUMENT

Provide alternate monuments only when allowed in the plans. Use a brass or aluminum cap with a rounded top; fasten securely to top of pipe. Fill alternate monuments with concrete. Use at least one ferromagnetic insert at the base of monuments for electronic or magnetic detection.

POLYETHYLENE SURVEY MARKER

PLACE POLYETHYLENE SURVEY MARKER SIGNS ALONG SIDE MONUMENTS @ 12' [305] RADIALLY AND FACING THE ROADWAY AS SHOWN IN THE DIAGRAM.

STANDARD HIGHWAY MONUMENT ELEVATION VIEW **ALTERNATE HIGHWAY MONUMENT ELEVATION VIEW** **STANDARD POLYETHYLENE SURVEY MARKER**

WYOMING DEPARTMENT OF TRANSPORTATION

HIGHWAY MONUMENTS

STANDARD PLAN

Project: WY01
Sheet: 611-1
Date: 6/11/11
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

TYPICAL SECTION

NOTES:

- FULL WIDTH TRANSVERSE GREENWAY JOINT SPACING SHALL BE 10'-0" (SAWCUT). 1" MIN. DEPTH.
- EXPANSION GREENWAY JOINT SPACING SHALL BE 150'. USE PREFORMED JOINT MATERIAL FULL DEPTH. GROUT AND SEAL WITH SILICONE. EXPANSION JOINT SHALL BE CONSIDERED SUBSIDIARY TO THE GREENWAY.
- ALL CONCRETE SHALL BE 4500 PSI WITH FIBER REINFORCEMENT AND CONFORM TO SECTION 03405.
- ALL GREENWAY PATH WILL BE 4" THICK EXCEPT FOR ACROSS APPROACHES. THICKNESS OF DRIVE APPROACH SHALL BE 6" FOR RESIDENTIAL AND 8" FOR COMMERCIAL DRIVE AND ALLEY APPROACHES.
- CRUSHED BASE IS TO EXTEND 12" PAST EDGE OF PATH AND COMPACTED PER SECTION 02231.
- NO CONCRETE SHALL BE PLACED WITHOUT A FINAL FORM AND GRADE INSPECTION BY THE CITY.
- MAX. LONGITUDINAL GRADE SHALL NOT EXCEED 5% PER ADA STANDARDS.

CITY OF CHEYENNE AND BOARD OF PUBLIC UTILITIES STANDARD DRAWING

GREENWAY TYPICAL SECTION

NEW 2014
STANDARD DRAWING NO. 03340-11

INLET TYPE M1 FOR MEDIAN DRAINS

GENERAL NOTES

- Reinforcing Bars Space #4 [#13] rebar at 12 in [305] centers in walls and bottom of box.

WYOMING DEPARTMENT OF TRANSPORTATION

INLET TYPE M1 FOR MEDIAN DRAINS

STANDARD PLAN

Project: CR01
Sheet: 625-1
Date: 6/25/01A
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

WATER MAIN ADJUSTMENT

NOTES:

- THRUST BLOCKS MAY BE REQUIRED IN UNSTABLE MATERIAL.
- PER D.E.O. REQUIREMENTS, A CASING PIPE OR APPROPRIATE PIPE ENGAGEMENT, SHALL BE REQUIRED WHEN WATER MAIN IS LESS THAN 18" ABOVE A SANITARY OR STORM SEWER.
- JOINTS INSIDE THE CASING PIPE OR THE PIPE ENGAGEMENT MUST ALSO BE RESTRAINED.
- SUPPORT SANITARY SEWER OVER WATER MAIN.
- SEE DRAWING 05665-01 FOR DETAILS ON CASING PIPE SPACERS AND END SEALS.

CITY OF CHEYENNE AND BOARD OF PUBLIC UTILITIES STANDARD DRAWING

WATER MAIN ADJUSTMENT

REVISED 2014
STANDARD DRAWING NO. 02665-09

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5907 TOWNSEND PLACE
CHEYENNE, WY. 82009
307-637-0681

CITY OF CHEYENNE, LARAMIE COUNTY & LARAMIE COUNTY COMMUNITY COLLEGE

DETAILS

DESIGNED: DMH
DRAWN: RDT
CHECKED: LRC
PROJECT MANAGER: DMH
DATE: AUGUST 2020

DESCRIPTION OF REVISION

BY DATE

19 OF 25

GENERAL NOTES & REQUIREMENTS

1. **GENERAL**
 - 1A. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. NOTHING SHOWN IN STRUCTURAL DRAWINGS SHALL BE INFERRED TO ALLEVIATE THE NEED FOR TEMPORARY BRACING, SHORING, ETC., WHICH MAY ARISE FROM THE CONTRACTOR'S MEANS, METHODS AND/OR SEQUENCING.
 - 1B. DO NOT SCALE DRAWINGS.
2. **GENERAL FOUNDATION NOTES**
 - 2A. FOUNDATION SUBGRADE & SUPPORT:
 - a. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THE PRESUMPTIVE LOAD BEARING VALUES SHOWN IN THE DESIGN CRITERIA VERIFIED BY A QUALIFIED GEOTECHNICAL ENGINEER DURING THE OPEN HOLE INSPECTION. IF THE SITE CONDITIONS DO NOT MEET OR EXCEED THE VALUES SHOWN BELOW, CONTACT EOR PRIOR TO PROCEEDING W/ WORK.
 - b. FOOTINGS & SLABS-ON-GRADE SHALL BEAR ON CRUSHED BASE AS REQUIRED BY THE GEOTECHNICAL AND CIVIL ENGINEER.
 - c. WHERE REQUIRED, ENGINEERED FILL MATERIALS SHALL BE FREE OF VEGETATION, ORGANIC MATERIALS AND FOREIGN MATERIALS. TO ENSURE UNIFORM SUPPORT OF FOUNDATION ELEMENTS, ENGINEERED FILL SHALL BE DESIGNED AND INSPECTED BY A QUALIFIED GEOTECHNICAL ENGINEER LICENSED IN THE STATE OF WYOMING.
 - 2B. FOUNDATION DRAINAGE:
 - a. FOUNDATION DRAINAGE SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CIVIL ENGINEER.
3. **EXISTING CONDITIONS**
 - 3A. THE CONTRACTOR SHALL FIELD VERIFY AND COORDINATE ALL EXISTING CONDITIONS PRIOR TO THE PREPARATION OF SHOP DRAWINGS AND PRIOR TO PROCEEDING WITH THE WORK.
 - 3B. STRUCTURAL DOCUMENTS HAVE BEEN PREPARED WITH THE USE OF EXISTING DRAWINGS AVAILABLE DURING DESIGN AND THROUGH VISUAL SITE OBSERVATIONS WHEN ACCESSIBLE. DURING CONSTRUCTION, THE CONTRACTOR MAY DISCOVER UNFORESEEN EXISTING CONDITIONS WHICH COULD BE IN CONFLICT WITH THE CONTRACT DOCUMENTS.
 - 3C. IN THE EVENT OF SUCH DISCOVERIES, THE CONTRACTOR SHALL SUBMIT A DETAILED, DIMENSIONED SKETCH SHOWING ALL EXISTING STRUCTURE AND OTHER RELEVANT MATERIALS AND CONDITIONS TO THE EOR PRIOR TO PROCEEDING WITH THE WORK.
 - 3D. THE CONTRACTOR SHALL TAKE CARE TO NOT DAMAGE, SCUFF, SCAR OR MAR EXISTING SURFACES TO REMAIN IN THE FINAL CONDITION. ALL DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

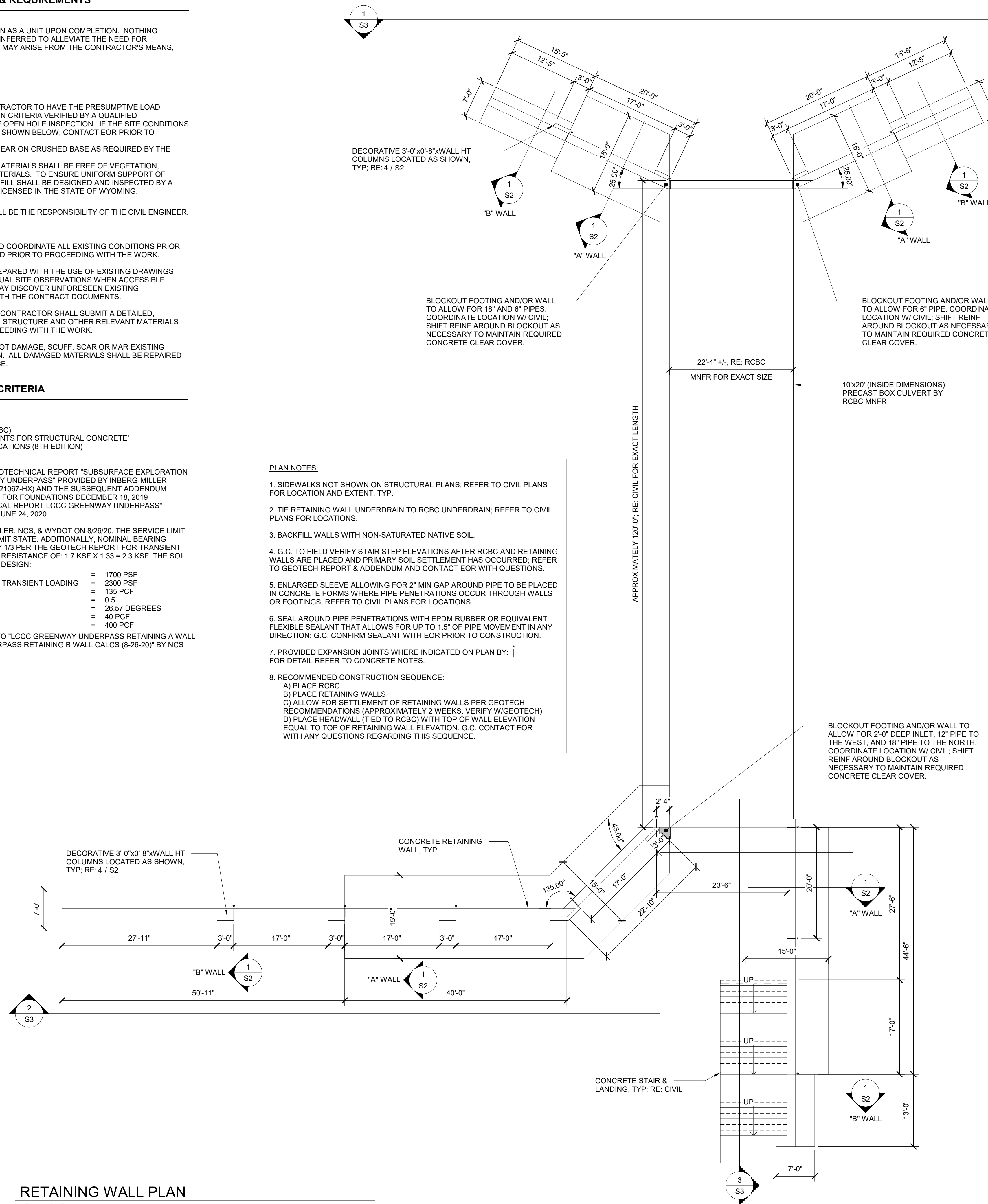
DESIGN CRITERIA

1. **CODES & STANDARDS**
 - 1A. CODES:
 - a. 2018 INTERNATIONAL BUILDING CODE (IBC)
 - b. ACI 318-14 'BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE'
 - c. AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS (8TH EDITION)
2. **FOUNDATION DESIGN CRITERIA**
 - 2A. FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT "SUBSURFACE EXPLORATION AND GEOTECHNICAL REPORT LCCC GREENWAY UNDERPASS" PROVIDED BY INBERG-MILLER ENGINEERS ON DECEMBER 18, 2019 (REPORT #21067-HX) AND THE SUBSEQUENT ADDENDUM REPORT "SUPPLEMENTAL RECOMMENDATIONS FOR FOUNDATIONS DECEMBER 18, 2019 SUBSURFACE EXPLORATION AND GEOTECHNICAL REPORT LCCC GREENWAY UNDERPASS" PROVIDED BY INBERG-MILLER ENGINEERS ON JUNE 24, 2020.
 - 2B. PER THE CONVERSATION WITH INBERG-MILLER, NCS, & WYDOT ON 8/26/20, THE SERVICE LIMIT STATE WILL CONTROL OVER THE STRENGTH LIMIT STATE. ADDITIONALLY, NOMINAL BEARING RESISTANCE IS ALLOWED TO BE INCREASED BY 1/3 PER THE GEOTECH REPORT FOR TRANSIENT LOADING (LIVE LOAD SURCHARGE), YIELDING A RESISTANCE OF: 1.7 KSF X 1.33 = 2.3 KSF. THE SOIL PARAMETERS LISTED BELOW WERE USED FOR DESIGN:

a. NOMINAL SOIL BEARING RESISTANCE	=	1700 PSF
b. INCREASED BEARING RESISTANCE FOR TRANSIENT LOADING	=	2300 PSF
c. SOIL UNIT WEIGHT	=	135 PCF
d. COEFFICIENT OF FRICTION	=	0.5
e. ANGLE OF INTERNAL FRICTION	=	26.57 DEGREES
f. ACTIVE EQUIVALENT FLUID WEIGHT	=	40 PCF
g. PASSIVE EQUIVALENT FLUID WEIGHT	=	400 PCF
 - 2C. FOR FULL DESIGN CALCULATIONS, REFER TO "LCCC GREENWAY UNDERPASS RETAINING A WALL CALCS (8-26-20)" AND "LCCC GREENWAY UNDERPASS RETAINING B WALL CALCS (8-26-20)" BY NCS STRUCTURAL ENGINEERING.

PLAN NOTES:

1. SIDEWALKS NOT SHOWN ON STRUCTURAL PLANS; REFER TO CIVIL PLANS FOR LOCATION AND EXTENT, TYP.
2. TIE RETAINING WALL UNDERDRAIN TO RCBC UNDERDRAIN; REFER TO CIVIL PLANS FOR LOCATIONS.
3. BACKFILL WALLS WITH NON-SATURATED NATIVE SOIL.
4. G.C. TO FIELD VERIFY STAIR STEP ELEVATIONS AFTER RCBC AND RETAINING WALLS ARE PLACED AND PRIMARY SOIL SETTLEMENT HAS OCCURRED; REFER TO GEOTECH REPORT & ADDENDUM AND CONTACT EOR WITH QUESTIONS.
5. ENLARGED SLEEVE ALLOWING FOR 2" MIN GAP AROUND PIPE TO BE PLACED IN CONCRETE FORMS WHERE PIPE PENETRATIONS OCCUR THROUGH WALLS OR FOOTINGS; REFER TO CIVIL PLANS FOR LOCATIONS.
6. SEAL AROUND PIPE PENETRATIONS WITH EPDM RUBBER OR EQUIVALENT FLEXIBLE SEALANT THAT ALLOWS FOR UP TO 1.5" OF PIPE MOVEMENT IN ANY DIRECTION; G.C. CONFIRM SEALANT WITH EOR PRIOR TO CONSTRUCTION.
7. PROVIDED EXPANSION JOINTS WHERE INDICATED ON PLAN BY: | FOR DETAIL REFER TO CONCRETE NOTES.
8. RECOMMENDED CONSTRUCTION SEQUENCE:
 - A) PLACE RCBC
 - B) PLACE RETAINING WALLS
 - C) ALLOW FOR SETTLEMENT OF RETAINING WALLS PER GEOTECH RECOMMENDATIONS (APPROXIMATELY 2 WEEKS, VERIFY W/GEOTECH)
 - D) PLACE HEADWALL (TIED TO RCBC) WITH TOP OF WALL ELEVATION EQUAL TO TOP OF RETAINING WALL ELEVATION. G.C. CONTACT EOR WITH ANY QUESTIONS REGARDING THIS SEQUENCE.

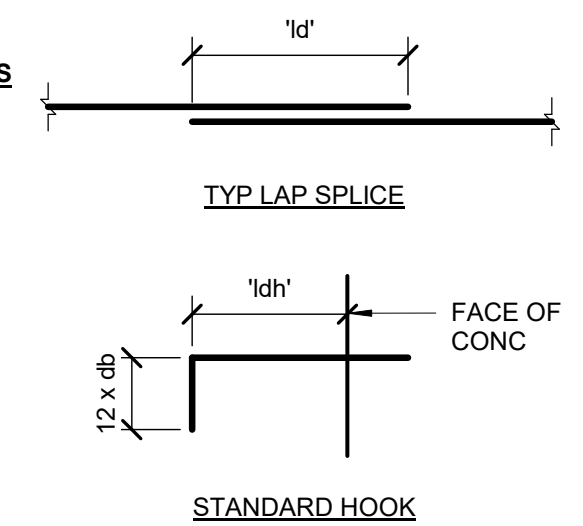


CONCRETE NOTES & SPECIFICATIONS

1. **GENERAL**
 - 1A. ALL WORK SHALL CONFORM WITH ACI 301-10.
2. **CONCRETE MIX DESIGN**
 - 2A. PROVIDE A CONCRETE MIX DESIGN MEETING THE FOLLOWING REQUIREMENTS:
 - a. MINIMUM COMPRESSIVE STRENGTH (f_c) = 4500 PSI AT (28) DAYS
 - b. PORTLAND CEMENT (ASTM C150) = TYPE I/II
 - c. NORMAL WEIGHT AGGREGATE (ASTM C33) = 3/4" MAX
 - d. AIR CONTENT = 6% ± 1%
 - 2B. THE CONTRACTOR SHALL PROPORTION MIX DESIGNS TO CONFORM WITH THE REQUIREMENTS SHOWN ABOVE. THE USE OF ADMIXTURES CONFORMING TO ASTM C494 TO ADJUST SLUMP, TO PROVIDE DESIRED WORKABILITY AND TO PROVIDE CHARACTERISTICS FOR MEANS AND METHODS OF PLACEMENT, IS PERMITTED.
 - 2C. AGGREGATES USED SHALL BE EVALUATED FOR THE POTENTIAL OF ALKALI-SILICA REACTIVITY. IF AGGREGATES ARE FOUND TO BE POTENTIALLY REACTIVE, MIX DESIGN SHALL INCORPORATE MEANS TO CONTROL REACTIVITY. REFER TO THE PORTLAND CEMENT ASSOCIATION'S 'GUIDE SPECIFICATION FOR CONCRETE SUBJECT TO ALKALI-SILICA REACTION' FOR MORE INFORMATION.
3. **REINFORCING MATERIALS**
 - 3A. REINFORCING MATERIALS:
 - a. TYPICAL DEFORMED BAR REINFORCING = ASTM A615, Gr. 60
 - b. DEFORMED WELDED WIRE FABRIC = ASTM A497

REINFORCING DEVELOPMENT & STANDARD HOOK LENGTHS

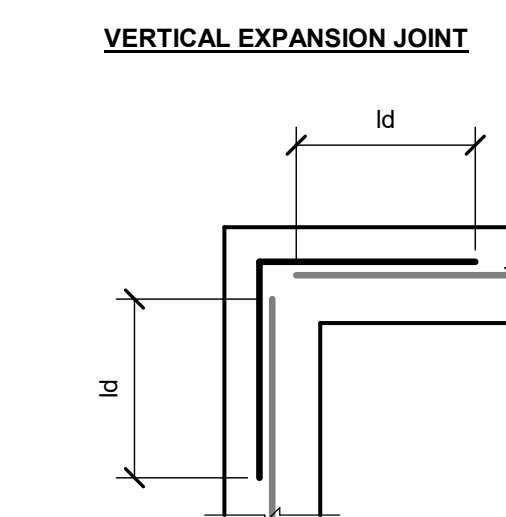
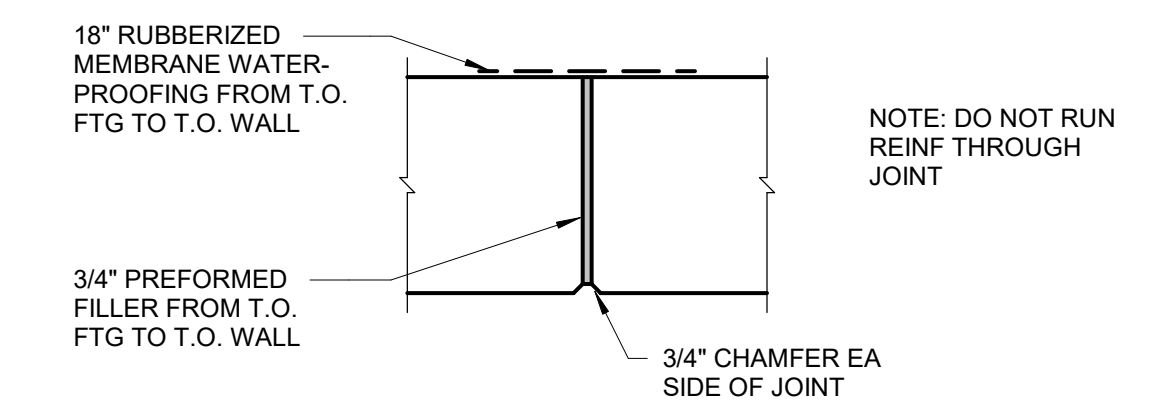
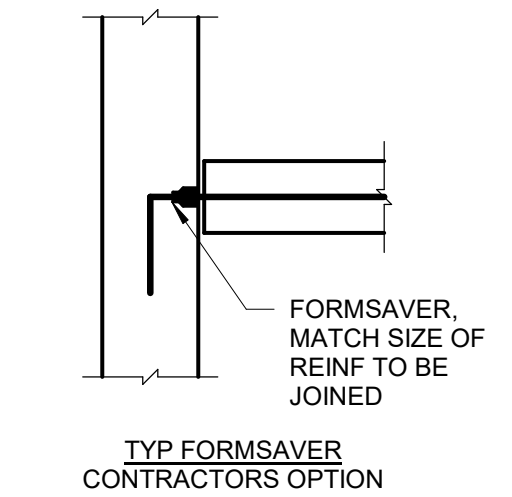
BAR SIZE	DEVELOPMENT LENGTH (ld)	STANDARD HOOK (ldh)
#3	18"	6"
#4	22"	8"
#5	28"	10"
#6	34"	12"
#8	56"	16"



- NOTES:
1. LAP SPLICE LENGTHS SHALL EQUAL OR EXCEED THE DEVELOPMENT LENGTH FOR A BAR OF THE SAME SIZE.
 2. CLEAR SPACING SHALL NOT BE LESS THAN 2x(db).
 3. CLEAR COVER SHALL NOT BE LESS THAN (db).

CONC REINF CLEAR COVER RQMTS

BAR LOCATION & USE	CLEAR COVER
CONCRETE CAST AGAINST, AND PERMANENTLY EXPOSED TO EARTH	3"
CONCRETE CAST IN FORMS BUT PERMANENTLY EXPOSED TO EARTH	2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH EARTH	3/4"

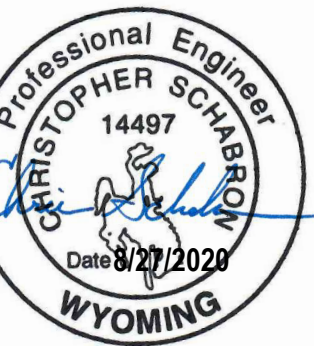


RETAINING WALL PLAN
1" = 10'-0"

SHEET INDEX	
NUMBER	SHEET NAME
S1	RETAINING WALL PLAN & GENERAL / CONG NOTES
S2	STRUCTURAL DETAILS & ISOMETRIC VIEWS
S3	RETAINING WALL ELEVATIONS



NCS STRUCTURAL ENGINEERING, LLC
3405 DILLON AVENUE
CHEYENNE, WY 82001
PHONE: 307-760-5961
NCS.STRUCTURAL@GMAIL.COM



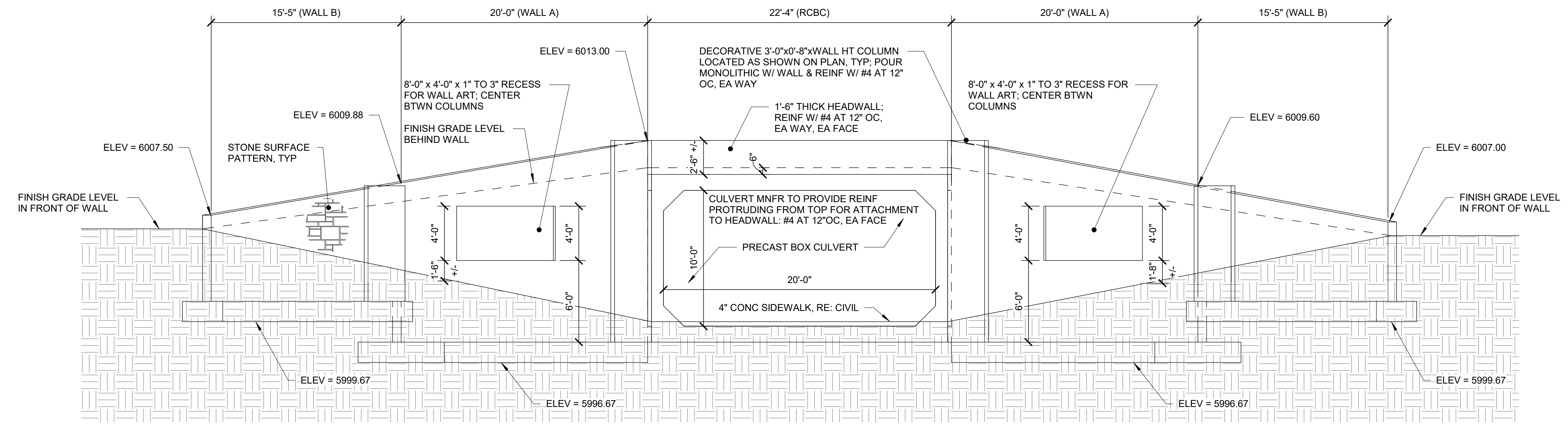
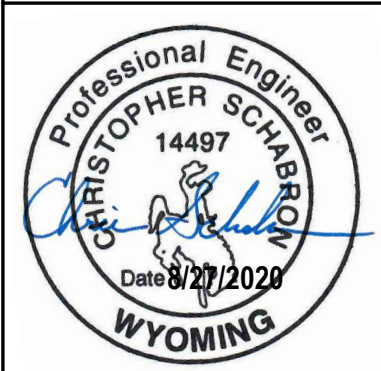
LARAMIE COUNTY COMMUNITY COLLEGE
GREENWAY UNDERPASS
Cheyenne, WY

REVISION	DATE

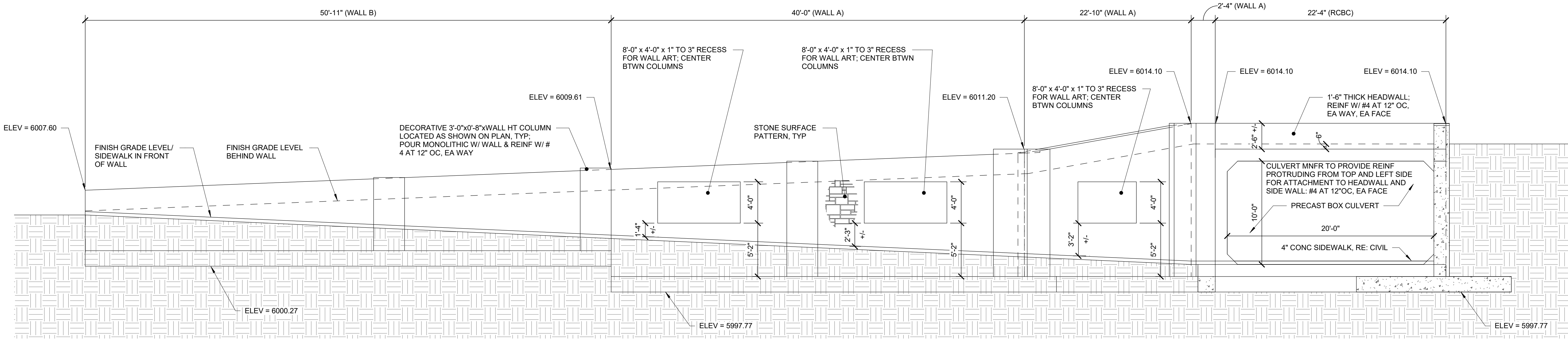
DATE: 08/27/20
JOB NUMBER: 20-5.1
DRAWN BY: CMS

RETAINING WALL PLAN & GENERAL / CONG NOTES

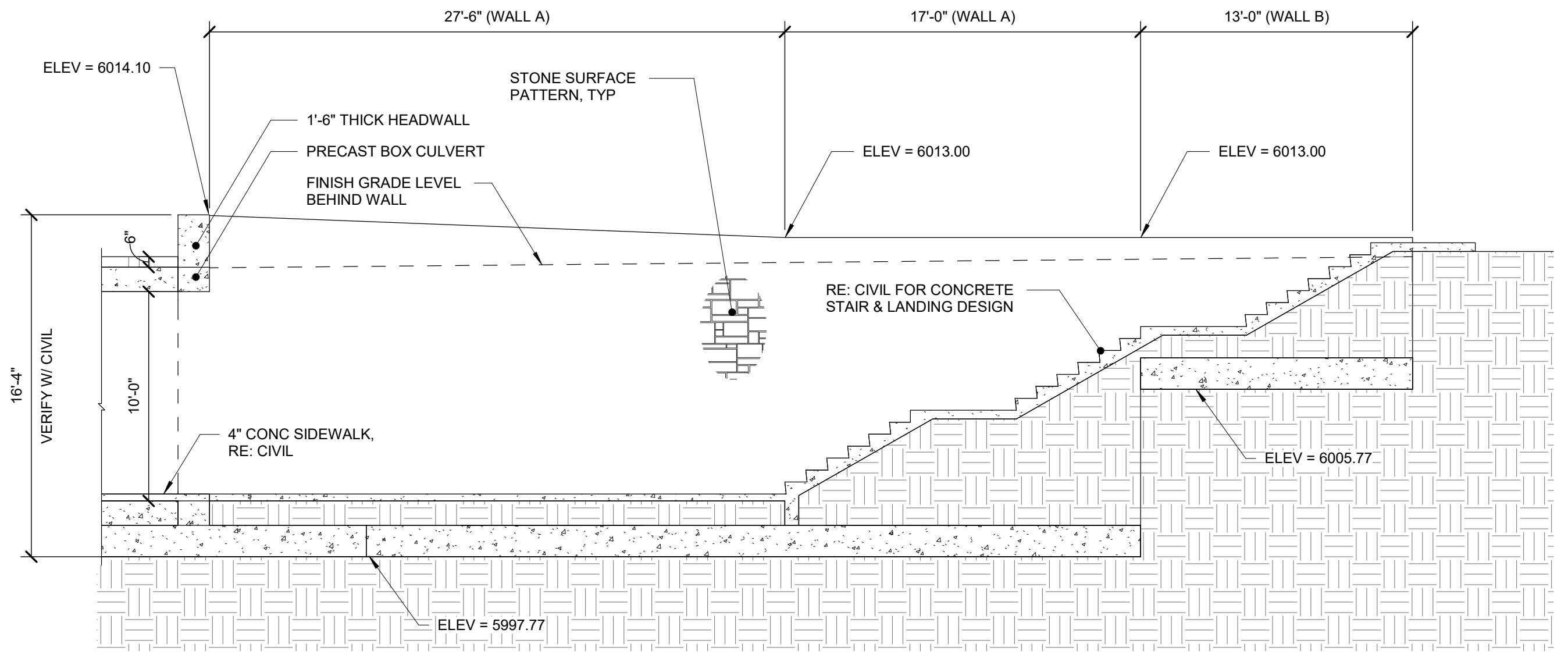
S1



① NORTH WALL ELEVATION
 3/16" = 1'-0"



② SOUTH WALL ELEVATION
 3/16" = 1'-0"



③ EAST WALL ELEVATION
 3/16" = 1'-0"



LARAMIE COUNTY COMMUNITY COLLEGE
 GREENWAY UNDERPASS
 Cheyenne, WY

REVISION	DATE

DATE: 08/27/20
 JOB NUMBER: 20-5.1
 DRAWN BY: CMS
 RETAINING WALL ELEVATIONS

GENERAL SIDEWALK REQUIREMENTS

Corrective Work: Do not exceed ADA minimum or maximum requirements (unless specified in the contract for a given site infeasibility condition). If exceeded, provide corrective work as approved by the Engineer to bring the work into compliance with ADA Standards.

Minimum Sidewalk & Ramp Widths:
5 ft. [1525] for new construction and where feasible in existing infrastructure. ADA Minimum = 4 ft. [1220] (with passing zones).

Provide sidewalk passing zones every 200 ft. [61m] (ADA maximum) when the clear width of the sidewalk is less than 5 ft. [1525]. Passing zones are minimum of 5 ft. [1525] x 5 ft. [1525] (ADA minimum).

Cross-Slope (perpendicular to the travel direction):
Slope sidewalks at 1.5% towards street unless otherwise shown. ADA maximum cross-slope = 2.0%.

Sidewalk Grade: If the sidewalk is contained within the roadway/highway right of way, do not exceed the maximum grade for the adjacent roadway. For other areas, do not exceed 4.5%. ADA maximum = 5.0%. Exception: curb ramp grades have their own requirements.

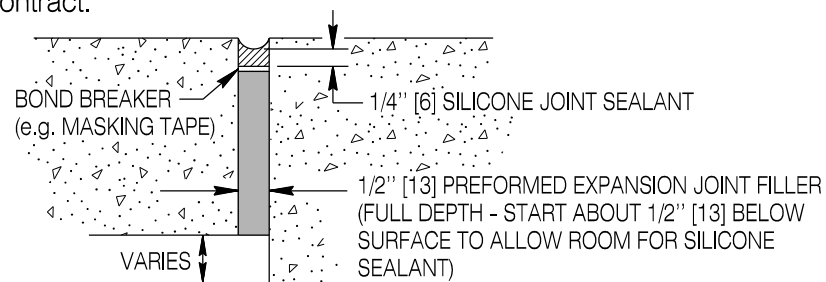
Curb Ramps: Provide curb ramps and landings at all pedestrian street crossings and for each direction of travel. Provide perpendicular ramps or combination ramps where available right-of-way exists.

Detectable Warnings: Provide color contrast detectable warnings in accordance with the contract for all ramps for the entire ramp width for perpendicular ramps and the entire street grade landing for parallel ramps. The rust like patina on cast iron detectable warnings is considered to meet color contrast requirements.

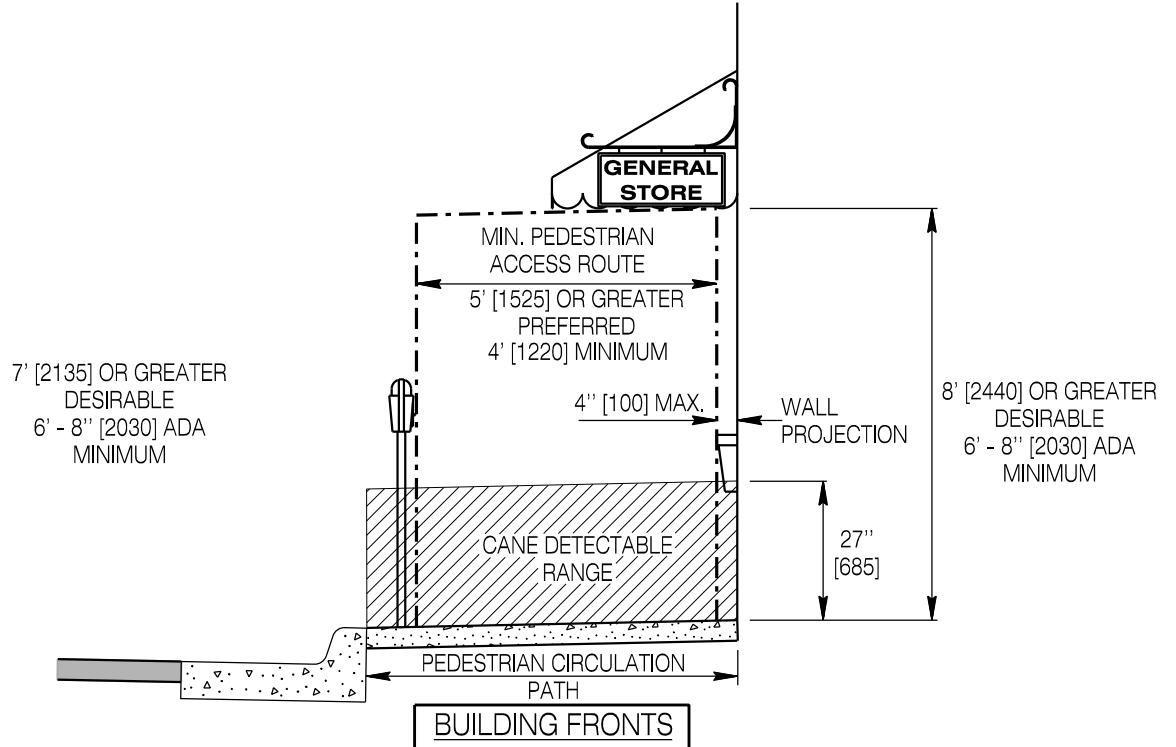
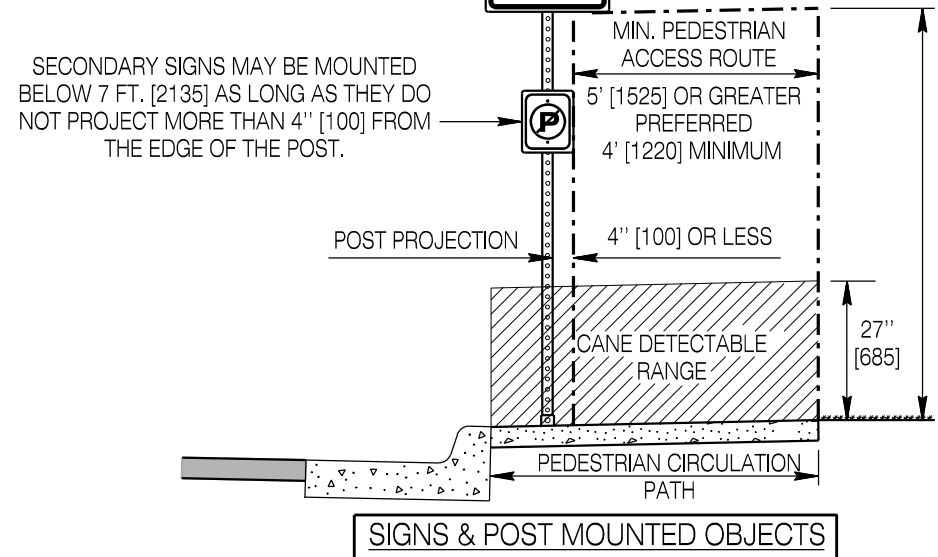
Pedestrian Signal Actuators: Provide in accordance with MUTCD.

Sidewalk Closures (for construction): Provide sidewalk closures in conformance with ADA and MUTCD requirements.

Expansion Joints: Provide expansion joints (shown below) as required in the contract.



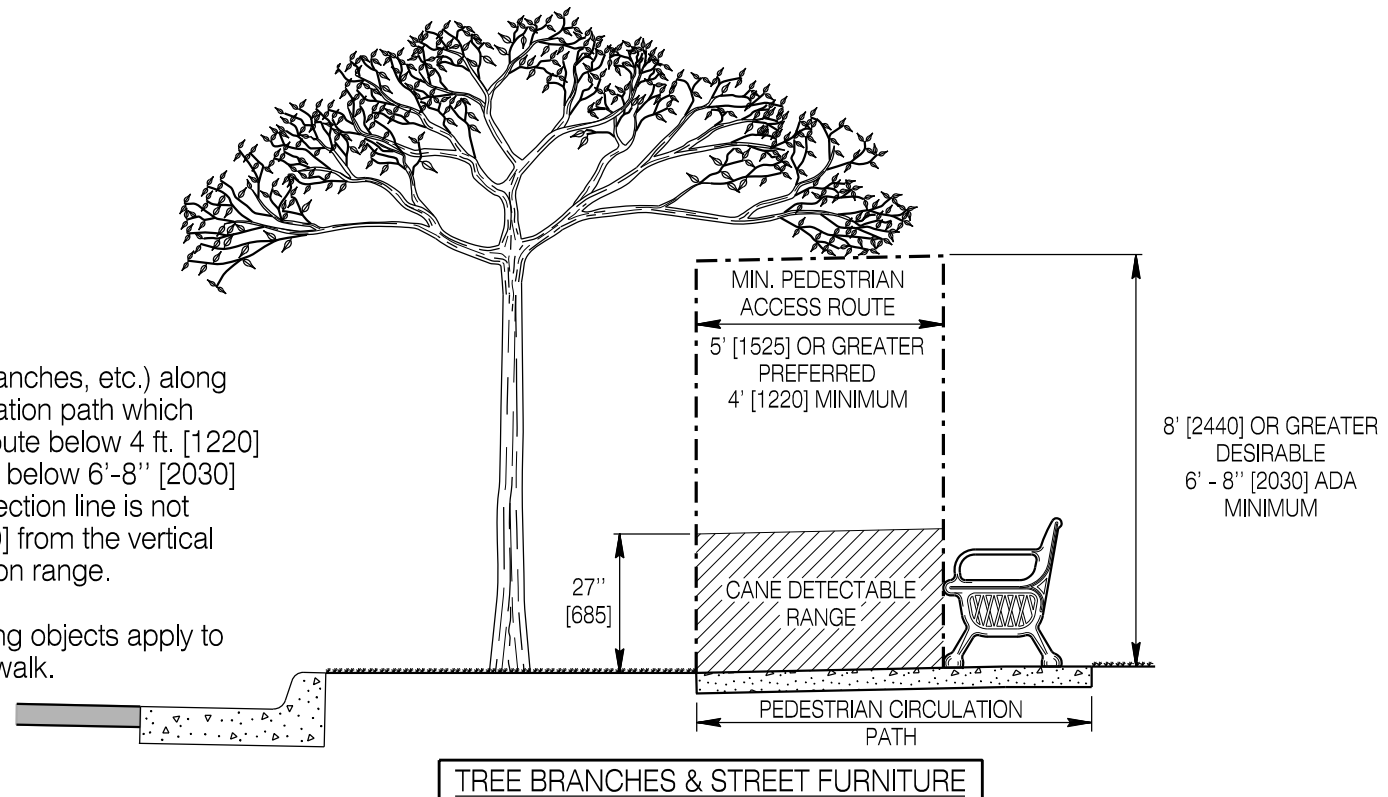
TYPICAL EXPANSION JOINT DETAIL



MINIMUM PEDESTRIAN ACCESS ROUTE WIDTH, HEIGHT, AND PROTRUDING OBJECTS

Do not permit objects (street furniture, signs, trees, branches, etc.) along side or overhanging any portion of a pedestrian circulation path which reduces the **clear width** of the pedestrian access route below 4 ft. [1220] (5 ft. [1525] or greater preferred) or the **clear height** below 6'-8" [2030] (8 ft. [2440] preferred). An object above the cane detection line is not permitted to protrude horizontally more than 4 in. [100] from the vertical projection of an object located within the cane detection range.

The requirements above for clear height and protruding objects apply to the entire circulation path for which a pedestrian can walk.



Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No.: 608-1A

GENERAL REQUIREMENTS



CONCRETE SIDEWALK AND ADA ACCESSIBILITY

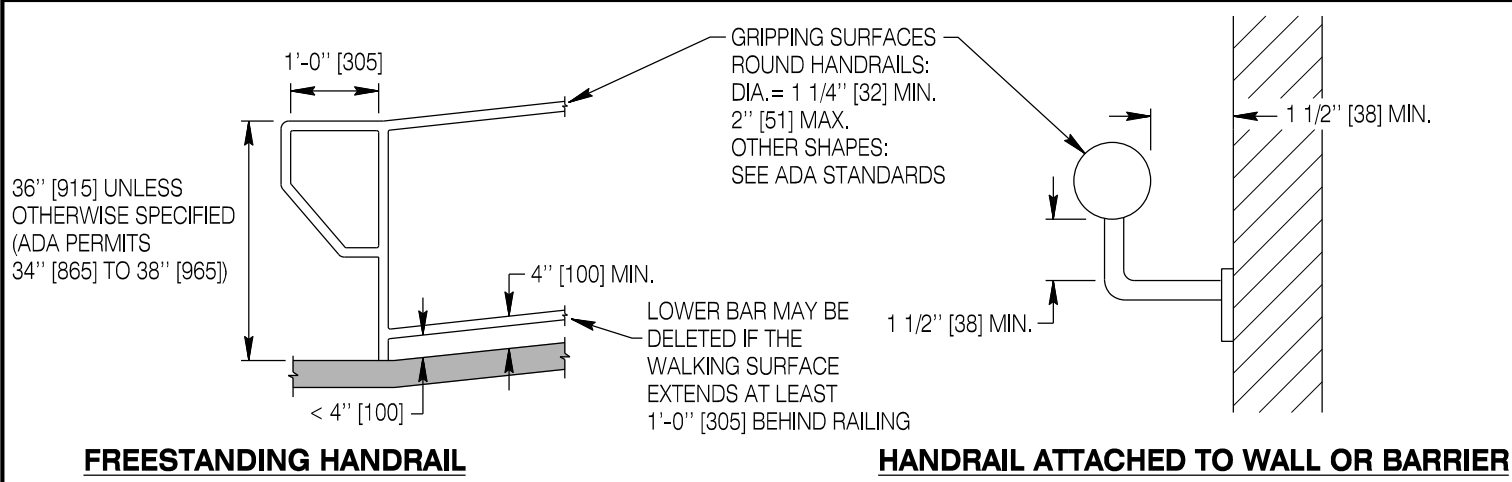
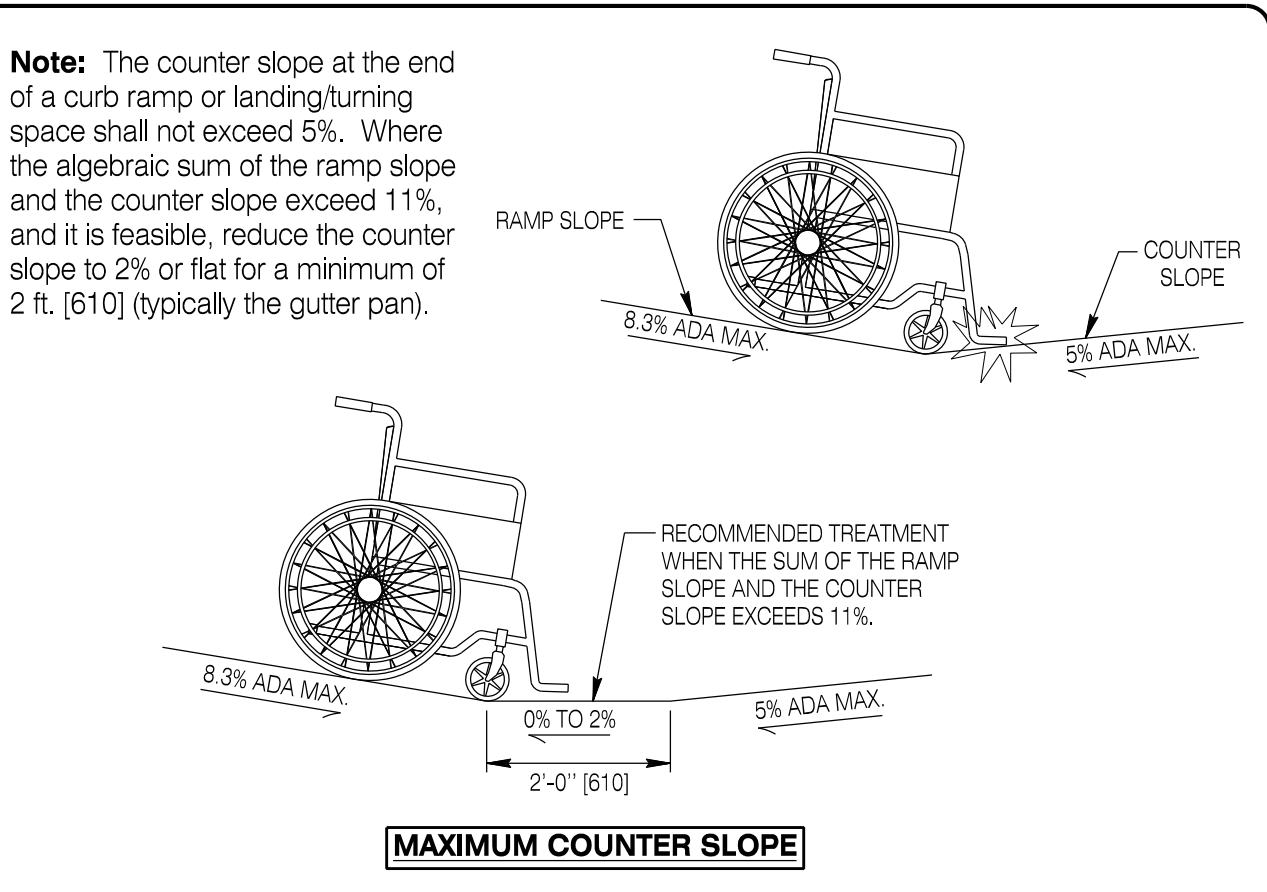
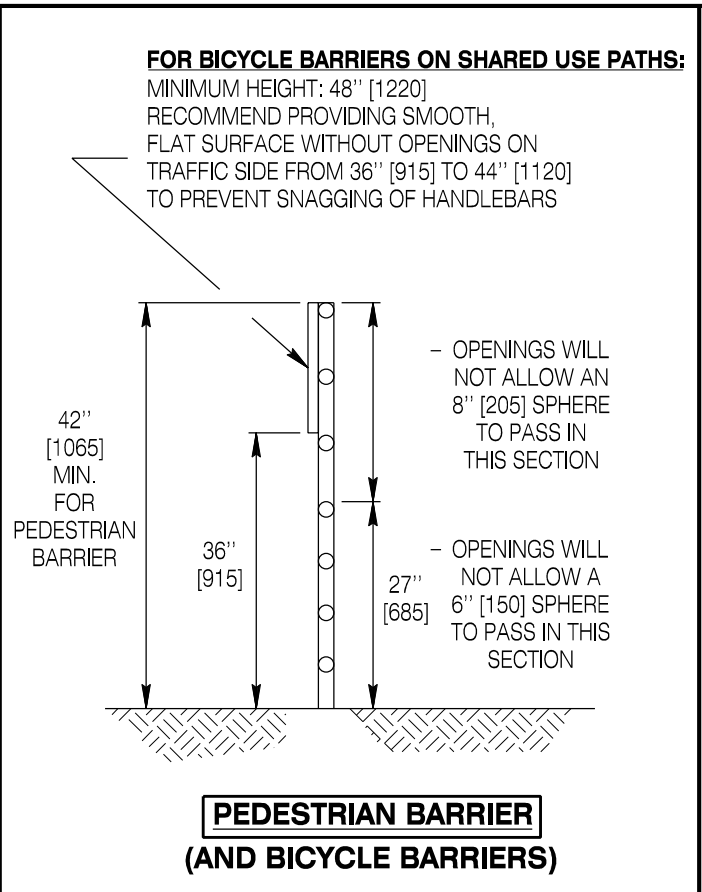
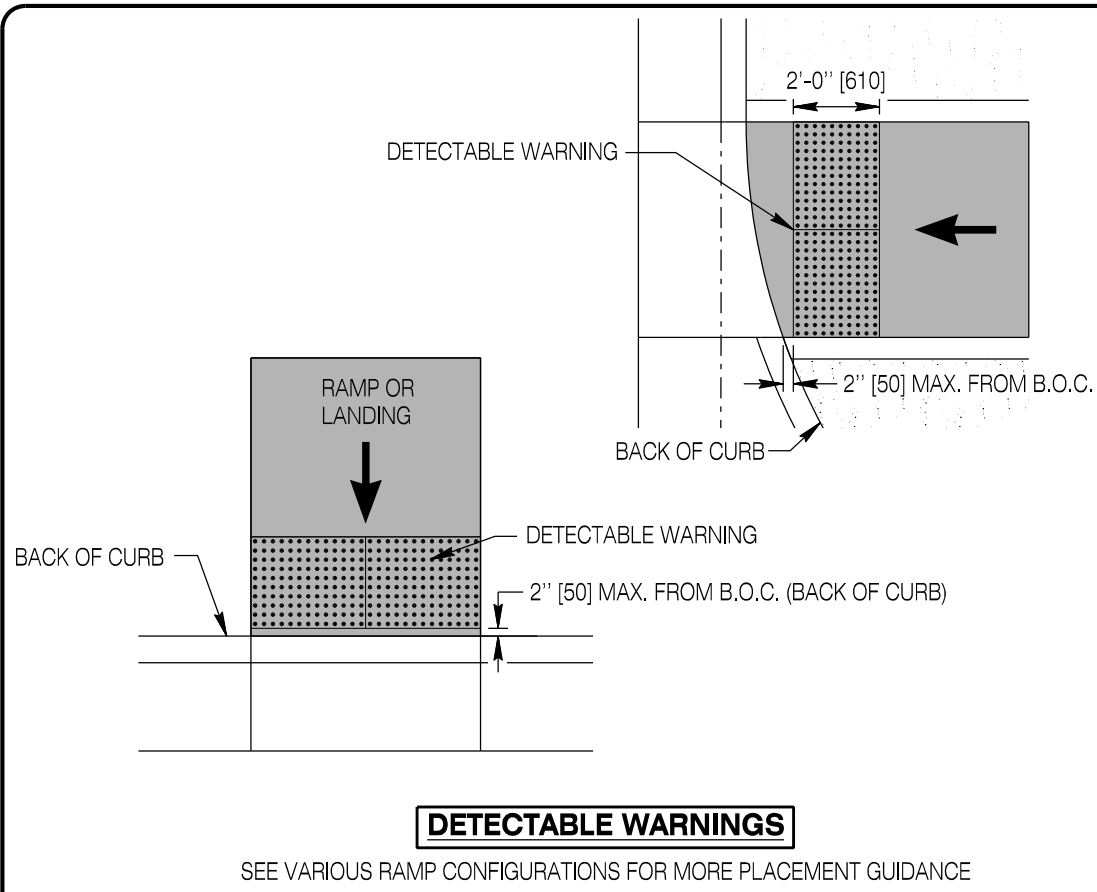
STANDARD PLAN

STANDARD PLAN NUMBER

608-1B

SHEET 1 of 8

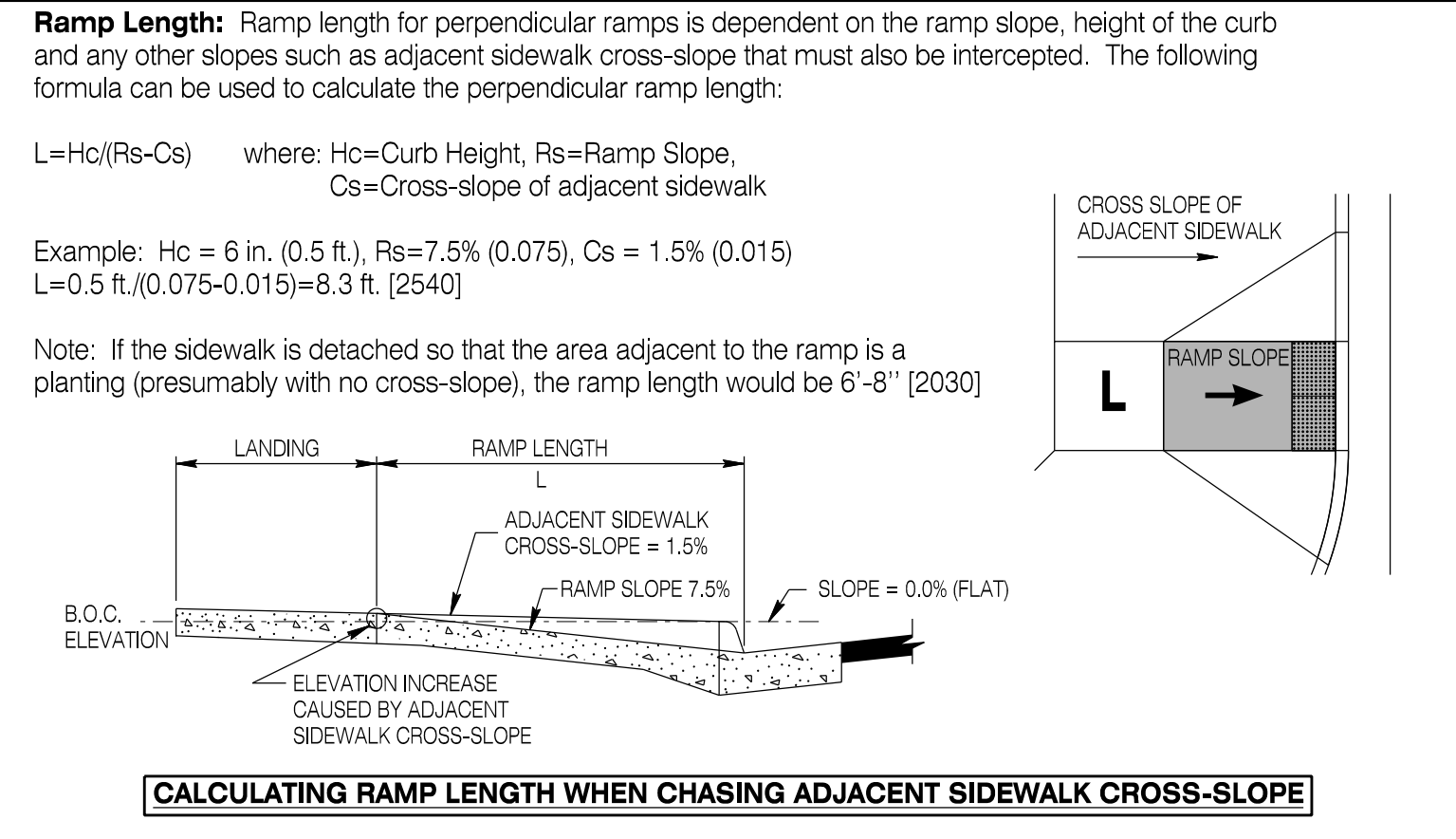
Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018



Note: Where handrails are required by ADA or provided even if not required, they shall meet these requirements. Handrails may be free standing or attached to a wall or other barrier. Handrails shall be continuous for the distance provided and shall extend 1 ft. [305] beyond the end of a ramp or stairs. See the ADA standards for other requirements for handrails.

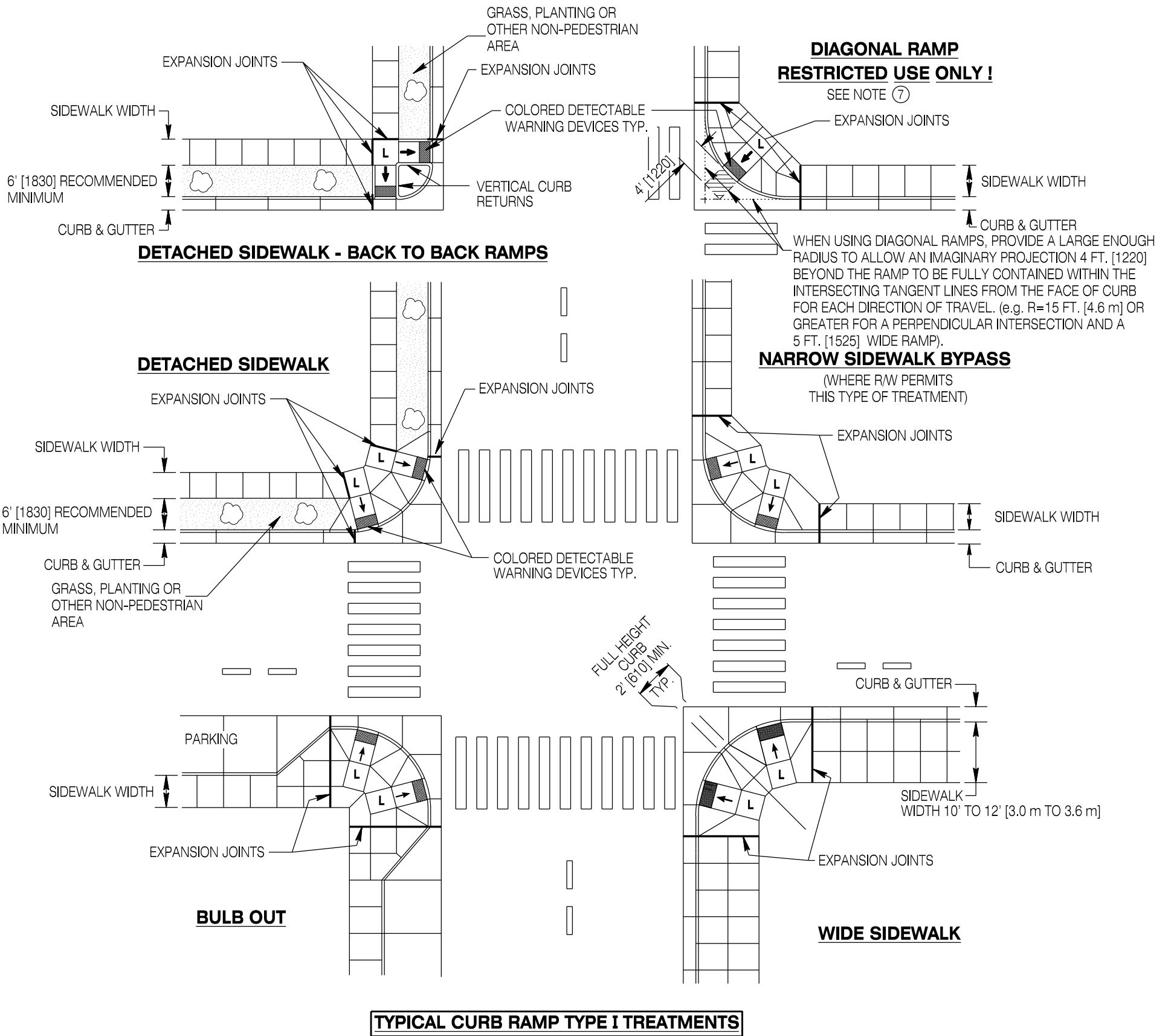
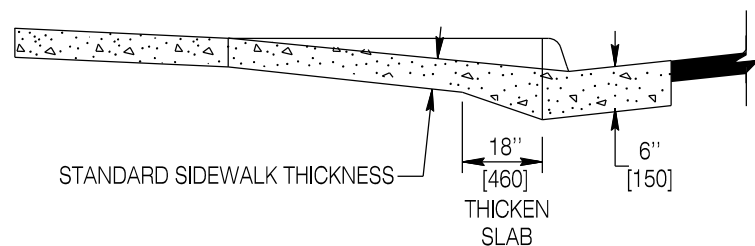
Free standing handrails do not meet the requirements for a pedestrian barrier, but may be used for low risk drop-offs to provide delineation and some deterrent for going off the drop-off.

HANDRAIL REQUIREMENTS



PERPENDICULAR RAMP NOTES

- ① **Ramp Width:** Provide 5 ft. [1525] or greater width where possible. If site conditions do not permit, provide a 4 ft. [1220] minimum ramp width. Ensure the ramp is fully contained within the pedestrian crossing.
- ② **Ramp Slope:** 7.5% or flatter, ADA maximum = 8.3%.
- ③ **Ramp Cross-Slope:** 1.5%, ADA maximum = 2.0%.
- L ④ **Landing/Turning Area:** Provide a landing/turning area at the top of perpendicular ramps with a width equal to the ramp width. Provide a landing length (in the direction of the ramp run) of 5 ft. [1525] minimum. This length can be reduced to 4 ft. [1220] if no vertical obstructions such as buildings, walls, curbs, etc. are directly behind the landing. Do not exceed a slope of 1.5% for the landing in either primary direction (parallel or perpendicular to the ramp run). ADA maximum cross-slope = 2.0%.
- ⑤ **Flared Ramp Returns:** Provide flared returns with a relative slope of 10% measured along the curb line. If the flare between ramps is located in a non-pedestrian area (for example, a signal pole blocks passage), the flares may be steeper. Place ramps with flared returns perpendicular to the curb line.
- ⑥ **Vertical Ramp Returns:** Vertical returns may be used only if the sidewalk is detached from the curb or obstructions are adjacent to the ramp so pedestrians don't have to traverse vertical flares which could become a tripping hazard. When using vertical returns, ensure the ramps align with the intended direction of travel across the street. Ensure slope breaks such as the flow line are constructed perpendicular to the ramps.
- ⑦ **Ramp Alignment:** Provide ramps aligned to be fully contained in the intended crosswalk. Provide one ramp for each direction of travel, unless site infeasibility conditions exist or a skewed intersection is present where one ramp better serves both directions of travel. If a diagonal ramp is used, ensure that an imaginary 4 ft. [1220] by 4 ft. [1220] box at the bottom of the ramp can be provided which doesn't extend beyond either face of curb line.
- ⑧ **Ramp Length:** Perpendicular curb ramp length is dependent on the ramp slope, height of the curb and any other slopes such as adjacent sidewalk cross-slope that must also be intercepted. See **SHEET 2** for calculating ramp length when chasing an adjacent sidewalk cross-slope.
- ⑨ **Ramp Construction:** Transition ramp thickness from sidewalk thickness to gutter thickness in the last 18 in. [460] of the ramp.



Designed by: WBW
 Drawn by: RCS
 Checked by: WBW
 Previous Dwg. No. 608-1A

TYPE I - PERPENDICULAR CURB RAMPS

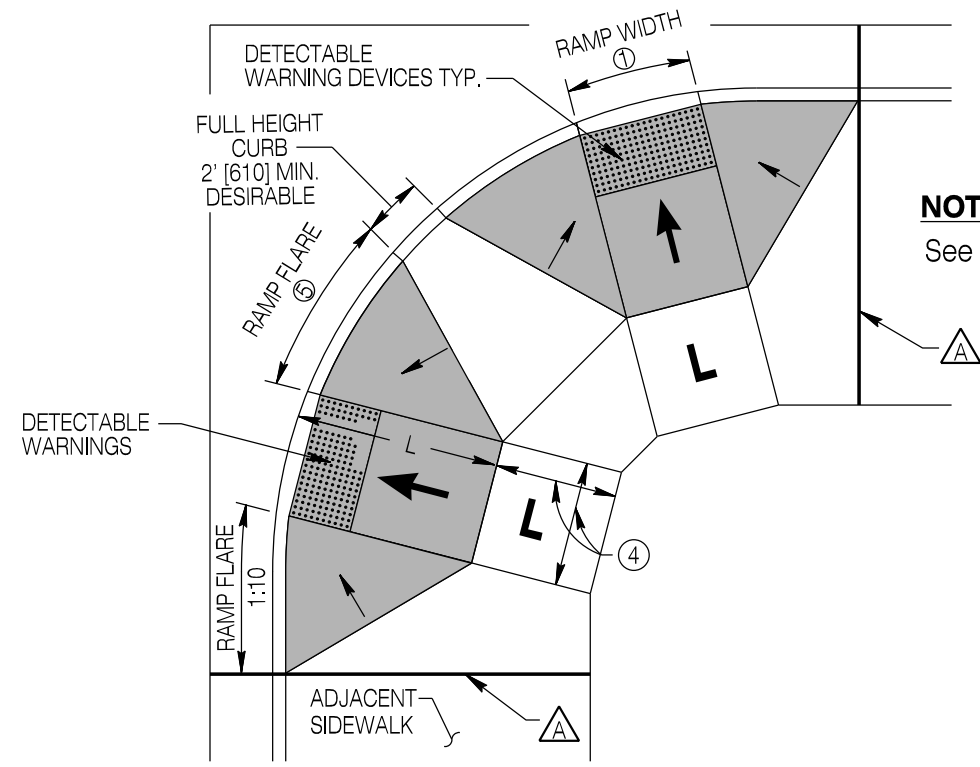
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

WYOMING DEPARTMENT OF TRANSPORTATION

CONCRETE SIDEWALK AND ADA ACCESSIBILITY

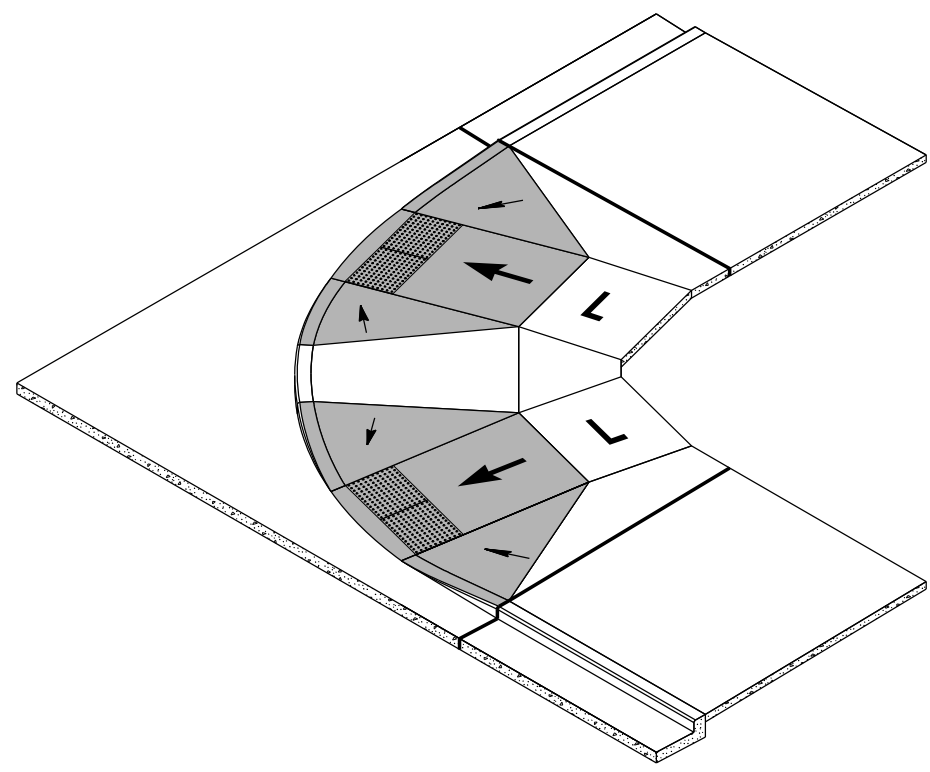
STANDARD PLAN

STANDARD PLAN NUMBER
608-1B
 SHEET 3 of 8
 Issued by: ENGINEERING SERVICES
 Date Issued: JULY 2018



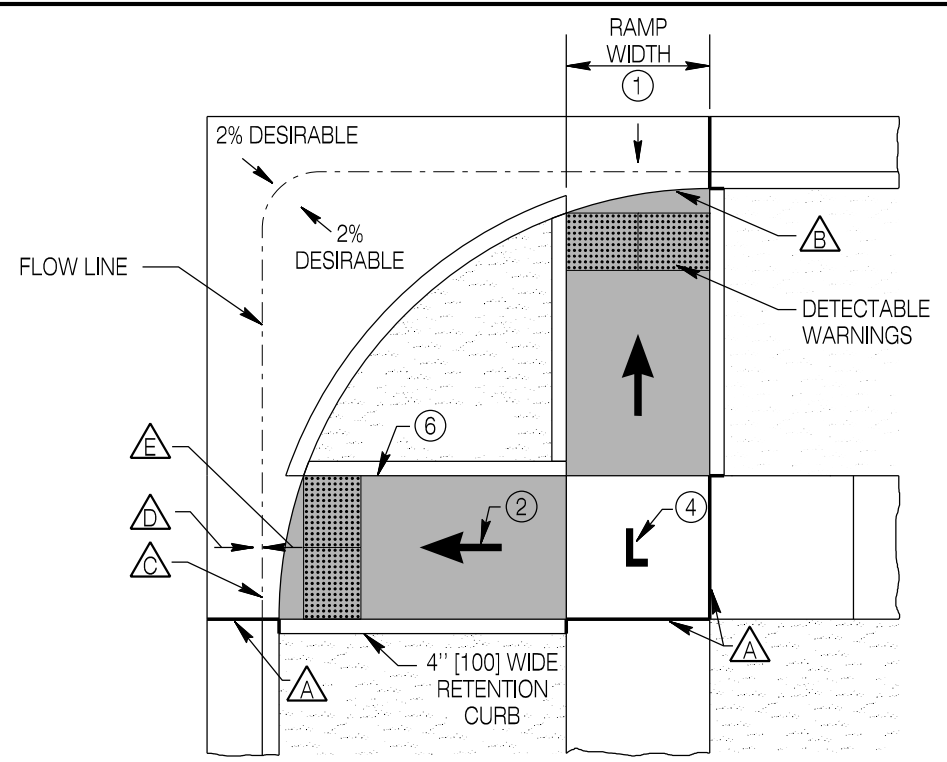
TOP VIEW

NOTES:
See notes below.



ISOMETRIC VIEW

TYPICAL TYPE I (PERPENDICULAR) CORNER RAMPS WITH FLARED RETURNS

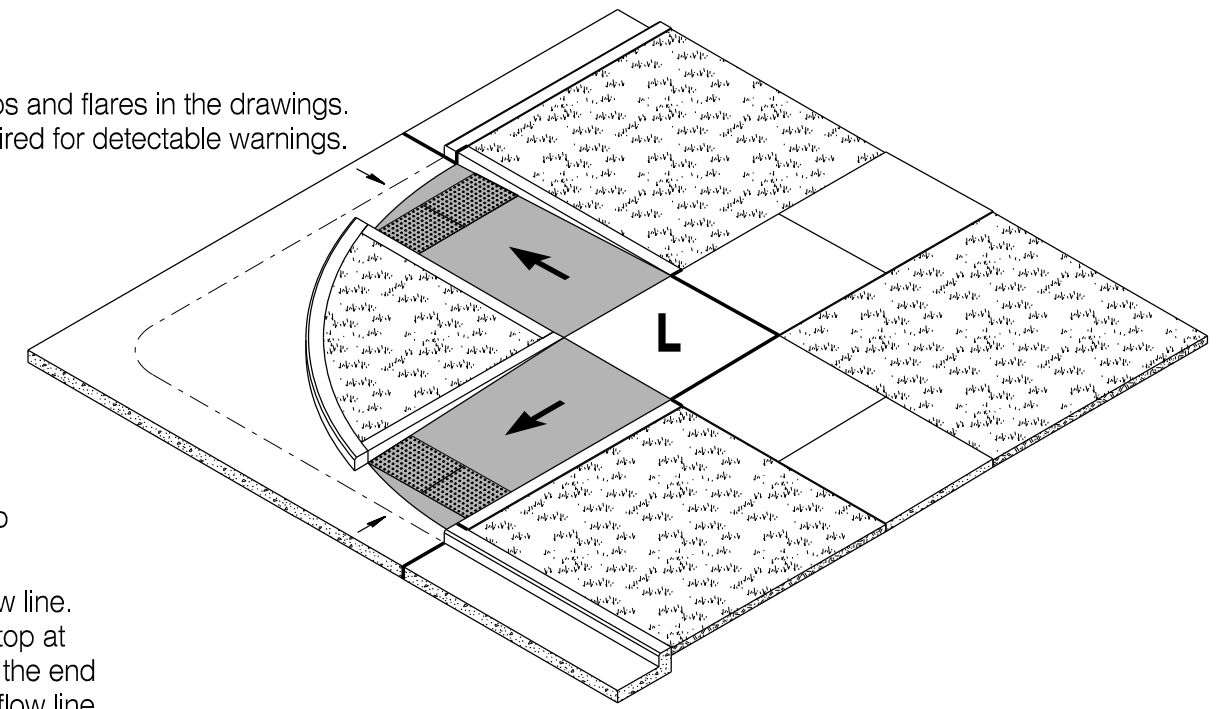


TOP VIEW

NOTES:
Shaded areas are intended to highlight ramps and flares in the drawings. Color contrast from the sidewalk is only required for detectable warnings.

Notes ① through ⑨ - See **SHEET 3**

- △ Expansion Joint - See **SHEET 1**
- △ Not a grade break line.
- △ Make grade breaks (such as the gutter flow line) perpendicular to the ramps.
- △ Gutter counter slopes should be 2% maximum where possible at curb ramp locations.
- △ Typically ramp run should extend to flow line. However, when specified, ramp may stop at curb line. In those cases, beginning at the end of the ramp, slope downward at 2% to flow line.



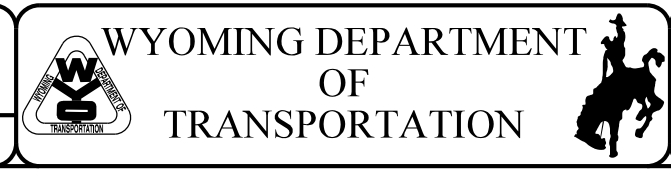
ISOMETRIC VIEW

TYPICAL TYPE I (PERPENDICULAR) CORNER RAMPS WITH VERTICAL RETURNS

Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No. 608-1A

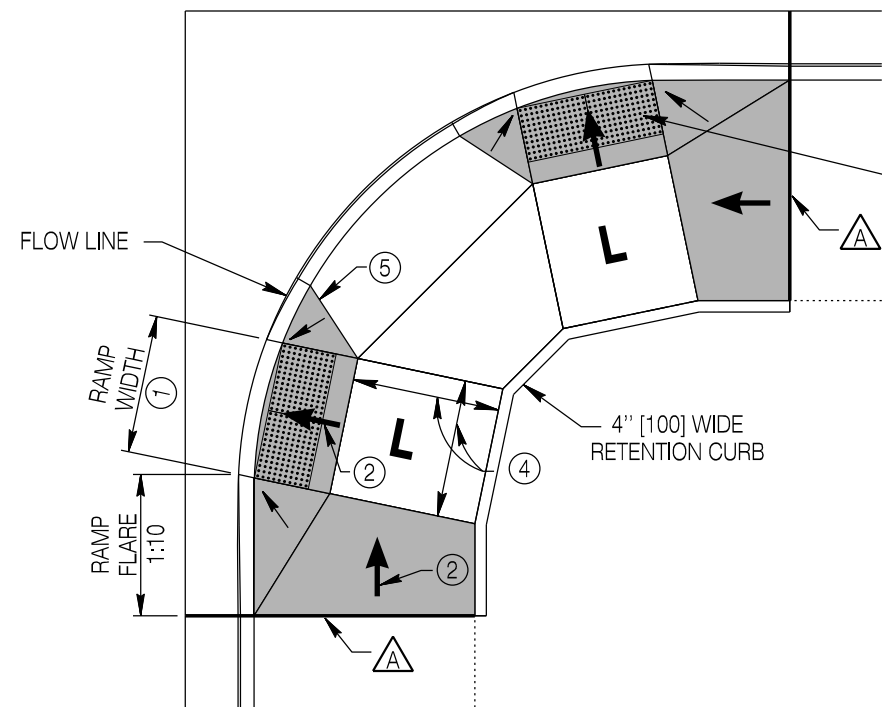
TYPE I PERPENDICULAR RAMPS (CONTINUED)

Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONCRETE SIDEWALK AND ADA ACCESSIBILITY
STANDARD PLAN

STANDARD PLAN NUMBER
608-1B
SHEET 4 of 8
Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018

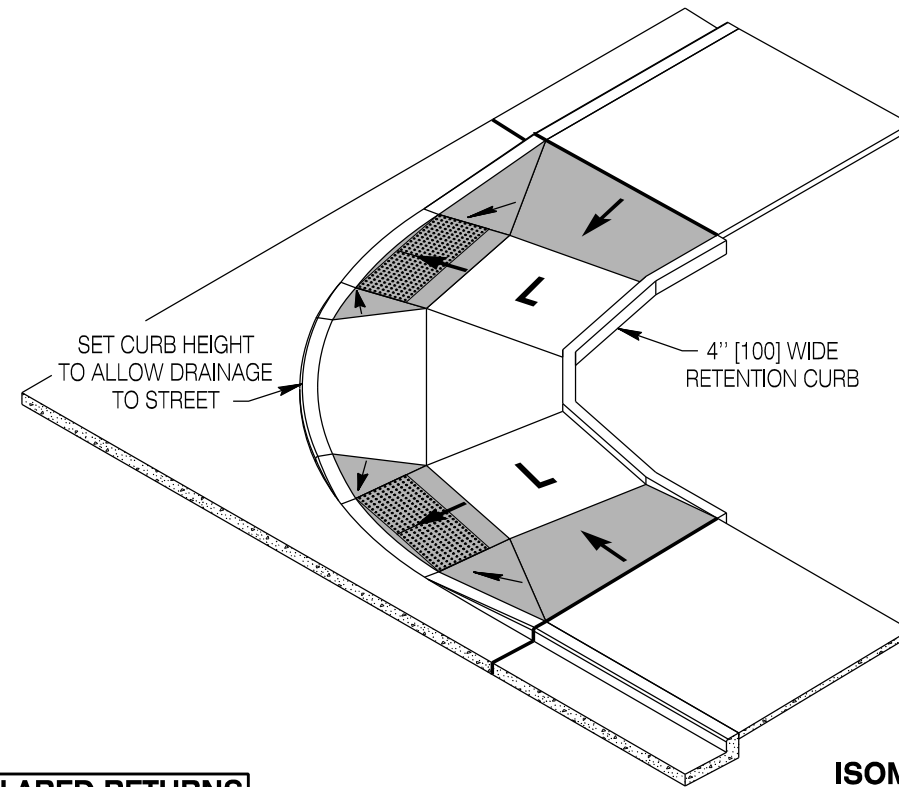


TOP VIEW

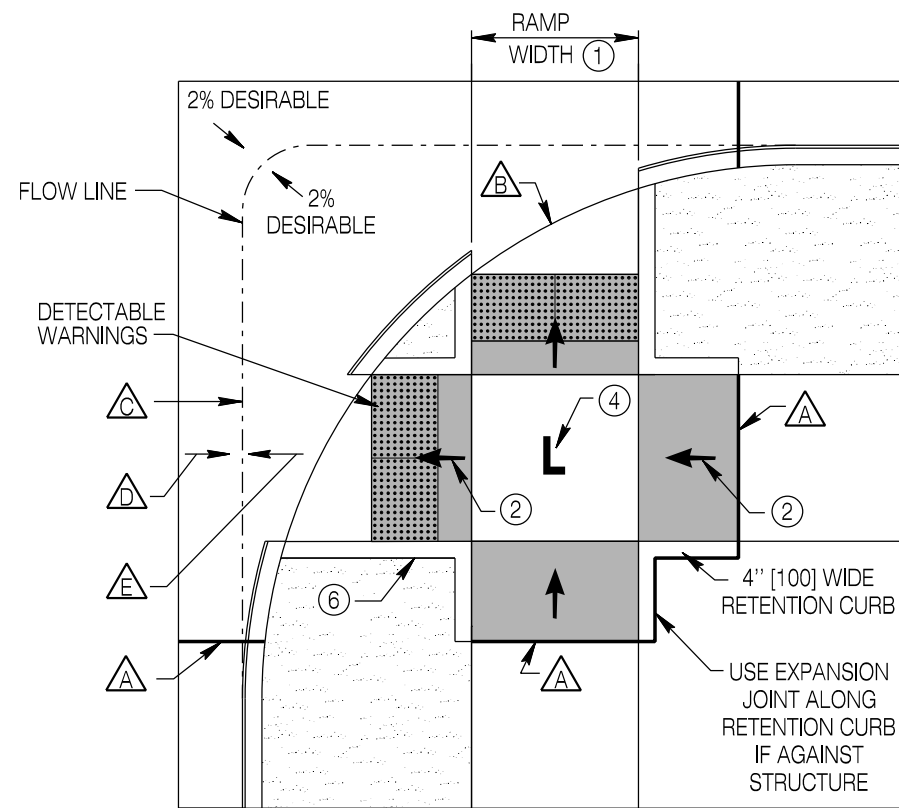
MODIFIED TYPE II (COMBINED) CORNER RAMPS WITH FLARED RETURNS

NOTES:

See notes below.



ISOMETRIC VIEW



TOP VIEW

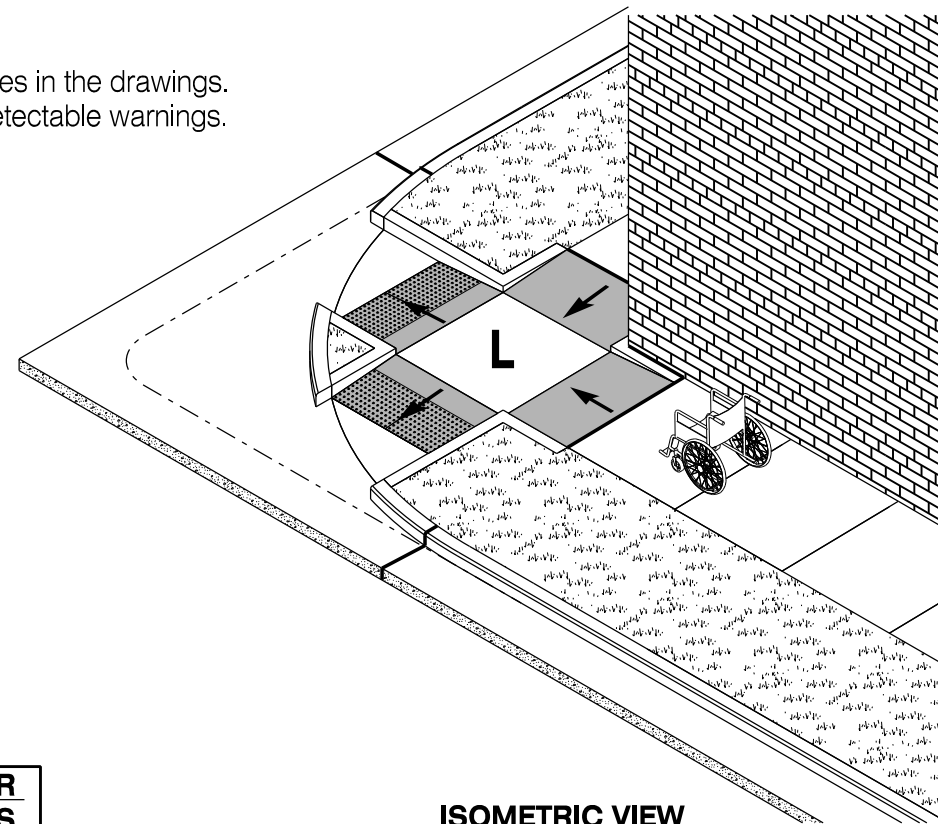
MODIFIED TYPE II (COMBINED) CORNER RAMPS WITH VERTICAL CURB RETURNS

NOTES:

Shaded areas are intended to highlight ramps and flares in the drawings. Color contrast from the sidewalk is only required for detectable warnings.

Notes ① through ⑨ - See **SHEET 3**

- △ Expansion Joint - See **SHEET 1**
- △ Not a grade break line.
- △ Make grade breaks (such as the gutter flow line) perpendicular to the ramps.
- △ Gutter counter slopes should be 2% maximum where possible at curb ramp locations.
- △ Typically ramp run should extend to flow line. However, when specified, ramp may stop at curb line. In those cases, beginning at the end of the ramp, slope downward at 2% to flow line.



ISOMETRIC VIEW

Designed by: WBW
 Drawn by: RCS
 Checked by: WBW
 Previous Dwg. No. 608-1A

TYPE II - COMBINED PERPENDICULAR / PARALLEL RAMPS

Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



WYOMING DEPARTMENT OF TRANSPORTATION



CONCRETE SIDEWALK AND ADA ACCESSIBILITY

STANDARD PLAN

STANDARD PLAN NUMBER

608-1B

SHEET 5 of 8

Issued by: ENGINEERING SERVICES
 Date Issued: JULY 2018

TYPE III (PARALLEL) CURB RAMP REQUIREMENTS

Use type III parallel ramps when it is not feasible to construct type I perpendicular, or type II combined ramps.

① **Ramp Width:** Provide a ramp width equal to or greater than the adjacent sidewalk run.

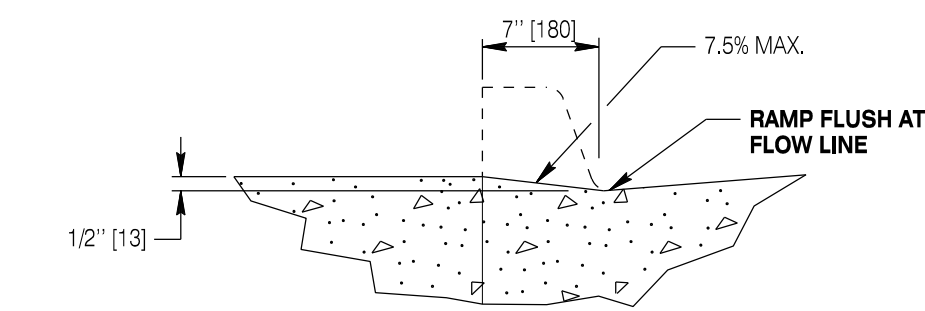
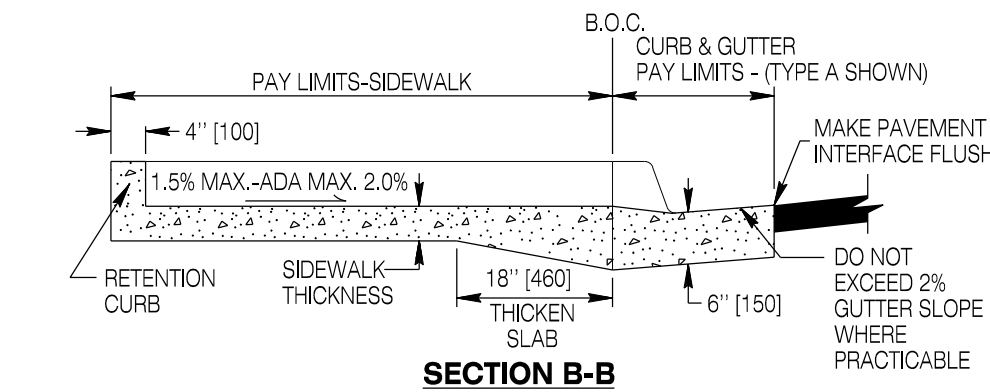
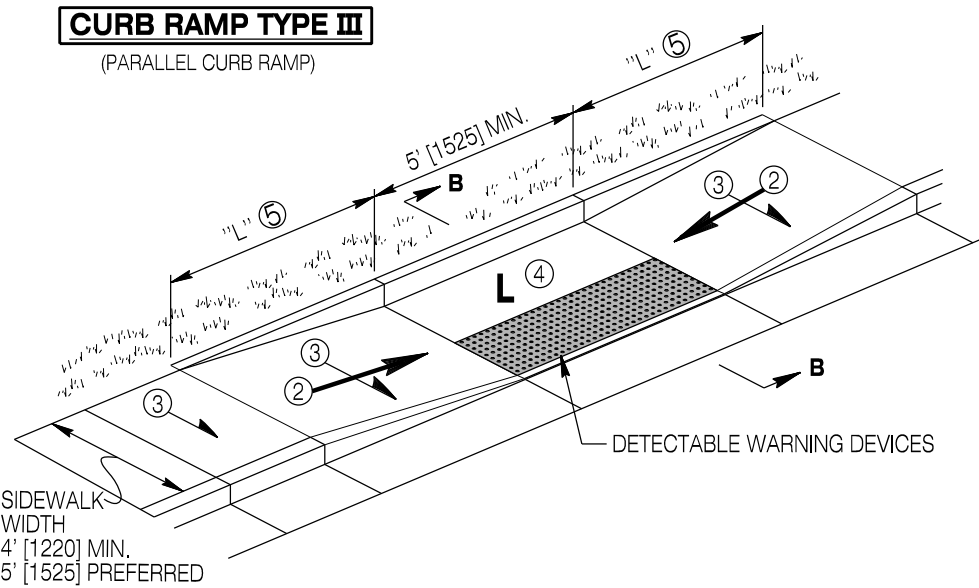
② **Ramp Slope:** 7.5% or flatter, ADA maximum = 8.3%.

③ **Ramp Cross-Slope:** 1.5%, ADA maximum = 2.0%.

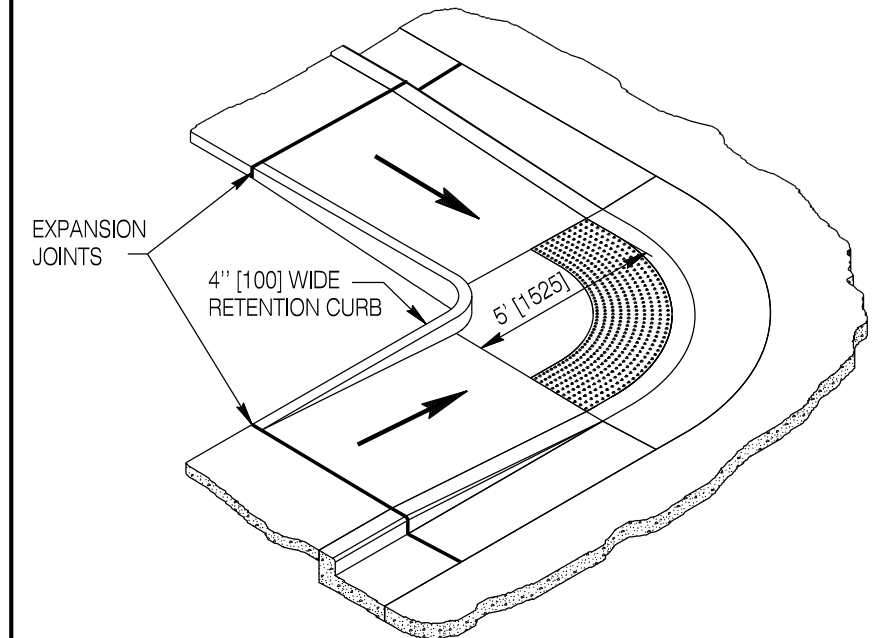
L ④ **"L" Landing/Turning Area:** Provide a landing/turning area at the bottom of parallel ramps with a width equal to the ramp width. Provide a landing length (in the direction of the ramp run) of 5 ft. [1525] minimum. Do not exceed a slope of 1.5% for the landing in either primary direction (parallel or perpendicular to the ramp run). Ensure the landing is fully contained within the pedestrian crossing. ADA maximum cross-slope = 2.0%.

⑤ **Ramp Length:** Ramp length is normally determined by the ramp slope and the elevation change from the sidewalk to the landing. For flat terrain and a 6 in. [150] curb height the ramp length equals 6'-8" [2030]. Where the terrain is sloping, ramp lengths can get significantly longer, however, ADA does not require the ramp length to exceed 15 ft. [4.6 m].

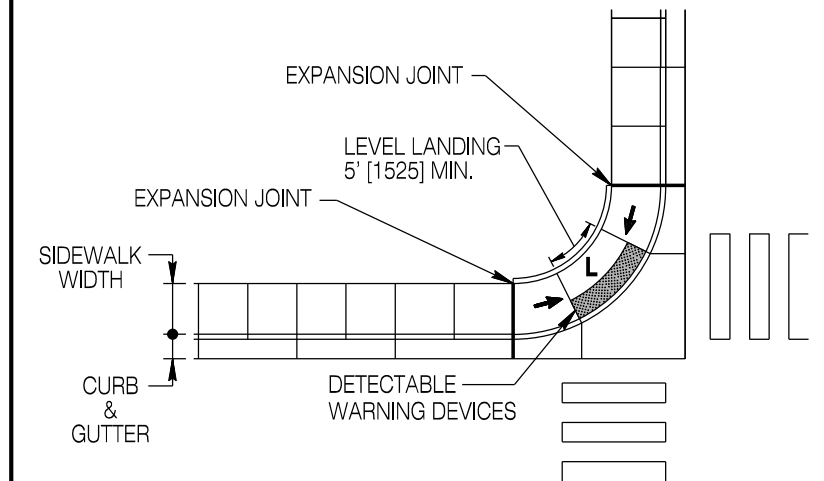
⑥ **Single or Dual Pair Ramps:** Provide dual pair ramps when they adequately fit site conditions and align with ramps on the other side of the street. Where dual ramps are not practical due to existing site conditions, provide single pair ramps. Ensure the ramp landings are fully contained within the pedestrian crossing.



CURB & GUTTER MODIFICATION AT LANDING

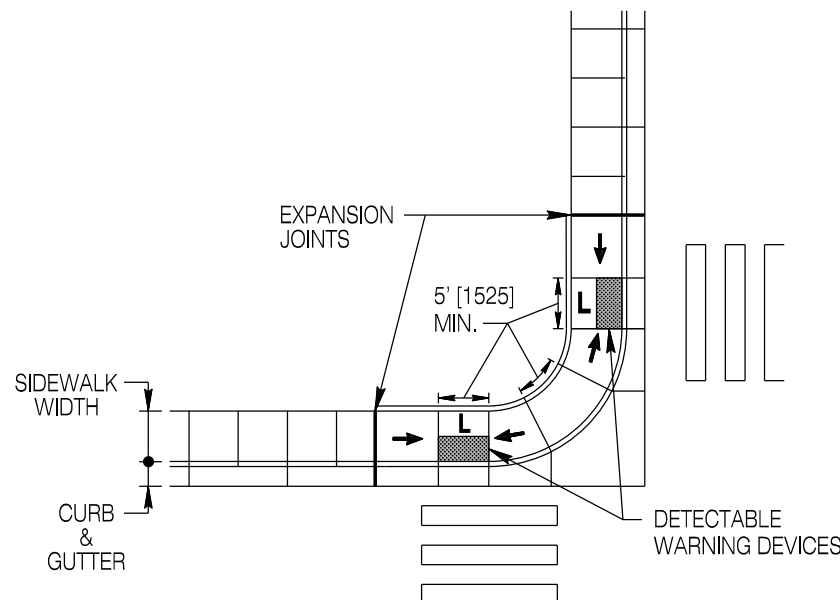


SQUARE BACK SIDEWALK



RADIUS BACK SIDEWALK

SINGLE PAIR PARALLEL RAMPS



DUAL PAIR PARALLEL RAMPS

Designed by: WBW
 Drawn by: RCS
 Checked by: WBW
 Previous Dwg. No. 608-1A

TYPE III (PARALLEL) CURB RAMPS

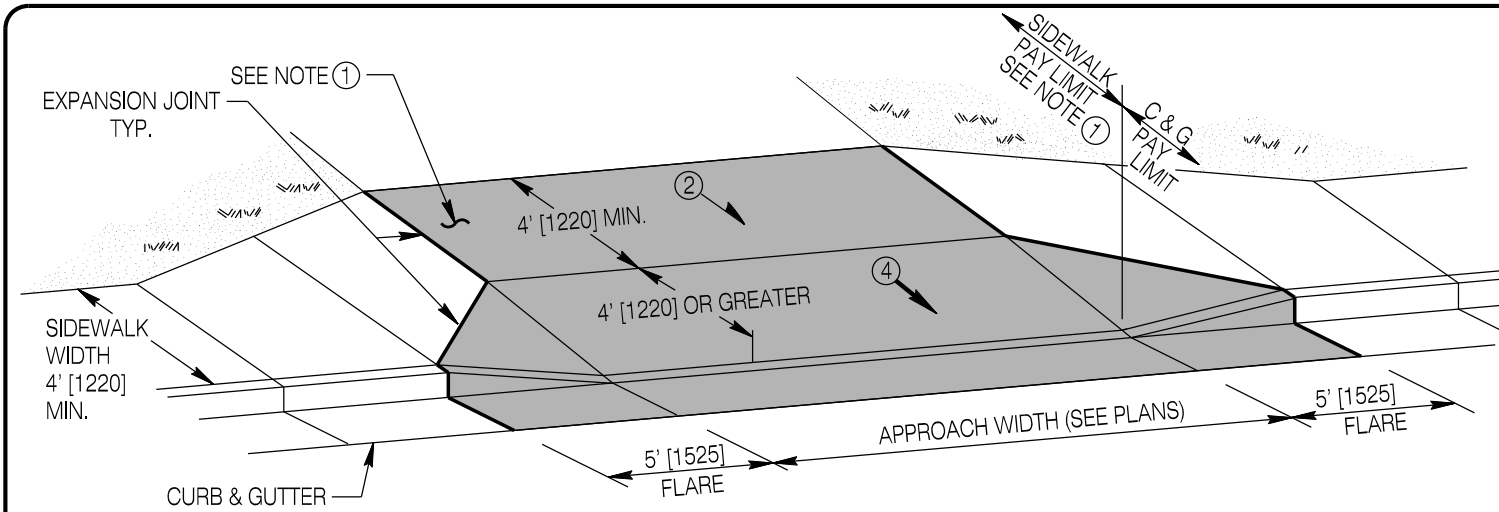
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



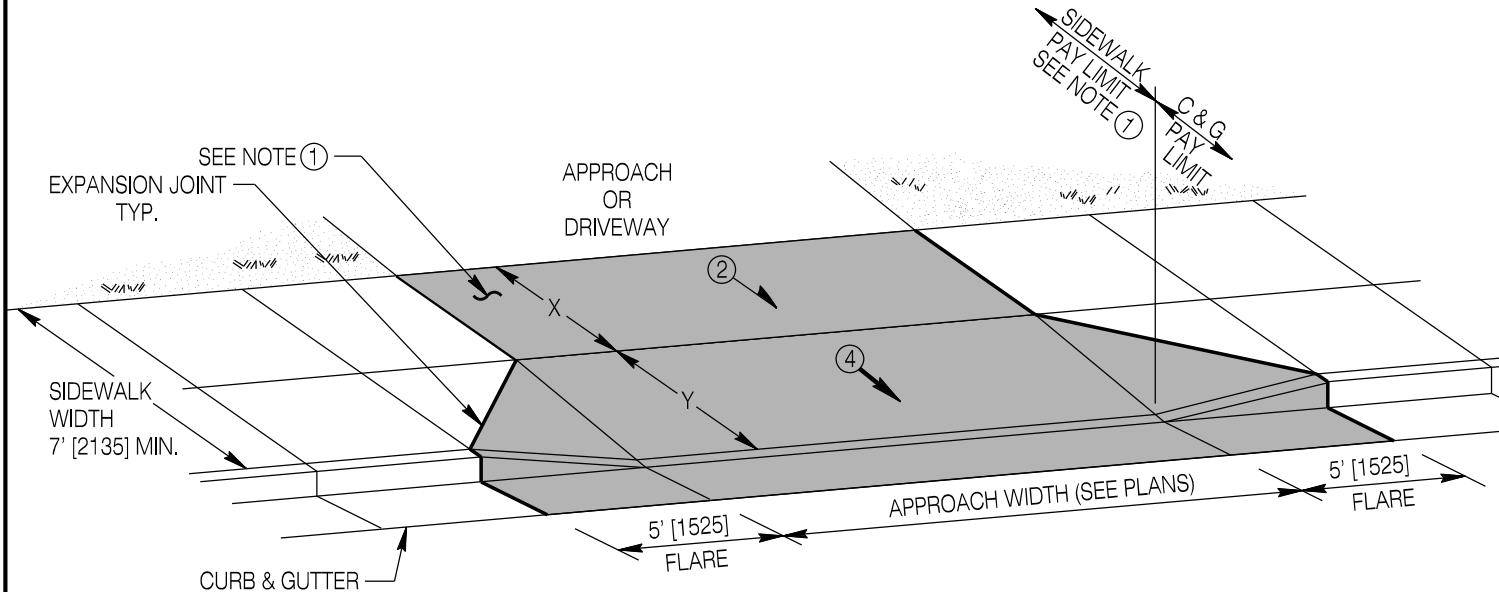
CONCRETE SIDEWALK AND ADA ACCESSIBILITY

STANDARD PLAN

STANDARD PLAN NUMBER
608-1B
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 Issued by: ENGINEERING SERVICES
 Date Issued: JULY 2018

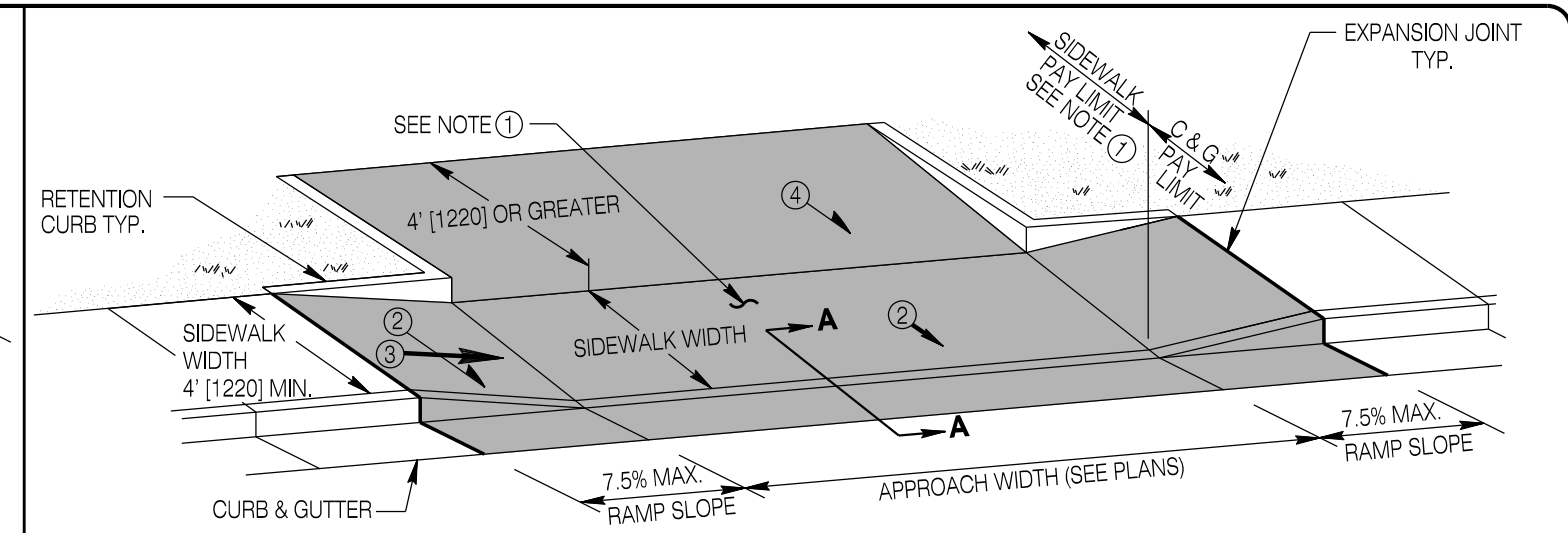


TYPE A - PEDESTRIAN SIDEWALK WITH EXTERNAL BYPASS
 (USE FOR SIDEWALK ADJACENT TO CURB WHERE RIGHT-OF-WAY PERMITS CONSTRUCTION)

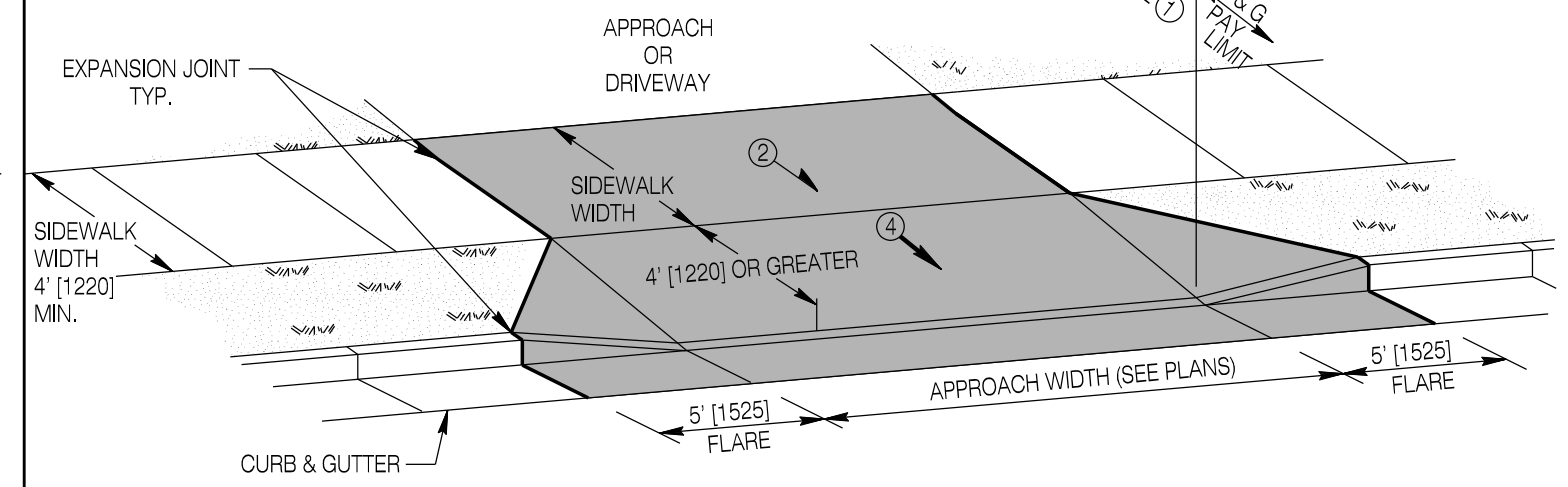
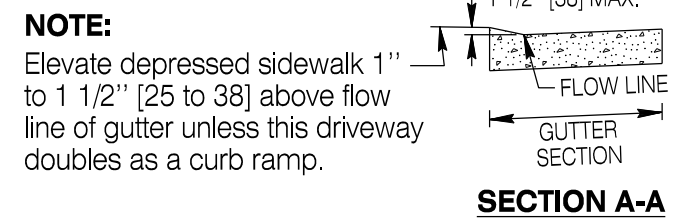


TYPE B - PEDESTRIAN SIDEWALK WITH INTERNAL BYPASS
 (USE WITH SIDEWALK WIDTHS 7' [2135] AND WIDER.)

SIDEWALK WIDTH		X		Y	
Ft	mm	Ft	mm	Ft	mm
7'	2135	4'	1220	3'	915
8'	2440	4'	1220	4'	1220
≥9'	>2745	5' MIN.	1525 MIN.	4' MIN.	1220 MIN.



TYPE C - DEPRESSED PEDESTRIAN SIDEWALK



TYPE D - DETACHED PEDESTRIAN SIDEWALK
 (MOST DESIRABLE TREATMENT)

TYPICAL SIDEWALK AND/OR DOUBLE GUTTER TREATMENT AT APPROACHES

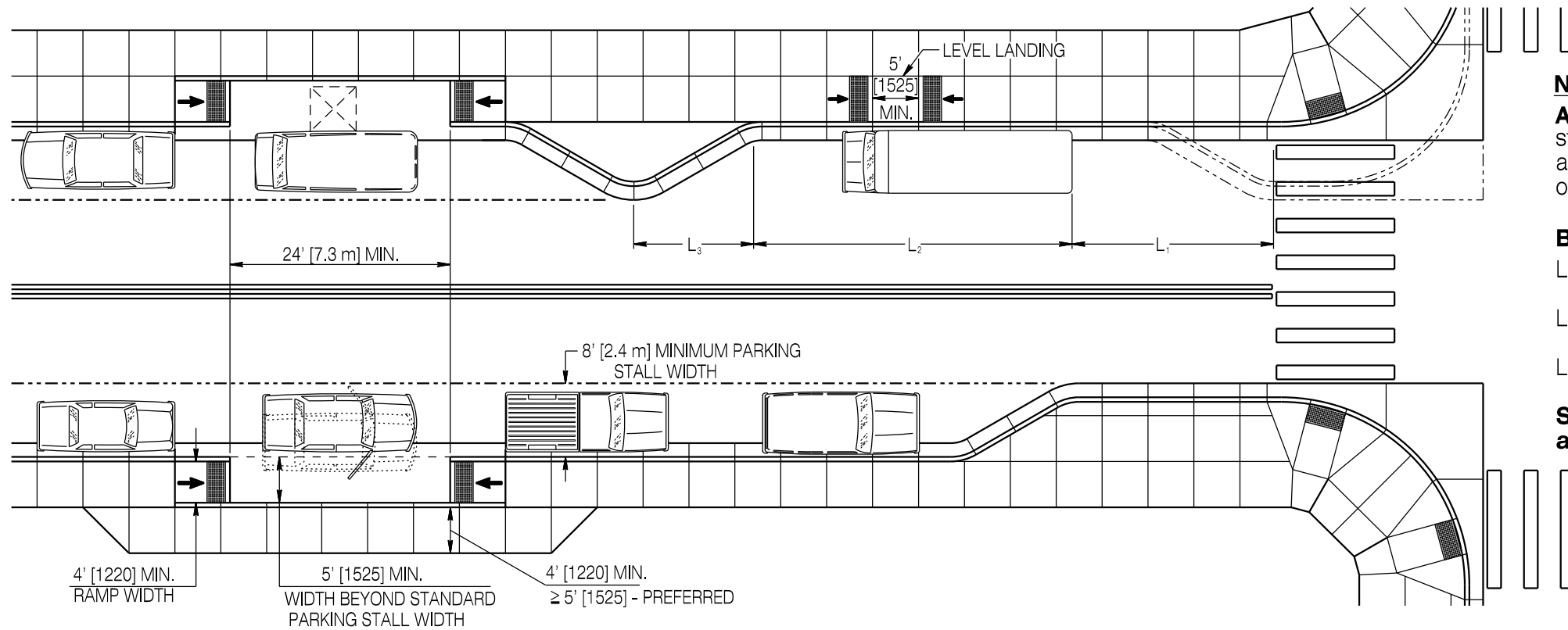
- NOTES:**
- ① **DRIVEWAYS AND APPROACHES:** Driveways and approaches are paid for as sidewalk behind the back of curb line (including retention curbs) and curb & gutter in front of the back of curb line, **unless** double gutter is specified at a given location. The **shaded area** represents the pay limits if double gutter is specified and the entire shaded area will be constructed to the depth specified for double gutter.
 - ➔ ② **CROSS SLOPE:** Slope sidewalks at 1.5% towards street unless otherwise shown. ADA does not permit the cross-slope to exceed 2.0%.
 - ➔ ③ **RAMP SLOPE:** 7.5% or flatter, ADA maximum = 8.3%.
 - ➔ ④ **DRIVEWAY SLOPE:** Driveway slopes typically exceed ADA cross-slope requirements, therefore the pedestrian access route through a driveway must be made to not exceed 2% (ADA). If a driveway serves a dual purpose as an ADA curb ramp and a driveway, the driveway must conform to perpendicular curb ramp requirements. For Single use driveways (such as residential), where the driveway is relatively flat after the initial rise to curb height (typically 6 inches [150] high) the driveway slope can be achieved in a length of 4 feet [1220] perpendicular to the street. For busier approaches, flatter driveways should be considered to reduce the effect of slowing traffic on the street.

Designed by: WBW Drawn by: RCS Checked by: WBW Previous Dwg. No. 608-1A	DRIVEWAYS & APPROACHES	<p>WYOMING DEPARTMENT OF TRANSPORTATION</p>	CONCRETE SIDEWALK AND ADA ACCESSIBILITY STANDARD PLAN	STANDARD PLAN NUMBER 608-1B SHEET 7 of 8 <small>Issued by: ENGINEERING SERVICES Date Issued: JULY 2018</small>
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Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

ACCESSIBLE PARALLEL PARKING SPACES

BUS / TRANSIT PULLOUTS



NOTES:

Accessible Parallel Parking Spaces should consist of the standard parking stall (8 ft [2440] min. width) **plus** 5 ft [1525] to accommodate van wheelchair lifts and access from either side of a vehicle.

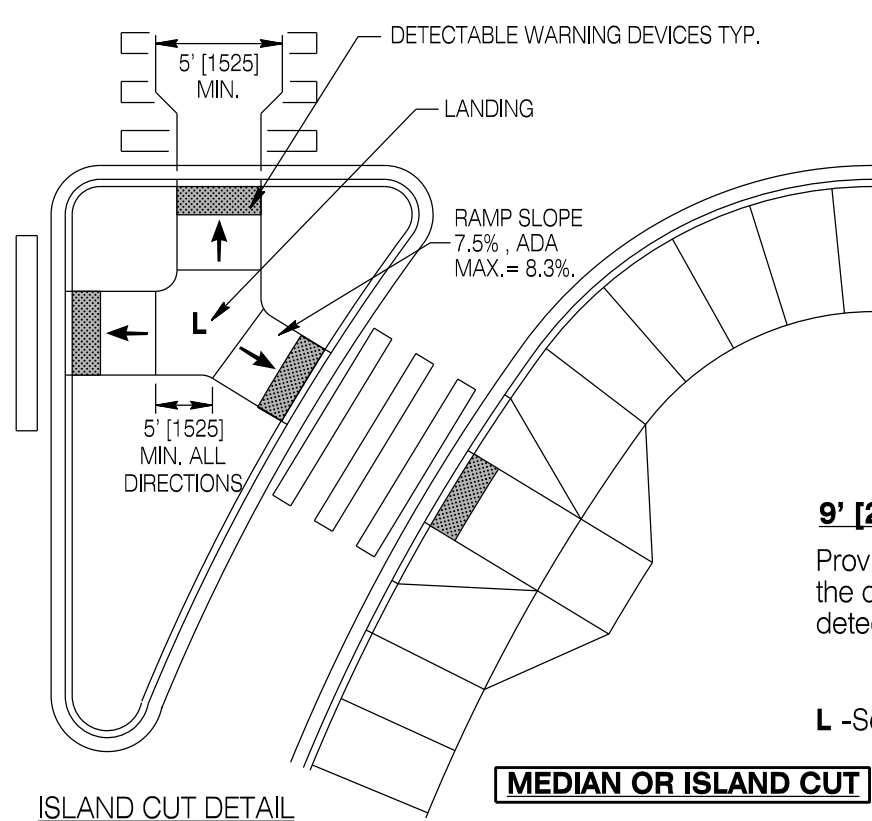
Bus Pullouts:

L₁ = Length required for bus to maneuver into pullout

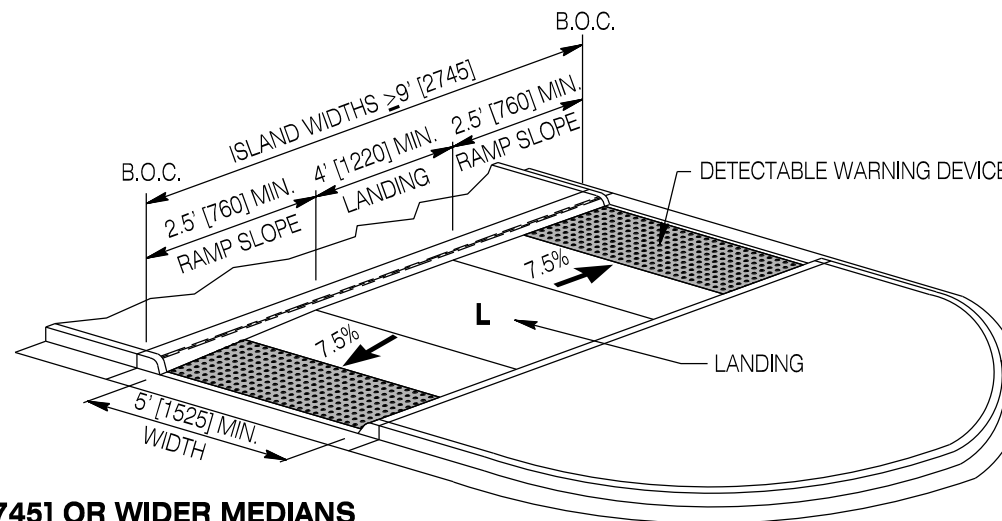
L₂ = Length of bus + 10 ft [3.0 m]

L₃ = Length required for bus to maneuver out of pullout

See plans for locations and actual dimensions of accessible parking stalls and/or bus pullouts.



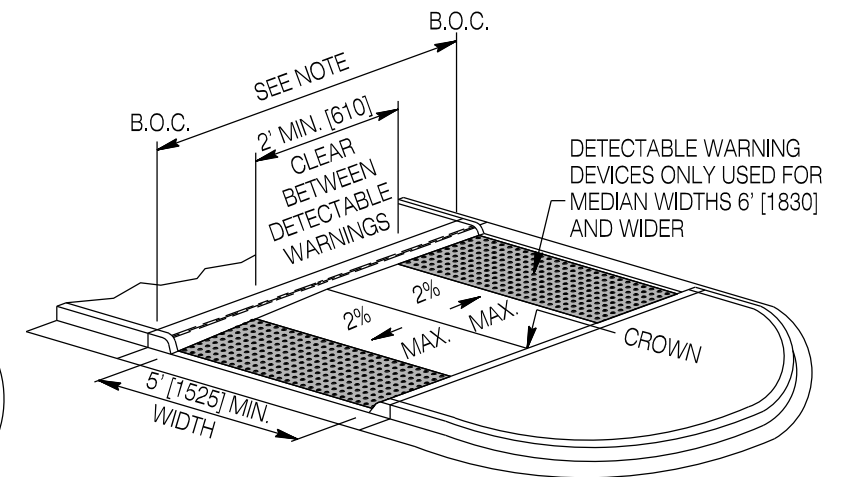
MEDIAN OR ISLAND CUT



9' [2745] OR WIDER MEDIANS

Provide a level landing 4 ft. [1220] minimum long by 5 ft. [1525] minimum wide in the center of the island. Provide ramps (slope 7.5%) on each side with detectable warning devices.

L - See landing requirements, see **SHEET 2**



LESS THAN 9' [2745] MEDIAN WIDTHS

Provide a longitudinal slope for the pedestrian path through the island not to exceed 2% (1.5% preferred) and crowned at the center of the island. Do not provide a cross-slope for the pedestrian path through the island.

For Islands:

6 ft. [1830] and wider - provide detectable warnings. Provide 2 ft. [610] clear between detectable warnings. These are considered pedestrian refuge islands.

Less than 6 ft. [1830] - don't provide detectable warnings. Only provide cut-through. These medians are not considered pedestrian refuge islands.

Designed by: WBW
 Drawn by: RCS
 Checked by: WBW
 Previous Dwg. No. 608-1A

PARALLEL ON-STREET PARKING & MEDIAN OR ISLAND CUTS

Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONCRETE SIDEWALK AND ADA ACCESSIBILITY

STANDARD PLAN

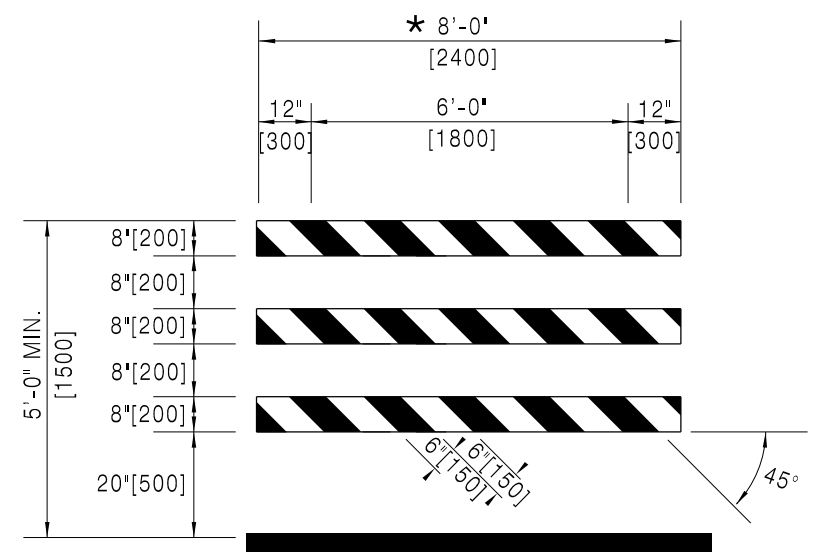
STANDARD PLAN NUMBER
608-1B
 SHEET 8 of 8
 Issued by: ENGINEERING SERVICES
 Date Issued: JULY 2018



FRONT VIEW

WC-3 BARRICADE

MOUNT SIGNS ON BARRICADES AS SHOWN



FRONT VIEW

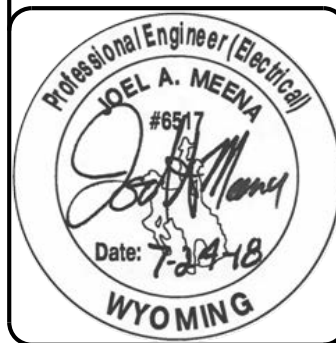
WC-4 BARRICADE



NOTES:

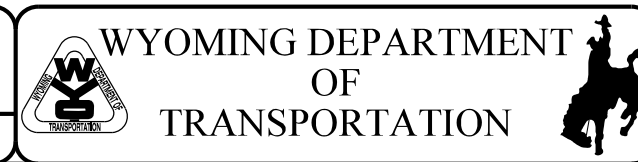
1. Slope stripes on WC-3 and WC-4 barricades downward towards the travel way or in the direction which traffic moves when moving by the barricade.
2. Provide supports that are crashworthy in accordance with the Standard Specifications.

- * 4'[1200] MINIMUM MAY BE USED ON NON INTERSTATE ROUTES
- ** 24"[600] MAX SPACING BETWEEN BARRICADES



Designed by: TRAFFIC	WC-3 AND WC-4 BARRICADES
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	

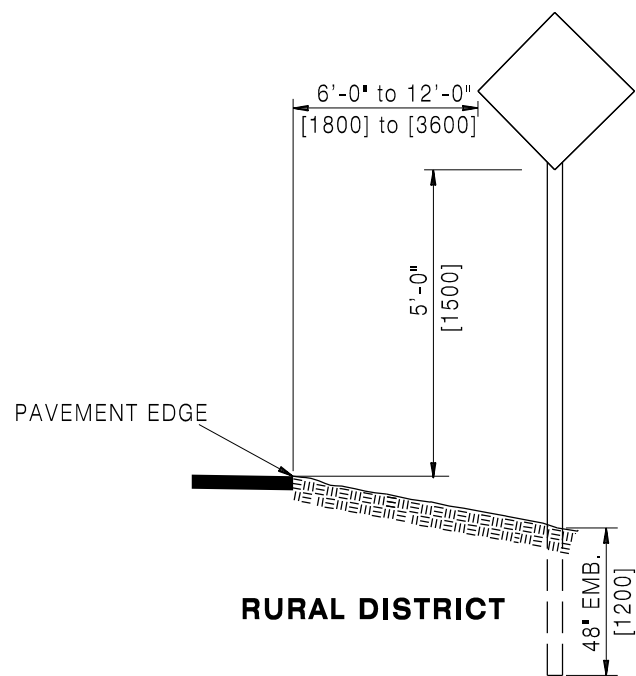
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



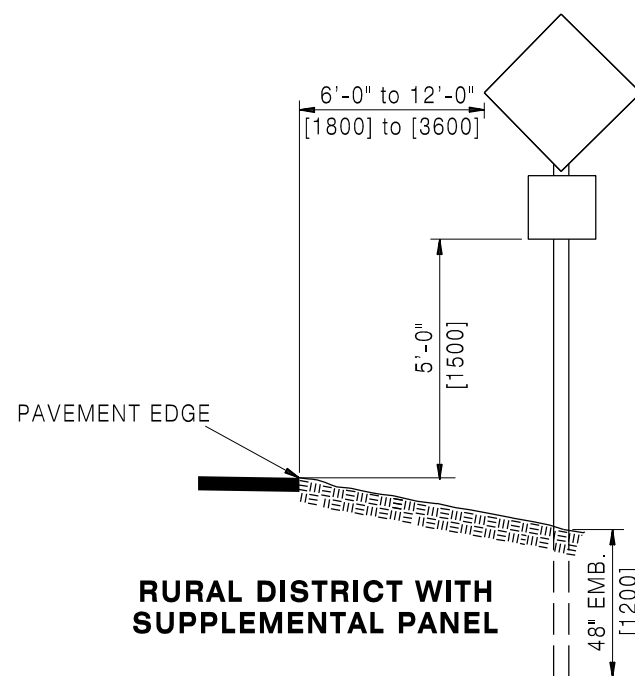
CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

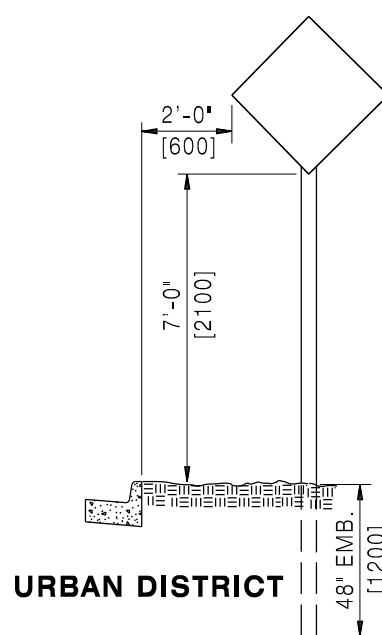
STANDARD PLAN NUMBER
703-1H
SHEET 1 of 12
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



RURAL DISTRICT

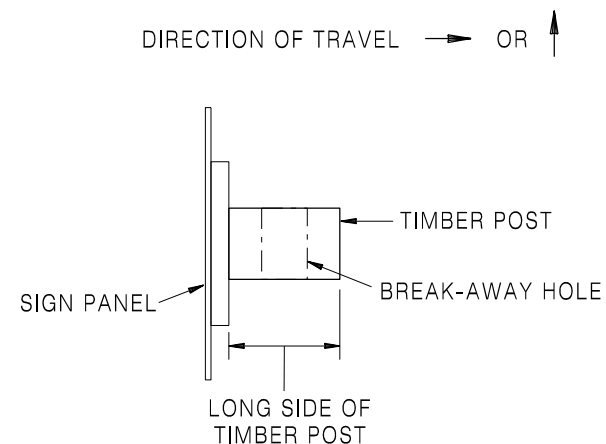


RURAL DISTRICT WITH SUPPLEMENTAL PANEL

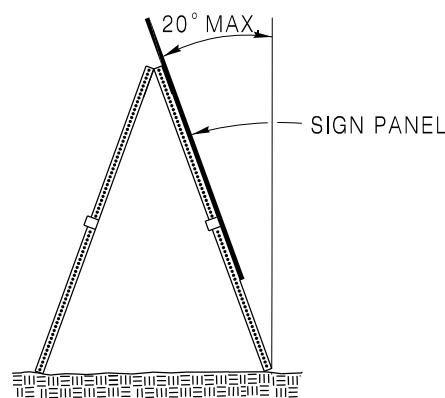


URBAN DISTRICT

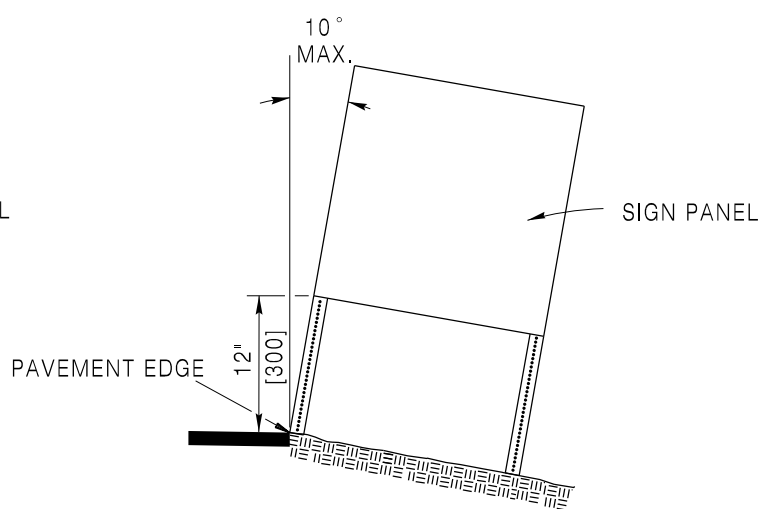
SIGN PLACEMENT



RECTANGULAR TIMBER POST ORIENTATION

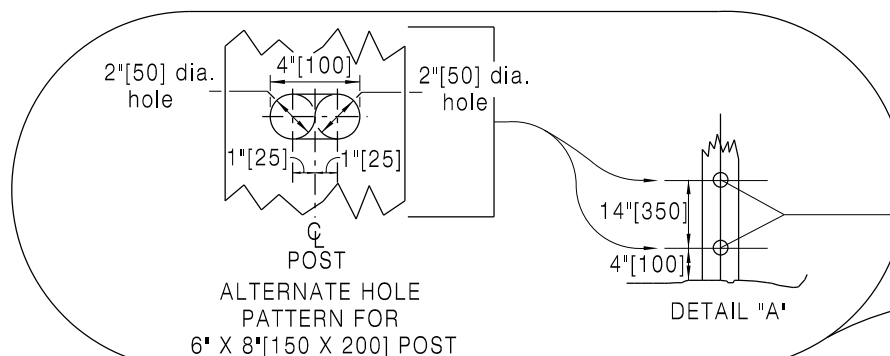


SIDE VIEW



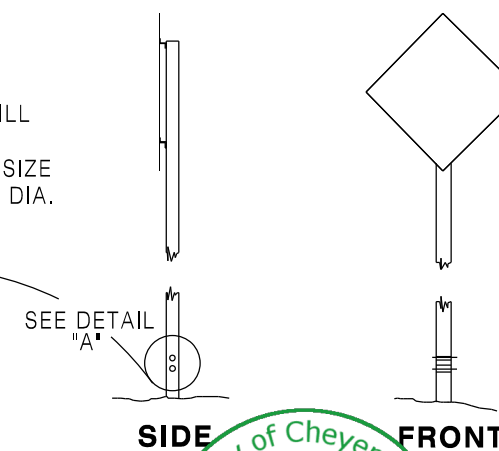
FRONT VIEW

PORTABLE SIGN SUPPORT ORIENTATION



POST SIZE	HOLE DIA.
4" x 4"[100 X 100]	1"[25] Φ
4" x 6"[100 X 150]	2"[50] Φ
6" x 6"[150 X 150]	2 1/2"[64] Φ
6" x 8"[150 X 200]	4"[100] Φ

BREAK-AWAY TIMBER POST DETAIL



Designed by: TRAFFIC
 Drawn by: JTG
 Checked by: TRAFFIC
 Previous Dwg. No. 703-1G

MISCELLANEOUS SIGNING DETAILS

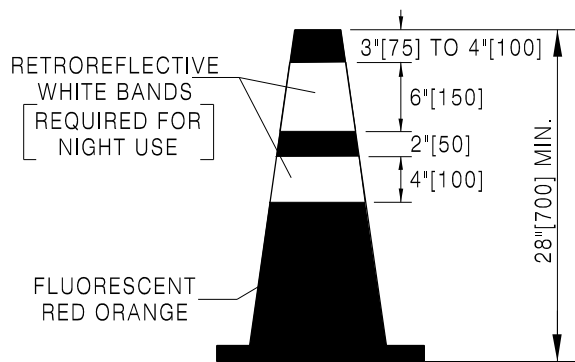
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



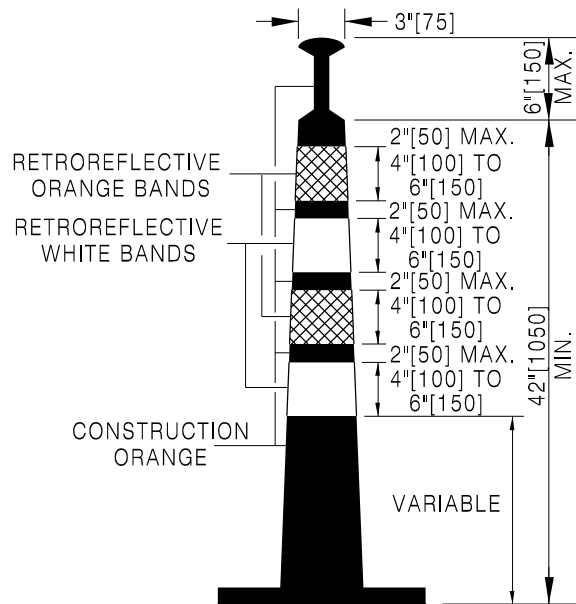
CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

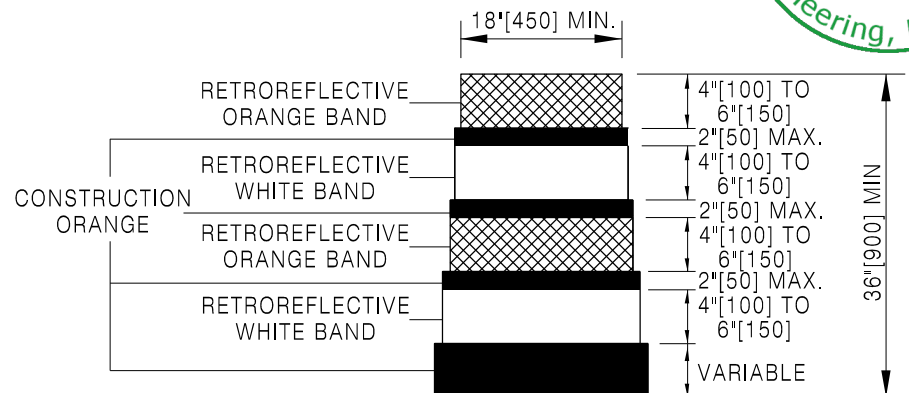
STANDARD PLAN NUMBER
703-1H
 SHEET 2 of 12
 Issued by: TRAFFIC PROGRAM
 Date Issued: OCTOBER, 2018



CONE

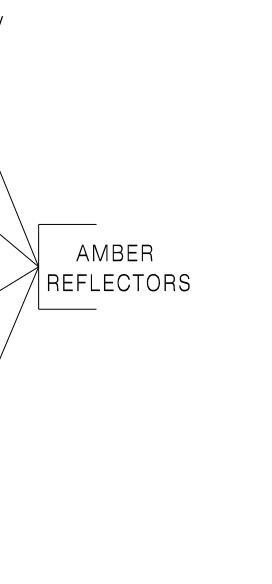
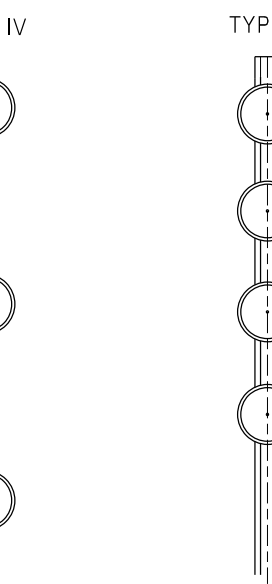
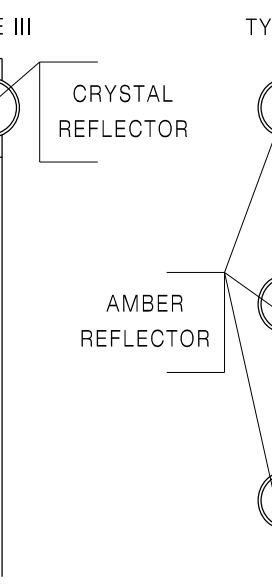
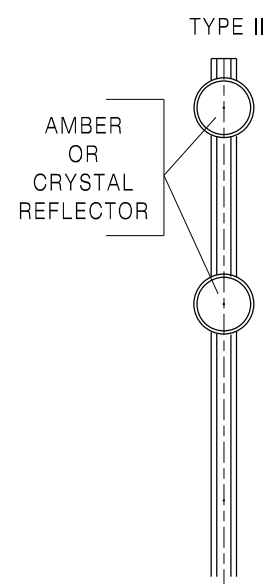
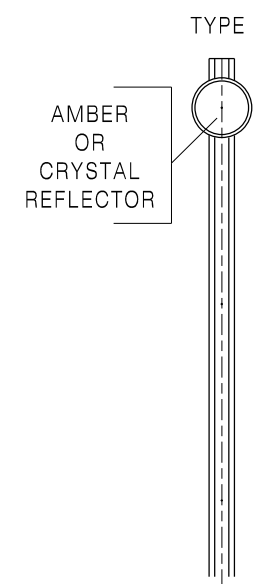


42" [1050] CONE



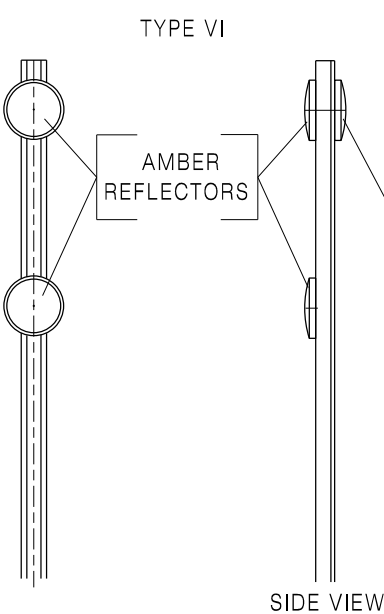
DRUM

CHANNELIZING DEVICES

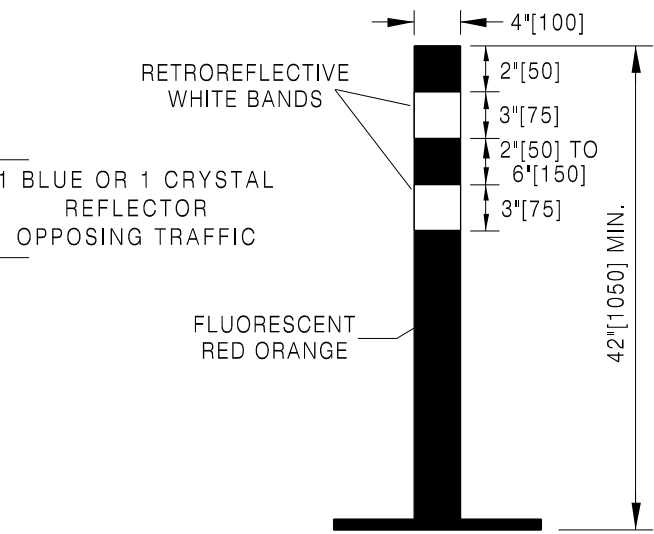


DELINEATORS

DELINEATING DEVICES

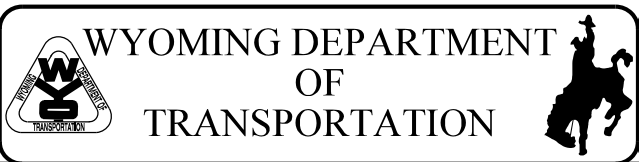


SIDE VIEW



TUBULAR MARKER

Designed by: TRAFFIC	CHANNELIZING AND DELINEATING DEVICES
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	

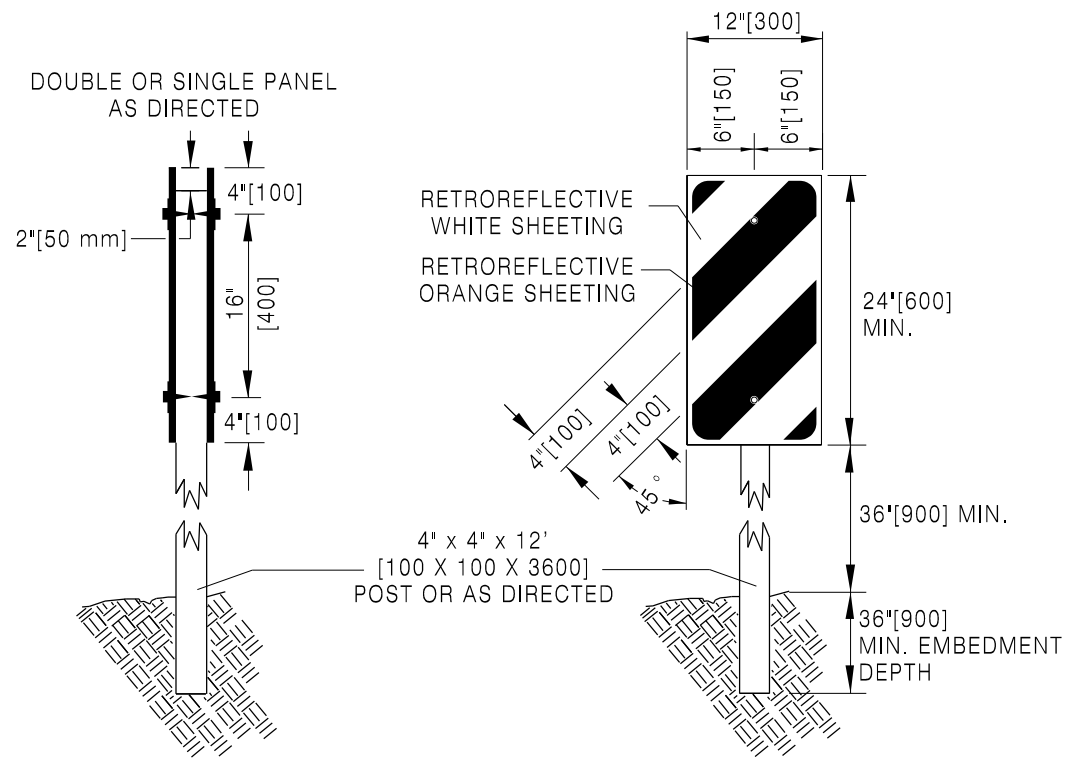


CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

STANDARD PLAN NUMBER
703-1H
SHEET 3 of 12
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018

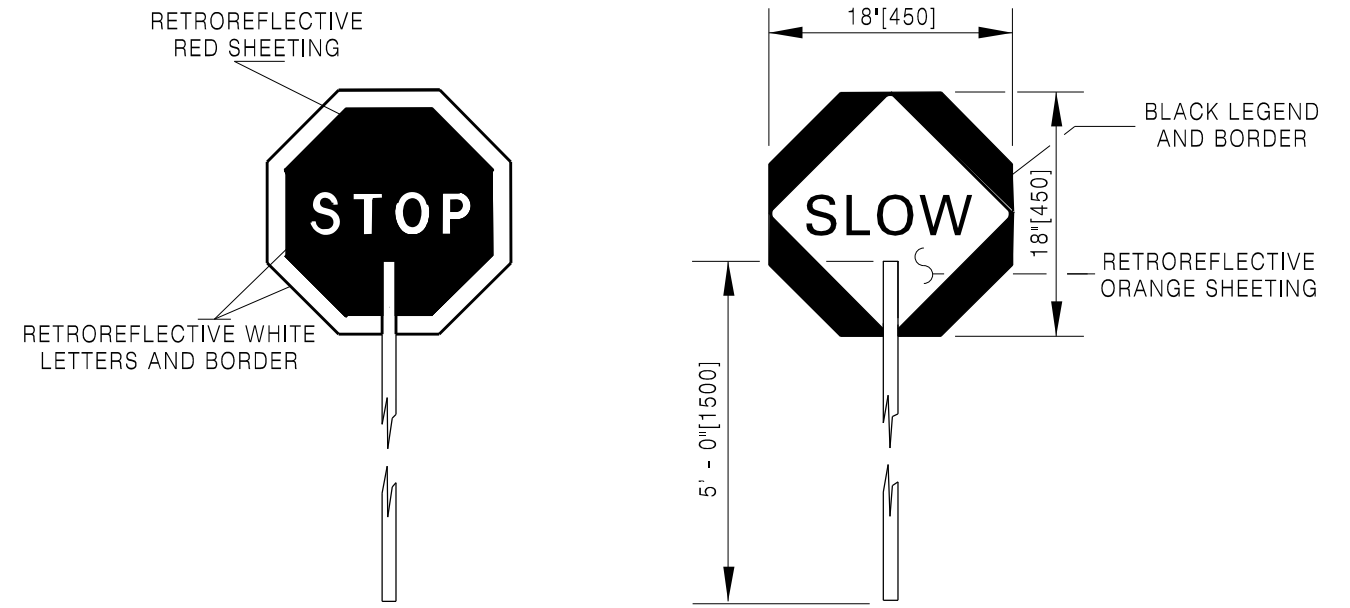
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



VERTICAL PANELS

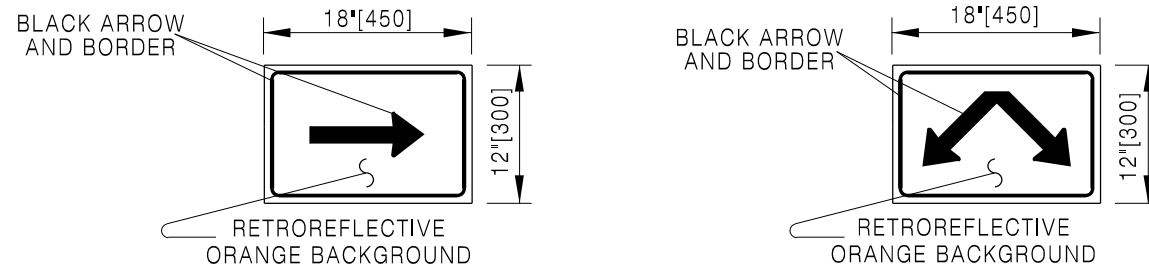
Mount vertical panels on wood posts using 1/4 in.[6] X 2 1/2 in.[64] galvanized lag screws and flat washers.

Slope stripes on vertical panels downward towards the travel way or in the direction which traffic moves when moving by the marker.

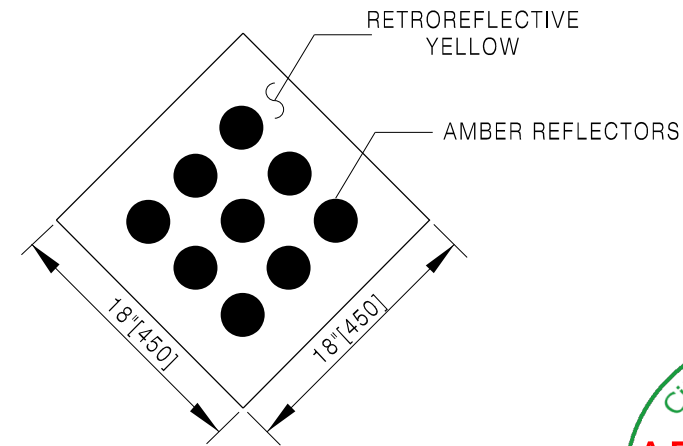


STOP-SLOW PADDLE

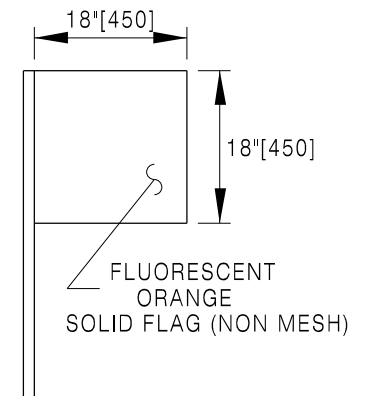
LEFT, RIGHT OR DOUBLE ARROW (AS DIRECTED)



DIRECTIONAL ARROWS



TYPE 1 OBJECT MARKER



SIGN FLAG DETAIL



Designed by: TRAFFIC
 Drawn by: JTG
 Checked by: TRAFFIC
 Previous Dwg. No. 703-1G

MISCELLANEOUS SIGNING DETAILS

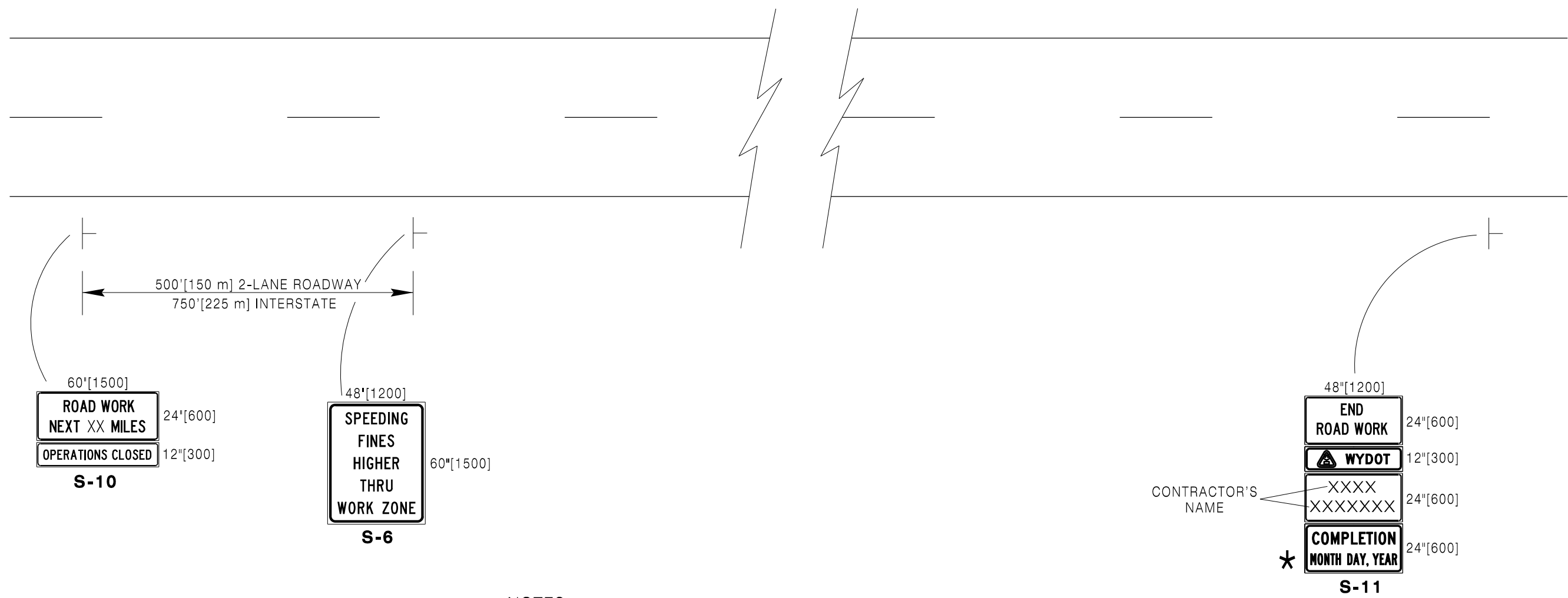
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

STANDARD PLAN NUMBER
703-1H
 SHEET 4 of 12
 Issued by: TRAFFIC PROGRAM
 Date Issued: OCTOBER, 2018



NOTES:

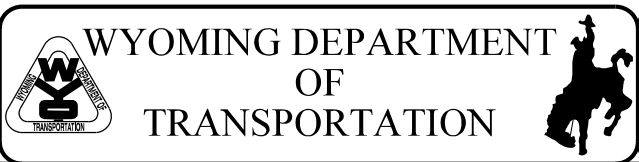
Do not obstruct or detract from the effectiveness of standard construction or permanent signs with these signs. Place signs **500'[150 m] or 750'[225 m]** in advance of any construction or permanent signing. Do not substitute these signs for construction warning or regulatory signs.

Use "OPERATIONS CLOSED" sign as directed by the engineer, when construction ceases for the winter or other periods of suspension.

* This sign signifies the date the project is to be completed. The TRAFFIC PROGRAM of WYDOT furnishes, upon request of the contractor, sign fabrication layout sheets.



Designed by: TRAFFIC	BEGINNING AND ENDING CONSTRUCTION ZONE SIGNING
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	

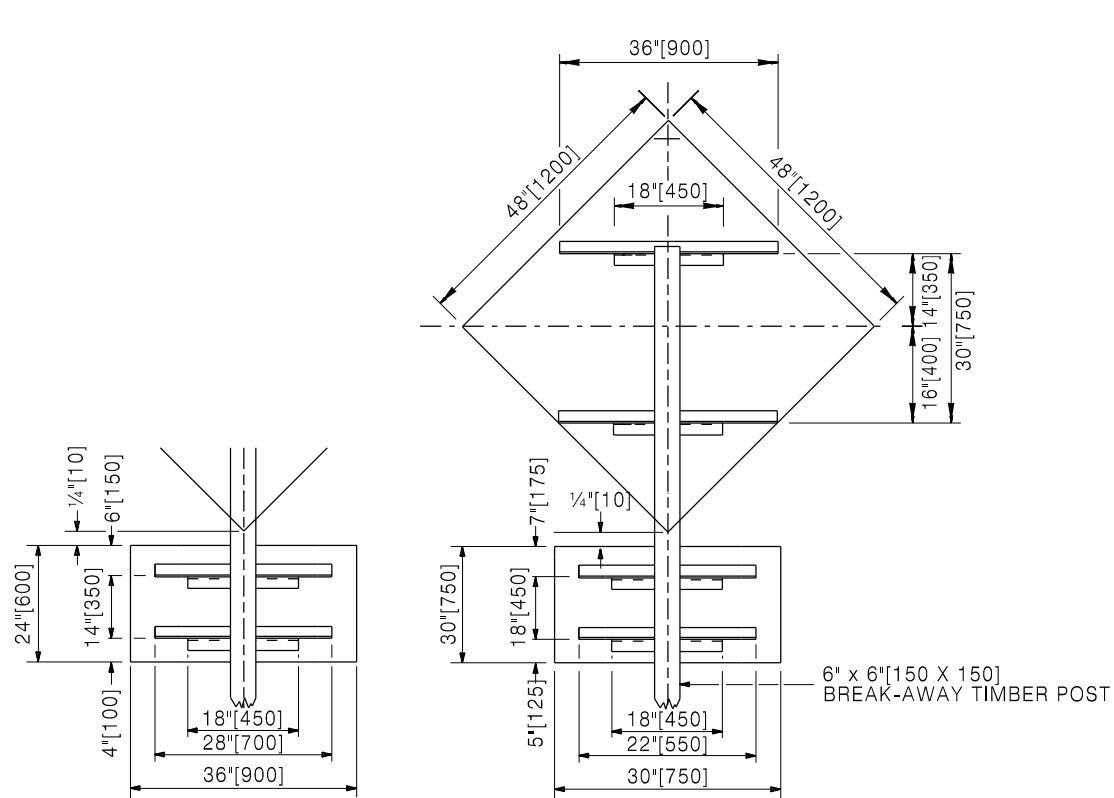


CONSTRUCTION TRAFFIC CONTROL DEVICES

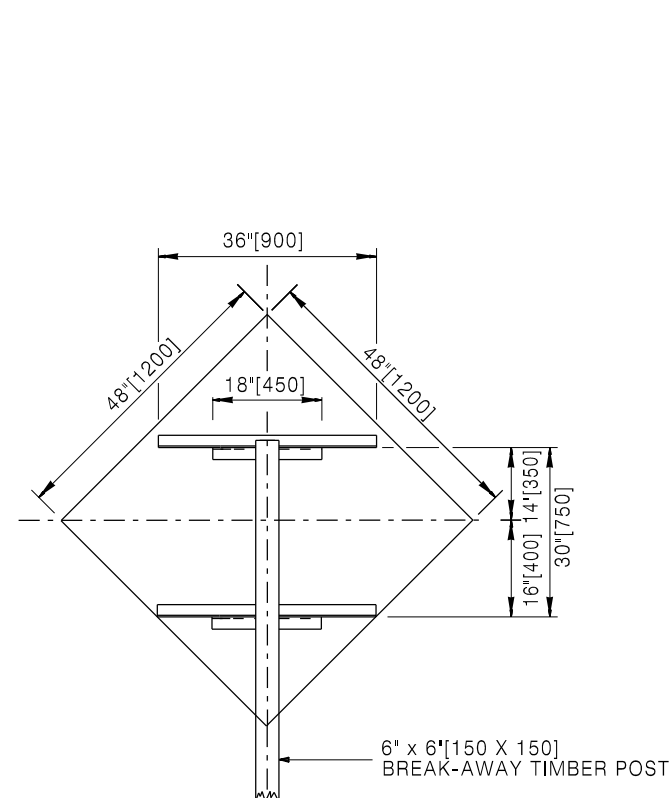
STANDARD PLAN

STANDARD PLAN NUMBER
703-1H
SHEET 5 of 12
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018

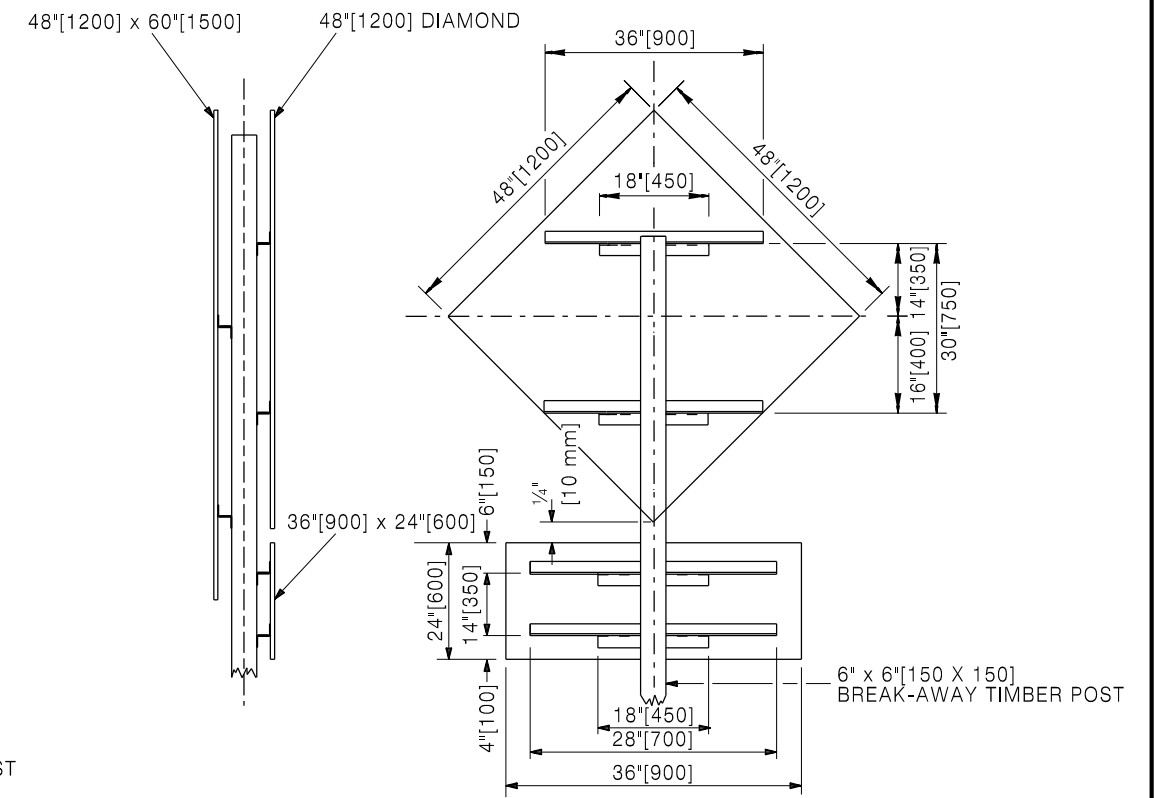
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



S-1 AND S-1A



S-2 AND S-2A



S-3

NOTE:
BACKING ANGLES ARE NOT REQUIRED FOR ONE PIECE 0.125 ALUMINUM OR 1/2" PLYWOOD SIGN PANELS 48" X 60" OR SMALLER.



Designed by: TRAFFIC
Drawn by: JTG
Checked by: TRAFFIC
Previous Dwg. No. 703-1G

SIGN STRUCTURE DETAILS

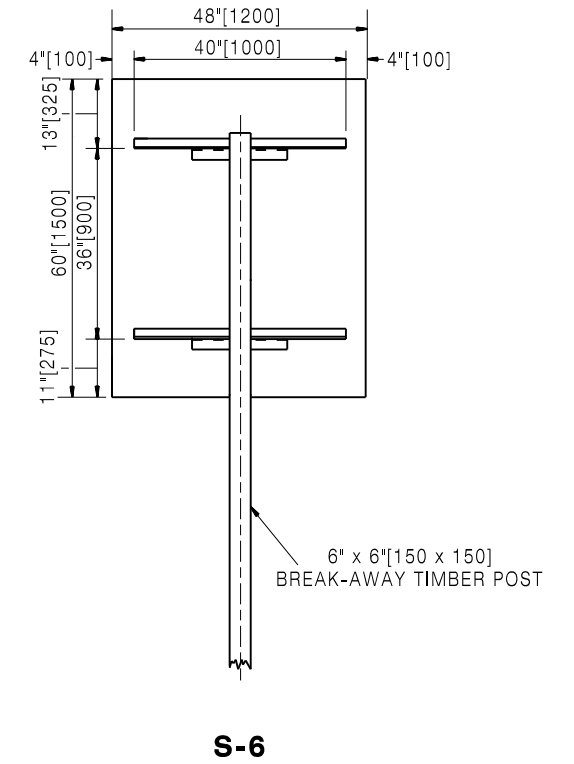
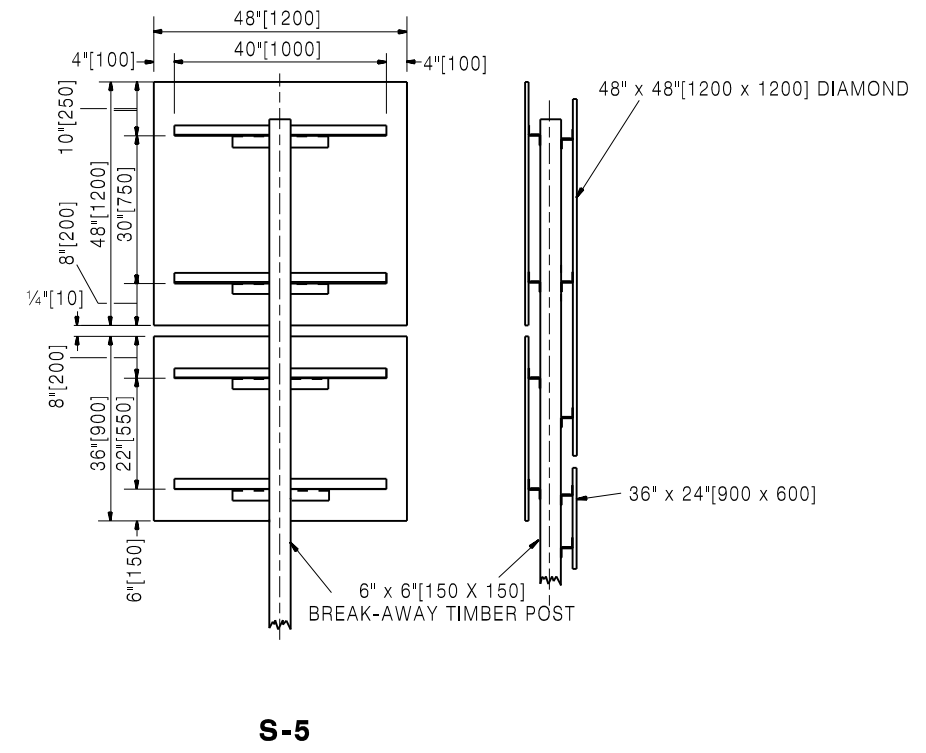
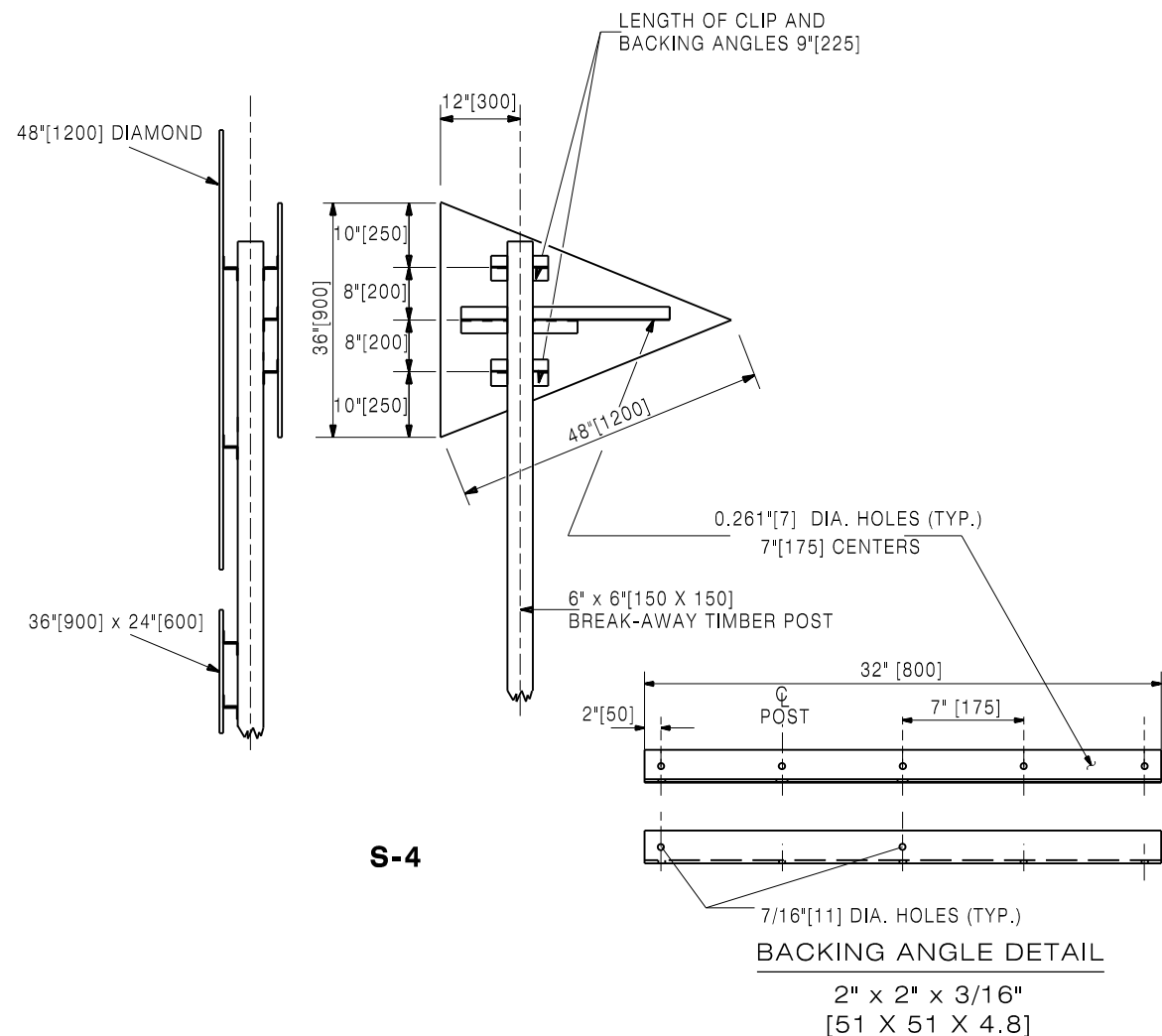
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

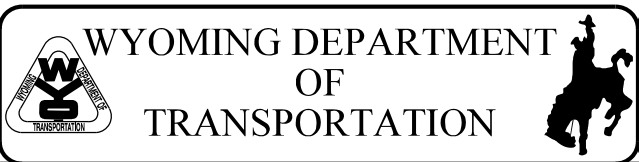
STANDARD PLAN NUMBER
703-1H
SHEET 6 of 12
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



NOTE:
BACKING ANGLES ARE NOT REQUIRED FOR ONE PIECE 0.125 ALUMINUM OR 1/2" PLYWOOD SIGN PANELS 48" X 60" OR SMALLER.



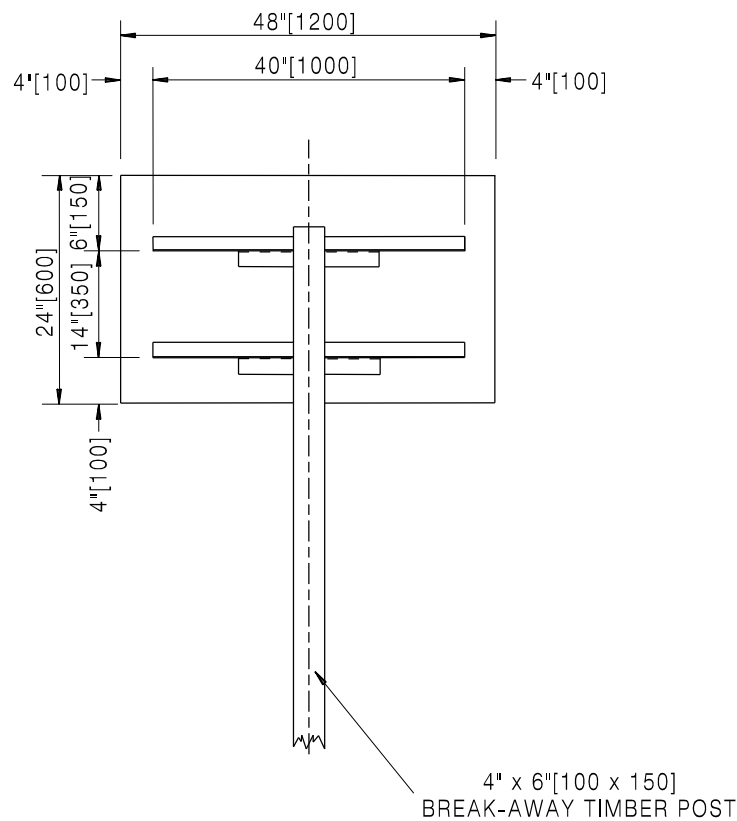
Designed by: TRAFFIC	SIGN STRUCTURE DETAILS
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.	



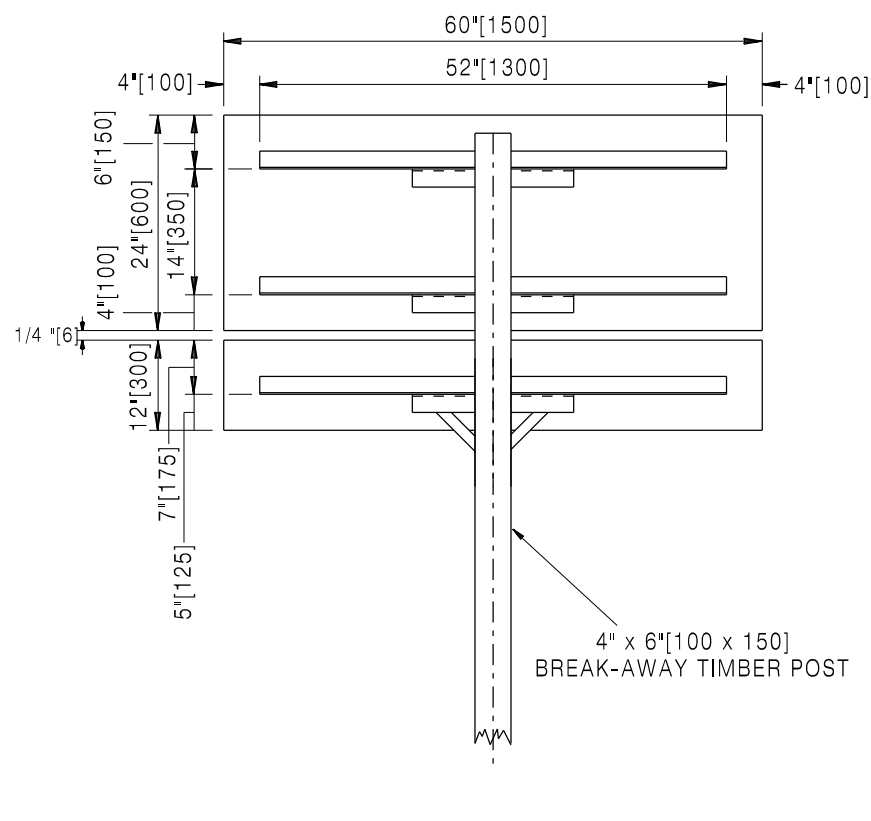
CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

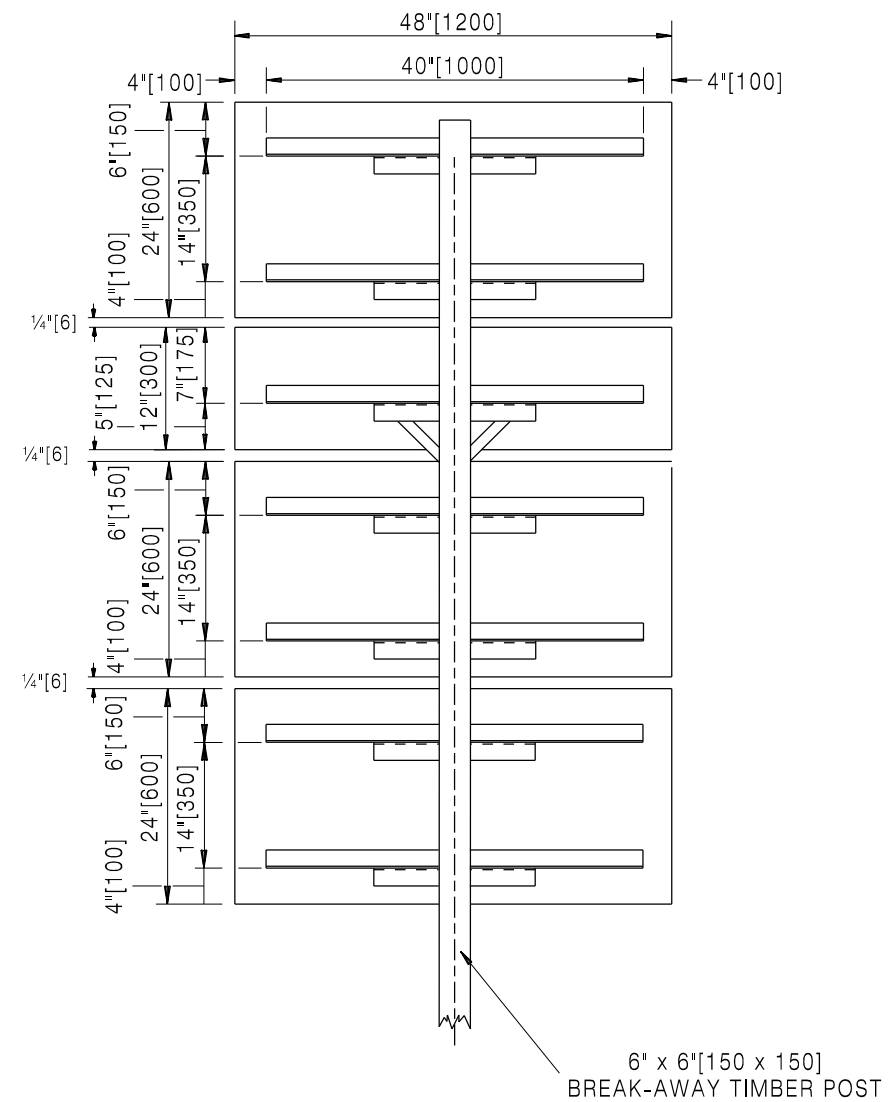
STANDARD PLAN NUMBER
703-1H
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Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



S-7



S-10



S-11

NOTE:
BACKING ANGLES ARE NOT REQUIRED FOR ONE PIECE 0.125 ALUMINUM OR 1/2" PLYWOOD SIGN PANELS 48" X 60" OR SMALLER.



Designed by: TRAFFIC
Drawn by: JTG
Checked by: TRAFFIC
Previous Dwg. No.
703-1G

SIGN STRUCTURE DETAILS

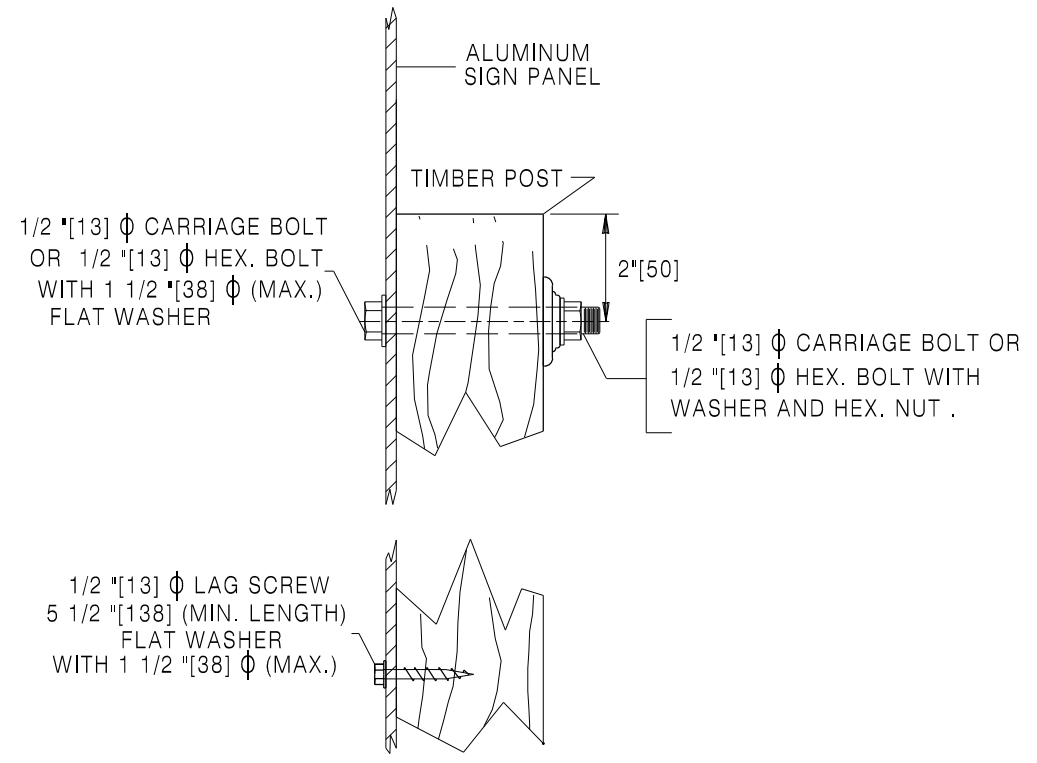
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



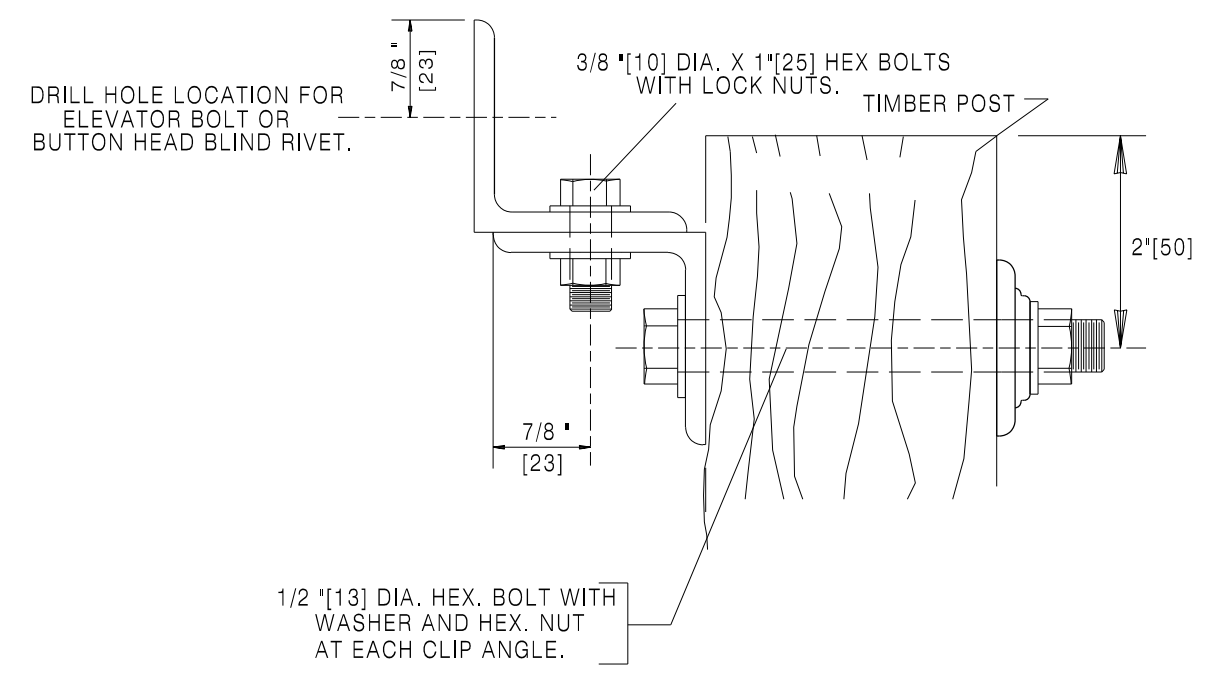
CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

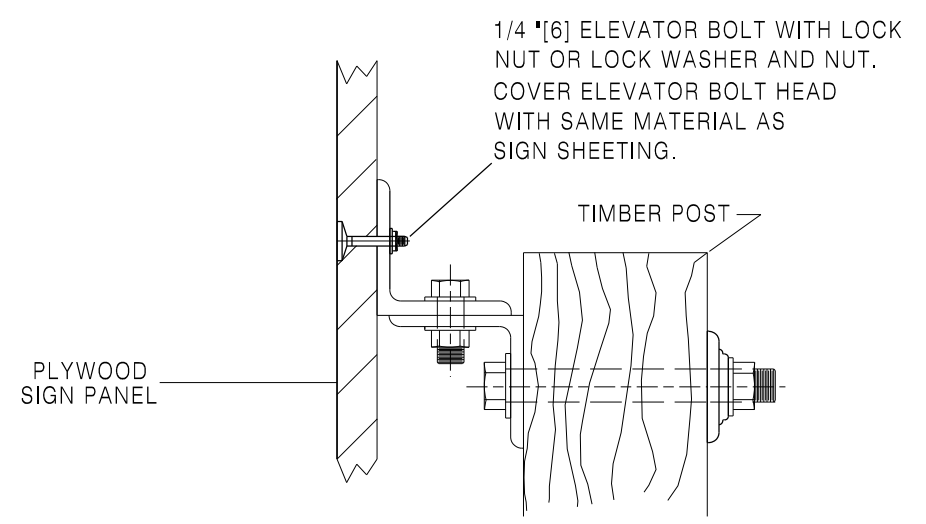
STANDARD PLAN NUMBER
703-1H
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Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



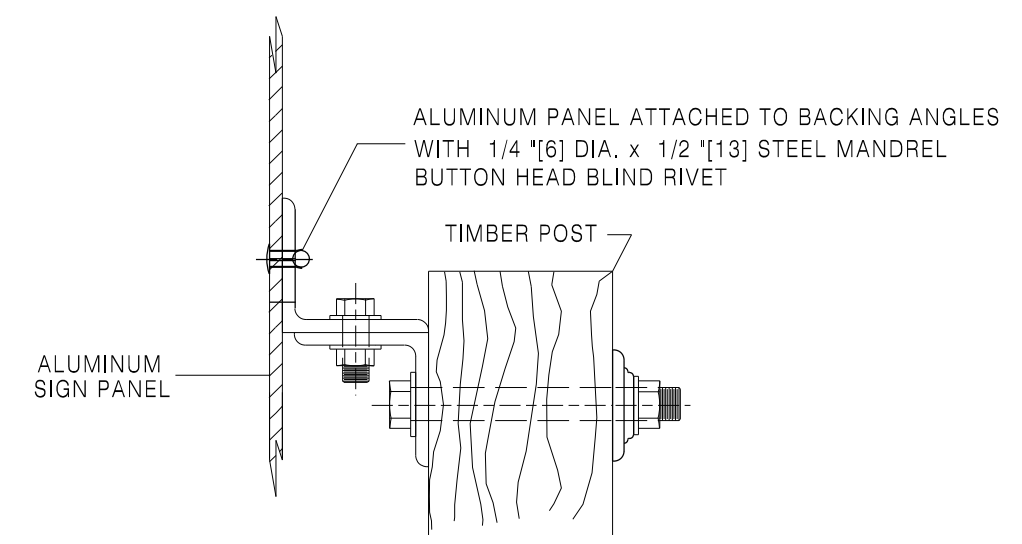
**PANEL MOUNTING
SIDE VIEW ALUMINUM
WITHOUT BACKING ANGLES**



**BACKING ANGLE AND CLIP ANGLE
MOUNTING DETAIL**



**PANEL MOUNTING
SIDE VIEW PLYWOOD**

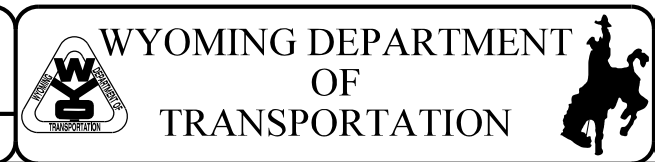


**PANEL MOUNTING
SIDE VIEW ALUMINUM**



Designed by: TRAFFIC	SIGN STRUCTURE DETAILS
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	

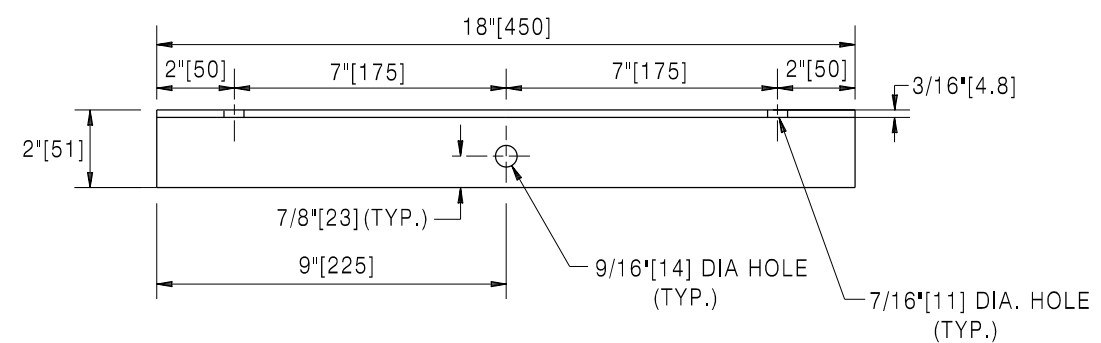
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



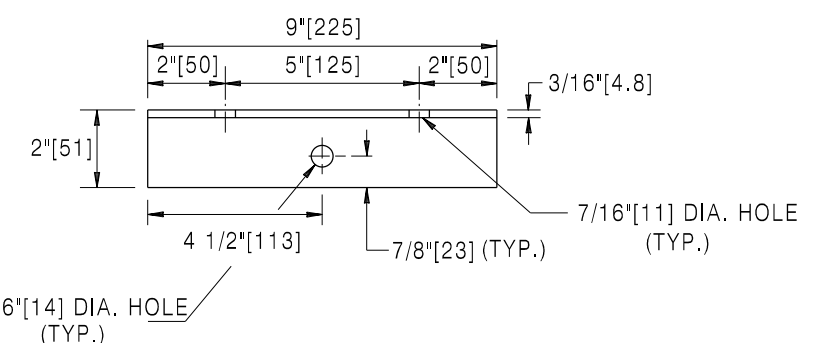
CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

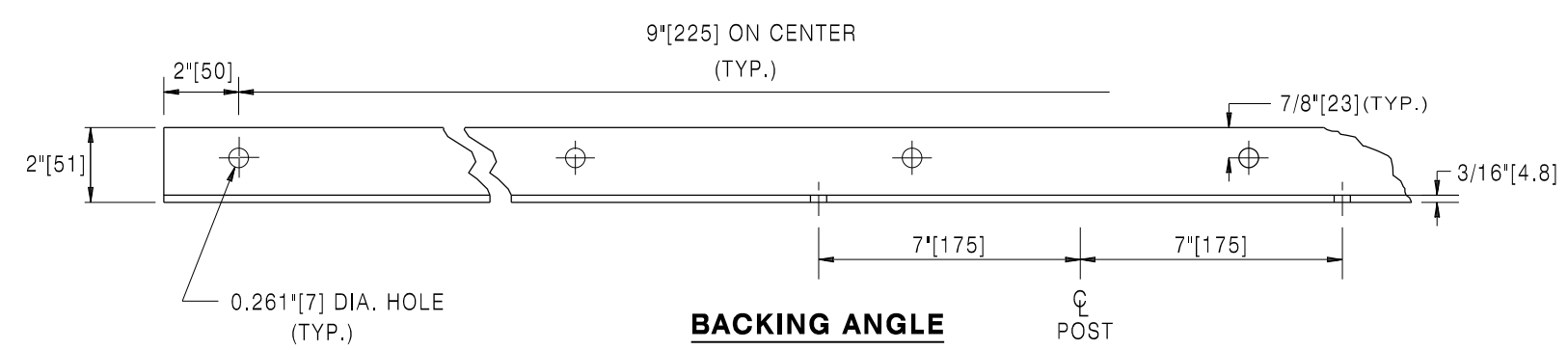
STANDARD PLAN NUMBER
703-1H
SHEET 9 of 12
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



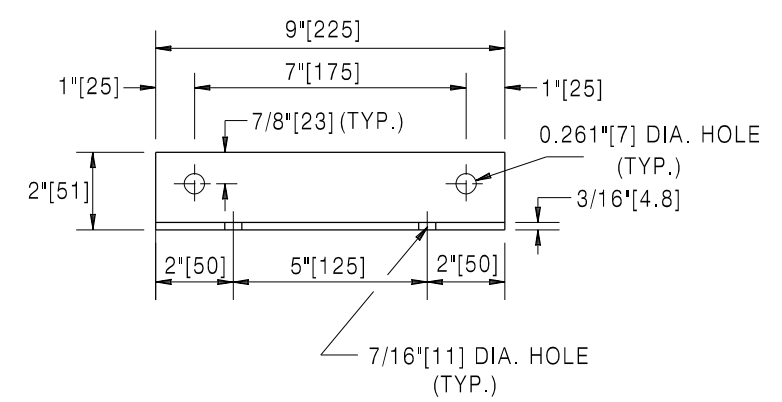
CLIP ANGLE



CLIP ANGLE



BACKING ANGLE

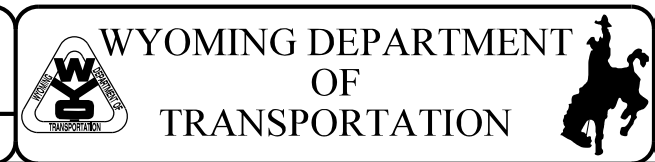


BACKING ANGLE

BACKING ANGLE OR CLIP ANGLE DETAILS



Designed by: TRAFFIC	SIGN STRUCTURE DETAILS
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	

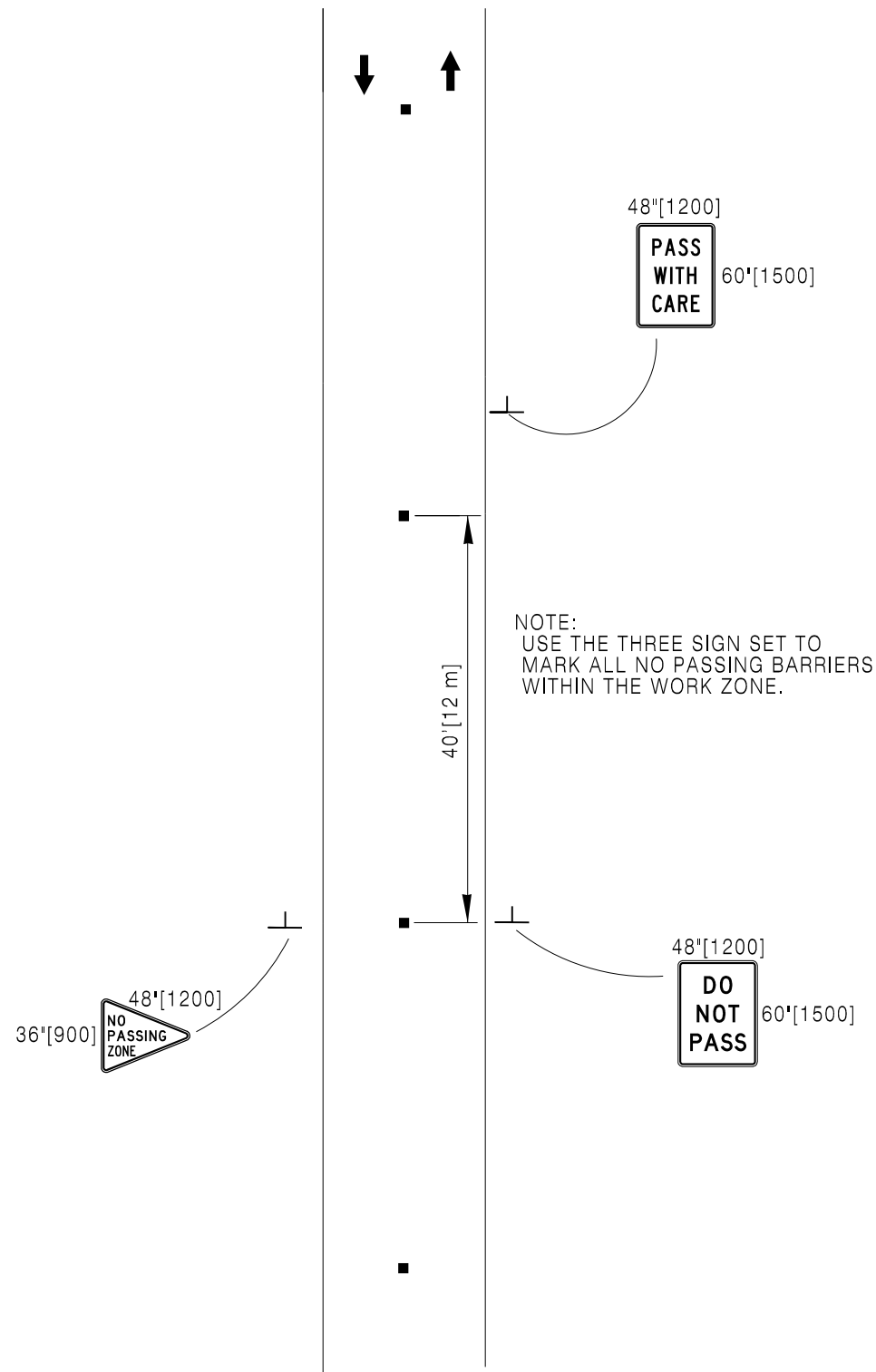


CONSTRUCTION TRAFFIC CONTROL DEVICES

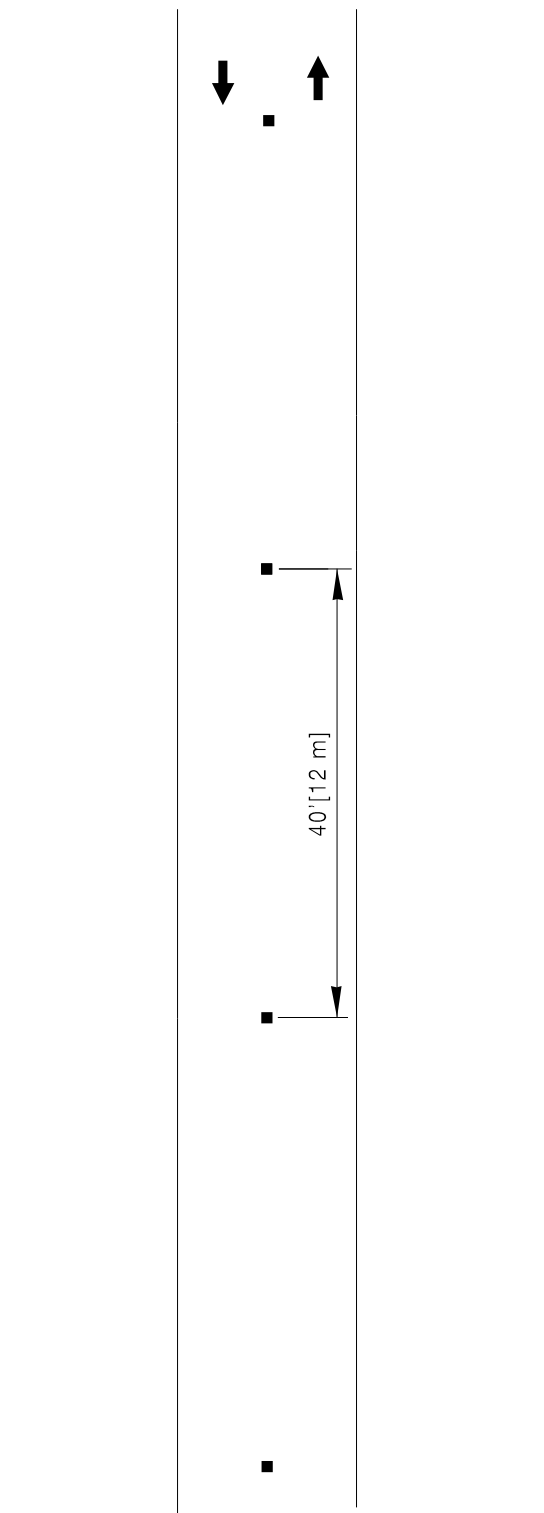
STANDARD PLAN

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Date Issued: OCTOBER, 2018

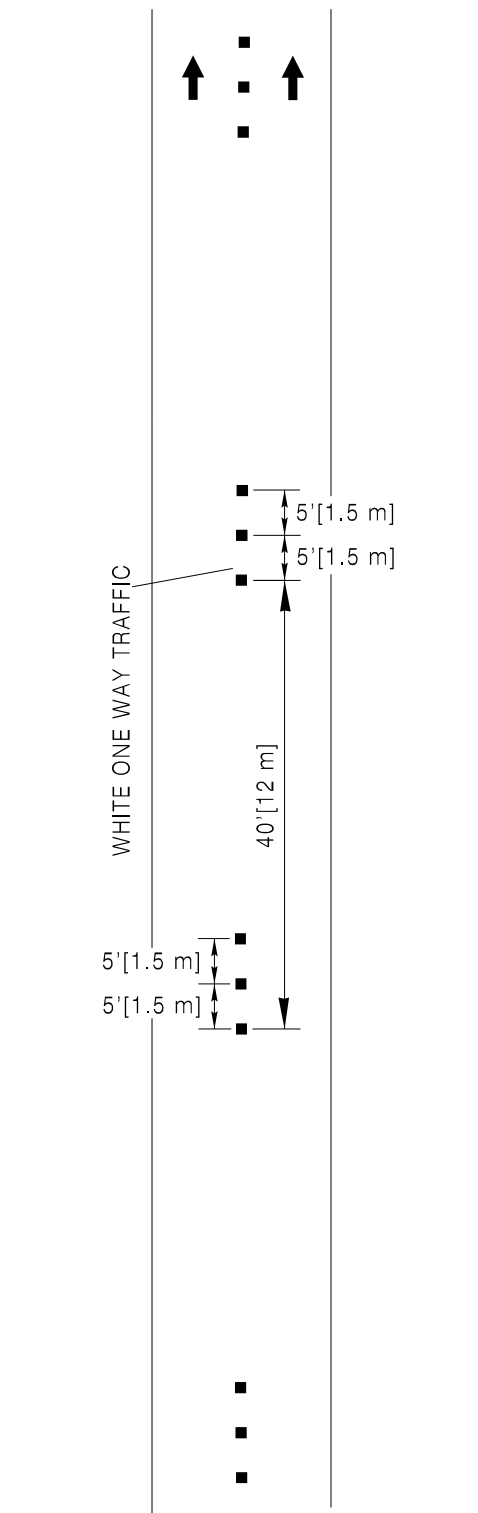
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



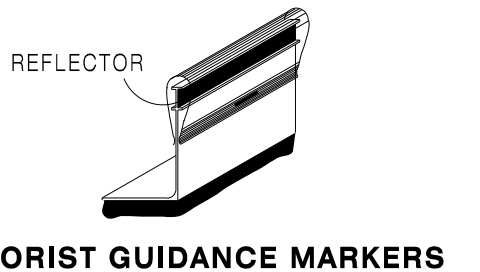
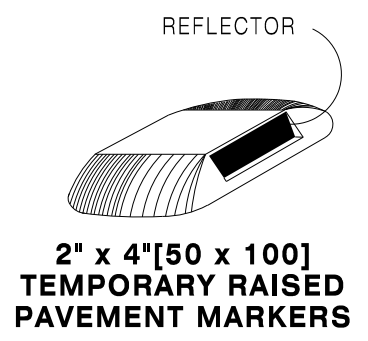
**2 LANE 2-WAY ROADWAYS USING
RAISED PAVEMENT MARKERS OR
MOTORIST GUIDANCE MARKERS,
CENTERLINE AND THREE SIGN SEQUENCE,
INCLUDING NO-PASSING ZONE**



**2 LANE 2-WAY ROADWAY
(CENTER LINE) USING
RAISED PAVEMENT MARKERS OR
MOTORIST GUIDANCE MARKERS**



**INTERSTATE
(LANE LINE) USING
RAISED PAVEMENT MARKERS**



LEGEND
■ TEMPORARY MARKERS

Designed by: TRAFFIC	FINAL SURFACE TREATMENT TEMPORARY PAVEMENT MARKERS
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	

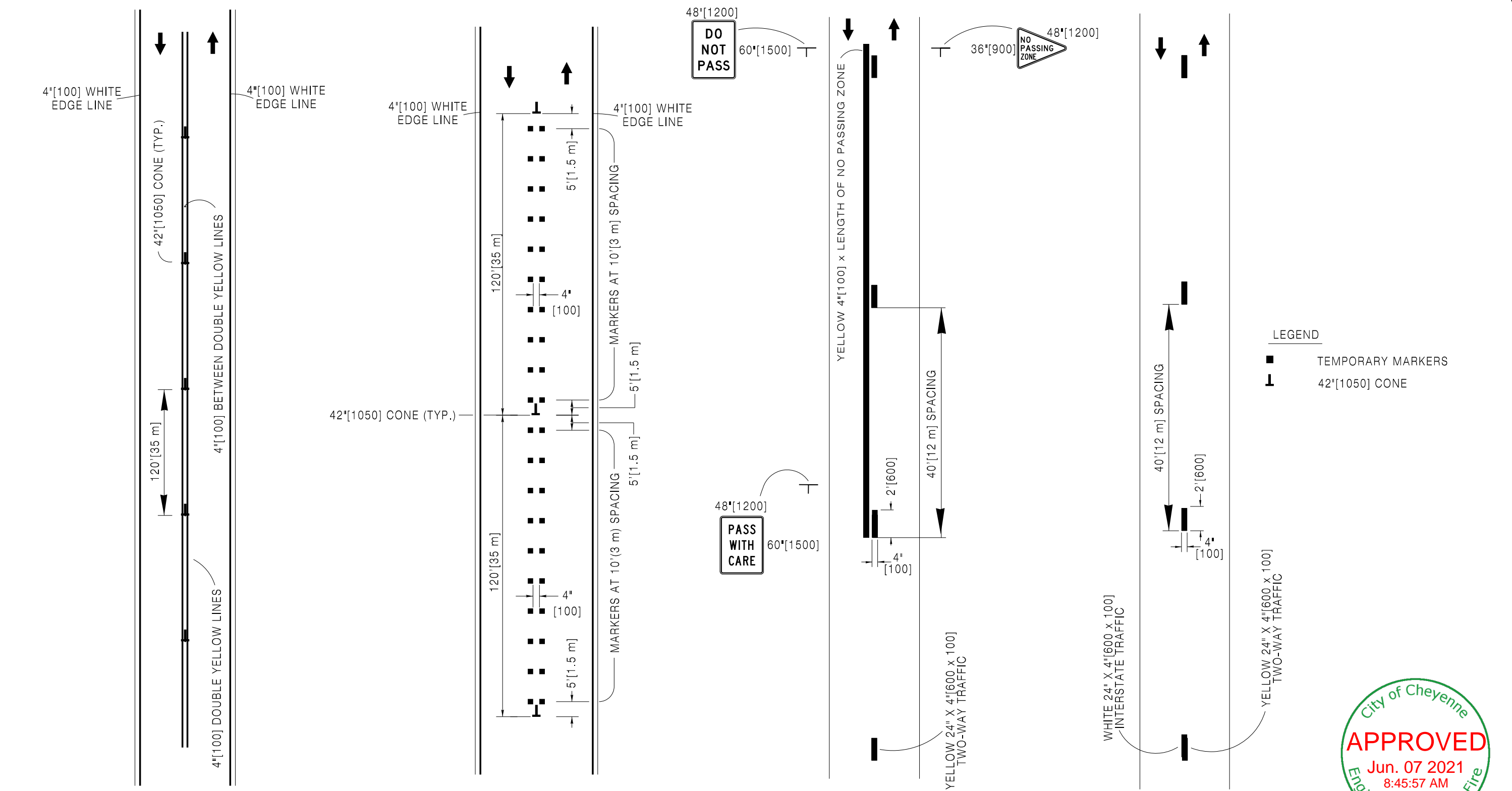
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

WYOMING DEPARTMENT
OF
TRANSPORTATION

**CONSTRUCTION TRAFFIC
CONTROL DEVICES**

STANDARD PLAN

STANDARD PLAN NUMBER 703-1H
SHEET 11 of 12
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



- LEGEND**
- TEMPORARY MARKERS
 - ⌋ 42"[1050] CONE

**ONE LANE OF INTERSTATE
(2 LANE 2-WAY DURING CONSTRUCTION)
TEMPORARY STRIPING TAPE OR PAINT**

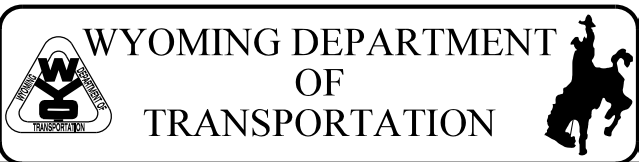
**ONE LANE OF INTERSTATE
(2 LANE 2-WAY DURING CONSTRUCTION)
RAISED PAVEMENT MARKERS
DOUBLE SIDE (YELLOW)**

**2 LANE 2-WAY ROADWAY
USING TEMPORARY STRIPING TAPE OR
PAINT CENTERLINE AND SOLID LINES
INCLUDING NO-PASSING ZONE**

**2 LANE 2-WAY ROADWAY
(CENTER LINE) OR INTERSTATE
(LANE LINE) USING TEMPORARY
STRIPING TAPE OR PAINT**



Designed by: TRAFFIC	INTERMEDIATE LIFT TEMPORARY PAVEMENT MARKERS
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-1G	



CONSTRUCTION TRAFFIC CONTROL DEVICES

STANDARD PLAN

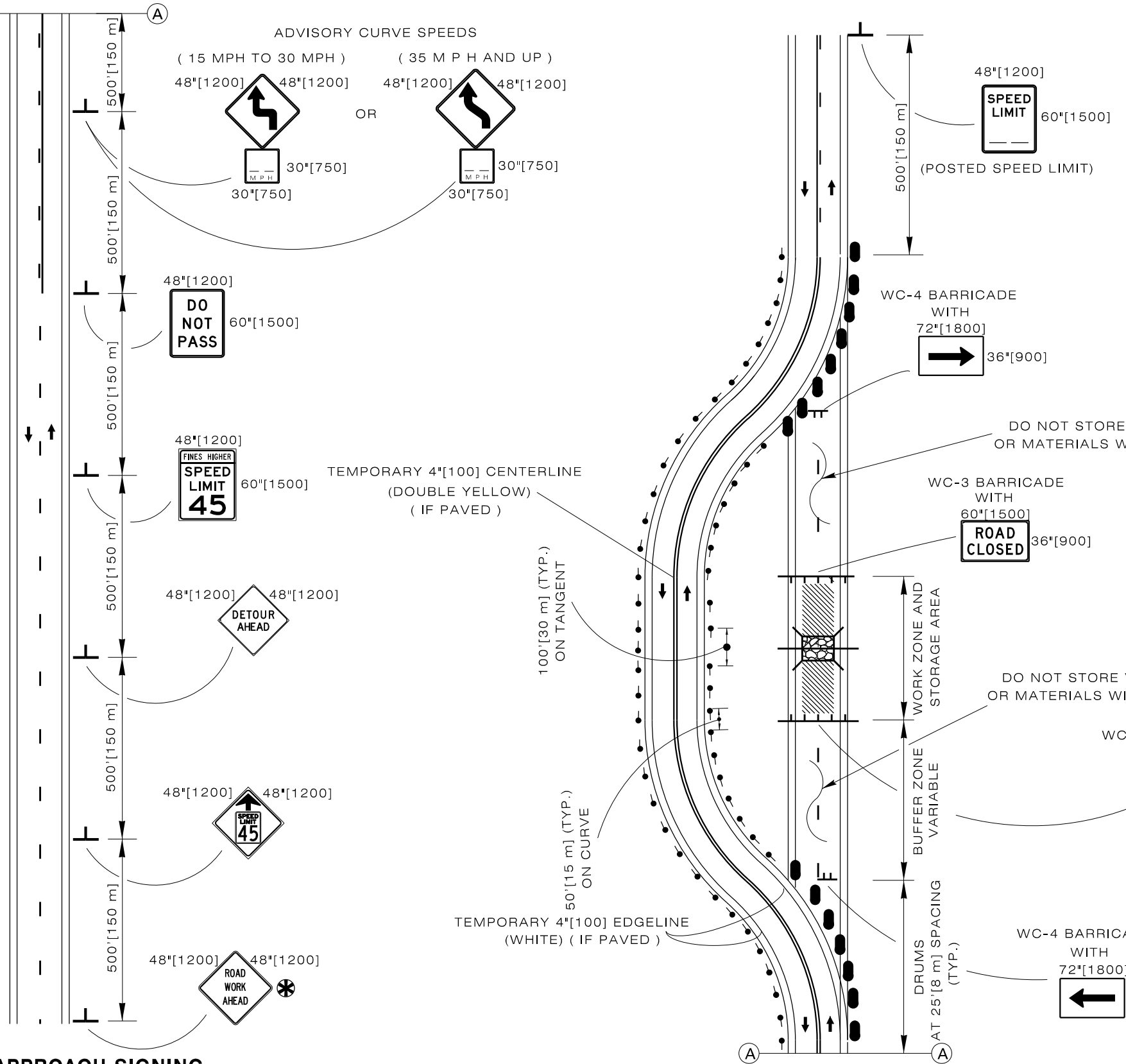
STANDARD PLAN NUMBER 703-1H
SHEET 12 of 12
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018

Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

- ✳ USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.
- ◆ TYPICAL APPROACH SIGNING, SIGN FOR BOTH DIRECTIONS (SIGNS SHOWN FOR ONE DIRECTION OF TRAVEL ONLY).

- LEGEND**
- TYPE II DELINEATOR
 - ▨ WORK ZONE
 - ▨ STORAGE AREA
 - DRUM

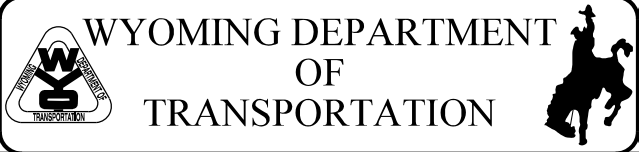
◆ **TYPICAL APPROACH SIGNING**



Designed by: TRAFFIC
 Drawn by: JTG
 Checked by: TRAFFIC
 Previous Dwg. No. 703-2F

TYPICAL TRAFFIC CONTROL SIGNING FOR
 DETOUR AROUND CONSTRUCTION

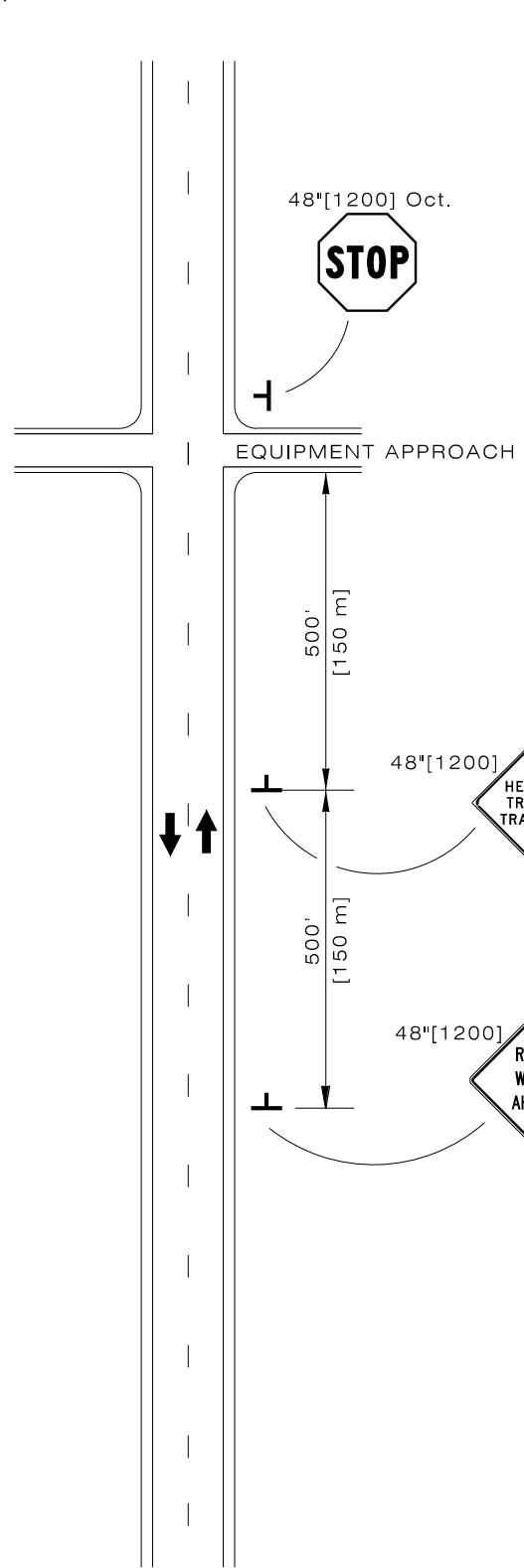
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



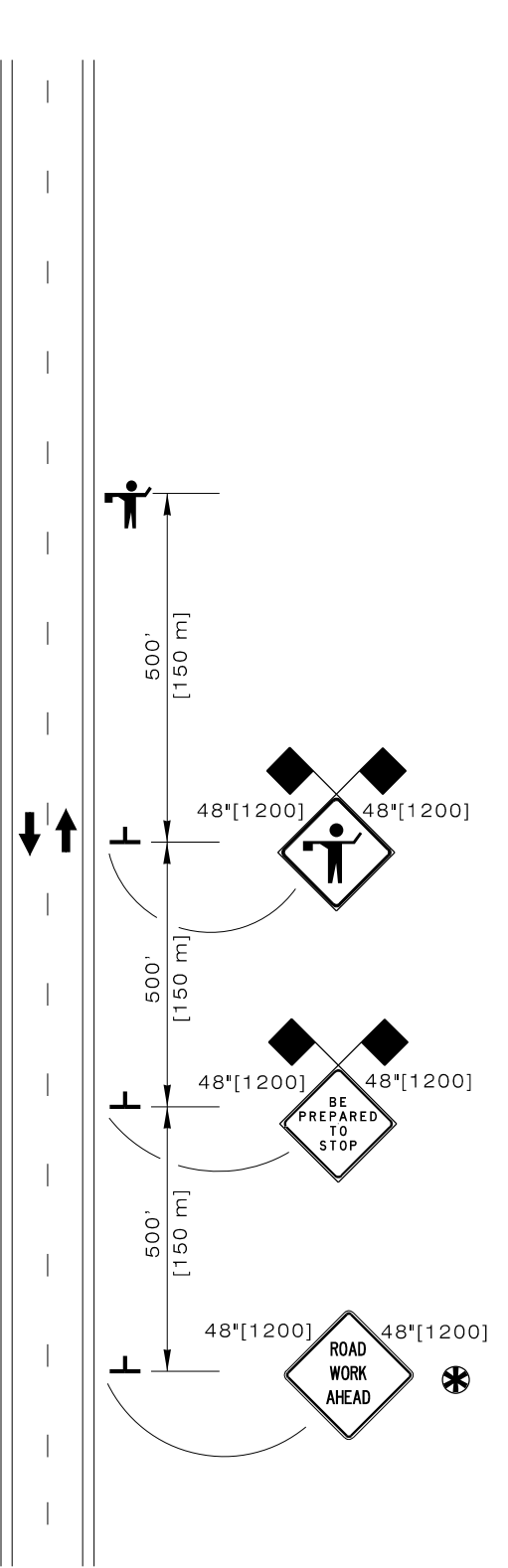
CONSTRUCTION TRAFFIC CONTROL TWO LANE

STANDARD PLAN

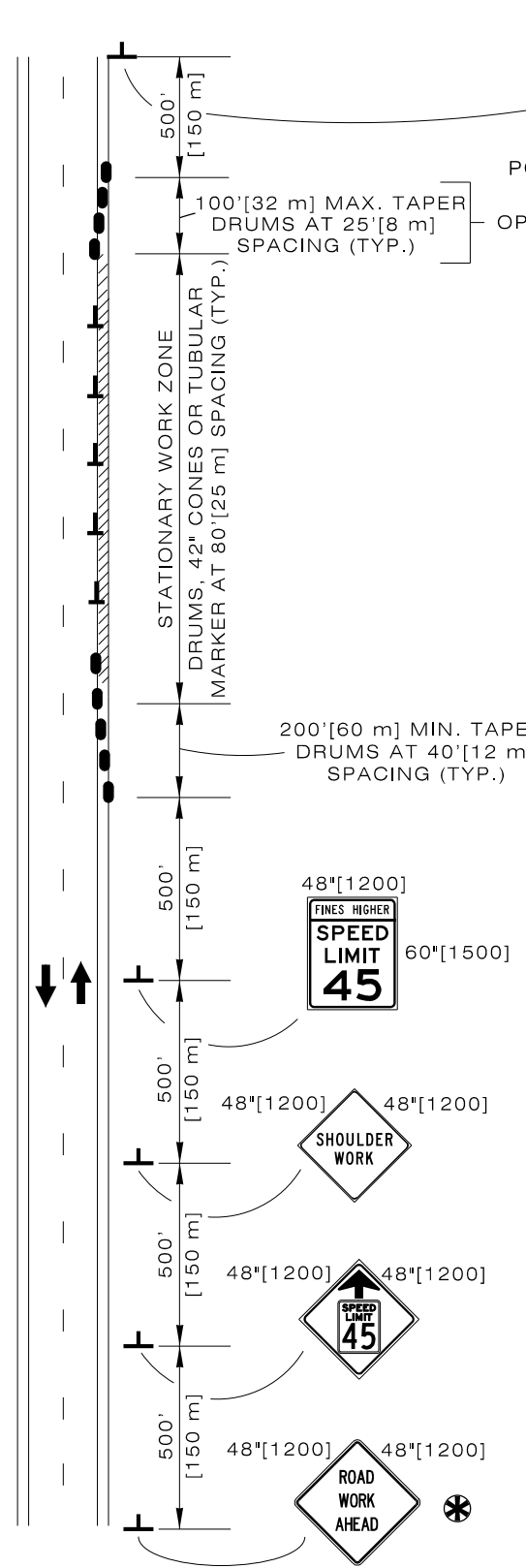
STANDARD PLAN NUMBER
703-2G
 SHEET 1 of 9
 Issued by: TRAFFIC PROGRAM
 Date Issued: OCTOBER, 2018



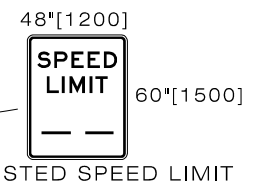
◆ **EQUIPMENT CROSSING STOP CONTROL**



◆ **TYPICAL FLAGGER STATION SIGNING**








◆ **SHOULDER REPAIR WORK 10' [3 m] MIN. LANE WIDTH**



POSTED SPEED LIMIT

OPTIONAL

LEGEND

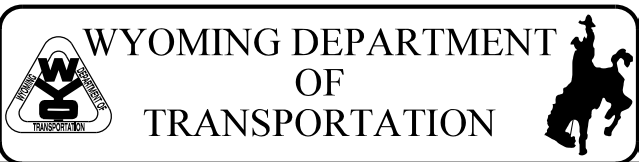
-  DRUM
-  FLAGS
-  FLAGGER
-  WORK ZONE
-  DRUM, 42" [1050] CONE OR TUBULAR MARKER

- ⊗ USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.
- ◆ TYPICAL APPROACH SIGNING, SIGN FOR BOTH DIRECTIONS (SIGNS SHOWN FOR ONE DIRECTION OF TRAVEL ONLY).



Designed by: TRAFFIC	TYPICAL TRAFFIC CONTROL SIGNING
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-2F	

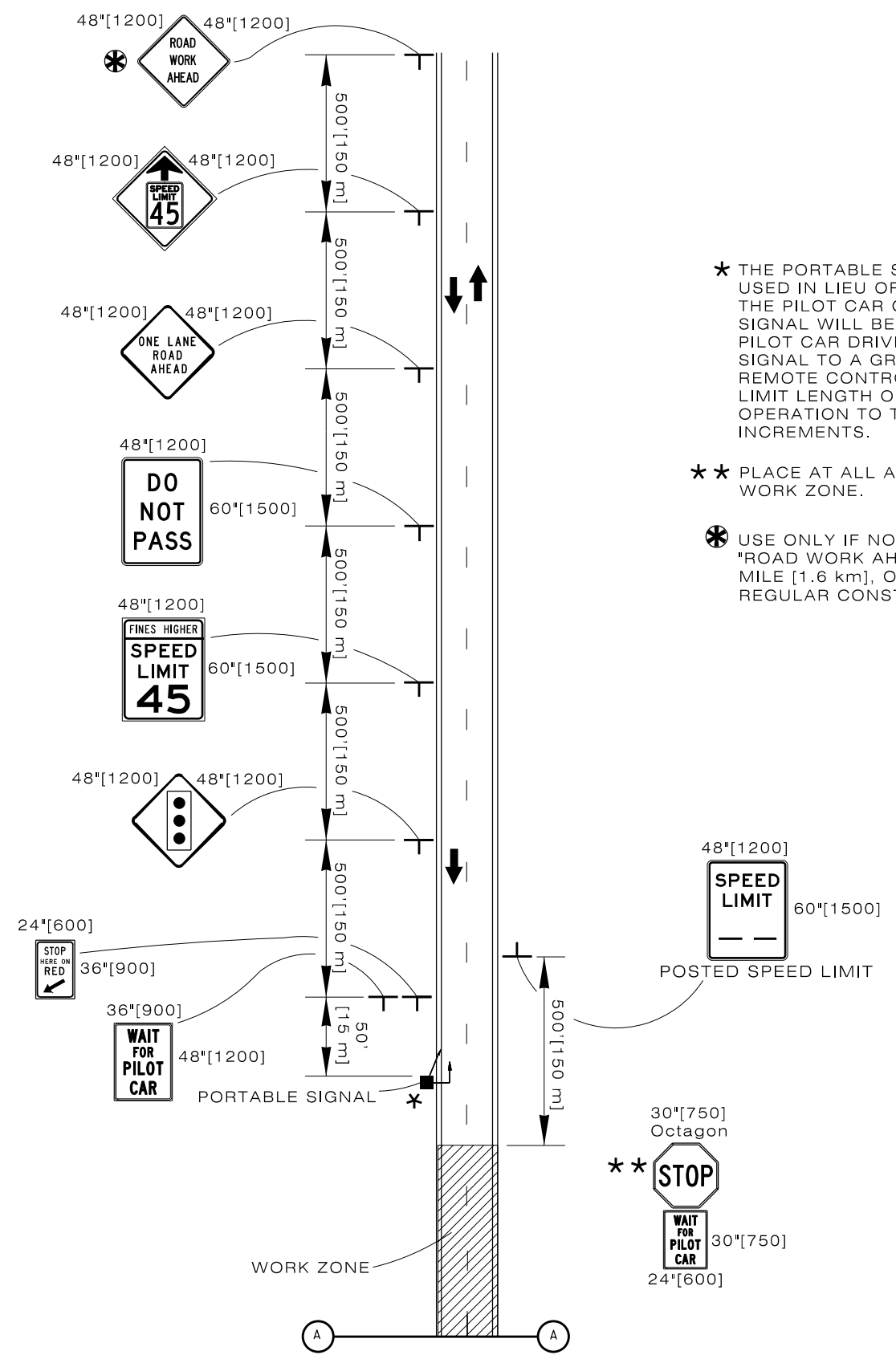
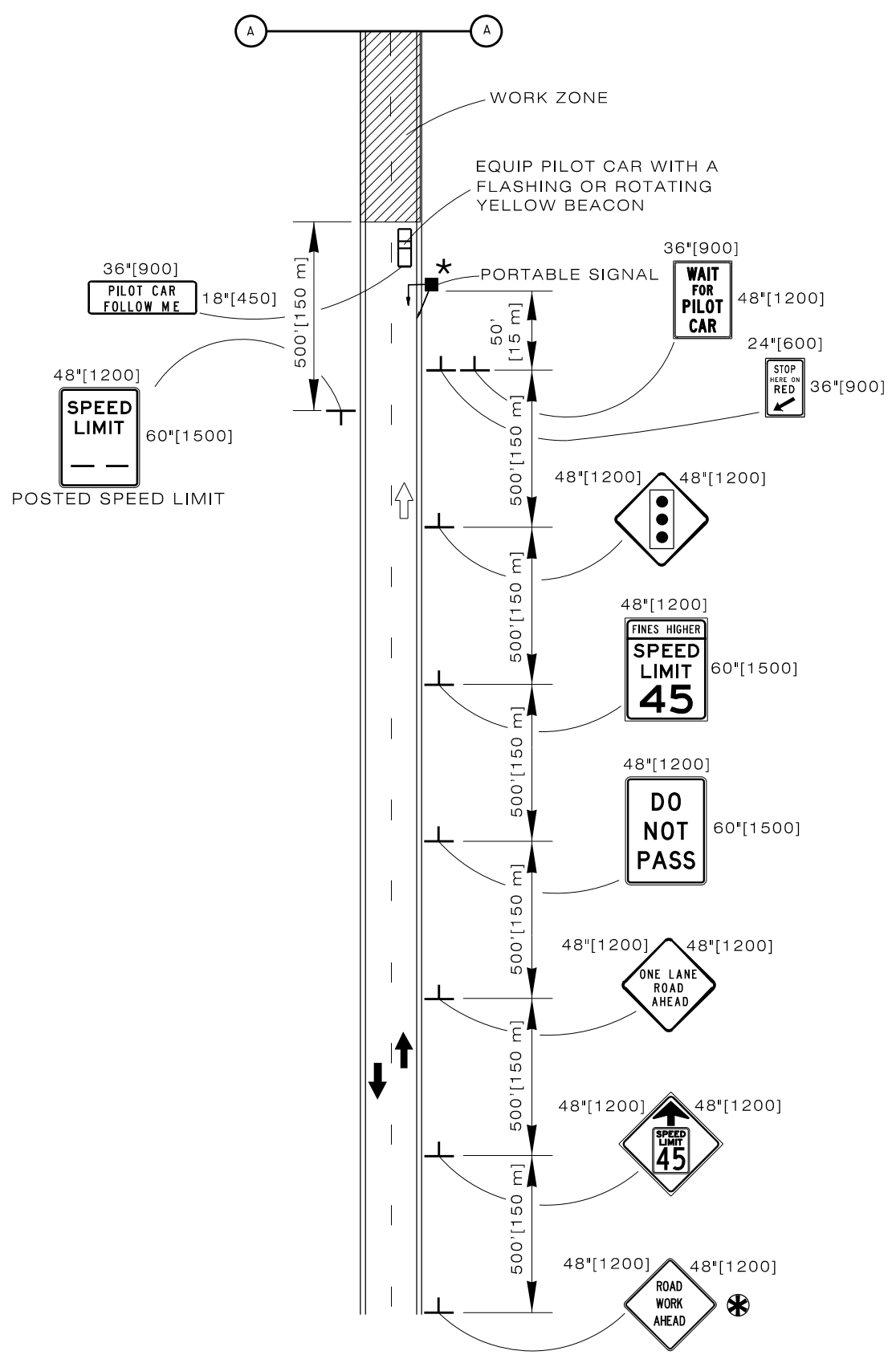
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONSTRUCTION TRAFFIC CONTROL TWO LANE

STANDARD PLAN

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Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



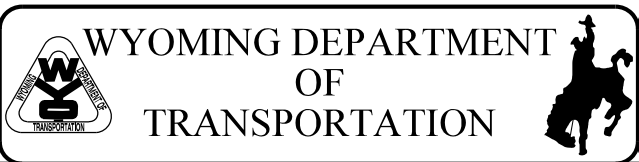
- * THE PORTABLE SIGNAL MAY BE USED IN LIEU OF FLAGGERS FOR THE PILOT CAR OPERATION. THE SIGNAL WILL BE RED UNTIL THE PILOT CAR DRIVER CHANGES THE SIGNAL TO A GREEN LIGHT WITH REMOTE CONTROL. LIMIT LENGTH OF PILOT CAR OPERATION TO TWO MILE [3.2 km] INCREMENTS.
- ** PLACE AT ALL APPROACHES IN WORK ZONE.
- * USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.



Designed by: TRAFFIC
 Drawn by: JTG
 Checked by: TRAFFIC
 Previous Dwg. No. 703-2F

TYPICAL SIGNING FOR PILOT CAR WITH PORTABLE SIGNAL

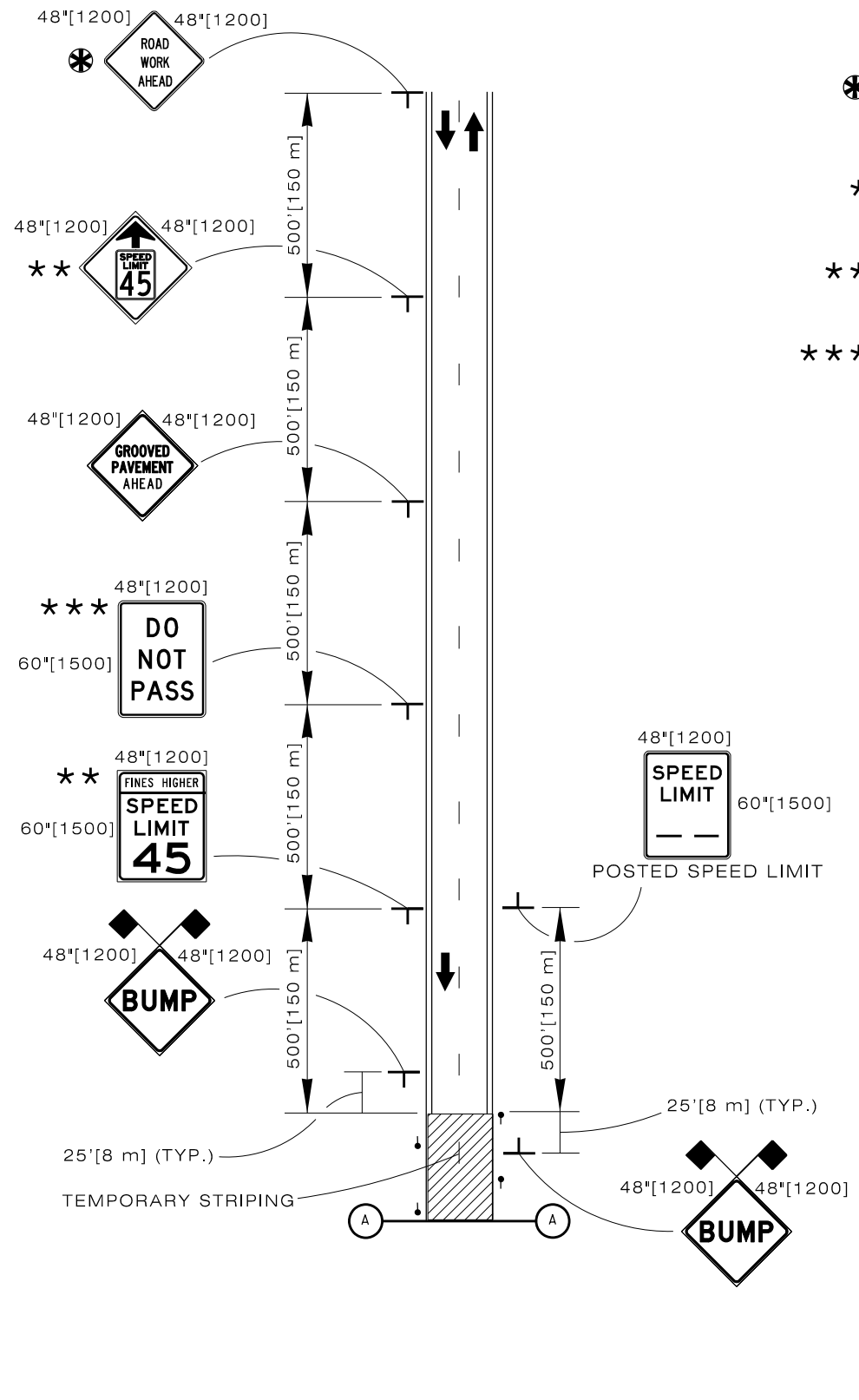
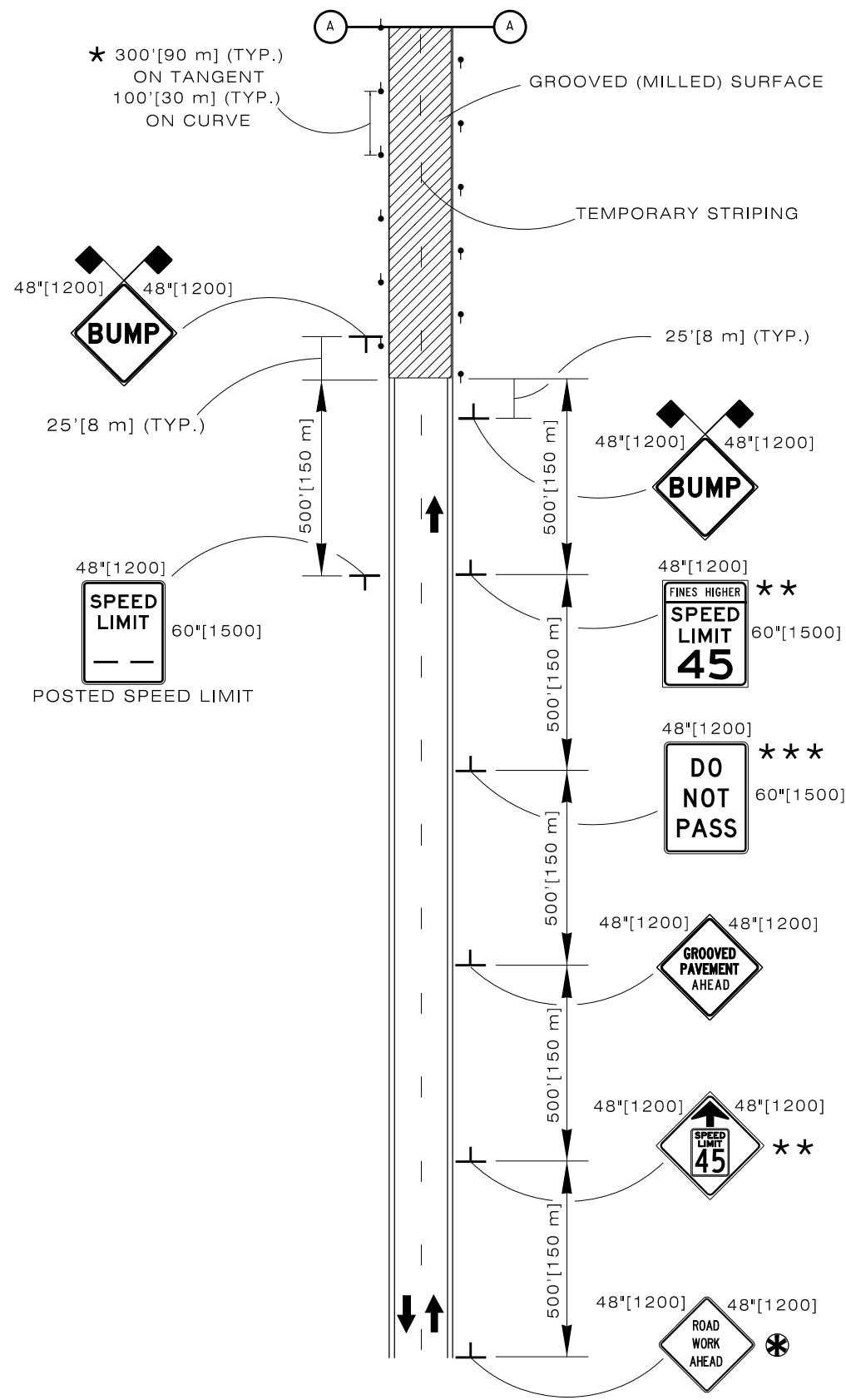
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONSTRUCTION TRAFFIC CONTROL TWO LANE

STANDARD PLAN

STANDARD PLAN NUMBER
703-2G
 SHEET 4 of 9
 Issued by: TRAFFIC PROGRAM
 Date Issued: OCTOBER, 2018



- ⊗ USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.
- * USE TUBULAR MARKERS IN PLACE OF DELINEATORS WHERE DELINEATORS ARE NOT PRESENT.
- ** SPEED LIMIT TO BE DETERMINED BY THE ENGINEER ACCORDING TO THE CONDITION OF THE MILLED SURFACE.
- *** USE IF BARRIERS ARE NOT MARKED.

LEGEND

- GROOVED (MILLED) SURFACE
- EXISTING DELINEATORS OR TUBULAR MARKERS



Designed by: TRAFFIC	TYPICAL SIGNING FOR GROOVED (MILLED) PAVEMENT
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-2F	

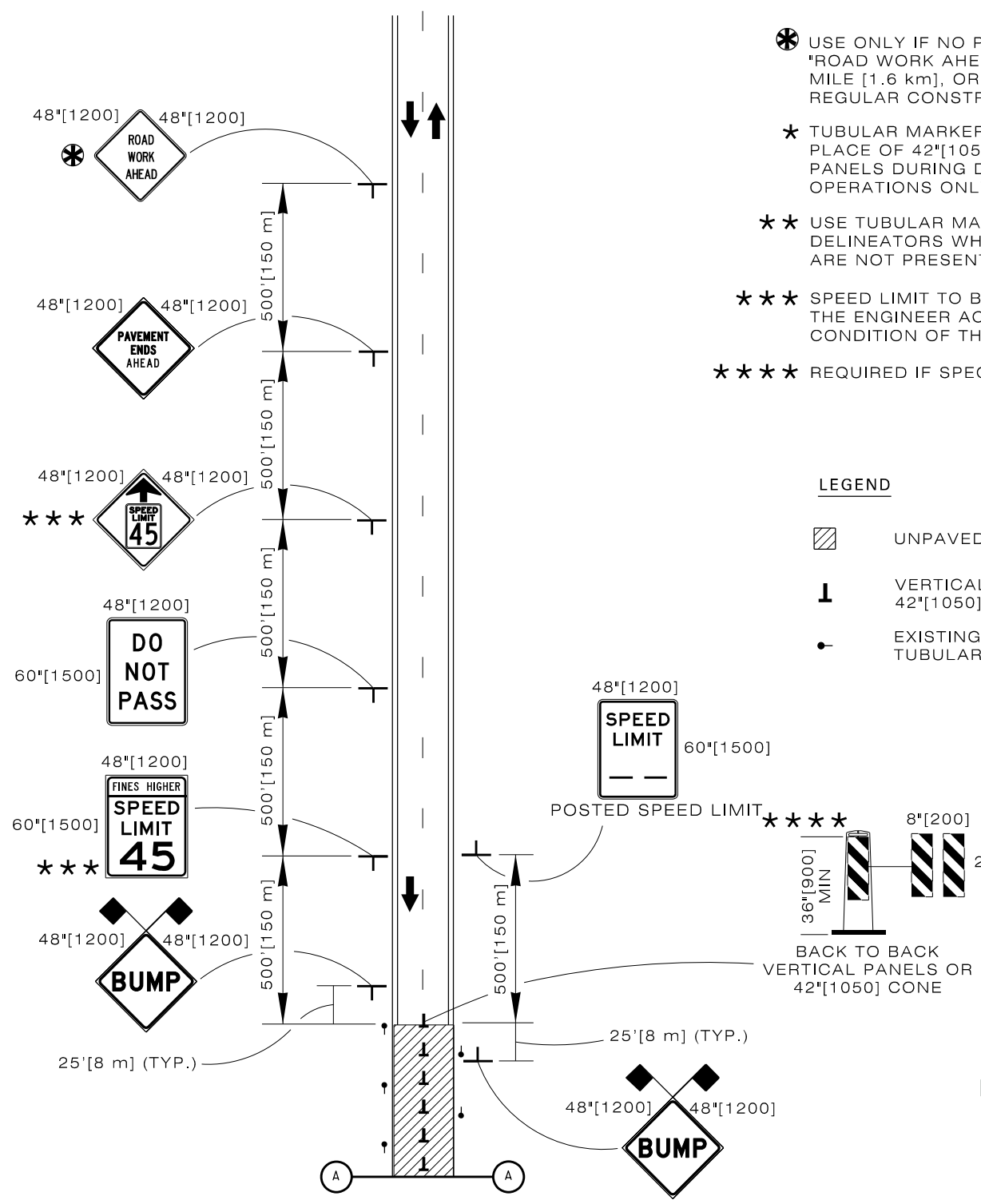
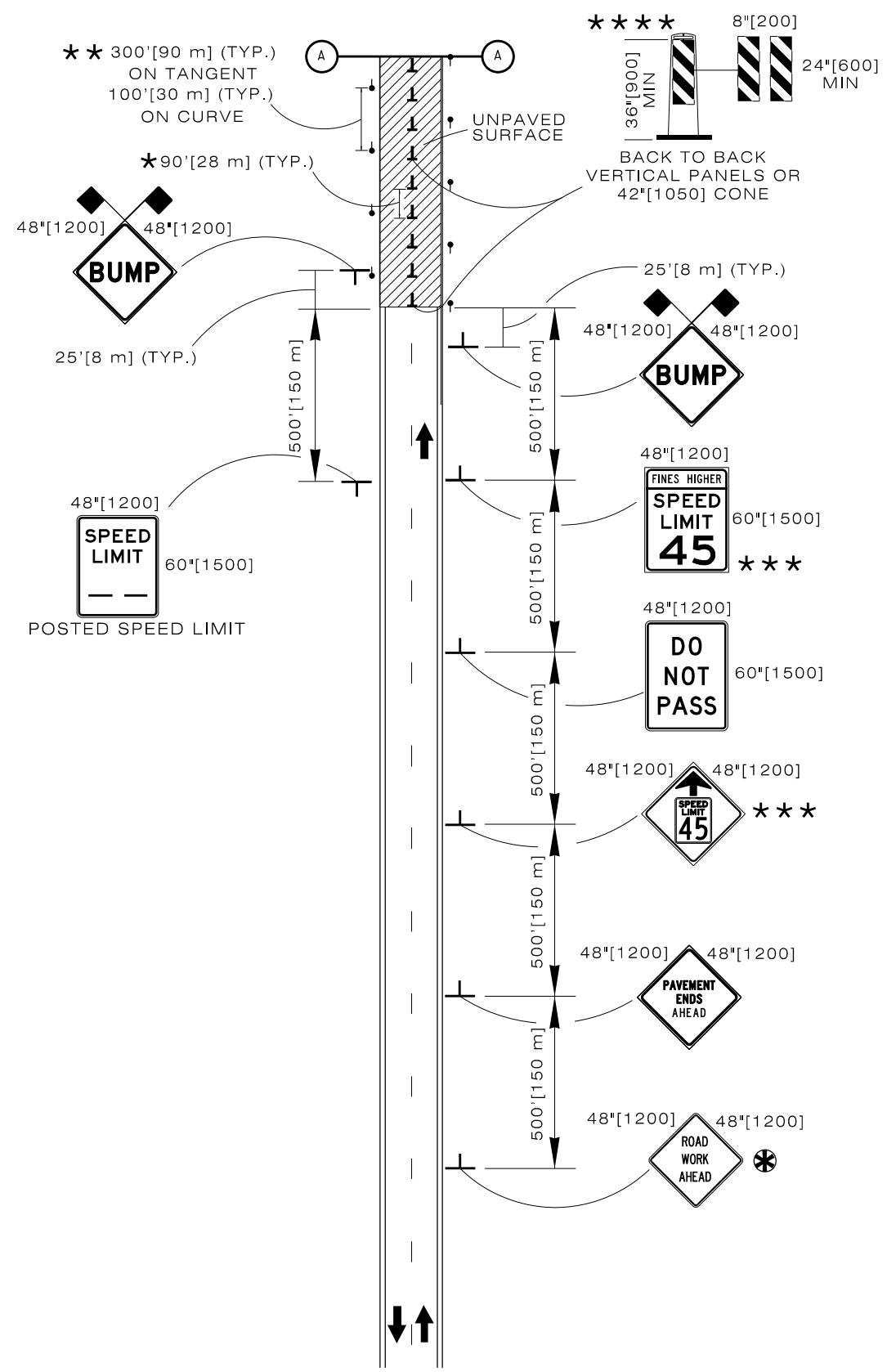
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

WYOMING DEPARTMENT OF TRANSPORTATION

CONSTRUCTION TRAFFIC CONTROL TWO LANE

STANDARD PLAN

STANDARD PLAN NUMBER
703-2G
SHEET 5 of 9
Issued by: TRAFFIC PROGRAM
Date Issued: OCTOBER, 2018



- ⊗ USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.
- * TUBULAR MARKERS MAY BE USED IN PLACE OF 42"[1050] CONES OR VERTICAL PANELS DURING DAY TIME OPERATIONS ONLY.
- ** USE TUBULAR MARKERS IN PLACE OF DELINEATORS WHERE DELINEATORS ARE NOT PRESENT.
- *** SPEED LIMIT TO BE DETERMINED BY THE ENGINEER ACCORDING TO THE CONDITION OF THE UNPAVED SURFACE.
- **** REQUIRED IF SPECIFIED IN CONTRACT.

LEGEND

- UNPAVED SURFACE
- VERTICAL PANELS OR 42"[1050] CONE
- EXISTING DELINEATORS OR TUBULAR MARKERS

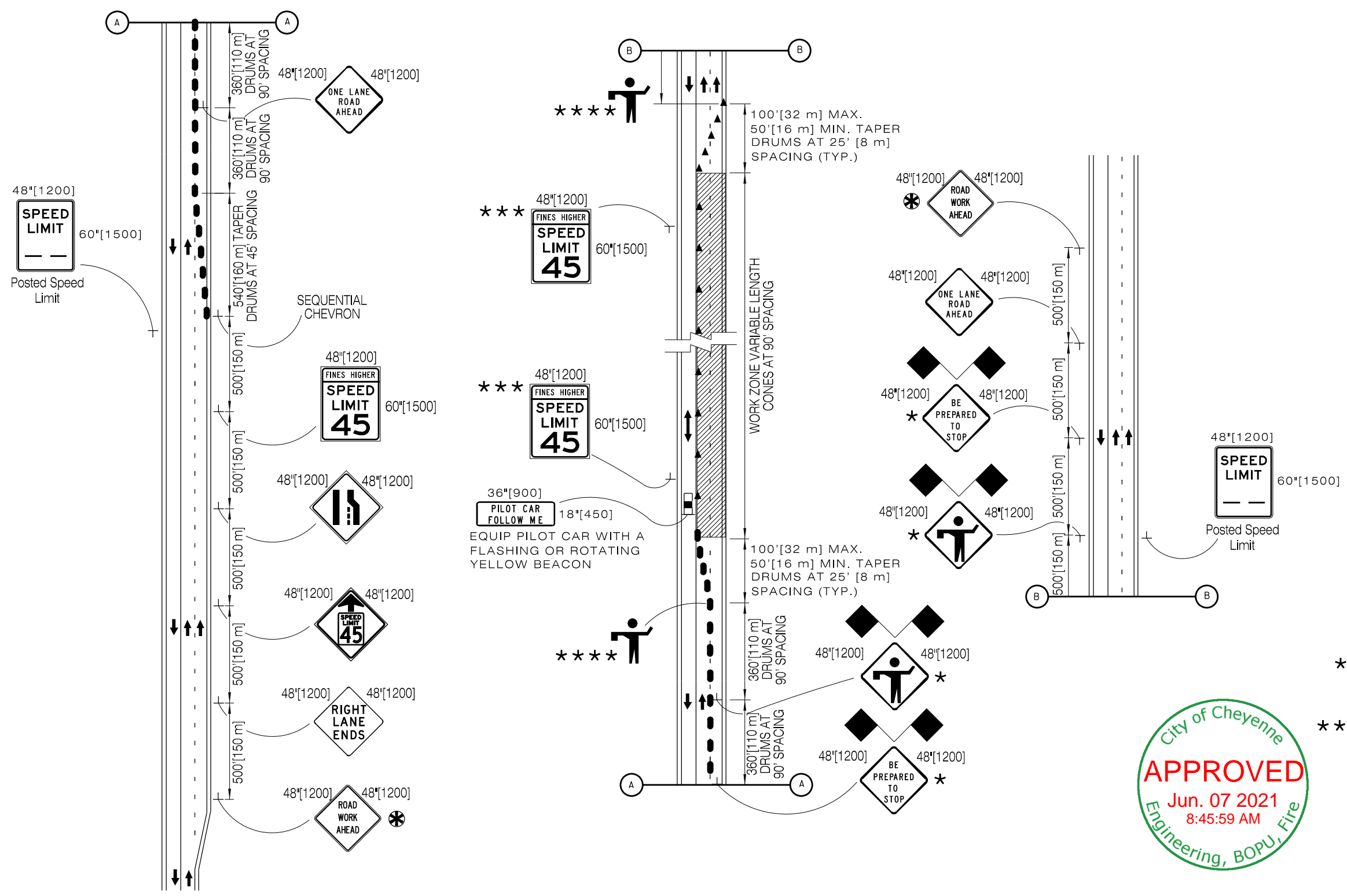


Designed by: TRAFFIC
 Drawn by: JTG
 Checked by: TRAFFIC
 Previous Dwg. No. 703-2F
TYPICAL SIGNING FOR UNPAVED SURFACE
 Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

WYOMING DEPARTMENT OF TRANSPORTATION

CONSTRUCTION TRAFFIC CONTROL TWO LANE
STANDARD PLAN

STANDARD PLAN NUMBER
703-2G
 SHEET 6 of 9
 Issued by: TRAFFIC PROGRAM
 Date Issued: OCTOBER, 2018



- LEGEND**
- DRUM, 42" CONE OR TUBULAR MARKER
 - ▲ 28" CONE

- NOTES:**
1. SIGNING IS PORTABLE. REMOVE ALL TRAFFIC CONTROL AT NIGHT TO ALLOW FULL USE OF THE ROADWAY BY THE TRAVELING PUBLIC.
 2. ON CERTAIN APPROACHES WITHIN THE PROJECT LIMITS, ADDED FLAGGING MAY BE REQUIRED WHEN THOSE APPROACHES ARE WITHIN THE WORK ZONE, AS DIRECTED BY THE ENGINEER.
 3. A MINIMUM DISTANCE OF 2000 FEET MUST REMAIN OPEN BEFORE LANE ENDS TO USE PARTIAL CLOSURE, IF LESS THAN 2000 FEET CLOSE CLIMBING/PASSING LANE COMPLETELY.

- * ADDITIONAL SIGNS ("BE PREPARED TO STOP" OR "FLAGGER AHEAD") MAY BE ADDED IF QUEUE LENGTHS ARE TOO LONG FOR THE SIGN SPACING SHOWN.
- 30"[750] Octagon
- ** STOP PLACE AT ALL APPROACHES IN WORK ZONE.
- 30"[750] WAIT FOR PILOT CAR 24"[600]
- *** SPEED LIMIT 45 SIGNS TO BE USED FOR FLAGGER CONTROL WHEN A PILOT CAR IS NOT PRESENT.
- **** FLAGGERS WITH PORTABLE TWO-WAY RADIOS MAY BE SUBSTITUTED FOR THE PILOT CAR AS APPROVED BY THE ENGINEER.
- ⊗ USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.



Designed by: TRAFFIC
 Drawn by: JTG
 Checked by: TRAFFIC
 Previous Dwg. No. 703-2F

TYPICAL SIGNING FOR TWO LANE ROADWAY WITH PARTIAL CLIMBING/PASSING LANE CLOSURE (DAYTIME OPERATIONS)

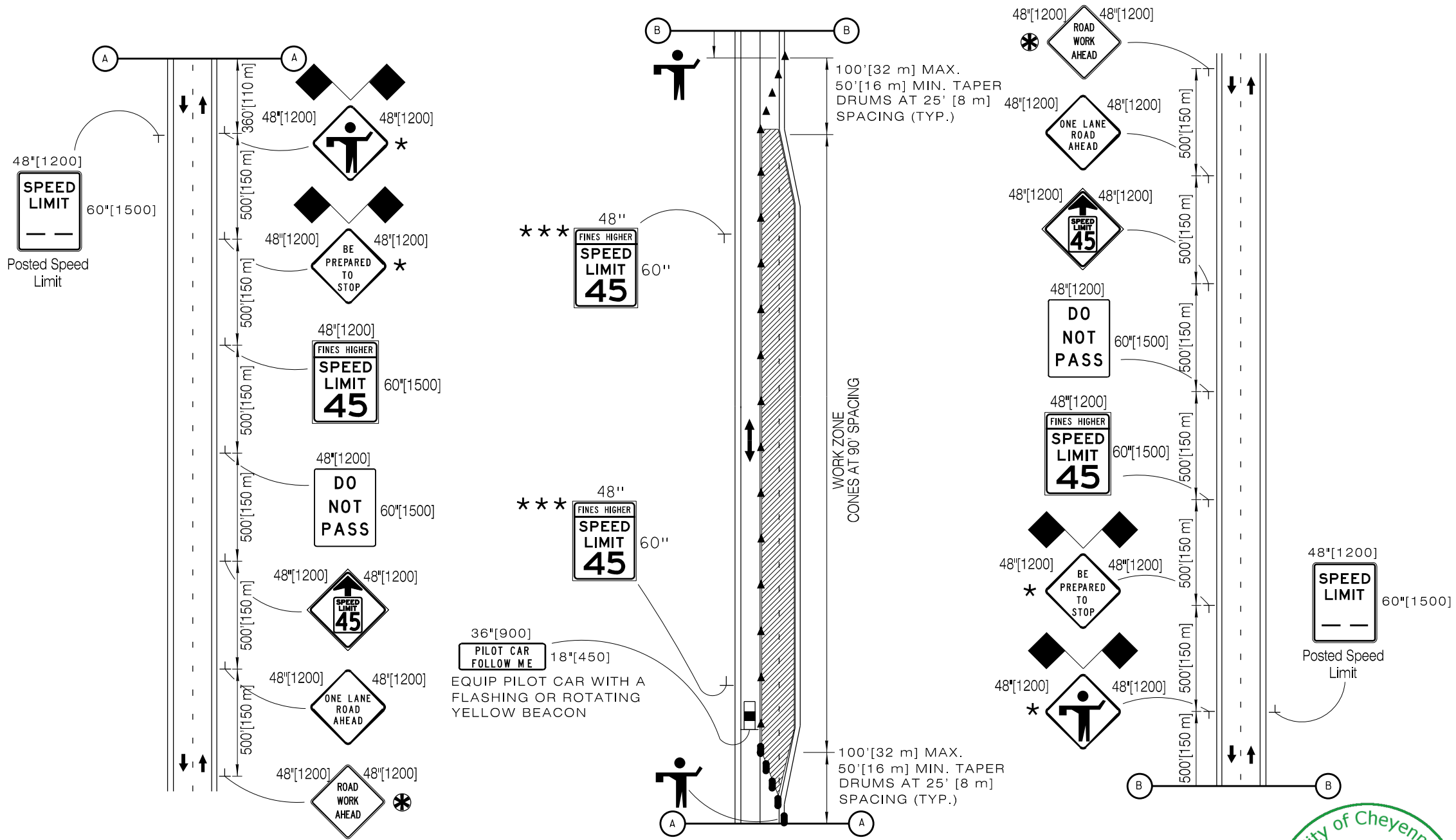
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

WYOMING DEPARTMENT OF TRANSPORTATION

CONSTRUCTION TRAFFIC CONTROL TWO LANE

STANDARD PLAN

STANDARD PLAN NUMBER
703-2G
 SHEET 7 of 9
 Issued by: TRAFFIC PROGRAM
 Date Issued: OCTOBER, 2018



LEGEND
 ● DRUM, 42" CONE OR TUBULAR MARKER
 ▲ 28" CONE

NOTES:
 1. SIGNING IS PORTABLE. REMOVE ALL TRAFFIC CONTROL AT NIGHT TO ALLOW FULL USE OF THE ROADWAY BY THE TRAVELING PUBLIC.
 2. FLAGGERS WITH PORTABLE TWO-WAY RADIOS MAY BE SUBSTITUTED FOR THE PILOT CAR AS APPROVED BY THE ENGINEER.
 3. ON CERTAIN APPROACHES WITHIN THE PROJECT LIMITS, ADDED FLAGGING MAY BE REQUIRED WHEN THOSE APPROACHES ARE WITHIN THE WORK ZONE, AS DIRECTED BY THE ENGINEER.

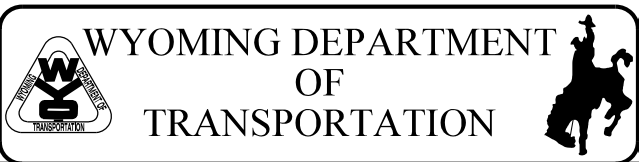
★ ADDITIONAL SIGNS ("BE PREPARED TO STOP" OR "FLAGGER AHEAD") MAY BE ADDED IF QUEUE LENGTHS ARE TOO LONG FOR THE SIGN SPACING SHOWN.
 30" [750] Octagon
 ★★ STOP PLACE AT ALL APPROACHES IN WORK ZONE.
 30" [750]
 24" [600]
 WAIT FOR PILOT CAR
 30" [750]
 24" [600]
 ★★★ SPEED LIMIT 45 SIGNS TO BE USED FOR FLAGGER CONTROL WHEN A PILOT CAR IS NOT PRESENT.
 ★ USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.



Designed by: TRAFFIC
 Drawn by: JTG
 Checked by: TRAFFIC
 Previous Dwg. No. 703-2F

TYPICAL SIGNING FOR TWO LANE ROADWAY WITH FULL CLIMBING/PASSING LANE CLOSURE (DAYTIME OPERATIONS)

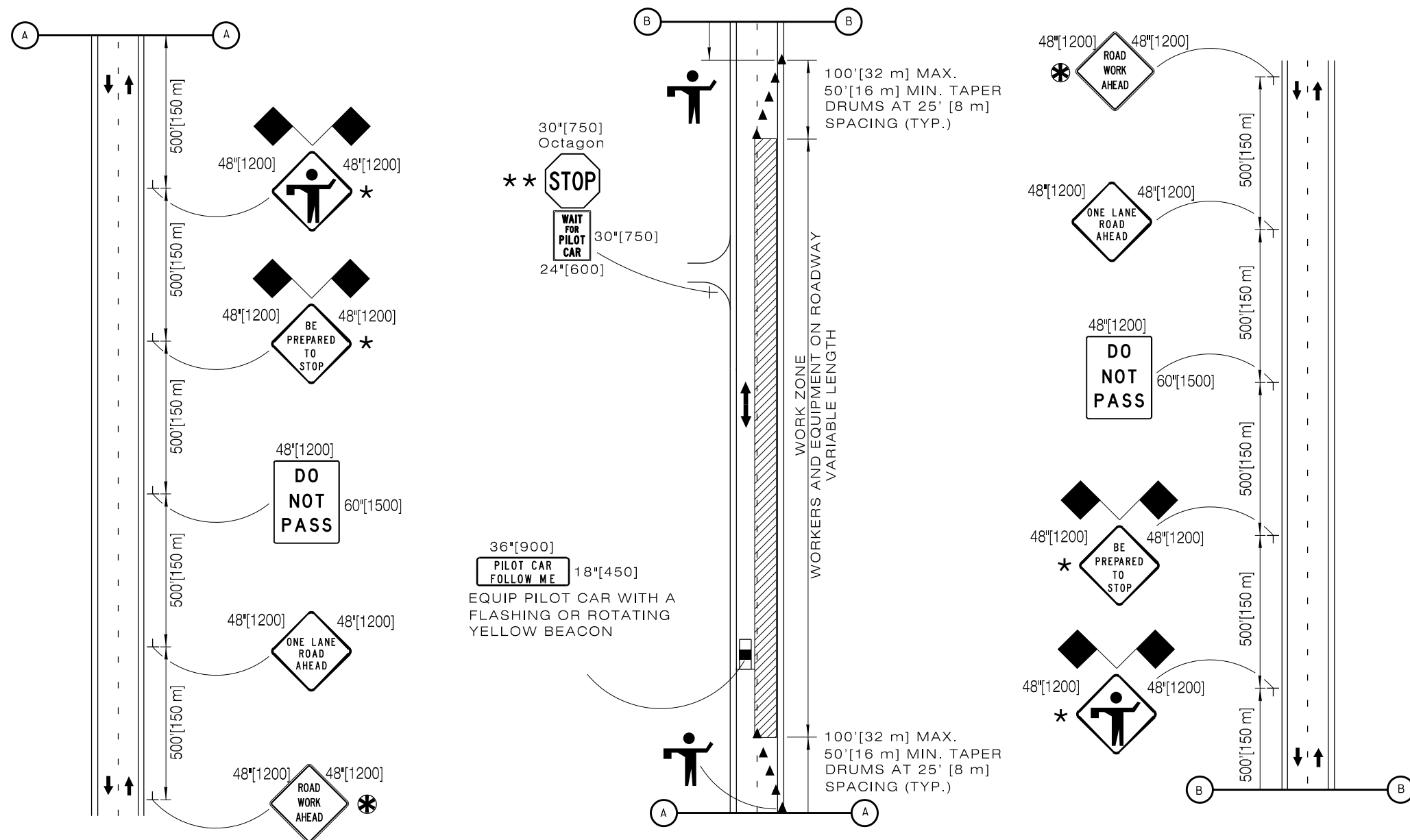
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONSTRUCTION TRAFFIC CONTROL TWO LANE

STANDARD PLAN

STANDARD PLAN NUMBER
703-2G
 SHEET 8 of 9
 Issued by: TRAFFIC PROGRAM
 Date Issued: OCTOBER, 2018



LEGEND
▲ 28" CONE

NOTE:
1. SIGNING IS PORTABLE. REMOVE ALL TRAFFIC CONTROL AT NIGHT TO ALLOW FULL USE OF THE ROADWAY BY THE TRAVELING PUBLIC.

* ADDITIONAL SIGNS ("BE PREPARED TO STOP" OR "FLAGGER AHEAD") MAY BE ADDED IF QUEUE LENGTHS ARE TOO LONG FOR THE SIGN SPACING SHOWN.

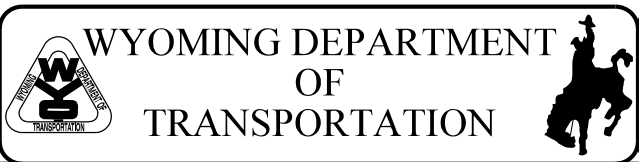
30" [750]
Octagon
** STOP
PLACE AT ALL APPROACHES AND CROSS ROADS IN WORK ZONE.
WAIT FOR PILOT CAR
30" [750]
24" [600]

⊗ USE ONLY IF NO PREVIOUS "ROAD WORK AHEAD" SIGNS WITHIN 1 MILE [1.6 km], OR IF OUTSIDE OF THE REGULAR CONSTRUCTION AREA.



Designed by: TRAFFIC	TYPICAL TRAFFIC CONTROL FOR REMOVAL OR INSTALLATION OF TRAFFIC CONTROL DEVICES
Drawn by: JTG	
Checked by: TRAFFIC	
Previous Dwg. No. 703-2F	

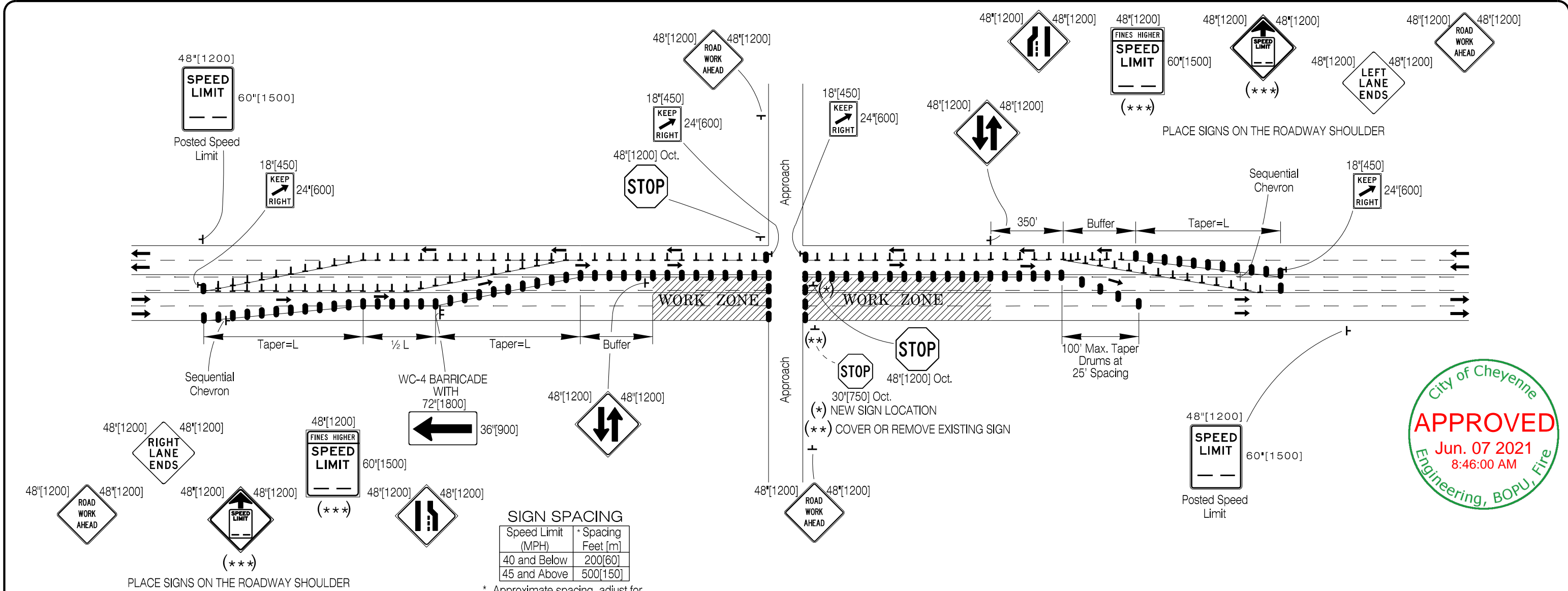
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONSTRUCTION TRAFFIC CONTROL TWO LANE

STANDARD PLAN

STANDARD PLAN NUMBER 703-2G
SHEET 9 of 9
Issued by: TRAFFIC PROGRAM Date Issued: OCTOBER, 2018



PLACE SIGNS ON THE ROADWAY SHOULDER

GUIDELINES FOR TAPER LENGTHS AND LONGITUDINAL BUFFER SPACES FOR 12 FOOT[3.6 m] WIDE LANES

Speed Limit (MPH)	Taper Length (L) Ft [m]	Number of Devices on Taper	Spacing of Devices on Taper Ft [m]	Spacing of Devices on Tangent Ft [m]	Buffer Length Ft [m]
20	100[30m]	5	20[6m]	40[12m]	115[35m]
25	125[40m]	6	25[7m]	50[15m]	155[47m]
30	180[60m]	7	30[9m]	60[18m]	200[61m]
35	245[75m]	8	35[10m]	70[20m]	250[76m]
40	320[100m]	9	40[12m]	80[25m]	305[93m]
45	540[160m]	13	45[14m]	90[27m]	360[110m]
50	600[180m]	13	50[15m]	100[30m]	425[130m]
55	660[200m]	13	55[17m]	110[33m]	495[151m]
60	720[220m]	13	60[18m]	120[37m]	570[174m]
65	780[240m]	13	65[20m]	130[40m]	645[197m]
70	840[260m]	13	70[21m]	140[43m]	730[223m]

Approximate spacings, adjust for field conditions (sight distance for approaches, obstacles, etc.)

SIGN SPACING

Speed Limit (MPH)	* Spacing Feet [m]
40 and Below	200[60]
45 and Above	500[150]

* Approximate spacing, adjust for field conditions (block spacing, sight distance for approaches, obstacles, etc..)

(*) TYPICAL SPEED REDUCTIONS**

Posted Speed Limit (MPH)	Reduced Speed Limit (MPH)
30	20
35	25
40	30
45	30
50	35
55	40
60	45
65	45
70	45

NOTES:

1. Consider using different types of channelizing devices on each side of the traveled way to reduce motorist confusion.
2. Minimum traveled way width between channelizing devices is 11 feet [3.4 m].
3. For intermediate-term situations, when it is not feasible to remove and restore pavement markings, the channelization must be made dominant by using a very close device spacing. This is especially important in locations of conflicting information, such as where traffic is directed over a double yellow centerline, in such locations a maximum channelizing device spacing of 10 feet [3 m] is recommended.

LEGEND

- WORK ZONE
- DRUM
- DRUM WITH SIGN
- 42"[1050] CONE OR TUBULAR MARKER (28"[700] CONE MAY BE SUBSTITUTED AS APPROVED BY THE ENGINEER DURING DAYLIGHT HOURS ONLY).

Designed by: TRAFFIC Drawn by: JTG Checked by: TRAFFIC Previous Dwg. No. 703-5C	HALF ROAD CLOSURE ON MULTI-LANE HIGHWAYS WITH CENTER TWO-WAY LEFT TURN LANE	<p>WYOMING DEPARTMENT OF TRANSPORTATION</p>	<p>CONSTRUCTION TRAFFIC CONTROL STANDARDS</p> <p>STANDARD PLAN</p>	STANDARD PLAN NUMBER 703-5D SHEET 2 of 2 Issued by: TRAFFIC PROGRAM Date Issued: OCTOBER, 2018
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Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.

PART 8 - FEDERAL PROVISIONS

CITY OF CHEYENNE, WYOMING

This project is funded via a Wyoming Department of Transportation (WYDOT), federal funding grant. The Bid award is dependent upon acceptance and approval from WYDOT, and compliance with the below Federal Provisions. The Federal Provisions included in this Part 8 are provided by WYDOT.

CITY OF CHEYENNE, WYOMING

- 1. FHWA 1273**
- 2. Supplemental Information to FHWA 1273**
- 3. Disadvantaged Business Enterprise (DBE)**
- 4. Disadvantaged Business Enterprise (DBE) Certification**
- 5. Changed Conditions Clause**
- 6. Bidder Preference**
- 7. Federal Wage Rate Determination**
- 8. Title VI/EEO Requirements**
- 9. Contractor's Required Participation (Subcontracting)**
- 10. Acceptance of Contract Work Materials**
- 11. Competitive Bidding Reserved to Private Contractors**
- 12. Contractor Provided Labor, Materials and Equipment**
- 13. Job Site Posters**
- 14. Buy America**
- 15. Specific Equal Employment Opportunity Responsibility**
- 16. Non-collusion Statement**
- 17. Lobbying Certification**
- 18. Suspension and Debarment Certification**
- 19. Prompt Payment for Satisfactory Performance of Work and Retainage**
- 20. Bid Rigging**
- 21. Registration with the Secretary of State**
- 22. Wage Compliance Statement**
- 23. Bidder Certification**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Local Governments awarded Federal Funds for projects must ensure a Disadvantaged Business Enterprise (DBE) has an equal opportunity to compete for and perform contracts and subcontracts. They are required to use best efforts to solicit bids from and maximize use of DBE (sub) contractors.

If subcontracting opportunities arise at a later date, solicit bids from DBEs qualified to perform work. Submit a list of the DBEs contacted to the WYDOT Civil Rights Office prior to submitting the proposed subcontract for approval.

Do not discriminate or allow subcontractors to discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Carry out applicable requirements of 49 CFR part 26 in the award and administration of this USDOT assisted contract. Failure to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the department deems appropriate.

Take reasonable steps, and make certain all subcontractors do the same, to ensure that DBE small businesses have fair opportunity to compete for and perform work provided in this contract.

Documented Bid Solicitation:

Provide, and ensure all subcontractors provide, documented bid solicitation affirmative action in securing DBE participation for subcontract work. Record documented bid solicitation efforts on form E-91-LPA. Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms. That documentation includes but is not limited to the following:

A. Documentation of DBE Participation efforts:

1. List each DBE firm contacted for quotes and each DBE firm that supplied quotes although not solicited. Include the type of work for which quotes were requested for each item.
2. Complete all portions of the E-91-LPA form including the firm name, type of work or materials requested; contact method and the contact date. The Contact Results section should indicate if there was No Response, the firm was Not Interested, Not quoting on this project, Quote submitted – See bid or Quote submitted – not used. If the quote was not used, you should indicate the name and amount of quote for the non-DBE firm that will be used to do the same work.
3. At anytime, WYDOT or the Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms.

4. Failure to meet the previous requirements will be grounds for a determination of lack of documented bid solicitation effort, and the contract may be awarded to the next lowest responsive bidder who has exhibited documented bid solicitation efforts.

B. Documented bid solicitation affirmative action includes but is not necessarily limited to the following:

1. Advertising in general circulation, trade association, and minority focus media concerning the DBE subcontracting opportunities;
2. Providing written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited, in sufficient time to allow them to participate effectively;
3. Following up the initial solicitations of interest by contacting DBEs to determine with certainty whether they are interested;
4. Selecting portions of the work of the contract that could be performed by DBEs;
5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract;
6. Making an effort to negotiate with DBEs interested and not rejecting any DBEs as unqualified;
7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
8. Effectively using the services of available minority community organizations, minority contractor groups, local, state, and federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs;
9. Use documented bid solicitation effort actions when securing replacements for each DBE that has provided written documentation to the contractor, as to why the DBE firm is unable to honor a commitment to do subcontract work or supply materials.

For information concerning the counting of DBE participation, refer to WYDOT's Disadvantaged Business Enterprise Program Plan. The WYDOT's DBE Program Plan and a current DBE certification listing are available on the WYDOT web page.

COMMERCIALY USEFUL FUNCTION:

Ensure the DBE performs a commercially useful function (CUF) in the work of a contract. A DBE is considered to perform a CUF when it is solely responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing,

managing, and supervising the work involved, consistent with industry practices. In determining whether a DBE has performed a CUF in the work of a contract, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. Only expenditures to a DBE that performs a CUF in the work of a contract will be counted toward DBE participation. It is not consistent with industry practices if a DBE enters into a subcontract to perform certain elements of the work of a contract if it does not own, lease, or operate the necessary equipment to perform the work.

A DBE may lease equipment from the contractor, provided a rental agreement, separate from the subcontract, specifying the terms of the lease arrangement is approved by the State Construction Engineer prior to the DBE starting the work. Bill the DBE as specified in the equipment lease. Do not deduct lease payments from the DBEs progress payments.

CONTRACTOR ASSISTANCE:

Provide direct assistance to DBE subcontractors and DBE materials suppliers in analyzing plans and specifications, securing bonding, and in the planning and management of the subcontract work. Ensure such assistance is on a limited basis and is designed to enhance the growth and competitiveness of the DBE. Long term, continual, or repetitive assistance by a contractor to the same DBE may be construed as disproportionate dependence upon the contractor. In all instances, ensure a DBE maintains its managerial and operational responsibilities for compliance with the CUF requirement. Do not prepare bids for a DBE.

MEASUREMENT and PAYMENT:

Work related to the provisions of this specification, including but not limited to pursuit of DBE participation, providing assistance to DBE subcontractors or DBE materials suppliers in analyzing plans and specifications, securing bonding in the planning and management of the subcontract work, and in meeting the requirements of this specification, will not be measured or paid for separately but is considered incidental to the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Bidder certifies that:

It has taken affirmative action to seek out and consider Disadvantaged Business Enterprises (DBEs) as potential subcontractors. DBE is a certification program under the U.S. Department of Transportation for minority – or women-owned – operated and controlled firms that are involved in highway and airport construction.

It has taken affirmative action to seek out and consider DBEs as potential suppliers.

Further, the Bidder shall:

Specifically describe, on separate lines of this form, each component of work of the contract to be subcontracted to each DBE Firm is being used as a supplier of materials and for other subcontract work (e.g. furnish sign materials as a supplier and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once performing subcontract work.

List all contacts and follow-up contacts made with the potential DBE subcontractors and DBE material suppliers. (If necessary, use additional sheets).

List the dollar amount quoted by each responding DBE subcontractor for the work described in accordance with "B" above and the dollar amount quoted by each DBE material supplier for the materials described in accordance with "A" above.

Only those DBEs possessing current certification by WYDOT will be eligible to meet the requirements of the DBE program.

Indicate responding DBEs that will be used, and those that will not be used.

Bidder does not intend to subcontract

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method	Contact Date	Contact Result
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response

				<input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
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Standardized Changed Condition Clauses - 23 CFR 635.109

a. Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

1. *Differing site conditions.*

- i. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- ii. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- iv. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

2. *Suspensions of work ordered by the engineer.*

- i. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- ii. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

iv. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3. *Significant changes in the character of work.*

i. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

ii. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

iii. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

iv. The term "significant change" shall be construed to apply only to the following circumstances:

A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

B. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

b. The provisions of this section shall be governed by the following:

1. Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

2. Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or

clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

c. In the case of a design-build project, STDs are strongly encouraged to use “suspensions of work ordered by the engineer” clauses, and may consider “differing site condition” clauses and “significant changes in the character of work” clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

BIDDER PREFERENCE

The provisions of Wyo. Stat. § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials DO NOT apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements.

GROUP 1: Erector & Installer (fences, guardrail & barrier); Flag persons (traffic control); Form Strippers; General Laborers, Heater Tender; Material Checker; Pilot Car Driver; Pick-up Truck Driver; Pre-watering; Presetting & Pre-irrigation (all work); Riprap Man; Tar & Asphalt Pot Tender.

GROUP 2: Asphalt Raker and Tamper; Bin Wall Installer; Chain Saw Operator (clearing & grubbing); Concrete Saw (all types); Dump Man; Form Setter (paving); Hand Operated Vibratory Roller; High Scaler; Jackhammer & Pavement Breaker; Landscaper, Landscape Laborer; Maintainer (traffic control); Mortar Man on Stone Riprap; Nozzle Man (air, water, gunite & sandblasting); Pipe Setter (all pipe types); Tamper Operator (pneumatic, electric, gas & similar)

GROUP 3: Drill Doctor; Form Setter and Mover; Spader: Spilling and/or Caisson Worker; Miner (driller); Machine Man; Timber Man; Powderman, Blaster, Tender; Wagon Drill, Air-Trac. (diamond and other drills for blasting powder or grouting).

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 20.56	8.86
GROUP 2.....	\$ 21.36	8.86
GROUP 3.....	\$ 22.69	8.86

POWER EQUIPMENT OPERATOR CLASSIFCATIONS

ALL ELECTRICAL WORK IS EXCLUDED. FOR ELECTRICAL WORK, USE

EQUIPMENT OPERATOR CLASSIFICATION LISTED UNDER ELECTRICAL

CONSTRUCTION

GROUP 1: Air Compressor (all types); Backhoes & Excavators (to 5 CY.); Batch Bin Weighman, Sissorman or Hopper; Broom Operator (self-propelled); Chip Spreader Operator; Conveyor Belt Operator; Crusher Oiler; Form Grader Operator; Joint Machine Operator; Longitudinal Float Operator; Oiler, Utility; Power Loader (belt & bucket type); Pump Operator; Roller Operator, self-propelled (Dirt); Skid Steer (all attachments); Tire Repairman (large construction equip. tires); Tractor Operator (farm with or w/o power attachments); Tugger (all types).

GROUP 2: Articulated Rock Truck (all capacity); Asphalt Plant Operator; Backhoe, Excavator & Shovel (6 CY. & larger); Batch Plant Operator; Bituminous Laydown Machine Operator; Concrete Batch Plant Operator; Concrete Finish Machine Operator; Concrete Spreader & Paver Operator; Concrete Multi Blade Span Saw (Hunt process); Crusher Operator; Dozer Operator (all sizes & power attachments); Draglines, Cranes, Piledriver & Truck Mounted Cranes (Mfg. Rating: less than 3.5 CY., and /or less than 50 Tons, all attachments); Drilling Machine, Integrated (all types); Front End Loaders (1.5 up to 10 CY.); Hydro-type Crane (to 50 tons); Mixer Operator, Concrete (over 1yd.); Motor Patrol Operator (all excluding finish); Mulching Machine Operator; Oiler (crane & shovels); Pavement Breaker; Hydro-Tamper & similar; Roller Operators, Asphalt (steel & pneumatic); Roto-Milling Machine (under 8 ft. wide); Scraper Equipment (all types and sizes; Screed Operator; Trenching Machine Operator.

GROUP 3: Draglines; Cranes; Piledrivers & Truck Mounted Cranes (Mfg. Rating: 3.5 CY. or larger and/or 50 tons & larger, all attachments); Front End Loaders (over 10 CY.); Heavy Duty

Mechanic; Machine Doctor; Hoist Operator (two or more drums, shafts, or raises); Mixer Operator (dual drum); Motor Patrol Operator (finish); Roto-Milling Machine (8 ft. & larger).

TRUCK DRIVER

GROUP 1.....	\$ 18.18	8.86
GROUP 2.....	\$ 19.28	8.86

GROUP 1: ?A? Frame Truck Driver; Coring Machine (self propelled); Dump Truck Driver (to and including 13 CY.); Flat Rack Material Truck Driver (to 5 tons); Fuel Service Truck Driver; Gang Truck Driver; Gravel Spreader; Greaseman, Tireman; Serviceman; Oil Distributor Driver (to & including 3,600 gal.); Snow Plow Driver (the CY. rate of the truck); Transit Mix or Wet Mix Truck Driver; Utility Winch Truck Driver; Water Truck Driver (to & including 3,600 gal.).

GROUP 2: Dump Truck Driver (14 to 45 CY.); Flat Rack Material Truck Driver (over 5 tons); Low Boy & Tandem Axle Float Driver; Multiple Axle Type Truck (semi); Oil Distributor Driver (over 3,600 gal); Truck Mechanics; Water Truck Driver (over 3,600 gal.); Winch Trailer Truck Driver.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	
WYDOT Project #:	
Project Location:	
Phone #:	

TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator:	Signature:	Date:
Title VI/EEO Coordinator Work Title:	Email Address:	Phone #:

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name:	Signature:
Appointing Official's Work Title:	Date:

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or lisa.fresquez@wyo.gov.

The United States Department of Transportation

Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

_____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“ _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”;

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, _____ also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

_____ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **FHWA Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By: _____
(Signature of Authorized Official)

DATE: _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that _____ will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21st Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto _____ all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto _____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on _____, its successors and assigns.

_____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by _____ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the _____ will there upon revert to and vest in and become the absolute property of _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Contractor's Required Participation

The contractor is responsible for completion of the project as specified; no subcontract releases the contractor from the contract obligations. The contractor must perform work equaling at least 30 percent of the value of the original contract amount using his or her own organization. In computing the contractor's required participation, the department will exclude the value of designated "specialty items" from the contract amount and the subcontracted amount.

Acceptance of Contract Work Materials Certification

LPA will make payments at least once each month. Additional payments may be made if the work total exceeds \$5,000 and a request is made by the contractor. Payments will be based on the engineer's estimates of the value of work performed and materials complete-in-place, in accordance with the contract, and for materials delivered, in accordance with Payment for Material on Hand below. The contractor may choose cut-off dates of the 1st, 10th, or 20th of the month for the progress payments.

Payment for Material on Hand

LPA may pay for materials stockpiled or stored for later use on the project and for which the contractor provides acceptable documentation indicating the material meets contract requirements. Stockpiled or stored materials may be located on the project or at acceptable, bonded facilities elsewhere, which the department reserves the right to inspect. LPA will not make such payment without a written request received at least 10 calendar days before the date of the next scheduled progress payment and may not pay more than 65 percent of the item's original bid extension. Include with the written request the following information as appropriate:

1. Purchased Materials. Support material and shipping costs by invoices, freight bills, or other information required by the engineer. The engineer may exceed the 65 percent limit if adequate documentation can be provided.
2. Stockpiled Aggregate. Submit a production statement supporting the crushing and transport costs, if applicable.

Payment for stockpiled or stored materials does not constitute acceptance, and the department may later reject materials for which it has made such payment.

Initial source documents pertaining to the determination of pay quantities are among those records and documents which must be retained pursuant to 49 CFR part 18.

COMPETITIVE BIDDING

The undersigned Bidder certifies that it and all of its contracted subcontractors are private contractors and are NOT public agencies.

The person, or persons, signing this proposal on behalf of the Bidder certify that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of said Proposal.

This certification of free competitive bidding is made subject to the penalty of perjury in accordance with the laws of the U.S. Government and the State of Wyoming.

LABOR, MATERIALS AND EQUIPMENT

CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the Site.

CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuels, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the WORK.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Contractor on site: The contractor shall provide a project superintendent on-site at all times during construction activities. The superintendent shall be responsible for, but not limited to the following tasks:

1. Must be knowledgeable and familiar with plans, specs, addendums, and shop drawings.
2. Must review and approve shop drawings with signature.
3. Manage and oversee the construction activities of all sub-contractors.
4. Review and approve shop drawings of sub-contractors.
5. Review stakeout data, survey stakes and verify against the design plans prior to, and during, and during, associated construction activity.
6. Obtain approval from the owner/engineer prior to beginning any force account efforts.
7. Provide an accurate weekly construction schedule.
8. Available during non-working hours for emergencies and stormwater management erosion control.

JOB SITE POSTERS

A bulletin board at the job site must display the required posters. For a project with no specific “site” at a minimum, the foreman must have a notebook that includes all the required postings. A list of the required posters is available at:

http://www.dot.state.wy.us/home/business_with_wydot/civil_rights.default.html

MATERIALS AND BUY AMERICA CERTIFICATION

Requirements for Steel and Iron

This contract requires the use of domestic iron and steel in the permanent components of a project. "Domestic" means all manufacturing processes occur within the United States. Such processes include, but are not limited to, rolling, extruding, machining, bending, grinding, drilling, and coating or similar processes to manufacture or modify the physical properties or chemical composition of iron or steel. Coatings include any protective or value-enhancing process. The City will, however, accept:

1. Foreign iron or steel components whose total combined value, including the cost of delivery to the project, does not exceed 0.1 percent of the total contract amount, or \$2,500, whichever is greater.
2. The use of the following non-domestic raw materials: scrap, pig iron, and processed, pelletized, and reduced iron ore.
3. Non-domestic items that are used temporarily then abandoned in place at the contractor's convenience.

For iron and steel components, obtain from the manufacturer and provide to the engineer a material test report or certification that states clearly the country of manufacture. Include two copies of the itemized invoices for materials used and transportation costs for shipment to the project.

Ensure that foreign-made bolts, fasteners, and associated hardware are tested and certified by an independent domestic testing laboratory in accordance with *WYDOT's Standard Specifications for Road and Bridge Construction, Division 800, Materials*. Submit the test data and certifications to the engineer before use.

To seek a waiver of these provisions, submit a written request to the engineer. Accompany the request with supporting information showing that the specified steel or iron products are not manufactured in the United States in sufficient, available quantities of satisfactory quality. The City will not grant time extensions or pay compensation for delays resulting from processing such a request.

Requirements for Domestic Preferences for Procurements

2 CFR § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not

limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS

I. General

A. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions form FHWA-1273 and these certifications and clauses which are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these certifications and clauses shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

B. The Bidder will work with LPA and WYDOT in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

C. The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Bidder will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

II. Equal Employment Opportunity Policy

The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

III. Equal Employment Opportunity Officer

The Bidder will designate and make known to LPA contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

IV. Dissemination of Policy

- A. All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- i. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - ii. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - iii. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.
- B. In order to make the Bidder's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, *i.e.*, schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- i. Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

ii. The Bidder's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

V. Recruitment

A. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the Bidder has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Bidder's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

C. The Bidder will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

VI. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

A. The Bidder will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Bidder will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

C. The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

D. The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

VII. Training and Promotion

A. The Bidder will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

B. Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

C. The Bidder will advise employees and applicants for employment of available training programs and entrance requirements for each.

D. The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

VIII. Unions

If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

A. The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

B. The Bidder will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

C. The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder, the Bidder shall so certify to LPA and shall set forth what efforts have been made to obtain such information.

D. In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Bidder shall immediately notify LPA.

IX. Subcontracting

A. The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders shall obtain lists of minority-owned construction firms from the WYDOT DBE program.

B. The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

C. Bidder agrees to pay subcontractors within thirty (30) days of payment from LPA, for all satisfactory work performed, and retainage.

X. Records and Reports

A. The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate:

i. The number of minority and non minority group members and women employed in each work classification on the project.

ii. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their workforce),

iii. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

iv. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of LPA and WYDOT.

C. The Bidder will submit an annual report to LPA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

NON-COLLUSIVE BIDDING

I. That by submission of this bid, each bidder and each person signing on behalf of any bidder, certifies as to their own organization, under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder, or with any competitor for the purpose of restricting competition.

B. Unless required by law, the prices which have been quoted in this bid have not been knowingly disclosed and shall not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to opening of bids.

C. No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

II. A bid will not be considered for award, nor will any award be made where there has not been compliance with I-A, B and C above. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the certification cannot be made. Where I-A, B and C above have not been complied with, the bid will not be considered for award, nor will any award be made unless the Department determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured; or has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or has sold the same items to customers at the same prices being bid, does not constitute a disclosure within the meaning of subparagraph I-A above.

The bid made to LPA shall be deemed to have been authorized by the Board of Directors of the bidder. Such authorization shall be deemed to include the signing and submission of the bid, and the inclusion therein of the certificate as to non-collusion on the part of the corporation.

The signers of this proposal hereby tender to LPA this sworn statement that the named Contractor has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this proposal.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
YES () NO ()

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?
YES () NO ()

III. Has any interested party have a debarment pending?
YES () NO ()

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?
YES () NO ()

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES () NO ()

Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION

The person or persons signing this proposal do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

PROMPT PAYMENT

Bidder agrees to pay subcontractors within thirty (30) days of payment from LPA, for all satisfactory work performed, and retainage.

REPORTING BID RIGGING ACTIVITIES

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

To report bid rigging activities call: 1-800-424-9071 or E-mail hotline@oig.dot.gov

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

I. Bidder is a corporation or limited liability company? YES () NO ()

II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES () NO ()

WAGE COMPLIANCE REQUIREMENTS

Wyoming State Statute 16-6-110. Work hours on public works: eight hour day, forty hour week limitation; overtime; exceptions.

(a) No person shall require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivisions except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week provided the employee shall be paid at the rate of one and one-half (1½) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week.

WYOMING STATE STATUTE REQUIRES PAYMENT OF OVERTIME ON HOURS IN EXCESS OF FORTY (40) HOURS IN ANY ONE (1) WEEK.

For Pit Sources, Borrow Sources, or any other sources in which roadway material is either crushed, quarried, stripped or borrowed for use in construction of a roadway, the following will apply:

(a) If the contract stipulates a state available source and the Contractor uses this source, Davis-Bacon Regulations apply.

(b) If the contract stipulates a contractor furnished source, or a contractor furnished source is utilized in lieu of a state available source, and the contractor furnished source is solely produced for this contract and the material is not available to the general public, Davis-Bacon Regulations apply.

(c) If the Contractor elects to use a commercial source, or, when a commercial source is utilized in lieu of a state available source or contractor furnished source, Davis-Bacon Regulations do not apply.

BIDDER CERTIFICATION

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses.

Bidder
Name: _____

Printed Name of Bidder's Authorized Signatory: _____

Bidder
Address: _____

Signature of Authorized Signatory: _____

Date: _____

Traffic Control

Traffic control shall be mainlined as an ongoing process throughout the duration of the work. Contractor shall make all the necessary provisions for the maintenance of public traffic and shall conduct his operations so as to offer the least possible obstruction and inconvenience to public traffic. Traffic control devices and operations dealing with public traffic and roadways shall be in accordance with applicable Wyoming laws, the Manual on Uniform Traffic Control Devices for Streets and Highway, WYDOT Manual on Traffic Control for Roadway Work Operation, and in accordance with the regulations of the City.

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 VECF”.

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
12. Reference Specifications.

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 RESPONSIBILBILTY 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 01041.1.01.I. 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:

HOLIDAY	DATE
New Year’s Day	January 1 st
Martin Year’s Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran’s Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25 th

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”.

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.

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.

ADVERSE WEATHER TABLE

<u>MONTH</u>	<u>DAYS</u>	<u>MONTH</u>	<u>DAYS</u>	<u>MONTH</u>	<u>DAYS</u>
January	8	May	4	September	2
February	8	June	3	October	4
March	7	July	2	November	5
April	6	August	2	December	7

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.