



CONSTRUCTION CONTRACT 0007 LARAMIE COUNTY CHIP SEAL 2026

THIS CONTRACT is dated June 3, 2026, by and between Laramie County, Wyoming Government (hereinafter called Owner) and A-1 Chipseal Company (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project for which the Work under the Contract Documents is generally described is as follows and in accordance with Exhibit A, Construction Plans and Specifications attached hereto and incorporated by this reference:

1. Archer Complex Roads (Prairie Center Circle, Archer Parkway, Field Station Way, Archer Ranch Road, Thunder Road, Bullseye Blvd, and the County Fair Loop Road).
2. Railroad Road (From U.S. 30 northeast to end of existing pavement).
3. Road 142 (All existing pavement from I-80 Service to RR tracks, also through Hillsdale to 143 and the RR tracks).
4. Road 213 (From Road 142 through Burns to State Hwy 213 on east side of Burns).
5. Old State Highway 213 (from I-80 Service Road to County Road 213).
6. Road 156 (from I-80 Service Road to Road 210), Road 210 (from Road 156 to Road 161), Road 161 (from Road 210 to I-80 Service Road), and I-80 Service Road (from Road 161 to Parson Street in Pine Bluffs).
7. Road 212 (from Road 161 to US 30).

Article 2. ENGINEER

BenchMark Engineers, P.C.
1920 Thomes Avenue, Suite 320
Cheyenne, WY 82001
(307) 634-9064

Hereinafter called Engineer, will assume all duties and responsibilities, and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if Work is not Substantially Complete within the time specified in this paragraph, plus any extensions thereof allowed in accordance with the General Conditions. Per Wyoming Statute § 16-



6101(a)(xi), Substantial Completion or substantially complete means the public entity (Owner) has determined that the construction of the public work or designated portion thereof is sufficiently complete in accordance with the contract and associated documents so that the work may be occupied or utilized for its intended purposes. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for failure to reach Substantial Completion or Final Acceptance dates, (but not as a penalty) Contractor shall pay Owner as set forth hereafter.

Completion dates can be modified by written Amendment between Owner and Contractor.

1. **Substantial Completion:** Substantial Completion: Contractor shall pay Owner Liquidated Damages in the amount of Two Thousand Two Hundred Fifty Dollars (\$2,250) for each calendar day or fraction thereof that expires after September 30, 2026, until the work is Substantially Complete
2. **Final Acceptance:** After Substantial Completion, Contractor shall pay Owner Liquidated Damages in the amount of Two Thousand Dollars (\$2,000) for each calendar day or fraction thereof that expires after the Final Acceptance Date of October 31, 2026, until the Work is ready for Final Payment and Acceptance. Final acceptance tasks shall include all items listed in the Contract Documents and Specifications.

Article 4. CONTRACT PRICE

Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in the not to exceed cost of One Million Seven Hundred Sixty-Four Thousand Twenty-Three Dollars (\$1,764,023) in accordance with Exhibit B, attached hereto and incorporated by this reference.

Whenever any portion of the Work is to be performed for Contractor by a Subcontractor, Contractor shall have identified in writing, and given to Owner prior to the Notice of Award, those portions of the Work that Contractor proposes to subcontract. After the Notice of Award, Contractor may only subcontract portions of the Work with the Owner's prior written consent. After Contract execution, subcontractors can only be changed with prior written consent of the Owner.

Article 5. CHANGES IN THE WORK

The amount of any increases or decreases in the Contractor's Fee which results from a Change Order shall be set forth in the applicable Change Order. No increases or decreases in the Contractor's Fee will be allowed without an approved Change Order.



Article 6. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Conditions. The Applications for Payment will indicate the amount of the Contractor's Fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications of Payment as recommended by Engineer. All such payments shall be subject to the limitations of the Bid Schedule.

All such payments will be on the basis of the progress of the Work measured by the Schedule of values provided for in the General Conditions.

Payments prior to Final Payment shall be in an amount equal to 90% of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the schedule of values provided for in the General Conditions.

- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph.

- 6.3 All payments shall be made in accordance with W.S. § 16-6-602.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, the Contractor makes the following representations:

- 7.1 Contractor has become familiar with the nature and extent of the Contact Documents, work locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contact Documents and the written resolution thereof by Engineer is acceptable to Contractor.

Article 8. ACCOUNTING RECORDS

Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract, and the accounting methods shall be satisfactory to



Owner. Contractor shall preserve all such documents for a period of three (3) years after the final payment by Owner.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between Owner and Contractor are attached and incorporated into this Contract, and made a part hereof consist of the following:

- 9.1 This Contract.
- 9.2 Notice of Award, Section 0001.
- 9.3 Notice to Proceed, Section 0002.
- 9.4 Performance and Payment Bonds, Section 0003.
- 9.5 Contractors Certificate of Completion, Section 0004.
- 9.6 Consent of Surety for Final Payment, Section 0005.
- 9.7 Final Waiver of Lien, Section 0006.
- 9.8 Affidavit of Release of Liens, Section 0007.
- 9.9 Affidavit of Payment, Section 0008.
- 9.10 Contract Payment Request, Section 0009.
- 9.11 General Conditions, Section 0010.
- 9.12 Supplementary Conditions, Section 0011.
- 9.13 Drawings consist of sheets: Cover and sheets 1 through 26, inclusive, with each sheet bearing the following general title: Laramie County Chip Seal 2026, attached hereto as Exhibit A.
- 9.14 Bid Schedule, attached hereto as Exhibit B.
- 9.15 Addenda to the Invitation to Bid, attached hereto as Exhibit C.
- 9.16 Schedule of Subcontractors, attached hereto as Exhibit D.
- 9.17 Special Provisions, attached hereto as Exhibit E.
- 9.18 Certificate of Insurance



- 9.19 Wyoming Public Works Standard Specifications - 2023 Edition, with amendments.
- 9.20 Any modifications, including change orders, duly delivered after execution of this Contract.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may be altered, amended, or repealed only by a Modification (as defined in the General Conditions).

Article 10. MISCELLANEOUS

- 10.1 Terms used in this Contract which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by the law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 Owner and Contractor each bind themselves their partners, successors, assigns and legal representatives to the other party hereto, and the partners, successors, assigns and legal representatives of the other party, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 Retention of Records: Contractor agrees to retain all required records for three (3) years after Owner makes final payment and all other matters relating to the Contract are concluded. Contractor agrees to permit access by the Owner or any of its duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Contract for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by Contractor under this contract shall be considered the property of the Owner and upon completion of the services to be performed, or upon termination of this Contract for cause, or for the convenience of the Owner, will be turned over to the Owner.
- 10.5 Independent Contractor: The services to be performed by Contractor are those of an independent contractor and not as an employee of Owner. Contractor will be treated as an independent contractor for federal tax filing purposes. Contractor assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and



local laws and shall maintain liability insurance for each of them. Contractor is free to perform the same or similar services for others.

- 10.6 Acceptance Not Waiver: Owner's approval of the reports, and Work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the technical accuracy of the Work. Owner approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- 10.7 Invalidity: If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, or if the Owner is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Contract are fully severable.
- 10.8 Applicable Law and Venue: The parties mutually understand and agree this Contract shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Contract or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Contractor and to Owner in executing this Contract. This provision is not intended, nor shall it be construed to waive Owner's governmental immunity as provided in this Contract.
- 10.9 Contingencies: Contractor certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Contract.
- 10.10 Discrimination: All parties agree they will not discriminate against any person who performs Work under the terms and conditions of this Contract because of race, color, gender, creed, handicapping condition, or national origin.
- 10.11 ADA and EEOC Compliance: The Contractor is hereby notified that it must comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is required by Owner. If the Contractor or its employees or Subcontractors are found in violation of these requirements, the Contract may be terminated. The Contractor shall be responsible for all such non-compliant action and shall defend, hold harmless and indemnify Owner therefrom.
- 10.12 Governmental/Sovereign Immunity: Owner does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Contract. Further, Owner 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 Contract.

- 10.13 Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to the Contract and shall inure solely to the benefit of the parties to this Contract.
- 10.14 Conflict of Interest: Owner and Contractor affirm, to their knowledge, no Contractor employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Contractor, compensated either partially or wholly with funds from this Contract, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Contract.
- 10.15 Force Majeure: Neither party shall be liable to perform under this Contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, acts of God or public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 10.16 Limitation on Payment: Owner's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Contractor, the Contract may be terminated by Owner at the end of the period for which funds are available. Owner shall notify Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims if Owner knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Owner in the event this provision is exercised, and Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Owner to terminate this Contract in order to acquire similar services from another party.
- 10.17 Notices: All notices required and permitted under this Contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- 10.18 Indemnification: To the fullest extent permitted by law, the selected bidder agrees to indemnify and hold harmless the Owner, its appointed officials, employees and volunteers for any all liability for injuries, damages, claims, penalties, and actions



arising from or in connection with any work performed by or on behalf of the Contractor for the Owner pursuant to any agreement with Owner.

- 10.19 Compliance with Law: Contractor shall comply with all applicable laws, regulations, and ordinances, whether Federal, State or Local.
- 10.20 Assertion of Agency, Personal Guarantee. By signing below, for Contractor, the individual (hereinafter "signor") asserts they have authority to bind Contractor to this agreement and that the asserted entity is not defunct or dissolved.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have signed this Contract in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed and identified by Owner, or by Engineer on Owner's behalf, and Contractor.

This Contract is effective the date first written above on page 1.

OWNER:
Laramie County, Wyoming Government

CONTRACTOR:
A-1 Chipseal Company

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

(CORPORATE SEAL)

Attest: _____

Approved as to Form:



**SECTION 0001
NOTICE OF AWARD**

Date: June 3, 2026

To: A-1 Chipseal Company
2505 E. 74th Ave.
Denver, CO 80229

Dear Mr. Krueger:

Laramie County, Wyoming Government having duly considered the Bids submitted for the construction of RFB 0007 Laramie County Chip Seal 2026 project as outlined in the Contract Documents, and it is appearing that your Bid for performing the work outlined is fair, equitable, and in the best interest of the County, the Bid items are hereby accepted at the Bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract and furnish the required Performance and Payment Bonds within fifteen (15) consecutive 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 Contract Documents and a copy of your Worker's Compensation Certificate.

The Bid Security submitted with your Bid will be retained until the Contract has been executed and the required Performance and Payment Bonds have been furnished and approved. In the 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.

LARAMIE COUNTY, WYOMING GOVERNMENT

By: _____

Title: _____



**SECTION 0002
NOTICE TO PROCEED**

Date: June 8, 2026

To: A-1 Chipseal Company
2505 E. 74th Ave.
Denver, CO 80229

You are hereby authorized to proceed on this June 8, 2026, with the construction of RFB 0007 Laramie County Chip Seal 2026, as set forth in the Contract Documents.

LARAMIE COUNTY, WYOMING GOVERNMENT

By: _____

Title: _____

Acknowledged:

A-1 Chipseal Company

By: _____

Title: _____

Date: _____



SECTION 0003 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 bond must contain the signature and address of a resident agent of the surety company 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 Contract and date of bond must be the same. Post-dated bonds are not acceptable.
12. Bond form must be completely executed. Bonds with blank spaces, including dates, are not acceptable.
13. The bond must be accompanied by a properly executed authorization of Power of Attorney.

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 on behalf of the principal.
15. If the principal is a corporation, the signature of the principal must be witnessed or attested to by 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 acceptable).
17. Each party is required to sign his or her own name.
18. All changes or strike-throughs must be initialed by the resident agent or attorney-in-fact of the surety. The surety must be notified of such changes.



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, Wyoming Government, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: One Million Seven Hundred Sixty Four Thousand Twenty Three Dollars (\$1,764,023), 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 Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of RFB 0007 Laramie County Chip Seal 2026.

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 Owner, with or without notice to the Surety and during the one (1) year guaranty period, and if the principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the 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 Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

(Witness)

(Principal)

By: _____

(Title)

(Address)

(Witness)

(Surety)

By: _____

(Attorney-in-fact)

Countersigned:

(Address)

By: _____
(Wyoming Registered Agent)

(Address)

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

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Wyoming.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, Wyoming Government, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: One Million Seven Hundred Sixty Four Thousand Twenty Three Dollars (\$1,764,023), 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 Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of RFB 0007 Laramie County Chip Seal 2026.

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 Owner, with or without notice to the Surety and during the one (1) year guaranty period, and if the principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the 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 Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

(Witness)

(Principal)

By: _____

(Title)

(Address)

(Witness)

(Surety)

By: _____

(Attorney-in-fact)

Countersigned:

(Address)

By: _____
(Wyoming Registered Agent)

(Address)

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

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Wyoming.



**SECTION 0004
CONTRACTOR'S CERTIFICATION OF COMPLETION**

TO: _____

DATE: _____

PROJECT: RFB 0007 Laramie County Chip Seal 2026

JOB NO. _____

CONTRACT NO. 0007

ATTN: _____ OWNER: Laramie County, Wyoming Government

FROM: _____
(Firm or Corporation)

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, and ready for your final inspection.

I understand that neither the determination by the Engineer 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: _____

DISTRIBUTION:

1. Project Manager
2. Field Office
3. File



**SECTION 0005
CONSENT OF SURETY FOR FINAL PAYMENT**

Project Name: RFB 0007 Laramie County Chip Seal 2026

Location: _____

Project No. _____ Contract No. 0007

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 _____, 20__.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE



**SECTION 0006
FINAL WAIVER OF LIEN**

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 Laramie County, State of Wyoming of which Laramie County is the Owner.

NOW, THEREFORE, this _____ day of _____, 20__ 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.

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

(Affix corporate
seal here)

_____(SEAL)
(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.



**SECTION 0007
AFFIDAVIT OF RELEASE OF LIENS**

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 Laramie County, in the State of Wyoming, of which Laramie County is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____,

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

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.

CONTRACTOR:

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

(Affix corporate

_____(SEAL)
seal here) (Signature of Authorized Representative)

TITLE: _____



**SECTION 0008
AFFIDAVIT OF PAYMENT**

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 Laramie County, State of Wyoming of which Laramie County is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____.

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:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers.
4. 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:



**SECTION 0009
CONTRACT PAYMENT REQUEST**

DATE: _____

LARAMIE COUNTY, WYOMING GOVERNMENT - CONTRACT PAYMENT REQUEST
PROJECT: 0 RFB 0007 Laramie County Chip Seal 2026
CONTRACTOR: A-1 Chipseal Company
CONTRACT PAYMENT REQUEST NUMBER: _____

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 5% Retainage	\$ _____
Total Earned Less Retainage	\$ _____
Less Previous Payments	\$ _____
Total Payment Due	\$ _____

DATE RECEIVED BY ENGINEER: _____

In the opinion of the Engineer, this estimate is complete and correct and conforms in all material respects with the requirements of the contract and payment is recommended:

REQUESTED: _____
CONTRACTOR

RECOMMENDED:

ENGINEER - PROJECT MANAGER

AUTHORIZED:

OWNER



SECTION 0010 GENERAL CONDITIONS

INSURANCE REQUIREMENTS

1. The Contractor shall file a Certificate of Insurance with Owner verifying each type of insurance coverage listed below.
2. The Certificate of Insurance shall be submitted to the Owner prior to commencement of performance under this bid and the subsequent contract.
3. The Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representative, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 3.1 Commercial General Liability (CGL): Insurance Services Offices Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- 3.2 Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3.3 Workers Compensation Insurance: As required by the State of Wyoming with Statutory Limits and Employers Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 3.4 Builder's Risk (Course of Construction): Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

If the Contractor maintains higher limits than the minimums shown above, Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

DEDUCTIBLES AND SELF-INSURED RETENTIONS



Any deductibles of self-insured retentions must be declared to, and approved by, Owner. At the option of Owner, either: Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Owner, its officers, officials, employees, and volunteers are to be covered as Additional Insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Owner, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Owner.

Builder's Risk (Course of Construction) Insurance

The Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name Owner as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Owner, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Owner's site.

Claims Made Policies

If any coverage required is written on a Claims Made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.



2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the contract effective, or start of work, date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Owner for review.
5. If services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If services involve mold identification/remediation, Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Owner.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of Owner for all work performed by Contractor, its employees, agents and subcontractors.

Verification of Coverage

The Contractor shall furnish Owner with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

The Contractor shall require and verify that all subcontractors performing services hereunder to maintain insurance coverage meeting all the requirements stated herein and naming the County as an additional insured. For CGL coverage subcontractors shall



provide coverage with a format least as broad as CG 20 38 04 13. The Contractor shall be responsible for any liability directly or indirectly arising out of the Services performed under this Contract by a subcontractor, which liability is not covered by the by the subcontractor's insurance.

Special Risks or Circumstances

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

4. It is understood and agreed that these policies are primary and not contributory. All insurance certificates must include a clause stating that the insurance may not be canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to Owner.
5. Owner shall be named as an additional insured on the Contractor's insurance policies, with the exception of Worker's Compensation, and the Contractor shall provide, upon request, a copy of an endorsement providing such coverage.
6. Owner has the right to review the certificates of any or all Subcontractors used by the Contractor. Further, Owner has the right to require, as necessary, that the subcontractor's insurance coverage be equivalent to that required of the Contractor.

NONDISCRIMINATION

All parties to the Contract for this project 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 Contract on the grounds of age, race, color, disability, national origin, or sex. The parties further assure that they will include the language of this paragraph in all agreements associated or connected in any way with this Contract and shall cause all existing agreements to similarly include this clause therein.

1.01 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Contract – The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Contract.

Application for Payment – The form furnished by Engineer which is to be used by Contractor in requesting progress payments and which is to include the schedule of values required by Section 1.14.01, Schedules, and an affidavit of Contractor that progress payments theretofore received on account of the Work have been applied by Contractor to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.



Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder – Any person, firm or corporation submitting a Bid for the Work.

Bonds – Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

Change Order – A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

Contract Documents – The Contract, Addenda (whether issued prior to the opening of Bids or the execution of the Contract), Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, and Modifications.

Contract Price – The total monies payable to Contractor under the Contract Documents.

Contract Time – The number of days stated in the Contract for the completion of the Work, computed as provided in Section 1.17.02, Computation of Time.

Contractor – The person, firm, or corporation with whom Owner has executed the Contract.

County – The governmental entity of Owner, Wyoming.

Day – A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings – The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.

Engineer – The person, firm, or corporation named as such in the Contract.

Field Order – A written order issued by Engineer which clarifies or interprets the Contract Documents in accordance with Section 1.09.03, Clarifications and Interpretations, or orders minor changes in the Work in accordance with Section 1.10, Changes in the Work, paragraph two.

Final Completion – Final completion is defined as any work that was not completed under the defined substantial completion tasks.

Modification – (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification of interpretation issued by Engineer in accordance with Section 1.09.03, Clarifications and Interpretations, or (d) a written order for a minor change or alteration in the Work issued by Engineer pursuant to Section 1.01, Changes in the Work, paragraph two. A modification may only be issued after execution of the Contract.



Notice of Award – The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Owner will execute and deliver the Contract to the Contractor through the Engineer.

Notice to Proceed – A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

Owner – A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Project – The entire construction to be performed as provided in the Contract Documents.

Request for Bid - Compilation of documents concerning bidding requirements which, in general, govern relationships prior to the execution of the Contract to include but not limited to the Invitation to Bid, Instructions to Bidders, Bid Bonds and Notice of Award, and the other portions of the Contract Documents.

Resident Project Representative – The authorized representative of Engineer who is assigned to the Project site or any part thereof.

Retainage – The portion of the contractor's fees that is withheld by the Owner, in the amount of five percent (5%) of the entitled payment to the Contractor until the project is completed and final payment is made.

Shop Drawings and Material Submittals – All drawings, diagrams, illustrations, brochures, schedules, mix designs, and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

Special Provisions – As used in these documents shall mean the same as Special Conditions and shall supplement Standard Specifications.

Specifications – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor – An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

Substantial Completion – As defined by Wyoming Statute § 16-6101(a)(xi), "Substantial Completion" or "substantially complete" means the public entity has determined that the construction of the public work or designated portion thereof is sufficiently complete in accordance with the contract and associated documents so that the work may be occupied or utilized for its intended purposes. The date as certified by Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was



intended; or if there be no such certification, the date when final payment is due in accordance with Section 1.14.09, Approval of Final Payment, paragraph one.

Work – Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WYDOT – The Wyoming Department of Transportation.

1.02 PRELIMINARY MATTERS

1.02.01 Execution of Contract: At least three (3) counterparts of the Contract and such other Contract Documents as practicable shall be executed and delivered by Contractor to Owner (through the Engineer) within fifteen (15) days of the Notice of Award; and the Owner will execute all three (3) counterparts, retain one (1), deliver two (2) to the Engineer, and the Engineer will deliver one (1) to the Contractor following the next regularly-scheduled County Commission Meeting. Engineer will identify those portions of the Contract Documents to be signed and such identification will be binding on all parties. Owner, Contractor, and Engineer shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

1.02.02 Delivery of Bonds: When he delivers the executed Contracts to Owner, Contractor shall also deliver to Owner such Bonds as he may be required to furnish in accordance with Section 1.05.01, Performance, Payment and Other Bonds" paragraph one.

1.02.03 Copies of Documents: Owner shall furnish to Contractor up to three (3) copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

1.02.04 Contractor's Pre-Start Representations: Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents. If necessary, the Contractor shall meet the requirements of the Wyoming Department of Workforce Services regarding non-resident laborers.

1.02.05 Commencement of Contract Time; Notice to Proceed: The Contract Time will commence to run on the thirtieth (30th) day after the day on which the executed Contract



is delivered by Owner to Contractor; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the day on which Owner delivers the executed Contract to Contractor.

1.02.06 Starting the Project: Contractor shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

1.02.07 Before Starting Construction: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to Engineer any conflict, error or discrepancy which he may discover; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

Within ten (10) days after delivery of the executed Contract by Owner to Contractor, Contractor shall submit to Engineer for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing, Submittal, and Sample submissions.

Before starting the Work at the site, Contractor shall furnish Owner and Engineer certificates of insurance as required by Section 1.05, Bonds and Insurance, of these General Conditions. Within twenty (20) days after delivery of the executed Contract by Owner to Contractor, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be Owner or his representative, Engineer, Resident Project Representatives, Contractor, and his Superintendent.

1.03 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between Owner and Contractor. They may be altered only by a written Modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Contract, Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Specifications and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to



produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

1.04 AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS

1.04.01 Availability of Lands: Owner shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands upon which the Work is to be done, rights of way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Section 1.12, Change of the Contract Time. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The Owner will not provide areas for trucks to turn around, equipment to be stored, stockpiling of materials, plant locations, etc. The Contractor will be responsible for obtaining such areas, if needed, and paying any associated fees, rent, etc.

1.04.02 Physical Conditions, Surveys and Reports: Reference is made to the General Requirements of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparation of the Drawings and Specifications.

1.04.03 Unforeseen Physical Conditions: Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Engineer will promptly investigate those conditions and advise Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to Engineer and Contractor. If Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions.

1.04.04 Reference Points: The Contractor shall have sole responsibility for making careful and accurate measurements and for constructing the work accurate to the lines and grades shown on the plans. The Owner shall provide all necessary surveyors, equipment, labor, materials, stakes, nails, paint, flagging, etc., for use in setting grade and locations stakes.

The Contractor shall furnish and place all necessary guide boards and appurtenances and give such other incidental assistance at the site as may be required for staking out the work.



1.05 BONDS AND INSURANCE

- 1.05.01 Performance, Payment and Other Bonds: Contractor shall furnish performance and payment bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in such form and with such sureties as are licensed to conduct business in the State of Wyoming and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Account, U.S. Treasury Department.

The Contractor agrees to furnish a performance bond for one-hundred percent (100%) of the contract price. This bond is one that is executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

The Contractor agrees to furnish a payment bond for one-hundred percent (100%) of the contract price. This bond is one that is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, is revoked, the Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to Owner.

- 1.05.02 Contractor's Liability Insurance: Contractor shall purchase and maintain such insurance as will protect him from claims under Workmen's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or General Requirements or required by law, whichever is greater, shall include contractual liability insurance and shall include Owner and Engineer as additional insured parties. Before starting the Work, Contractor shall file with Owner and Engineer certificates of such insurance, acceptable to Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen (15) days prior written notice has been given to Owner and Engineer.

- 1.05.03 Owner's Liability Insurance: Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.



1.05.05 Additional Bonds and Insurance: Prior to delivery of the executed Contract by Owner to Contractor, Owner may require Contractor to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as Owner may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by Contractor: if subsequent thereto, they shall be paid by Owner (except as otherwise provided in Section 1.06.03, Substitute Materials or Equipment, paragraph one.

1.06 CONTRACTOR'S RESPONSIBILITIES

1.06.01 Supervision and Superintendence: Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

1.06.02 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.

1.06.03 Substitute Materials or Equipment: If the General Requirements of the Specifications, law, ordinance or applicable rules or regulations permit Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if Contractor wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by Section 1.02.07, Before Starting Construction, paragraph three (unless another time is provided in the General Requirements), make written application to



Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of Engineer who will be the judge of equality and may require Contractor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as Owner may require which shall be furnished at Contractor's expense.

1.06.04 Concerning Subcontractors: The Contractor shall not award Work to Subcontractor(s), in excess of thirty percent (30%) of the Contractor Price, without prior written approval of the Owner. Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. A Subcontractor or other person or organization identified in writing to Owner and Engineer by Contractor prior to the Notice of Award and not objected to in writing by Owner or Engineer prior to the Notice of Award will be deemed acceptable to Owner and Engineer. Acceptance of any Subcontractor, other person or organization by Owner or Engineer shall not constitute a waiver of any right of Owner or Engineer to reject defective Work or Work not in conformance with the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection. Contractor shall not without the consent of Owner and Engineer make any substitution for any Contractor, other person or organization who has been accepted by Owner and Engineer unless Engineer determines that there is good cause for doing so.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.



The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

1.06.05 Patent Fees and Royalties: Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work, and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

1.06.06 Permits: Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall also pay all public utility charges.

The Owner will provide all required construction permits from Owner which are necessary for the execution of the Work. The Contractor shall be required to hold and pay for all licenses required and shall also pay for all utility charges.

1.06.07 Laws and Regulations: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications or Drawings are at variance therewith, he shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.06.08 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.



1.06.09 Use of Premises: Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

All adjacent residents will have continuous access at all times as approved by the Engineer. The Contractor shall schedule his operations during periods of no Work so that disruption of the routine of the homeowners or occupants is minimized.

1.06.10 Record Drawings: Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Engineer and shall be delivered to the Engineer for the Owner upon completion of the Project. Note: Further provisions in respect of such record drawings may be included in the General Requirements.

1.06.11 Safety and Protection: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- (a) all employees on the Work and other persons who may be affected thereby,
- (b) all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify the Owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraphs (b) or (c) above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and



Engineer has issued a notice to Owner and Contractor in accordance with Section 1.14.09, Approval of Final Payment, that Work is acceptable.

Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

1.06.12 Emergencies: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Sections 1.11, Change of Contract Price, and 1.02, Change of the Contract Time.

The Contractor shall be responsible for notifying the residents which will be affected by the current construction activity. He shall also be responsible to notify daily all emergency services (fire district, sheriff, etc.) of any disruption in traffic circulation.

1.06.13 Shop Drawings, Submittals, and Samples: After checking and verifying all field measurements, Contractor shall submit to Engineer for approval, in accordance with the accepted schedule of submissions (see Section 1.02.07, Before Starting Construction, paragraph two) one reproducible copy, in electronic format, of all Shop Drawings and Submittals, which shall have been checked by and stamped with the approval of Contractor and identified as Engineer may require. The data shown on the Shop Drawings and Submittals will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Engineer to review the information as required.

Contractor shall also submit to Engineer for approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawing, Submittal, or Sample may have from the requirements of the Contract Documents.

Engineer will review and approve with reasonable promptness Shop Drawings, Submittals, and Samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Engineer and shall return the number of corrected copies of Shop Drawings



or Submittals and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings and Submittals to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing, Submittal, or Sample shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing, Submittal, or Sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by Engineer. A copy of each approved Shop Drawing, Submittal, and Sample shall be kept in good order by Contractor at the site and shall be available to Engineer.

Engineer's approval of Shop Drawings, Submittals, or Samples shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or Submittals. Note: Further provisions in respect to Shop Drawings and samples may be included in the General Requirements.

1.06.14 Cleaning: Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Note: Further provisions in respect of cleaning may be included in the General Requirements.

1.06.15 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, volunteers, Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

It is expressly understood and agreed that the Owner and the Engineer may have the right under this contract to observe and review the Work and operations of the Contractor, however, said observation shall not relieve the Contractor from any covenants and



obligations hereunder, and the Contractor shall be responsible for and hold the Owner and the Engineer and their representatives harmless from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work, observing safety standards or regulations, or otherwise, or through the use of unsafe or unacceptable materials in the construction or completion of the project, or the Contractor's failure to comply with any law, ordinance or regulation. In any and all claims against Owner or Engineer or any of their agents or employees by any employee of Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section paragraph one above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this section, paragraph one above, shall not extend to the liability of Engineer, his agents or employees arising out of

- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders or Modifications, designs or specifications, or
- (b) the giving of or the failure to give directions or instructions by Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

1.06.16 Retainage Administration: The Contractor shall designate a depository to serve as custodian for the retained funds in accordance with W.S. 16-6-701 through 16-6-706. The retainage will be deposited in an interest-bearing account in the Contractor's name. Interest income will be paid to the Contractor as collected or as otherwise instructed by the Contractor. All expenses incurred for this account and service shall be charged to the Contractor. Contractor shall notify their surety, as required.

1.07 WORK BY OTHERS

Owner may perform additional Work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the other contractors who are parties to such direct contracts (or Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

If any part of Contractor's Work depends for proper execution or results upon the Work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Engineer in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work.



Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of Engineer and of the other contractors whose Work will be affected.

If the performance of additional Work by other contractors or Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the performance of such additional Work by Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 1.11, Change of Contract Price and 1.12, Change of Contract Time.

1.08 OWNER'S RESPONSIBILITIES

Owner shall issue all communications to Contractor through Engineer.

In case of termination of the employment of Engineer, Owner shall appoint an Engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Contract Work shall stop and will not be resumed until the new Engineer is on site.

Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Sections 1.14.04, Approval of Payments, paragraph one, and 1.14.09, Approval of Final Payment, paragraph one.

Owner's duties in respect of providing lands and easements and providing Engineering surveys to establish reference points are set forth in Sections 1.04.01, Availability of Lands, and 1.04.04, Reference Points. Section 1.04.02, Physical Conditions Surveys and Reports, refers to Owner's identifying and making available to Contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which has been relied upon by Engineer in preparing the Drawings and Specifications.

Owner's responsibilities in respect of liability and property insurance are set forth in Section 1.05.03, Owner's Liability Insurance.

In addition to his rights to request changes in the Work in accordance with Section 1.10, Changes of the Work, Owner (especially in certain instances as provided in Section 1.10, paragraph four), shall be obligated to execute Change Orders.

Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Section 1.13.02, Tests and Inspections.

In connection with Owner's right to stop Work or suspend Work, see Sections 1.13.05, Owner May Stop the Work and 1.15.01, Owner May Suspend Work. Section 1.15.02, Owner May Terminate, paragraph one, deals with Owner's right to terminate services of Contractor under certain circumstances.

1.09 ENGINEER'S STATUS DURING CONSTRUCTION



- 1.09.01 Owner's Representative: Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in Sections 1 through 1.17, inclusive, of these General Conditions and shall not be extended without written consent of Owner and Engineer.
- 1.09.02 Visits to Site: Engineer will make periodic visits to the site to observe the progress and quality of the extended Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of on-site observations as an experienced and qualified design professional, he will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work of the Contractors.
- 1.09.03 Clarifications and Interpretations: Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Section 1.11, Change of Contract Price.
- 1.09.04 Rejecting Defective Work: Engineer will have authority to disapprove or reject Work deemed to be "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Section 1.13.02, Tests and Inspections, paragraph one, or has been damaged prior to approval of final payment). Engineer will also have authority to require special inspection or testing of the Work as provided in Section 1.13.04, Uncovering Work, paragraph two, whether or not the Work is fabricated, installed, or completed.
- 1.09.05 Shop Drawings, Change Orders and Payments: In connection with Engineer's responsibility for Shop Drawings and samples, see Section 1.06.13, Shop Drawings and Samples.
- In connection with Engineer's responsibilities for Change Orders, see Section 1.10, Changes in the Work, 1.11, Change of the Contract Price, and 1.12, Change of the Contract Time.
- In connection with Engineer's responsibilities in respect of Applications for Payment, etc., see Section 1.14. Payments and Completion.
- 1.09.06 Resident Project Representatives: If Owner and Engineer agree, Engineer will furnish a Resident Project Representative and assistants to assist Engineer in carrying



out his responsibilities at the site. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents.

1.09.07 Decisions on Disagreements: Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, Engineer will exercise their best efforts to insure faithful performance by both Owner and Contractor. Engineer will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to Engineer for decision, which will be rendered in writing within a reasonable time.

1.09.08 Limitations on Engineer's Responsibilities: Neither Engineer's authority to act under this Section 1.09 or elsewhere in the Contract Documents nor any decision made by them in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any materialman, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of their agents or employees, or any other persons at the site or otherwise performing any of the Work.

1.10 CHANGES IN THE WORK

Without invalidating the Contract, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. If a Change Order alters or modifies the design beyond the scope of approved plans and specifications, the changes must be approved by the reviewing agencies prior to construction. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Section 1.11, Change of Contract Price, or Section 1.12, Change of the Contract Time, on the basis of a claim made by either party.

A Change Order or Written Amendment when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified by Written Amendment or Change Order as full compensation, both time and cost, for the additional Work and delays caused thereby.

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. These may be accomplished by a



Field Order. If Contractor believes that any minor change or alteration authorized by Engineer entitles the Contractor to an increase in the Contract Price, the Contractor may make a claim therefor as provided in Section 1.11, Change of the Contract Price.

Additional Work performed by Contractor without authorization of a Change Order will not permit an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Section 1.06.12, Emergencies, and except as provided in the preceding paragraph and Section 1.13.04, Uncovering Work, paragraph two.

Owner shall execute appropriate Change Orders prepared by Engineer covering changes in the Work to be performed as provided in Section 1.04.03, Unforeseen Physical Conditions, and Work performed in an emergency as provided in Section 1.06.12, Emergencies, and any other claim of Contractor for a change in the Contract Time or the Contract Price which is approved by Engineer.

It is Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

1.11 CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at the Contractor's expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved,
- (b) By mutual acceptance of a lump sum, or
- (c) On the basis of the Cost of the Work (determined as provided in Sections 1.11.01 and 1.11.02) plus a Contractor's Fee for overhead and profit (determined as provided in Section 1.11.03).

1.11.01 Cost of the Work: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts



no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 1.11.02:

- (a) Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- (b) Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- (c) Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to Owner who will then determine with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Cost of the Work shall be determined in accordance with Sections 1.11.01 and 1.11.12, Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- (d) Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work.
- (e) Supplemental costs including the following:
 - (1) The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - (2) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
 - (3) Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – all in accordance with terms of said rental agreements. The rental



of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- (4) Sales, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- (5) Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
- (6) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Section 1.11.03, Contractor's Fee, subparagraph (b).
- (7) The cost of utilities, fuel, and sanitary facilities at the site.
- (8) Minor expenses such as long-distance telephone calls, cellular and telephone service at the site, expressage, and similar petty cash items in connection with the Work.
- (9) Cost of premiums for bonds and insurance which Owner is required to pay in accordance with Section 1.05.05, Additional Bonds and Insurance.

1.11.02 Cost of the Work: The term Cost of the Work shall not include any of the following:

- (a) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in the principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in Section 1.11.01, Cost of the Work, subparagraph (a), all of which are to be considered administrative costs covered by the Contractor's Fee.
- (b) Expenses of Contractor's principal and branch offices other than his office at the site.
- (c) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- (d) Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Section 1.11.01, Cost of the Work, subparagraph (e)(9)).
- (e) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.



- (f) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 1.11.01, Cost of the Work.

1.11.03 Contractor's Fee: The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

- (a) a mutually acceptable fixed fee; or if none can be agreed upon,
- (b) a fee based on the following percentages of the various portions of the Cost of the Work:
 - (1) for costs incurred under Section 1.11.01, Cost of the Work, subparagraph (a) and (b), the Contractor's Fee shall be ten percent.
 - (2) for costs incurred under Section 1.11.01, Cost of the Work, subparagraph (c), the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and
 - (3) no fee shall be payable on the basis of costs itemized under Section 1.11.01, Cost of the Work, subparagraphs (d) and (e) and Section 1.11.02.

The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any Work is to be determined pursuant to Sections 1.11.01, and 1.11.02, Cost of the Work, Contractor will submit in form prescribed by Engineer an itemized cost breakdown together with supporting data.

1.11.04 Cash Allowances: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as Engineer may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. Contractor agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

1.12 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.



The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim therefor as provided in the preceding paragraph. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this Section 1.12, Change of the Contract Time, shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

1.13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

1.13.01 Warranty and Guarantee: Contractor warrants and guarantees to Owner and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in Section 1.13.02, Tests and Inspections. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Section 1.13, Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective Work.

1.13.02 Tests and Inspections: If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, Owner shall assume full responsibility therefor, pay all costs in connection therewith. Any further specific division of testing responsibilities will be defined in the Special Conditions.

Contractor shall give Engineer timely notice of readiness of the Work for all inspections, tests, or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of Engineer, it must, if required by Engineer, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests, or approvals by persons other than Contractor shall relieve Contractor from his obligation to perform the Work in accordance with the requirements of the Contract Documents.

1.13.03 Access to Work: Engineer and his representatives and other representatives of Owner will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and for any inspection or testing thereof by others.



- 1.13.04 Uncovering Work: If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for his observation, and replaced at Contractor's expense.

If any Work has been covered which Engineer has not specifically requested to observe prior to its being covered, or if Engineer considers it necessary or advisable that covered Work be inspected or tested by others, Contractor, at Engineer's expense, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Sections 1.11, Change of Contract Price, and 1.12, Change of the Contract Time.

- 1.13.05 Owner May Stop the Work: If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

- 1.13.06 Correction or Removal of Defective Work: If required by Engineer prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. If Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Engineer, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor, and an appropriate deductive Change Order shall be issued.

Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal, or replacement of his defective Work.

- 1.13.07 One Year Correction Period: If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work



corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

1.13.08 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to approval of final payment, also Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.

1.13.09 Neglected Work by Contractor: If Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, Owner, after seven (7) days written notice to Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Contractor if Engineer approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.

1.14 PAYMENTS AND COMPLETION

1.14.01 Schedules: At least ten (10) days prior to submitting the first Application for a progress payment, Contractor shall submit a progress schedule, a final schedule of Shop Drawing submission and a schedule of values of the Work. These schedules shall be satisfactory in form and substance to Engineer. The schedule of values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by Engineer, it shall be incorporated into the form of Application for Payment furnished by Engineer.

1.14.02 Application for Progress Payment: At least ten (10) days before each progress payment falls due (but not more often than once a month), Contractor shall submit to Engineer for review an application for payment filled out and signed by Contractor covering the Work completed as of the date of the application and accompanied by such data and schedules as Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.



The Contractor shall make application for progress payments as outlined in the Contract of these Contract Documents.

1.14.03 Contractor's Warranty of Title: Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

1.14.04 Approval of Payments: Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing the approval of payment and present the Application to Owner or return the Application to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. After all signatures for approval are affixed to the payment request, the Owner's representative shall present the application to the appropriate boards and/or staff to process the payment per their standard practices.

Engineer's approval of any payment requested in an application for Payment will constitute a representation by him to Owner, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that Contractor is entitled to payment of the amount approved. However, by approving any such payment Engineer will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, and procedures of construction, or that he has made any examination to ascertain how or for what purpose Contractor has used the monies paid or to be paid to him on account of the Contract Price, or that title to any Work, materials or equipment has passed to Owner free and clear of any Liens.

Engineer's approval of final payment will constitute an additional representation by him to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Section 1.14.09, Approval of Final Payment, have been fulfilled.

Engineer may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to approve any such payment, or, because of later discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect Owner from loss because:

- (a) the Work is defective, or completed Work has been damaged requiring correction or replacement,



- (b) claims or Liens have been filed or there is reasonable cause to believe such may be filed,
- (c) the Contract Price has been reduced because of Modifications,
- (d) Owner has been required to correct defective Work or complete the Work in accordance with Section 1.13.08, Acceptance of Defective Work, or
- (e) of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

1.14.05 Substantial Completion: Prior to final payment, Contractor may, in writing to Owner and Engineer, certify that the entire Project is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall inspect the Project to determine the status of completion. If Engineer does not consider the Project substantially complete, he will notify Contractor in writing giving his reasons therefor. If Engineer considers the Project substantially complete, he will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between Owner and Contractor for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. Owner shall have seven (7) days after receipt of the tentative certificate during which he may make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Project is not substantially complete, he will within fourteen (14) days after submission of the tentative certificate to Owner notify Contractor in writing, stating his reasons therefor. If, after consideration of Owner's objections, Engineer considers the Project substantially complete, he will within said fourteen (14) days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from Owner.

Owner shall have the right to exclude Contractor from the Project after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

1.14.06 Partial Utilization: Prior to final payment, Owner may request Contractor in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If Contractor agrees, he will certify to Owner and Engineer that said part of the Project is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter Owner, Contractor and Engineer shall inspect that part of the Project to determine its status of completion. If Engineer does not consider that it is substantially complete, he will notify Owner and Contractor in writing giving his reasons therefor. If Engineer considers that part of the Project to be substantially complete, he will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the



responsibility between Owner and Contractor for maintenance, heat and utilities as to that part of the Project. Owner shall have the right to exclude Contractor from any part of the Project which Engineer has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

- 1.14.07 Final Inspection: Upon written notice from Contractor that the Project is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.
- 1.14.08 Final Application for Payment: After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by Owner, Contractor may furnish receipts in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor materialman, fabricator, or supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify him against any Lien.
- 1.14.09 Approval of Final Payment: If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Section 1.14.11, Waiver of Claims. Otherwise, he will return the Application to Contractor, indicating in writing his reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. After all signatures for approval are affixed to the payment request, the Owner's representative shall present the application to the appropriate boards/staff to process the payment.

If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of Contractor, and Engineer so confirms, Owner shall, upon certification by Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work



not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required in Section 1.05.01, Performance, Payment and Other Bonds, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The Owner shall not be required to release retained funds to the Contractor until such time as W.S. 15-1-113(e), 16-6-116, and 16-6-117, have been fulfilled. If no claims or liens have been filed within a forty-one (41) day period following the first published advertisement in the newspaper of the Owner's choice that the project is complete and ready for final payment, the paperwork to release the retainage will be delivered to the appropriate boards/staff to process the payment. Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until satisfactory agreement is reached between the Owner, Contractor, and Contractor's surety. All warranties and guarantees from the Contractor, subcontractors, suppliers, manufacturers, etc. shall be delivered to the Owner and be of acceptable form and content as determined by the Owner before final payment is made.

1.14.10 Contractor's Continuing Obligation: Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

1.14.11 Waiver of Claims: The making and acceptance of final payment shall constitute:

- (a) a waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, from defective work appearing after final inspection pursuant to Section 1.14.07, Final Inspection, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and,
- (b) a waiver of all claims by Contractor against Owner.

1.15 SUSPENSION OF WORK AND TERMINATION

1.15.01 Owner May Suspend Work: Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Sections 1.11, Change of the Contract Price, and 1.12, Change of the Contract Time.



Notwithstanding the above, neither the Owner nor the selected bidder shall be liable to perform under this request for bids and subsequent agreement if such failure arises out of causes beyond the control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

1.15.02 Owner May Terminate: If Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Engineer, or if he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven (7) days written notice, terminate the services of Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the Work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be determined by Engineer and incorporated in a Change Order.

Where Contractor's services have been so terminated by Owner, said terminations shall not affect any rights of the Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from liability.

Upon seven (7) days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

1.15.03 Contractor May Stop Work or Terminate: If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner, or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or Owner fails to pay Contractor any sum approved by Engineer, or awarded by arbitrators within thirty (30) days of its approval and presentation, then Contractor may, upon seven (7) days written notice to Owner and Engineer, terminate the Contract and recover from Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Contract, if Engineer has failed to act on an Application for Payment or Owner has



failed to make any payment as aforesaid, Contractor may upon seven (7) days' notice to Owner and Engineer stop the Work until he has been paid all amounts then due.

1.16 MISCELLANEOUS

1.16.01 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

1.16.02 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

1.16.03 General: All Specifications, Drawings and copies thereof furnished by Engineer shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall be returned to him on request upon completion of the Project.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Sections 1.06.15, Indemnification, paragraph one; 1.13.01, Warranty and Guarantee; 1.13.07, One Year Correction Period; and 1.14.03, Contractor's Warranty of Title; and the rights and remedies available to Owner and Engineer thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by provisions of the Contract Documents.

The Contract Documents shall be governed by the law of the place of the Project.

1.16.04 Samples, Tests Cited, Specifications and Abbreviations: Whenever the following abbreviations are used in these specifications or on the respective plans, they shall be construed the same as the respective expressions represented and unless otherwise modified, the tests will be in accordance with the most recent cited standard methods which are current on the date of advertisement for bid.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of Wyoming
AIA	American Institute of Architects
ANSI	American National Standards Institute
ARA	American Railway Association
ASTM	American Society for Testing and Materials



AWWA
FHWA
WYDOT
WPWSS

American Water Works Association
Federal Highway Administration
Wyoming Department of Transportation
Wyoming Public Works Standard Specifications



SECTION 0011 SUPPLEMENTARY CONDITIONS

The following supplemental conditions are hereby made a part of the Contract Documents and supplement or supersede any articles of these specifications. Any subsequent addenda issued after the contract documents have been issued to bidders shall supplement or supersede any articles of these specifications and shall be made a part of the contract documents. The SPECIAL PROVISIONS shall supplement or supersede these SUPPLEMENTAL CONDITIONS.

1. PROJECT SITES

- Site 1 – Archer Complex roadways
- Site 2 – Railroad Road
- Site 3 – County Road 142
- Site 4 – County Road 213
- Site 5 – Old State Highway 213
- Site 6 – County Road 210 & 162
- Site 7 County Road 212

2. TIME FOR COMPLETION

The Work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor. The Work will be substantially completed and ready for final payment in accordance with the General Conditions by September 30, 2026. Time will not be counted when the project is officially suspended by the Owner due to acts of God, winter shutdown, and suspensions directed by the Owner.

3. CONTRACT DOCUMENTS

The Owner will furnish to the Contractor, without charge, a copy of the contract documents including special provisions to standard specifications and drawings. Additional copies requested by the Contractor will be furnished at cost.

4. CONTRACTOR'S LICENSE

Where required, the Contractor and Subcontractors shall hold the appropriate classification of Contractor's License.

5. JOB OFFICES AND STAGING AREA

The Contractor and Subcontractors may maintain offices, storage facilities, and plant near the site, as necessary, for the proper conduct of the Work. These shall be identified for concurrence from the Owner and Engineer. The Owner will not provide any property outside of the existing right-of-way for the Contractor. Site locations shall minimize interference to any Work to be performed on the site, adjacent businesses and/or



properties, or to vehicular traffic. The Contractor is cautioned that any locations selected after the bid opening may not be acceptable to the Owner.

Upon completion of the improvements, or as directed by the Owner, the Contractor shall remove all such temporary structures and facilities from the site. Such temporary structures and facilities shall become the property of the Contractor. The Contractor shall leave the site of the Work in the condition required by the Contract.

6. PARTIAL USE OF SITE IMPROVEMENTS

The Owner may, at its option, 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 and if, in the opinion of the Owner, each section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the improvements shall in no way impede the completion of the remainder of the Work by the Contractor.
- b. The Contractor will not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of liability arising from having used defective materials or to poor workmanship.
- d. 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.

7. PROJECT RECORD DOCUMENTS

- a. 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 Owner, and not used for construction purposes.
- b. 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. This information shall include, but 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.
- c. 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.



8. GENERAL TRAFFIC REQUIREMENTS

The Contractor shall provide adequate signs, barricades, lights, flares, 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 Manual on Uniform Traffic Control Devices (MUTCD), current edition, or in conformance with the applicable requirements of the authority having jurisdiction in such matters. 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 Owner, Engineer, and proper governmental authorities. The Contractor shall notify affected property Owners, the Owner, and the Engineer at least forty-eight (48) hours in advance of any proposed closure for construction operations.

The Contractor shall submit a traffic control plan to the Engineer at the Pre-Construction Conference. The submitted traffic control plan shall conform to the latest MUTCD traffic control standards and details. The Contractor will coordinate the plan with and secure the approval of the Owner and Engineer before Work begins. The plan shall indicate location and type of signs, cones, flashers, flagging, reflective barricades, and all other devices necessary for the proper protection of the area of the Work.

9. EXISTING ROADWAYS

The Contractor shall take all necessary precautions to protect all underground facilities affected by the Contractor's operations, regardless of the Ownership of the facilities. Any existing improvements or facilities damaged by the Contractor's operations in the performance of the Work under this Contract shall be repaired or replaced by and at the expense of the Contractor to the satisfaction of the facility Owner.

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 operations during the course of the project. Such Work shall be accomplished by and at the expense of the Contractor without reimbursement by the Owner.

10. PROJECT OBSERVATION

It is expressly understood and agreed that the Owner and the Engineer shall have the right under this Contract to observe and review the Work and operations of the Contractor. However, such observation and review of the Work and operations shall not relieve the Contractor of any responsibilities, obligations, or covenants hereunder, and the Contractor shall be responsible for and save harmless the Owner, the Engineer, and their respective representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work, observing safety standards or regulations, or otherwise,



or through the use of unsafe or unacceptable materials in the construction or completion of the project, or the Contractor's failure to comply with any law, ordinance, or regulation.

11. FINAL CLEANUP

The Contractor shall clean all street and other areas affected by construction, removing all loose surface materials. The Contractor shall clean up and dispose of all piles of excess excavation, rocks, rubbish, or other debris. Damage to any areas by the Contractor will be repaired or replaced by the Contractor at no expense to the Owner. 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 Bid. 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 Engineer.

12. SAMPLES, TEST, CITED SPECIFICATIONS

All material will be inspected, tested, and accepted before incorporation into the Work. Any Work in which untested and unacceptable materials are used without approval or written permission shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for; and if directed by the Engineer, shall be removed at the Contractor's expense.

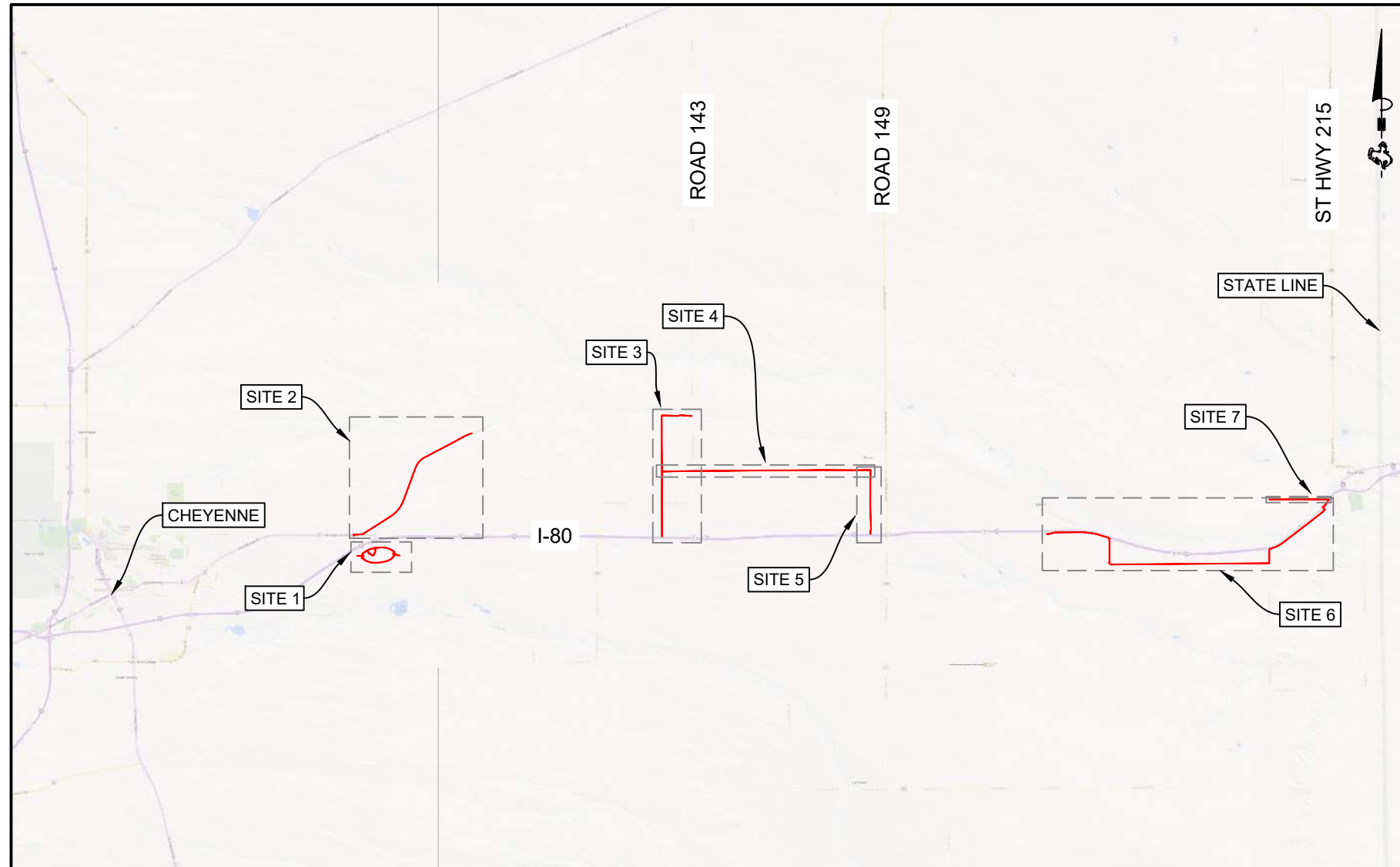
Unless otherwise modified, tests in accordance with the most recent cited standard methods of AASHTO or ASTM, approved AASHTO Interim Specifications, or ASTM Tentative Specifications, which are current on the date of advertisement for bids, will be made by and at the expense of the Contractor. Samples will be taken, and tests will be made by a qualified engineer as described in the Standard Specifications and Special Provisions. All materials are subject to inspection, test, and either acceptance or rejection at any time prior to incorporation into the Work. The Contractor shall furnish copies of all tests to the Engineer. The Contractor shall coordinate all scheduling for samples and testing.

EXHIBIT A

LARAMIE COUNTY CHIP SEAL - 2026

SHEET INDEX

	COVER
1 - 3	NOTES & TYPICAL SECTIONS
4 - 8	SITE 1 - ARCHER COMPLEX
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19	SITE 5 - OLD STATE HIGHWAY 213
20 - 24	SITE 6 - ROAD 156, 210, 161, AND I-80 SERVICE ROAD
25	SITE 7 - ROAD 212



ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WYOMING.

CONTACT INFORMATION

LARAMIE COUNTY LARAMIE COUNTY PUBLIC WORKS
MOLLY COOK PW DIRECTOR
13797 PRAIRIE CENTER CIRCLE
CHEYENNE, WY 82009
PHONE: 307-633-4302



Benchmark
ENGINEERS PC

1920 Thomas Avenue, Suite 320
Cheyenne, Wyoming 82001
P 307.634.9064
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benchmarkengineers.com



GENERAL NOTES

THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, 2023 EDITION (AS AMENDED BY THE SPECIAL PROVISIONS) SHALL APPLY. ALL WORK SHALL BE IN CONFORMANCE WITH THESE STANDARDS AND SPECIFICATIONS. CHIP SEALING SHALL TAKE PLACE IN TRAVEL LANES ONLY, UNLESS OTHERWISE SHOWN ON PLANS. FOG SEAL SHALL TAKE PLACE OVER THE CHIP SEALED AREAS AND ALSO ALONG SHOULDERS OR OUTSIDE TRAVEL LANES AS SHOWN ON THE PLANS.

THE CONTRACTOR IS RESPONSIBLE FOR SAFETY TO THE PUBLIC BY MINIMIZING THE INTERRUPTION OF THE USE OF ROADS AND PROVIDING SIGNS, BARRICADES, ETC. AS REQUIRED BY THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). A TRAFFIC CONTROL PLAN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED THE ENGINEER AND OWNER AT THE SCHEDULED PRE-CONSTRUCTION MEETING. LOCAL TRAFFIC DIVERSIONS AND ROAD CLOSURES SHALL BE LIMITED TO ALLOW RESIDENTS ACCESS DURING CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR PROTECTION OF ALL EXISTING AND PROPOSED PIPING, UTILITIES, STRUCTURES, ADJACENT STREETS AND IMPROVEMENTS DURING THE PERIOD OF CONSTRUCTION.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SWEEPING, CLEANING OUT, AND DISPOSING OF ANY CHIP MATERIAL THAT ARE IN CURB AND GUTTER AFTER CHIP SEAL AND FOG SEAL TAKE PLACE.

THE CONTRACTOR SHALL HAVE EXISTING UTILITIES LOCATED PRIOR TO CONSTRUCTION BY CALLING "WYOMING ONE-CALL" 1-800-849-2476 OR 811 OR BY WWW.CALL811.COM.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND ELEVATION OF EXISTING UTILITIES WHICH MAY BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. IF A CONFLICT DOES EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL UTILITIES WHEN CONSTRUCTION WORK BEGINS IN THE VICINITY OF ANY UTILITY LINES AND TO ARRANGE FOR A REPRESENTATIVE OF THE UTILITY TO BE PRESENT IF THE CONTRACTOR'S OPERATIONS ARE IN CLOSE PROXIMITY TO ANY LINES IN THEIR EXISTING OR RELOCATED POSITION WHICH COULD CREATE A HAZARDOUS CONDITION.

SITE 1 ESTIMATED QUNATITIES - ACHER COMPLEX (BASE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Chip Seal, Type C Aggregate	SY	86,080
6	Emulsified Asphalt, CRS-2P	TN	144
7	Striping - White Edge & Lane 4", Match Existing	MI	9
8	Striping - Yellow Centerline 4", Match Existing	MI	5
9	Striping - Through Arrow	EACH	12
10	Striping - Left Turn and Through Arrow	EACH	15
11	Striping - Right Turn and Through Arrow	EACH	6
12	Striping -Crosswalk, Painted (24" x 9')	EACH	52
13	Striping -Crosswalk, Inlays (24" x 9')	EACH	45
14	Force Account	\$	10,000

SITE 1 ESTIMATED QUANTITIES - ARCHER COMPLEX (ALTERNATE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Fog Seal	TN	41
5	Striping -Crosswalk, Painted (24" x 9')	EACH	0
6	Striping -Crosswalk, Inlays (24" x 9')	EACH	0
7	Force Account	\$	3,000

SITE 2 ESTIMATED QUANTITIES - RAILROAD ROAD (BASE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Chip Seal, Type C Aggregate	SY	67,180
6	Emulsified Asphalt, CRS-2P	TN	112
7	Striping - White Edge 4", Match Existing	MI	10.1
8	Striping - Yellow Centerline 4", Match Existing	MI	5.2
9	Force Account	\$	7,000

SITE 2 ESTIMATED QUANTITIES - RAILROAD ROAD (ALTERNATE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Fog Seal	TN	33
6	Force Account	\$	1,000

SITE 3 ESTIMATED QUANTITES - ROAD 142 (BASE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Chip Seal, Type C Aggregate	SY	69,770
6	Emulsified Asphalt, CRS-2P	TN	117
8	Striping - White Edge 4", Match Existing	MI	9.7
9	Striping - Yellow Centerline 4", Match Existing	MI	4.9
10	Railroad Crossing Marking	EA	2
11	Force Account	\$	7,000

SITE 3 ESTIMATED QUANTITES - ROAD 142 (ALTERNATE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Fog Seal	TN	39
6	Force Account	\$	1,000

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 CHIP SEAL - 2026
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SITE 4 ESTIMATED QUANTITIES - ROAD 213 (BASE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Chip Seal, Type C Aggregate	SY	115,850
6	Emulsified Asphalt, CRS-2P	TN	193
7	Striping - White Edge 4", Match Existing	MI	0.3
8	Striping - Yellow Centerline 4", Match Existing	MI	7.0
9	Force Account	\$	10,000

SITE 4 ESTIMATED QUANTITIES - ROAD 213 (ALTERNATE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Fog Seal	TN	49
6	Force Account	\$	2,000

SITE 5 ESTIMATED QUANTITIES - OLD STATE HIGHWAY 213 (BASE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Chip Seal, Type C Aggregate	SY	25,140
6	Emulsified Asphalt, CRS-2P	TN	42
7	Striping - White Edge 4", Match Existing	MI	4.1
8	Striping - Yellow Centerline 4", Match Existing	MI	2.0
9	Force Account	\$	7,000

SITE 5 ESTIMATED QUANTITIES - OLD STATE HIGHWAY 213 (ALTERNATE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Fog Seal	TN	11
6	Force Account	\$	1,000

SITE 6 ESTIMATED QUANTITIES - ROAD 156, 210, 161 & I-80 SERVICE ROAD (BASE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Chip Seal, Type C Aggregate	SY	132,910
6	Emulsified Asphalt, CRS-2P	TN	222
7	Striping - White Edge 4", Match Existing	MI	6.7
8	Striping - Yellow Centerline 4", Match Existing	MI	9.5
9	Force Account	\$	10,000

SITE 6 ESTIMATED QUANTITIES - ROAD 156, 210, 161 & I-80 SERVICE ROAD (ALTERNATE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Fog Seal	TN	56
6	Force Account	\$	3,000

SITE 7 ESTIMATED QUANTITIES - ROAD 212 (BASE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Chip Seal, Type C Aggregate	SY	26,350
6	Emulsified Asphalt, CRS-2P	TN	44
7	Striping - Yellow Centerline 4", Match Existing	MI	1.9
8	Railroad Crossing Marking	EA	3.0
9	Force Account	\$	7,000

SITE 7 ESTIMATED QUANTITIES - ROAD 212 (ALTERNATE BID)			
Item No.	Description	Unit	Estimated Quantity
1	Mobilization	LS	1
2	Bonds and Insurance	LS	1
3	Traffic Control and Site Safety	LS	1
4	Quality Control Testing	LS	1
5	Fog Seal	TN	11
6	Force Account	\$	1,000

CHEYENNE, LARAMIE COUNTY, WYOMING

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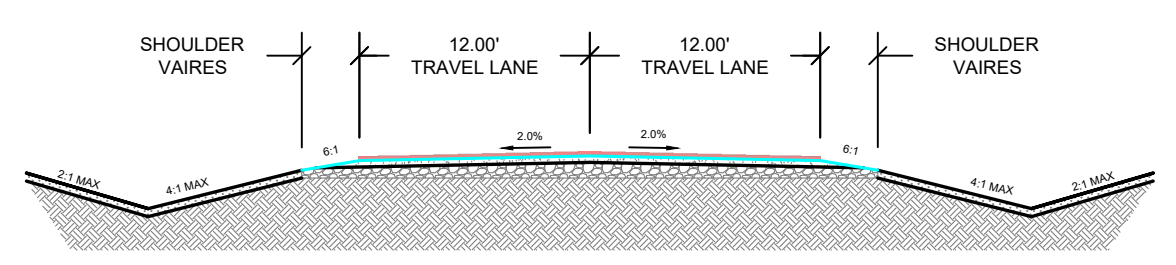
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 CHIP SEAL - 2026
 TYPICAL SECTIONS

CHEYENNE, LARAMIE COUNTY, WYOMING

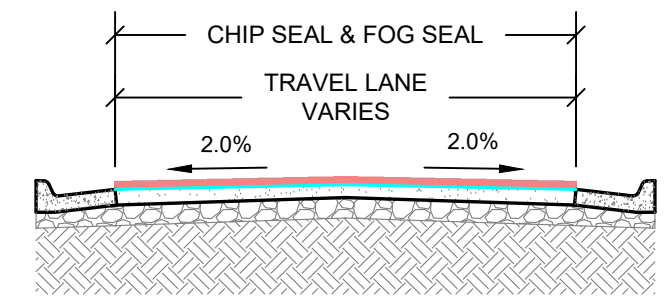
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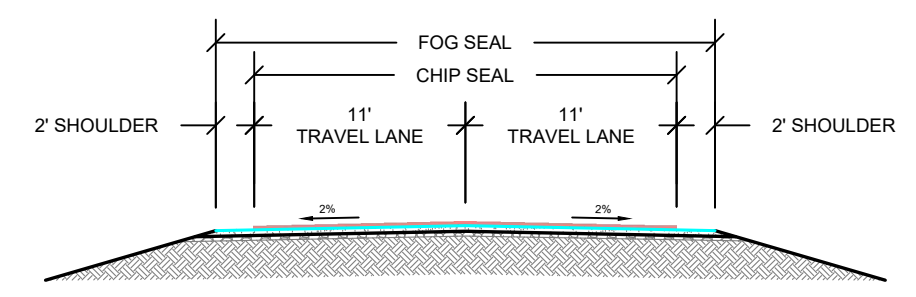
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 ROAD TYPICAL SECTION
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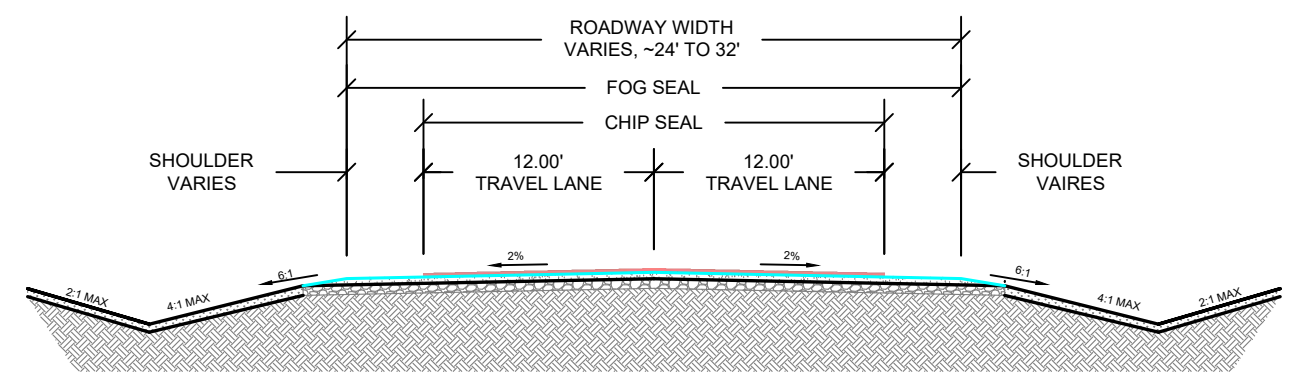
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 ENTRANCE/EXIT ROAD TYPICAL SECTION
 N.T.S.



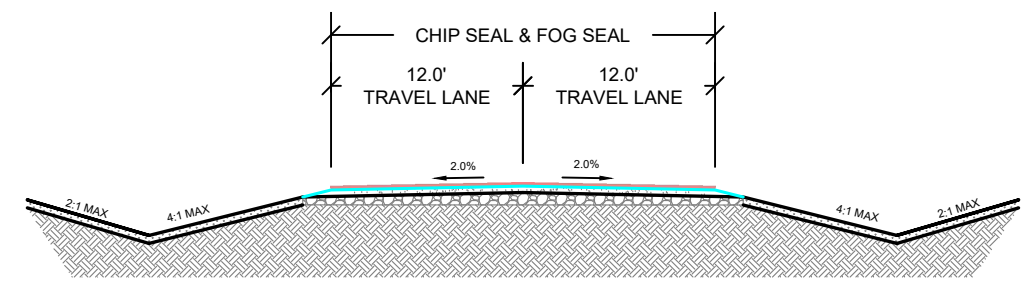
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SITE 3
 EXISTING ROAD 142, HILLSDALE, ROAD 143
 TYPICAL SECTION
 N.T.S.

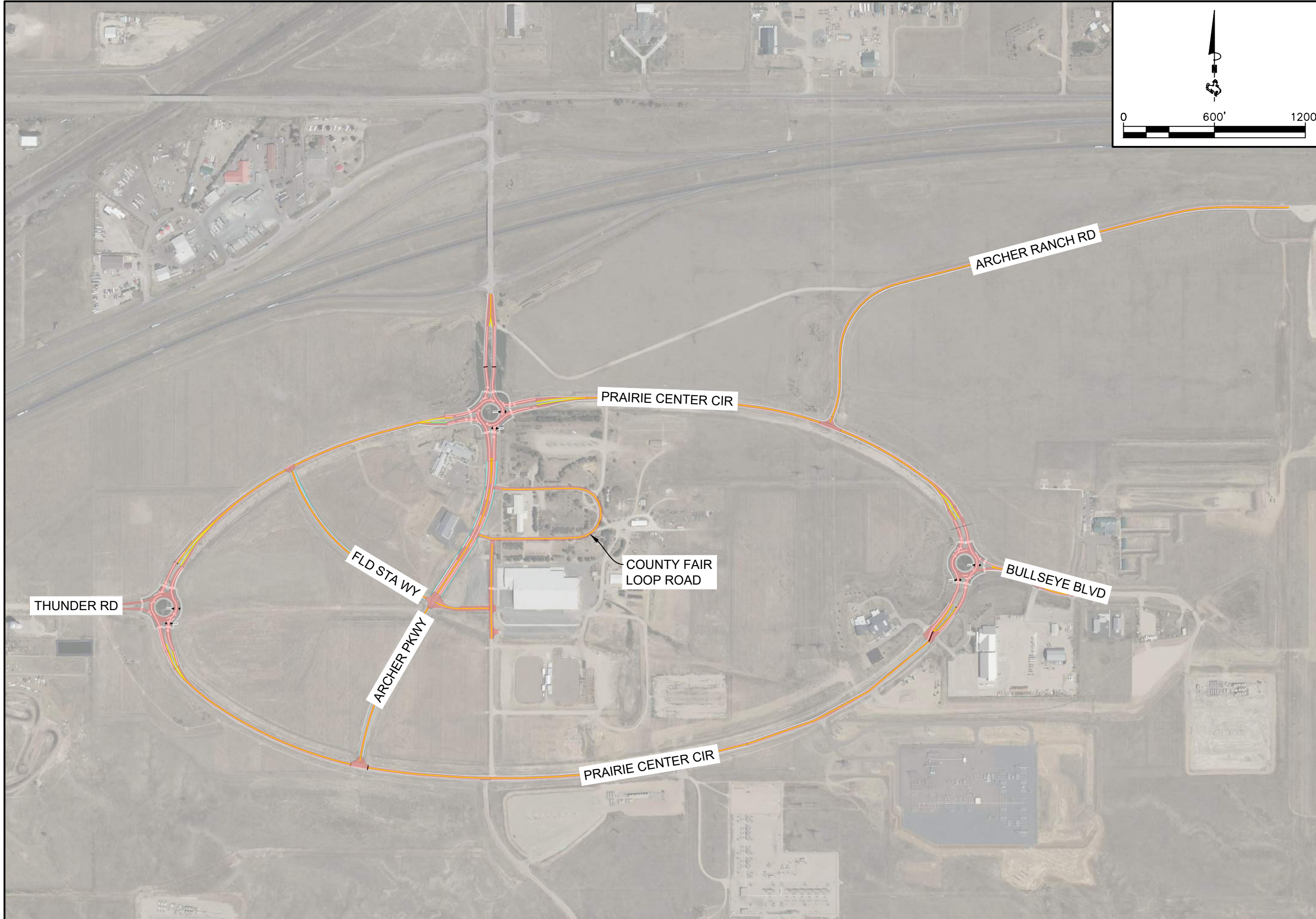


SITE 4, 5, 6, AND 7
 EXISTING ROAD 213, OLD STATE HWY 213,
 156, 210, 161, AND I-80 SERVICE ROAD
 TYPICAL SECTION
 N.T.S.



NOTE:
 I-80 SERVICE ROAD VARIES IN WIDTH AS IT GETS CLOSER TO PINE BLUFF & PARSON STREET. WHEN THE ASPHALT WIDTH EXCEEDS 26', CONTRACTOR SHALL ONLY CHIP SEAL 24' WIDE. FOG SEAL SHALL BE PLACED FROM EDGE OF ASPHALT TO EDGE OF ASPHALT

SITE 1 - ARCHER COMPLEX OVERALL



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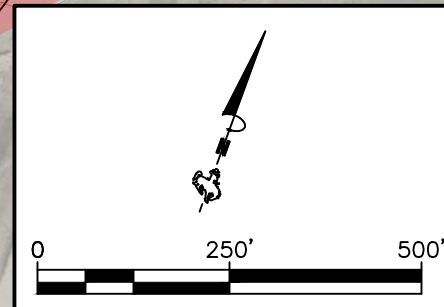
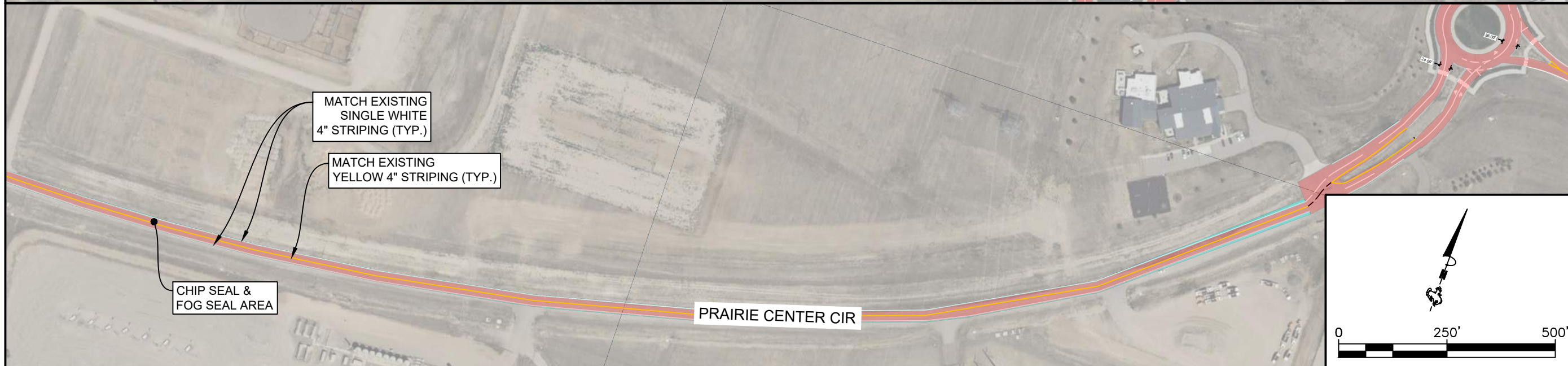
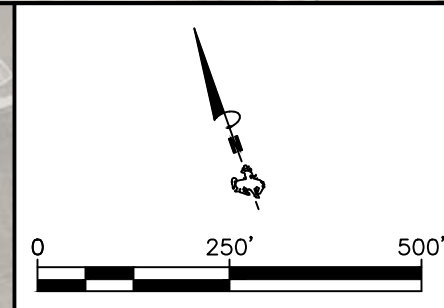
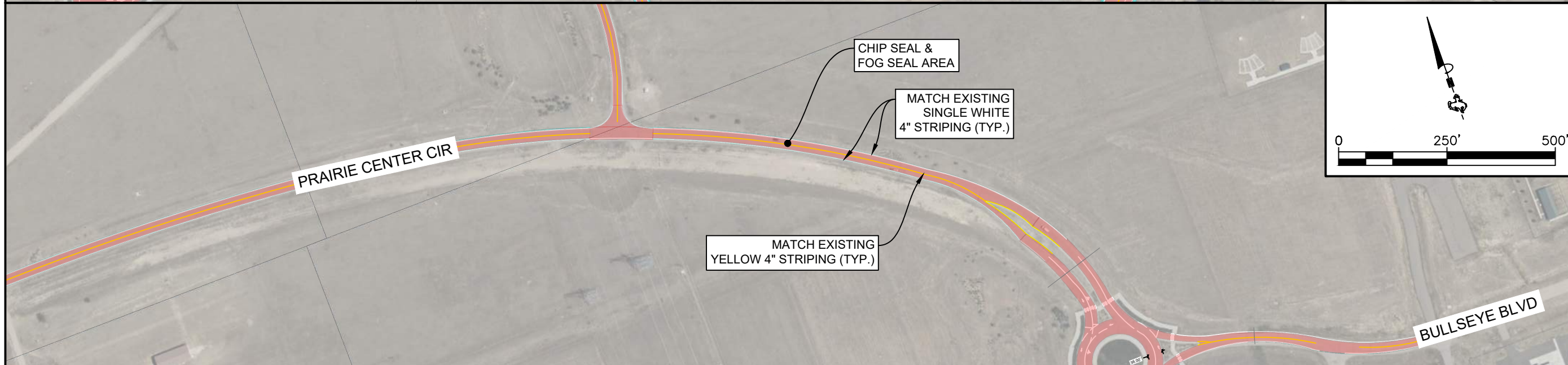
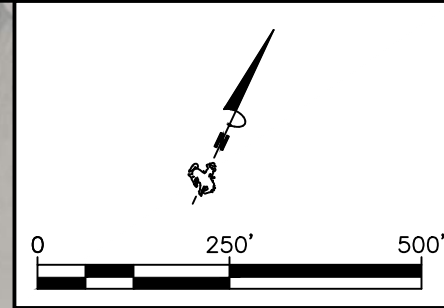
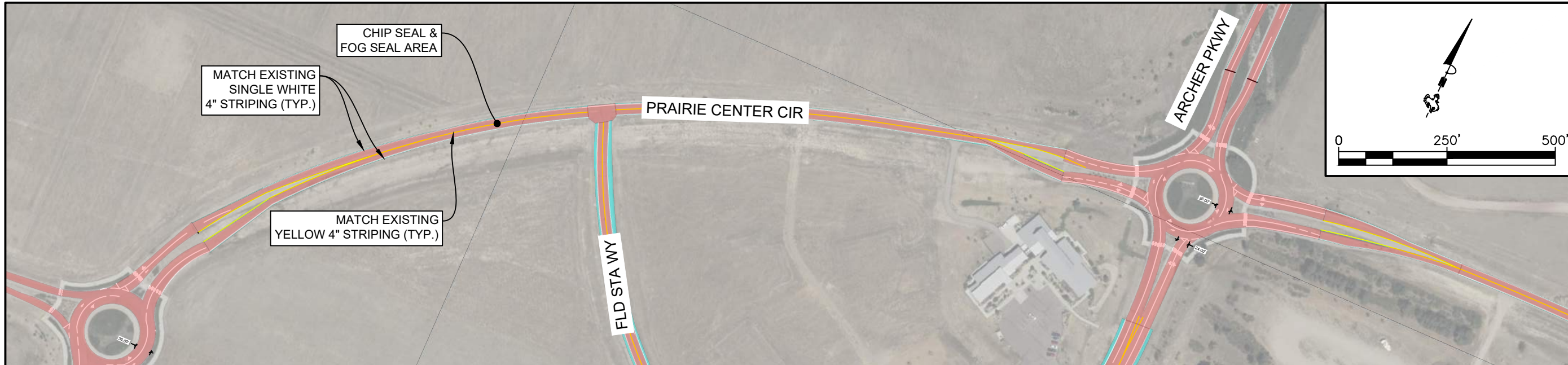
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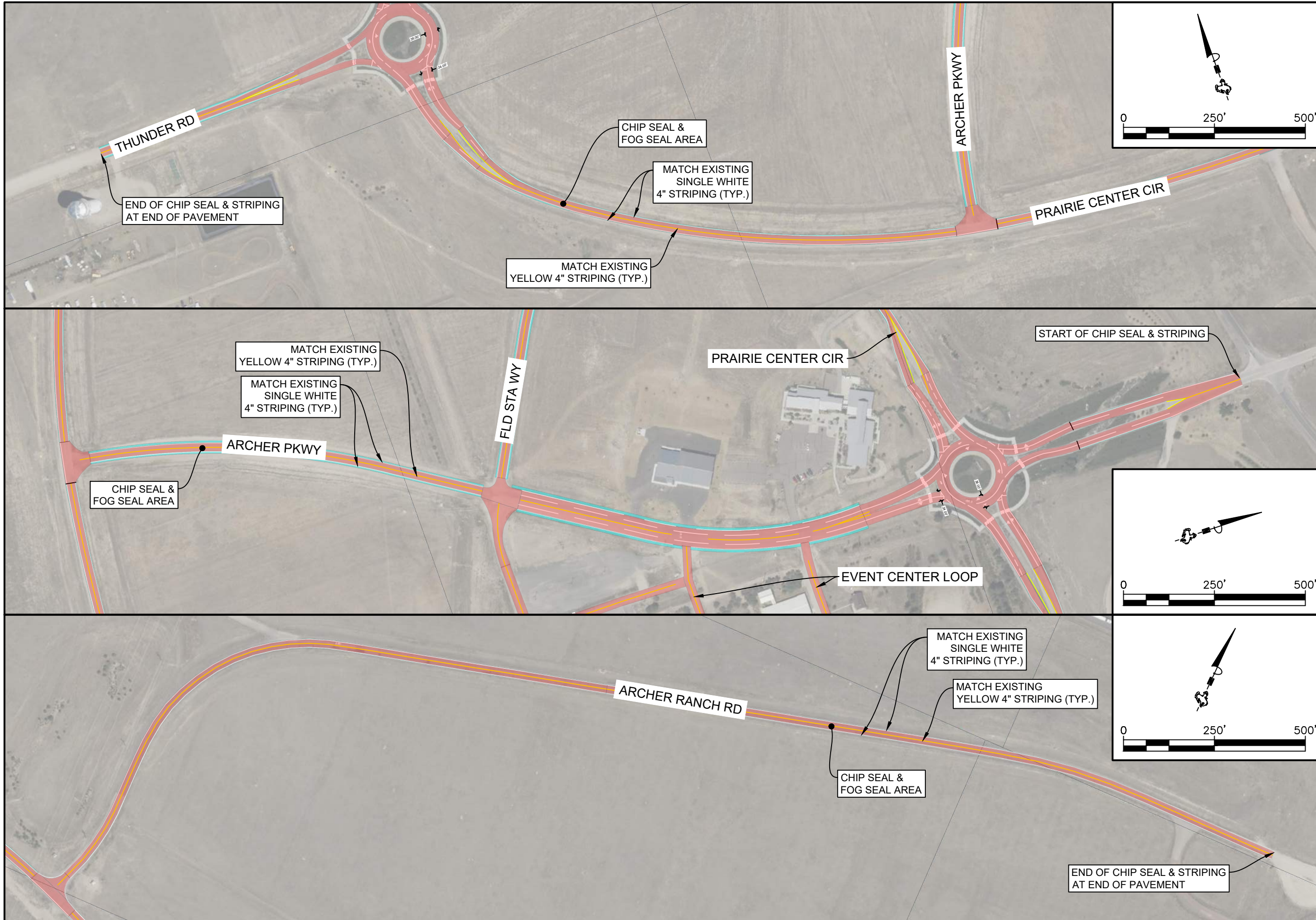
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 SITE 1 - ARCHER COMPLEX

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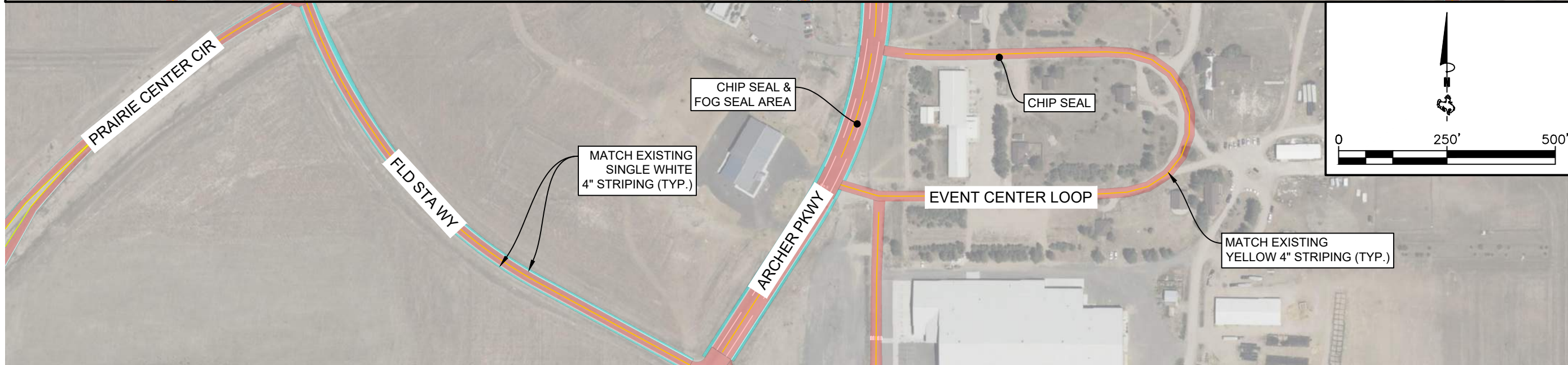
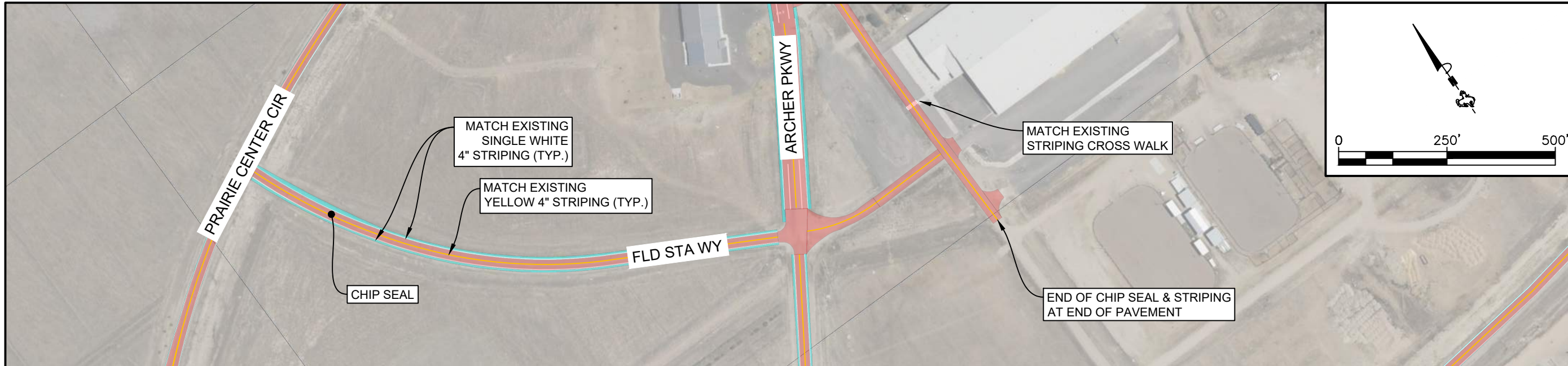
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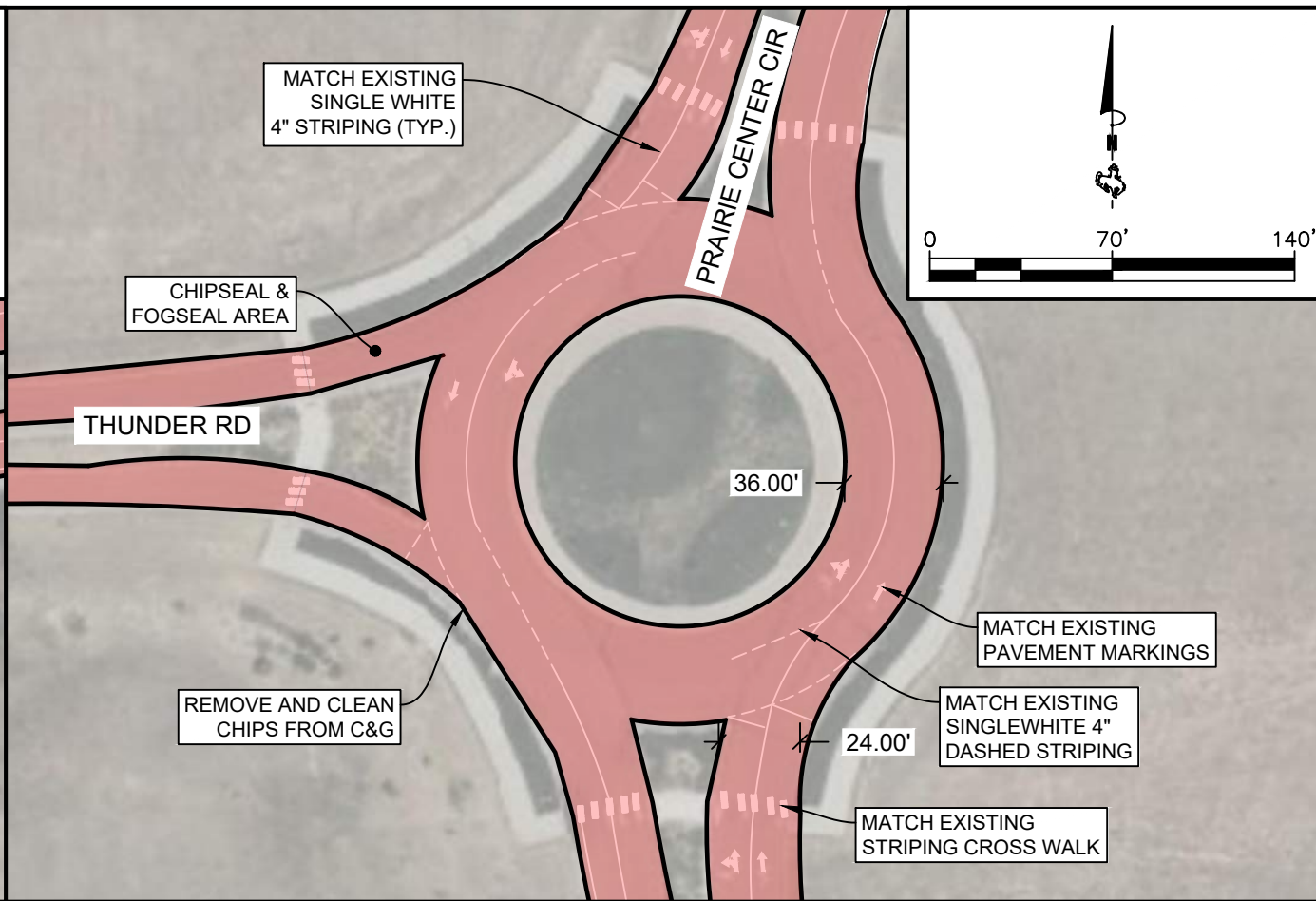
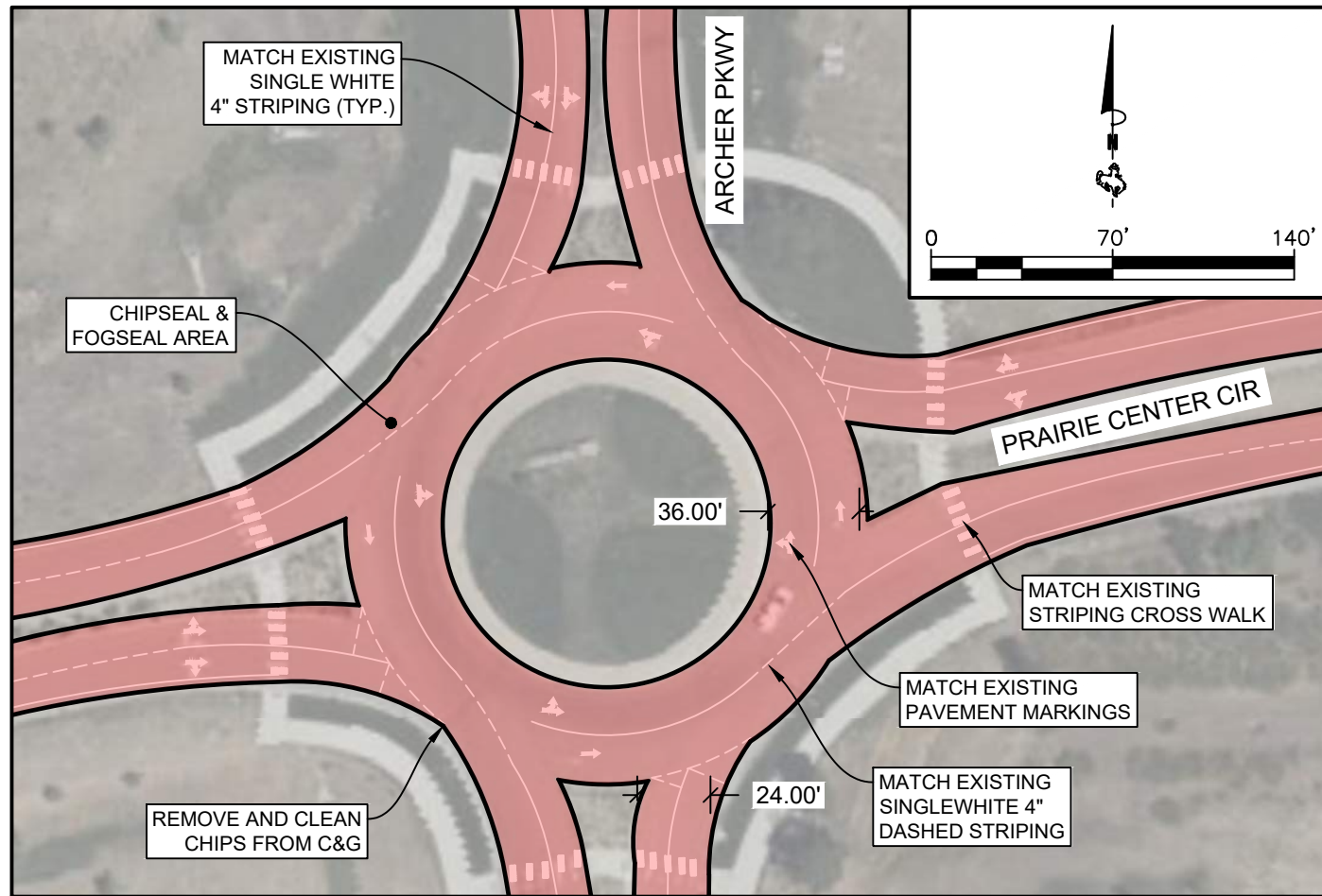
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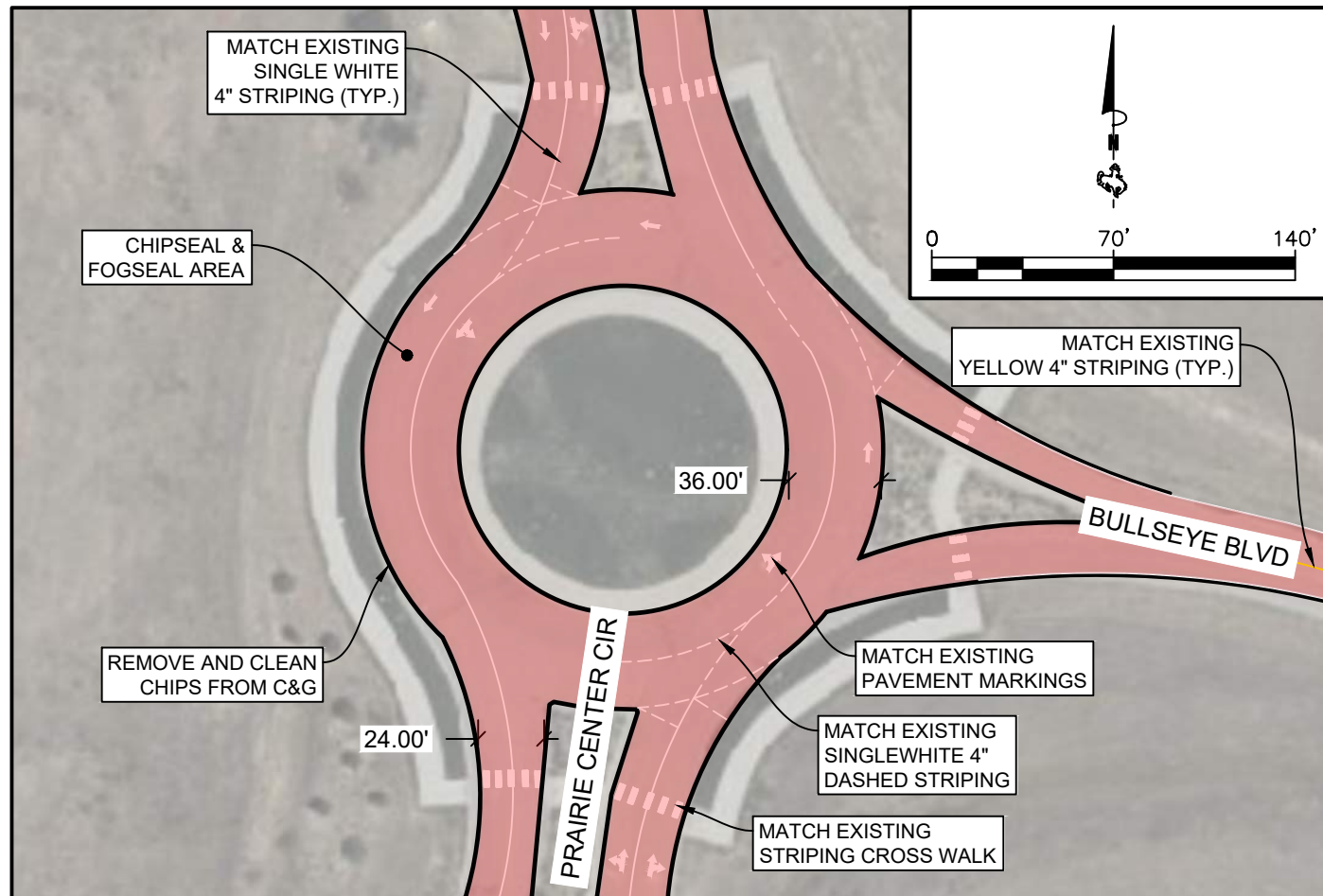
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SITE 1 - ARCHER COMPLEX ARCHER PKWY ROUNDABOUT

ARCHER COMPLEX THUNDER RD ROUNDABOUT



ARCHER COMPLEX BULLSEYE BLVD ROUNDABOUT



NOTES:

1. MATCH EXISTING STRIPING AS IS CURRENTLY, OTHERWISE FOLLOW PLANS AS SHOW
2. IN AREAS WHERE THERE IS EXISTING CURB & GUTTER, CONTRACTOR SHALL SWEEP AND REMOVE EXCESS CHIPS AND NOT SWEEP CHIPS INTO CURB & GUTTER AND LEAVE CHIPS

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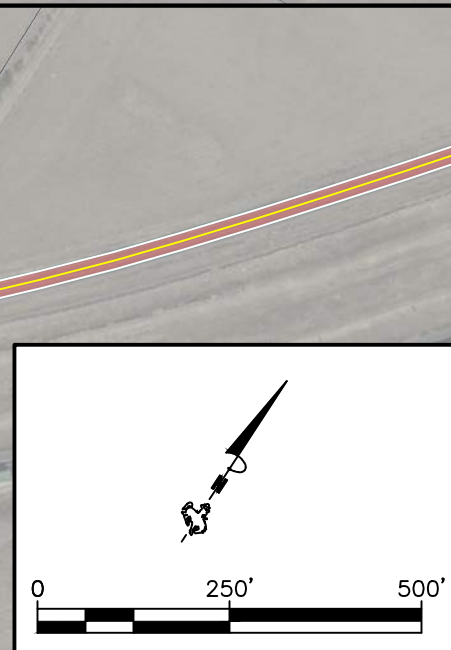
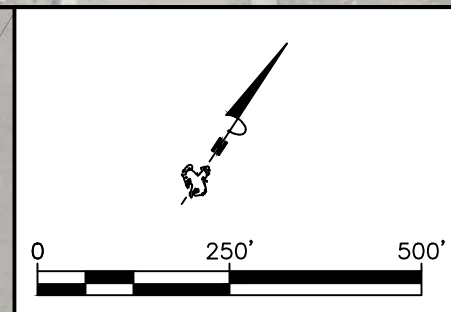
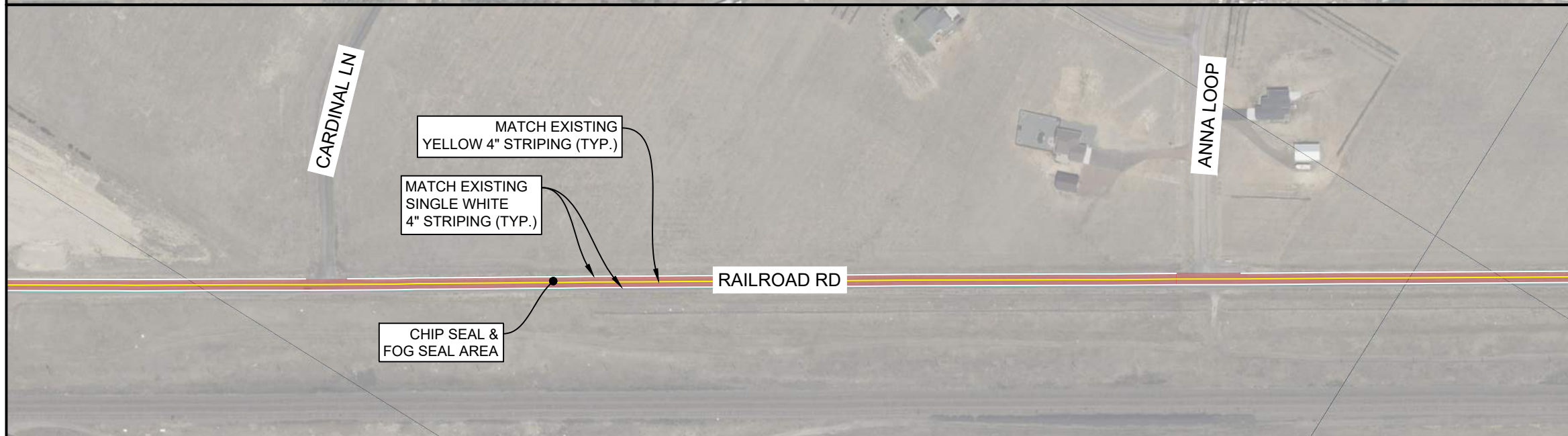
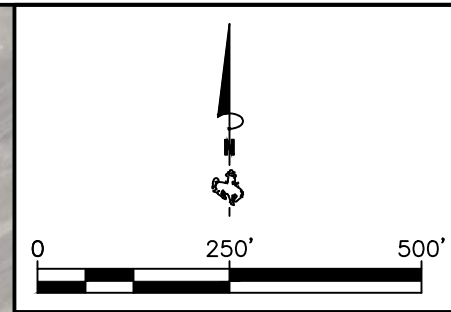
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SITE 2 - RAILROAD RD



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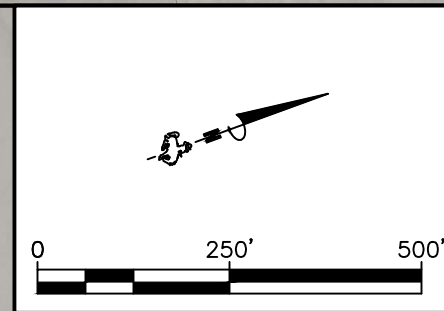
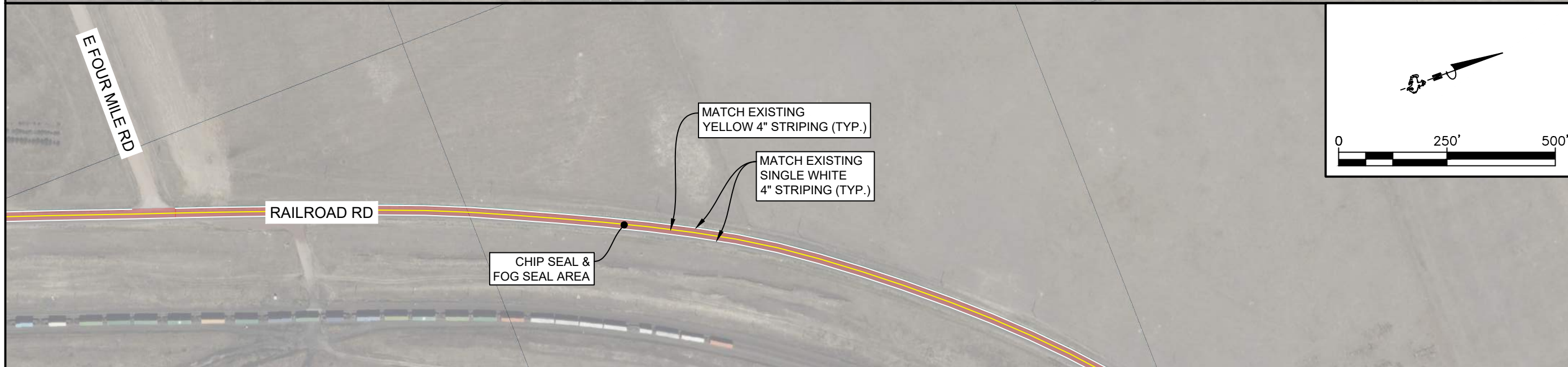
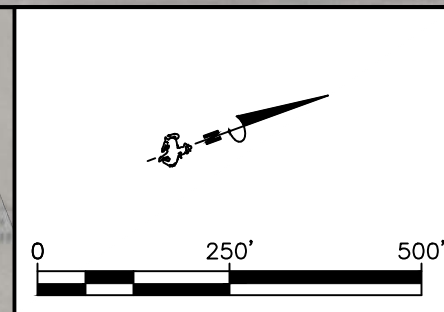
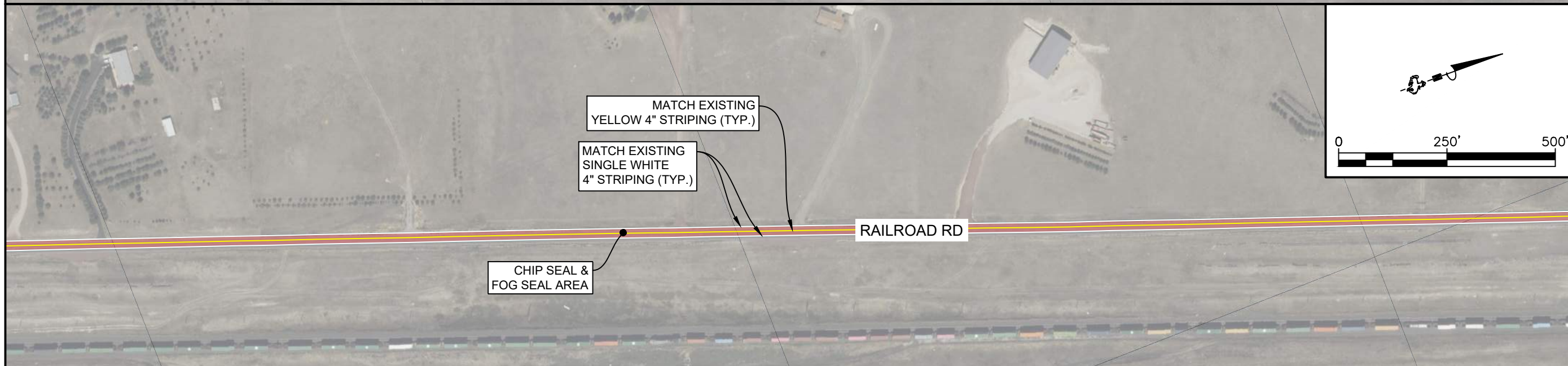
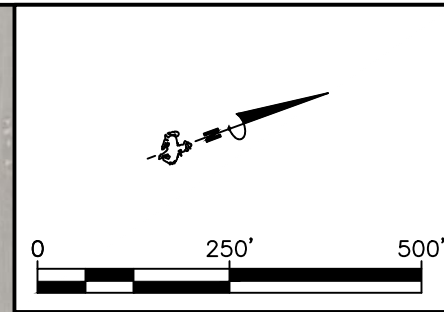
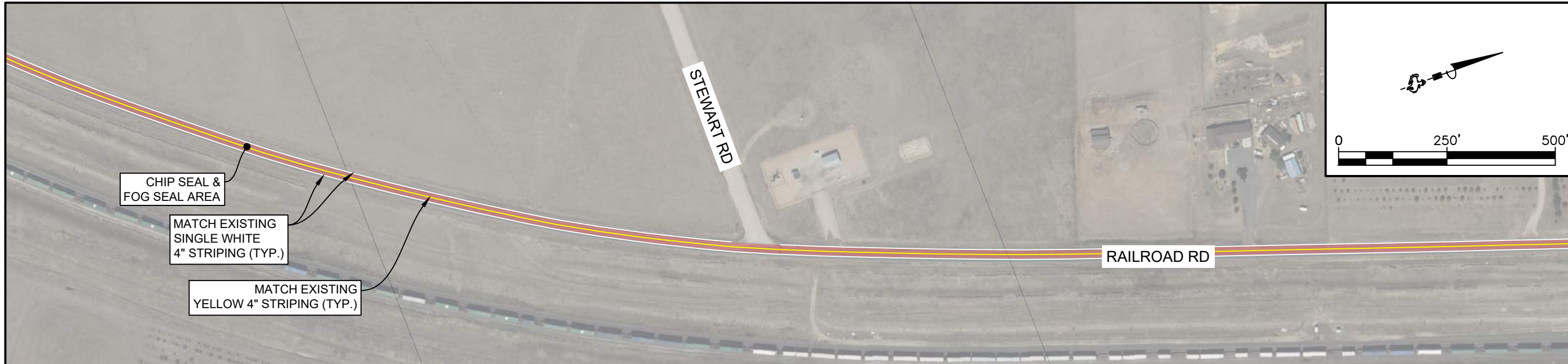
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 SITE 2 - RAILROAD RD

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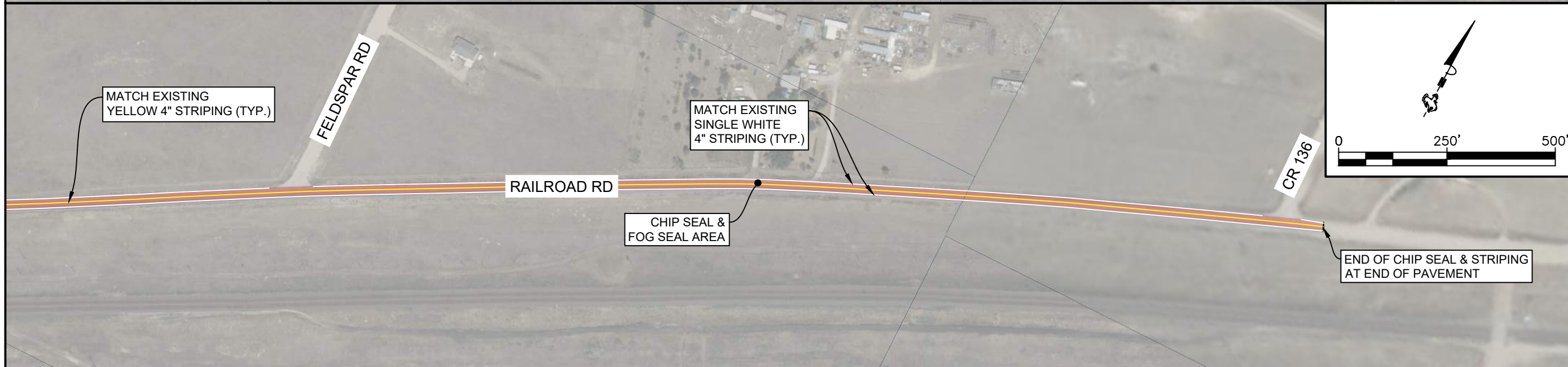
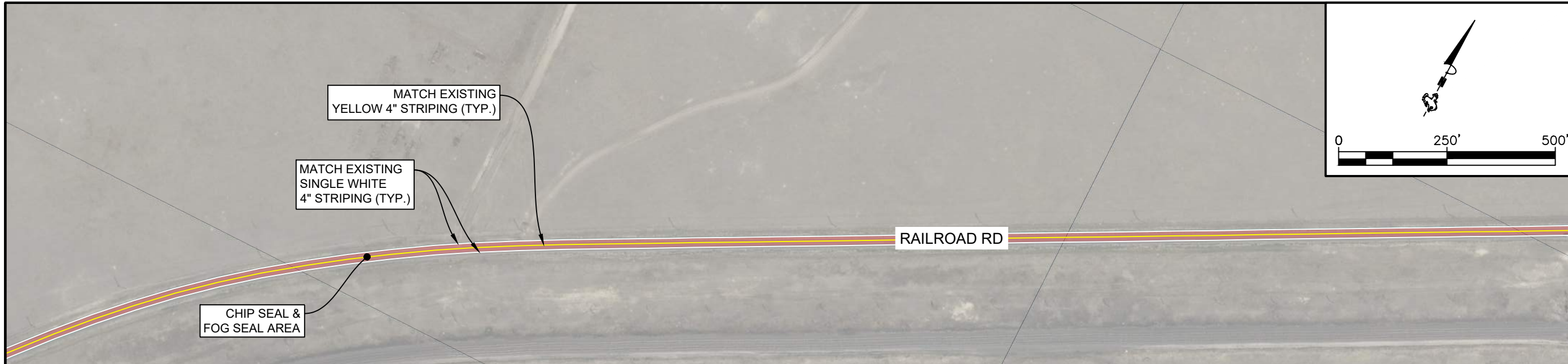
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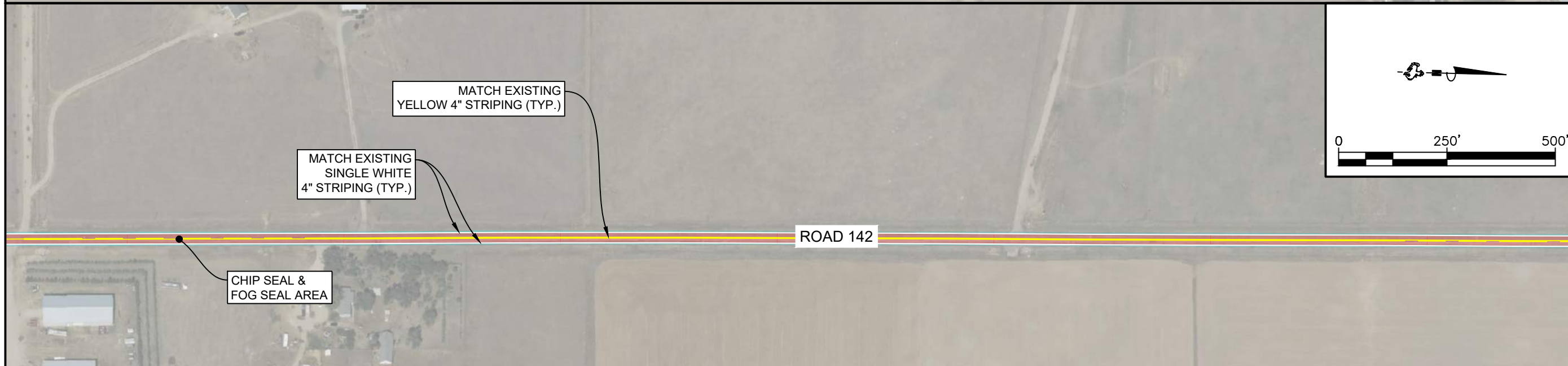
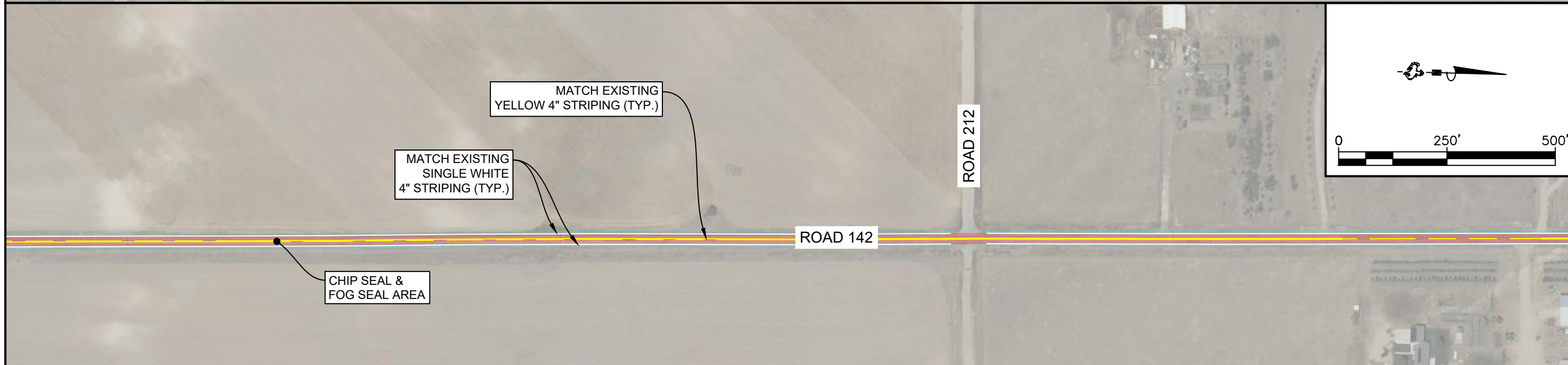
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SITE 3 - ROAD 142



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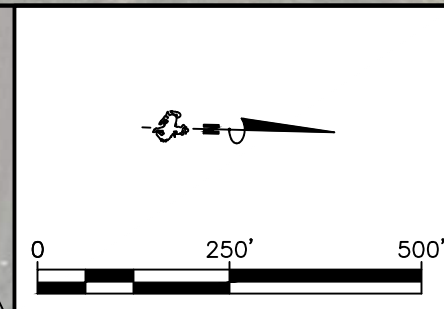
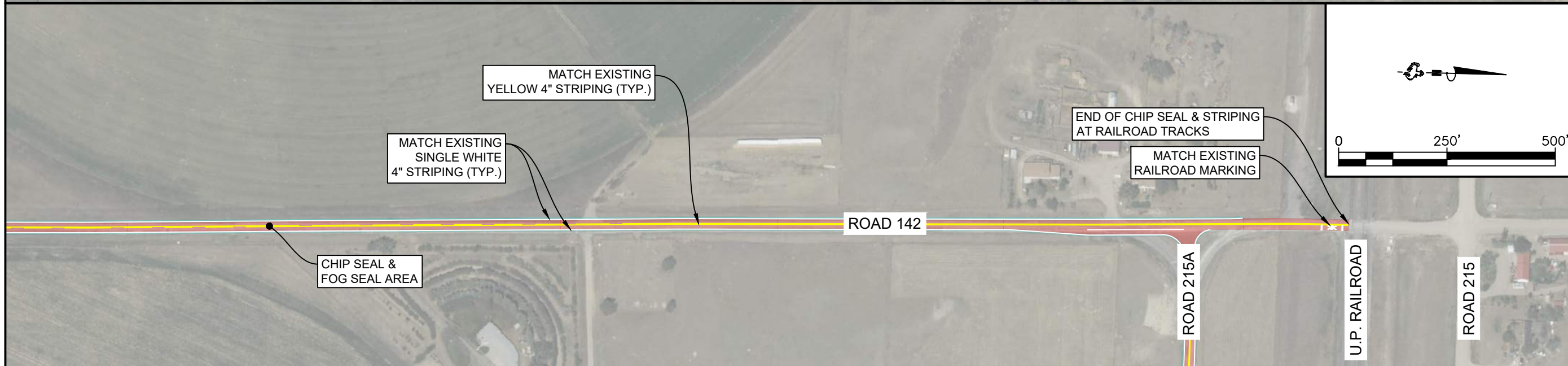
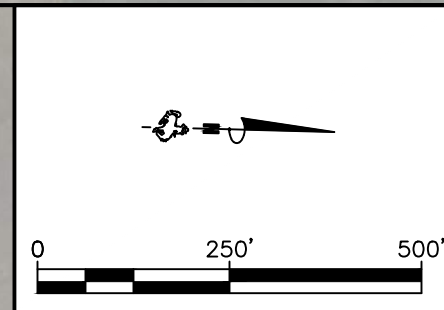
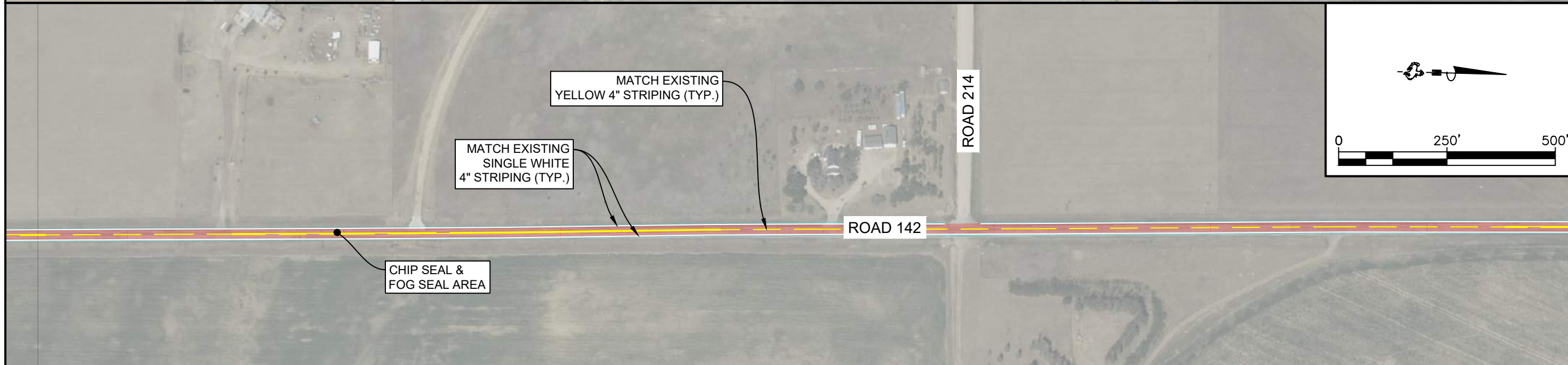
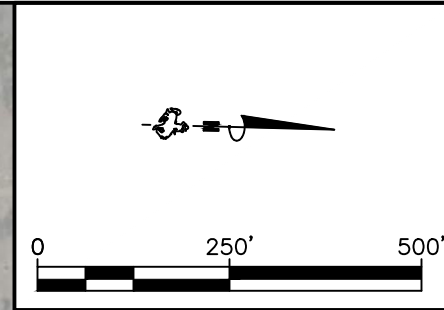
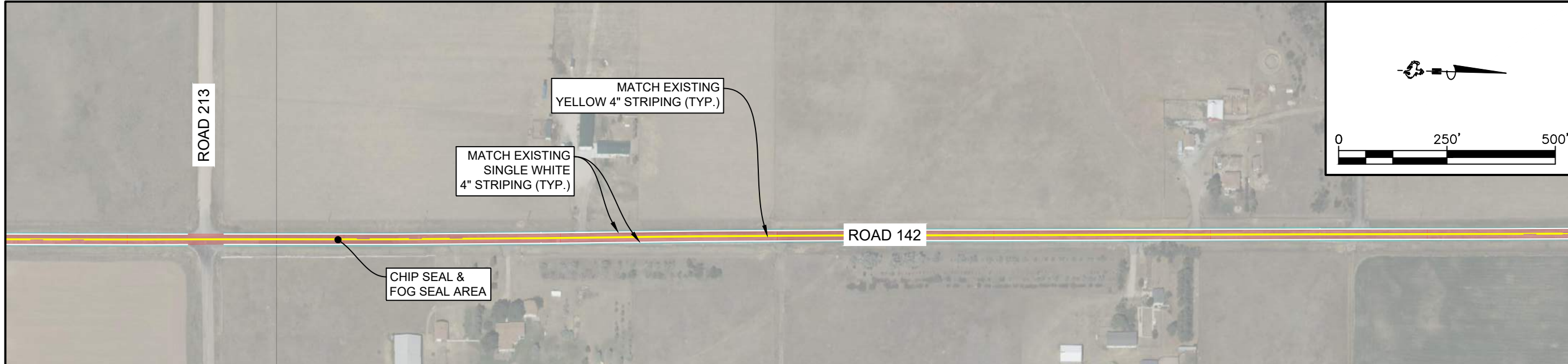
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 CHIP SEAL - 2026
 SITE 3 - ROAD 142

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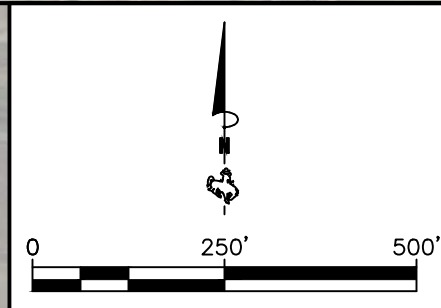
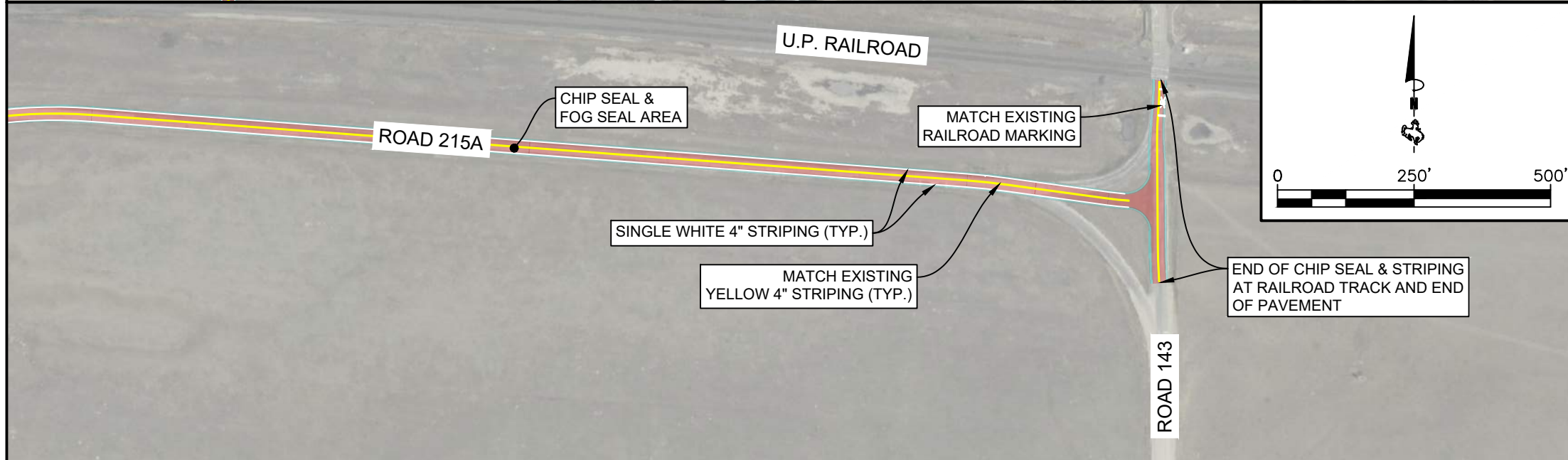
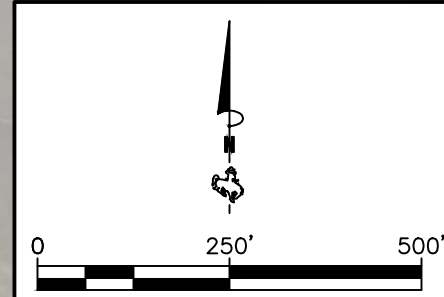
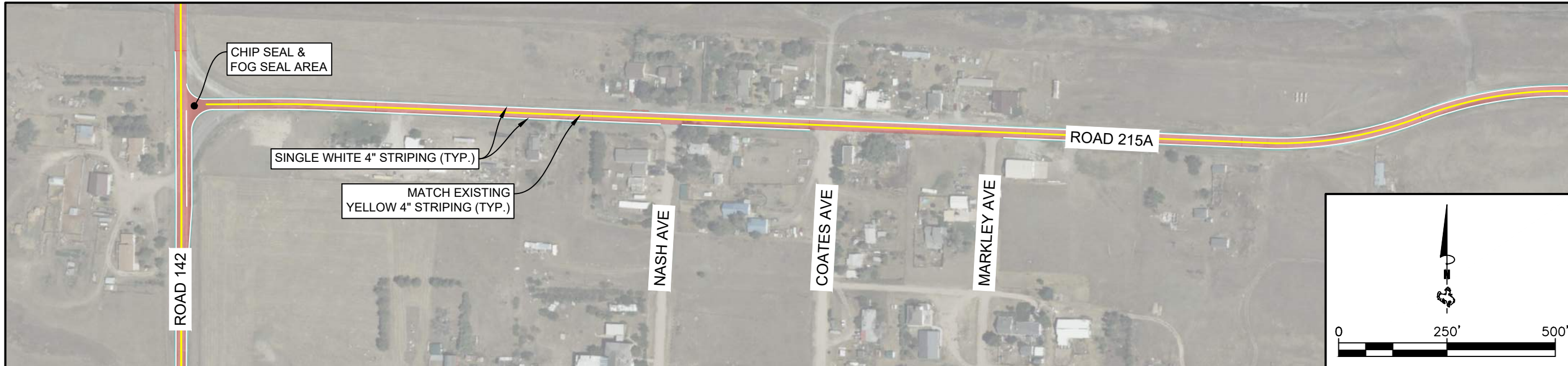
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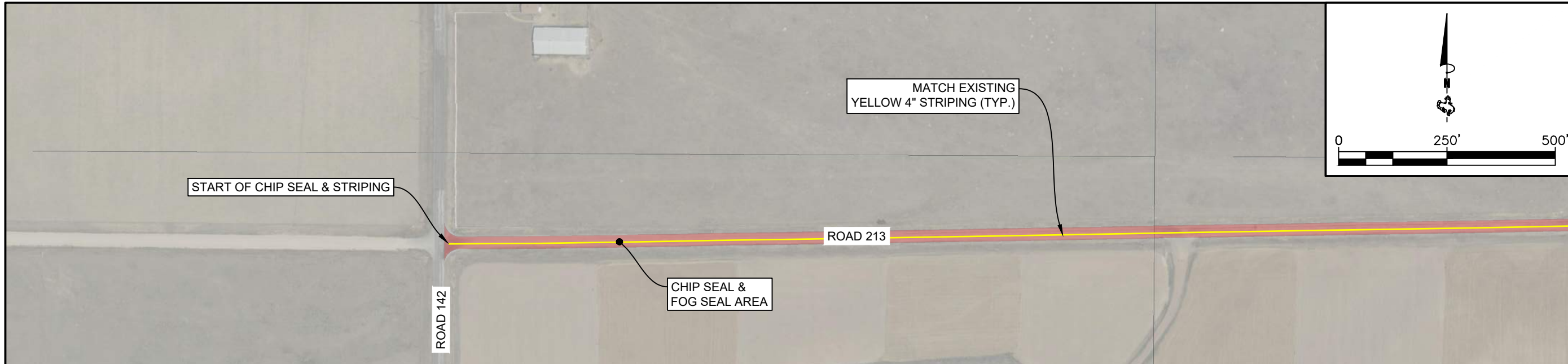
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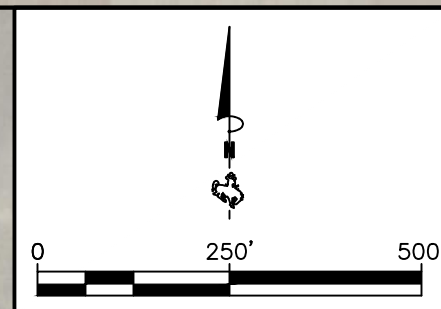
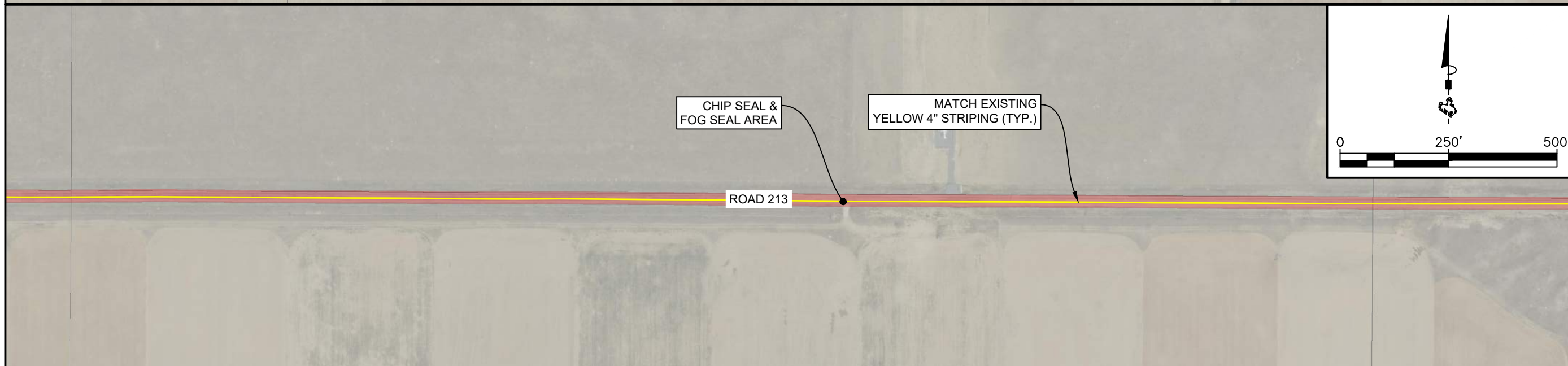
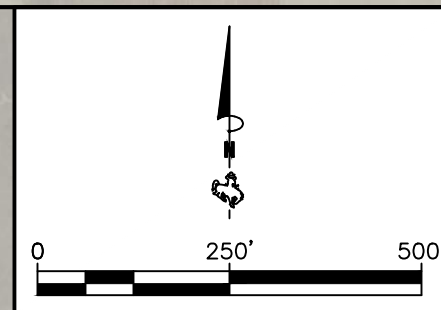
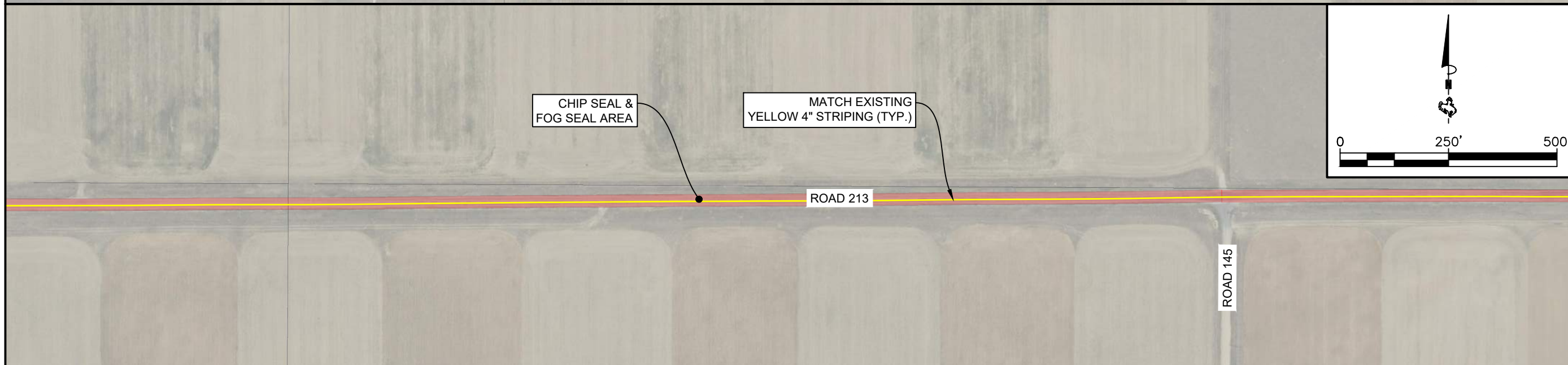
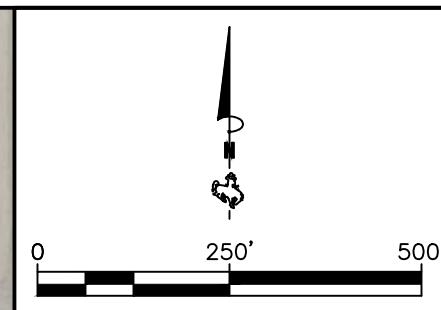
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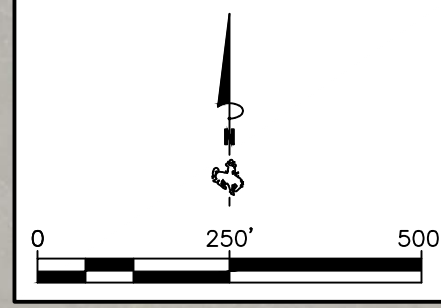
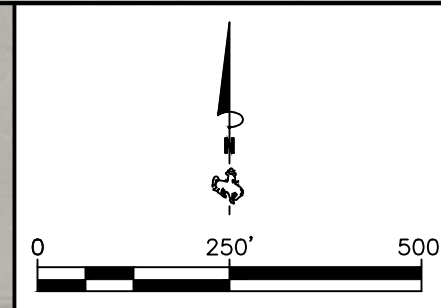
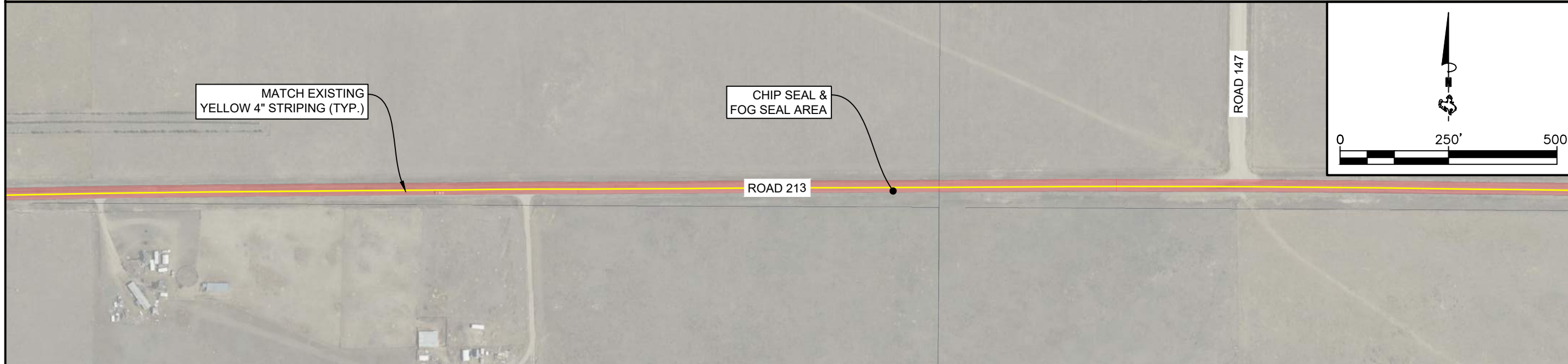
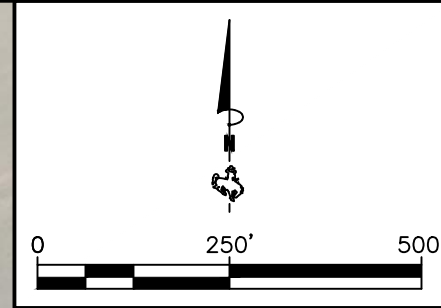
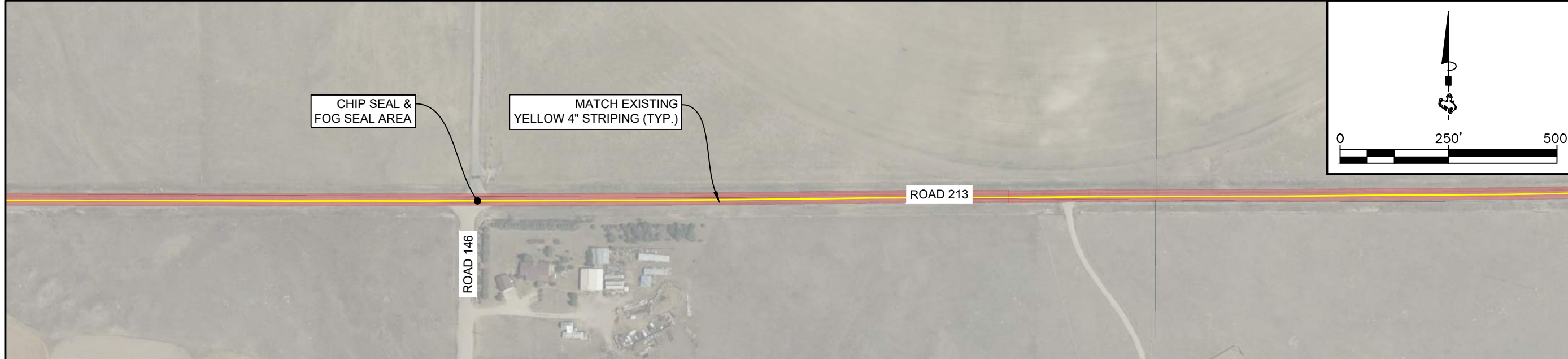
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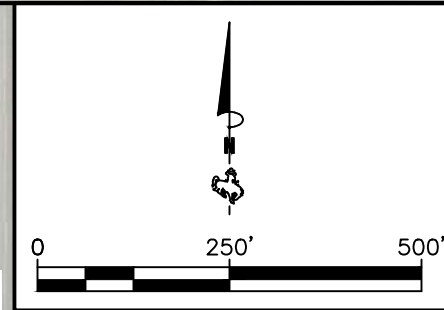
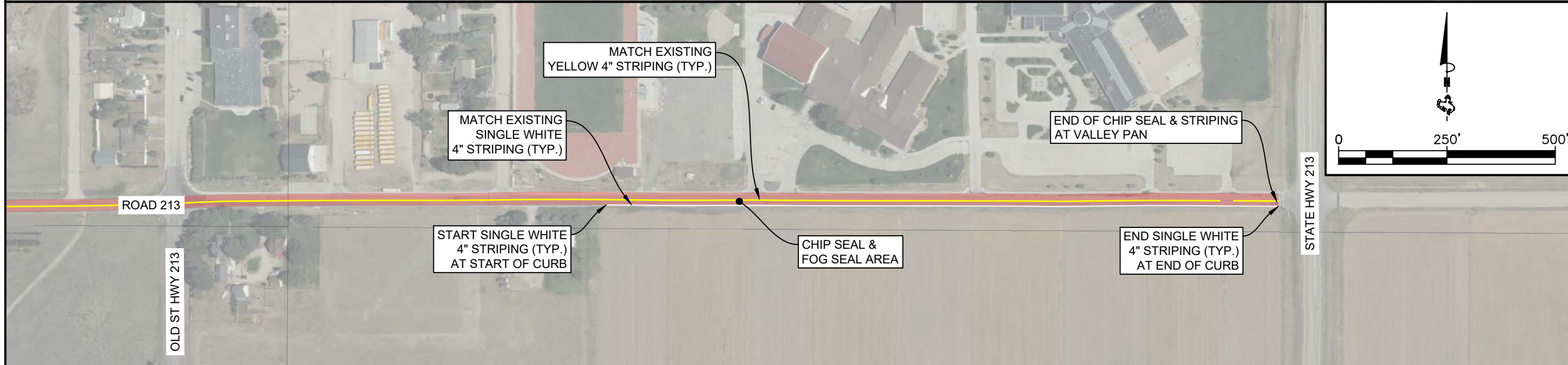
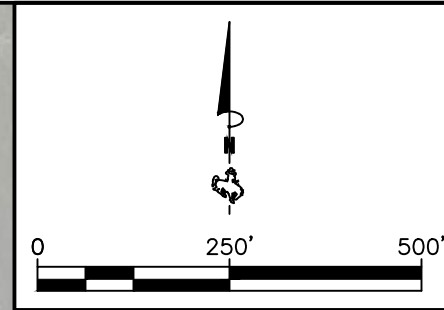
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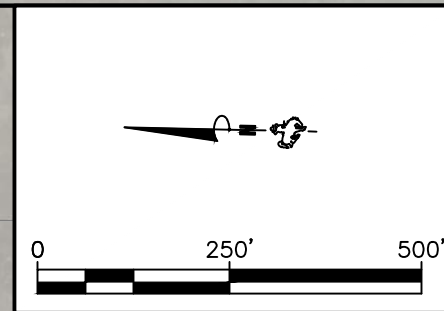
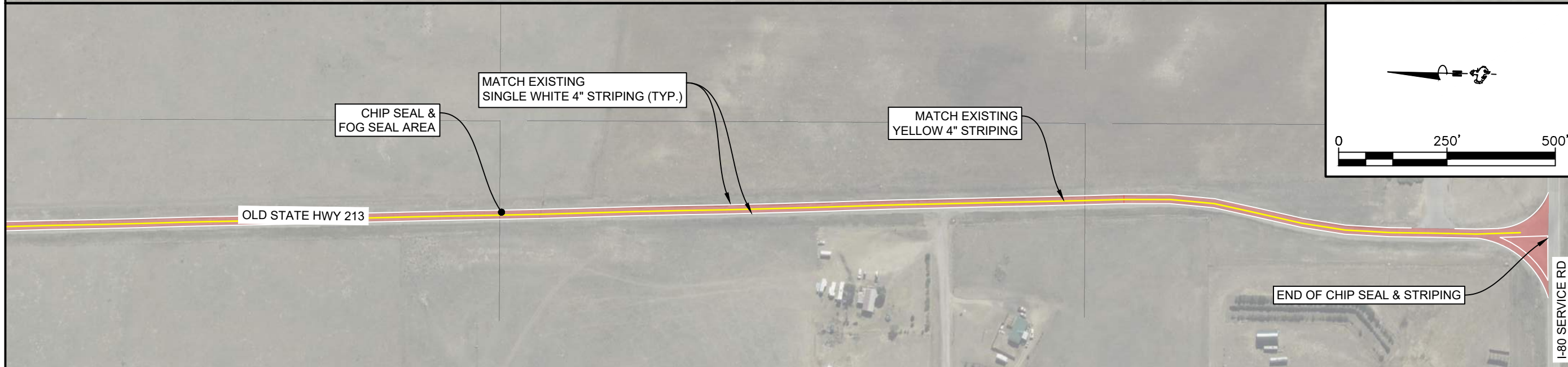
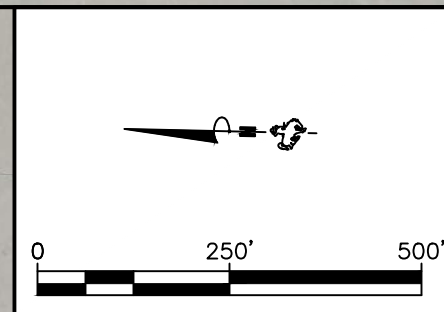
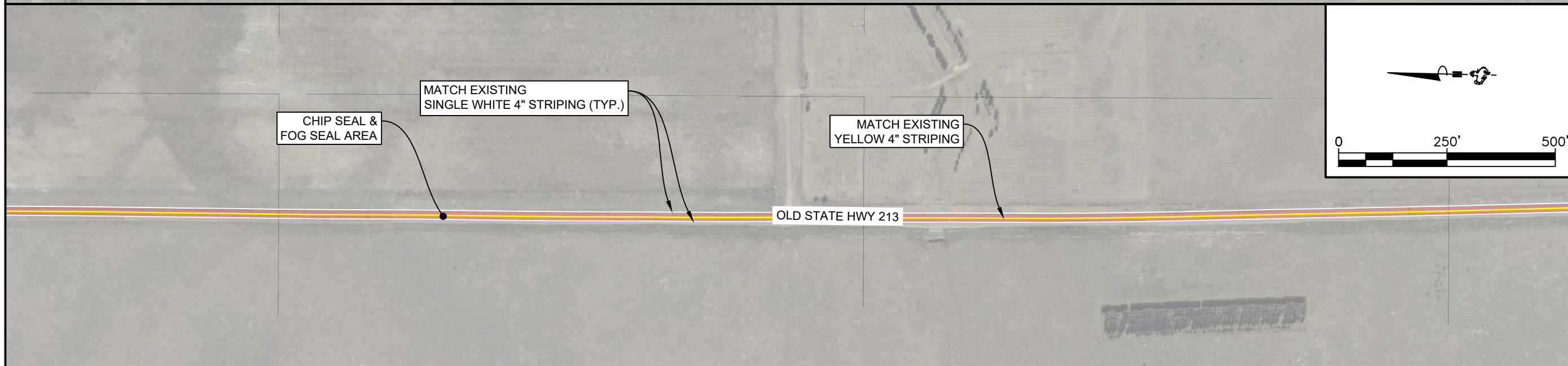
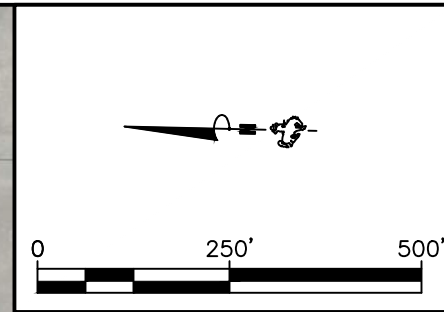
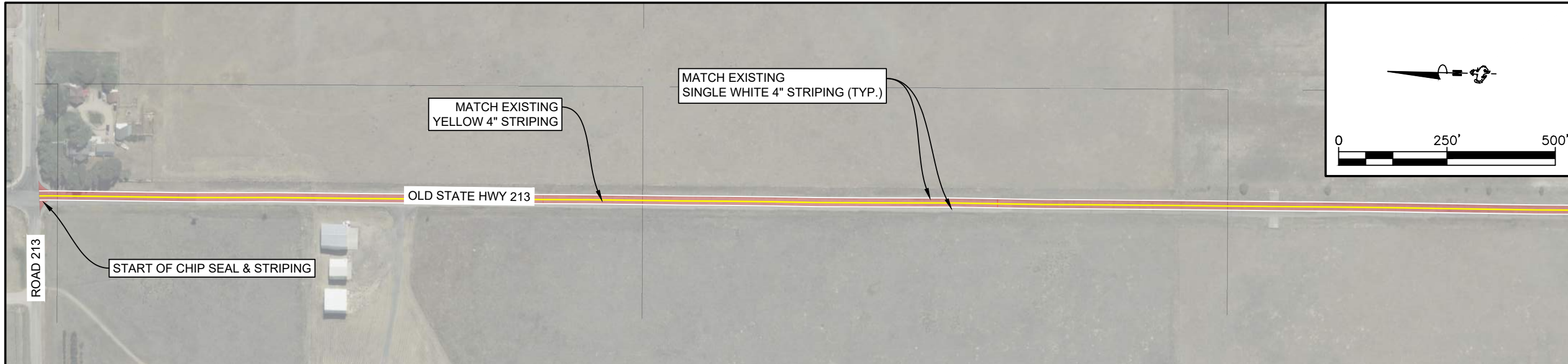
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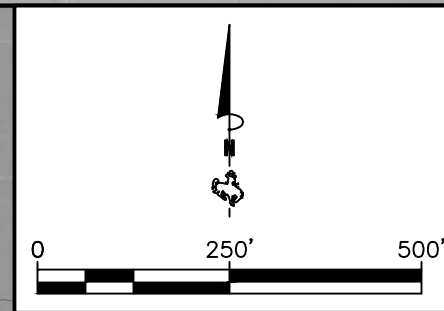
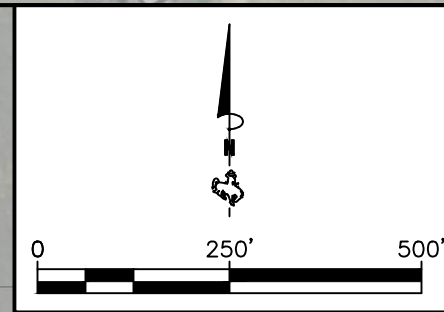
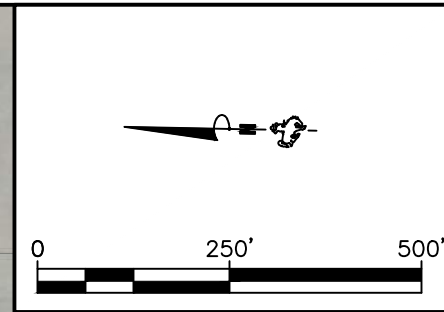
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I-80 SERVICE RD

SITE 6 - ROAD 156, 210, 161, AND I-80 SERVICE ROAD



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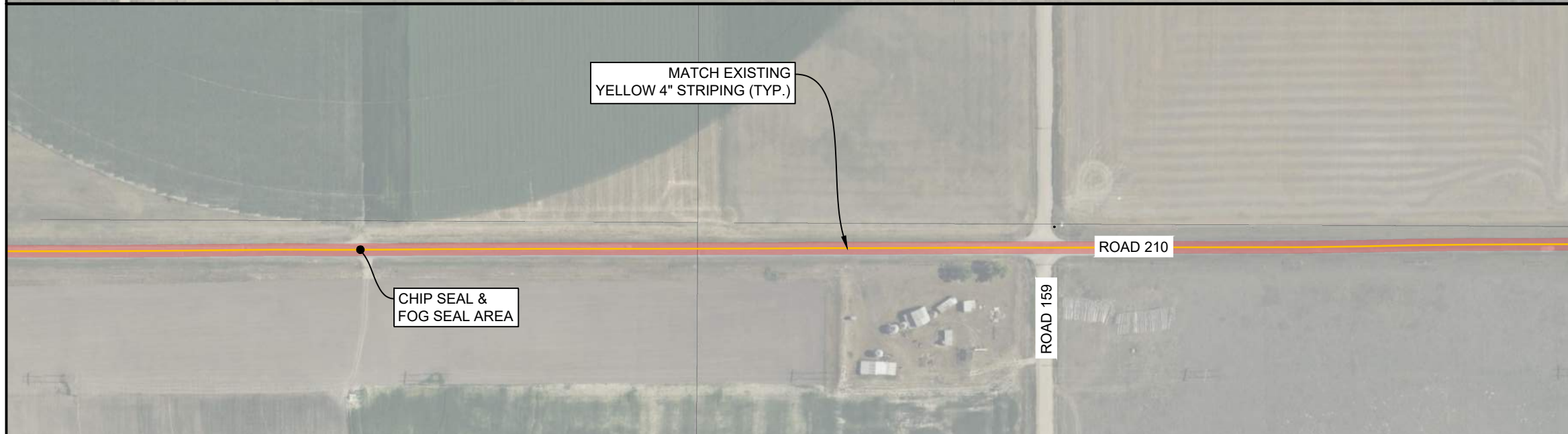
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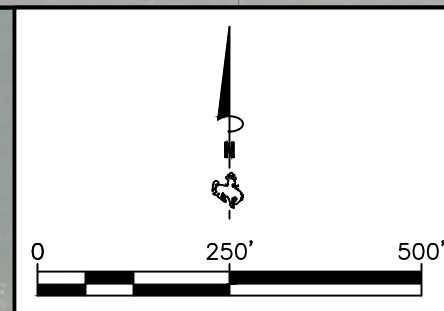
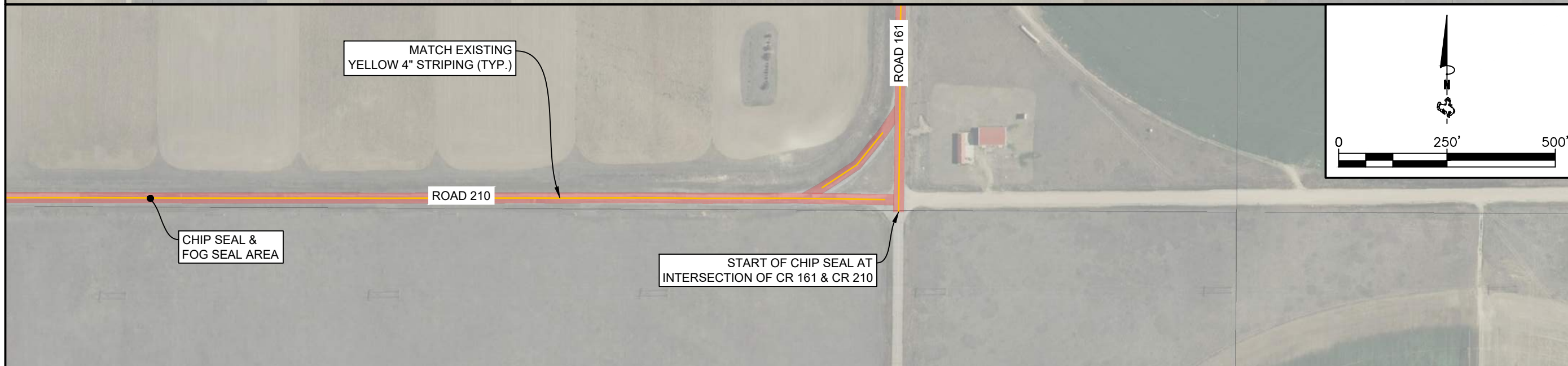
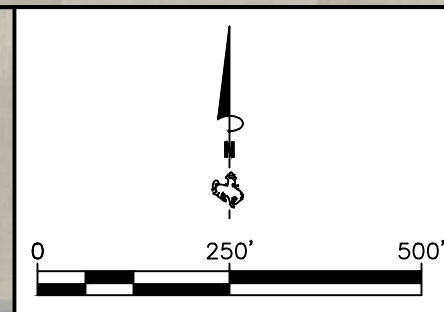
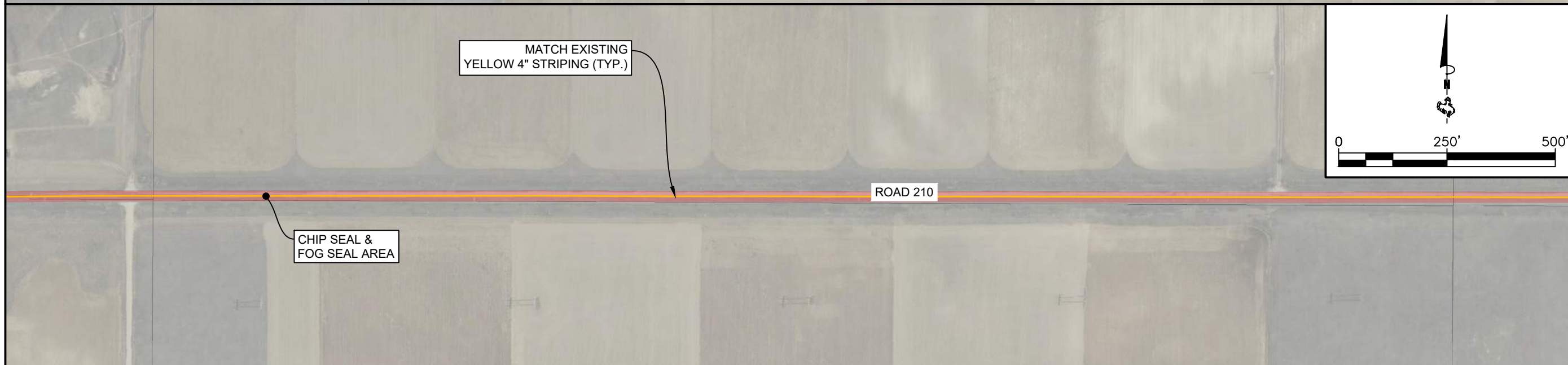
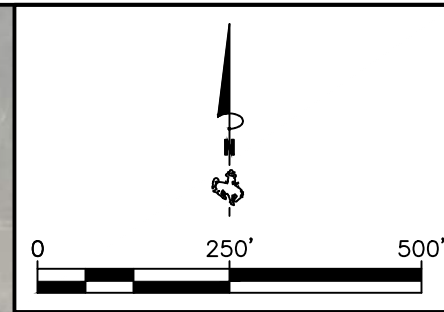
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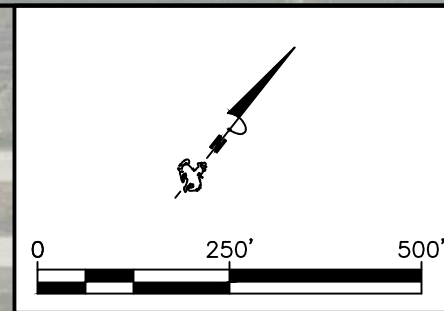
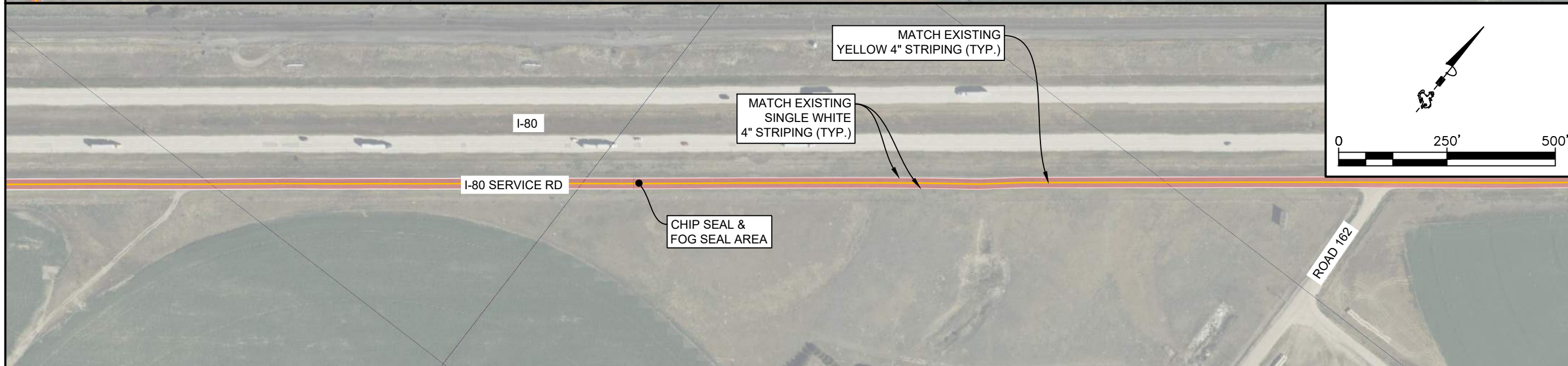
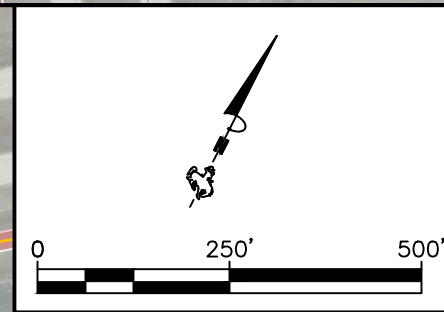
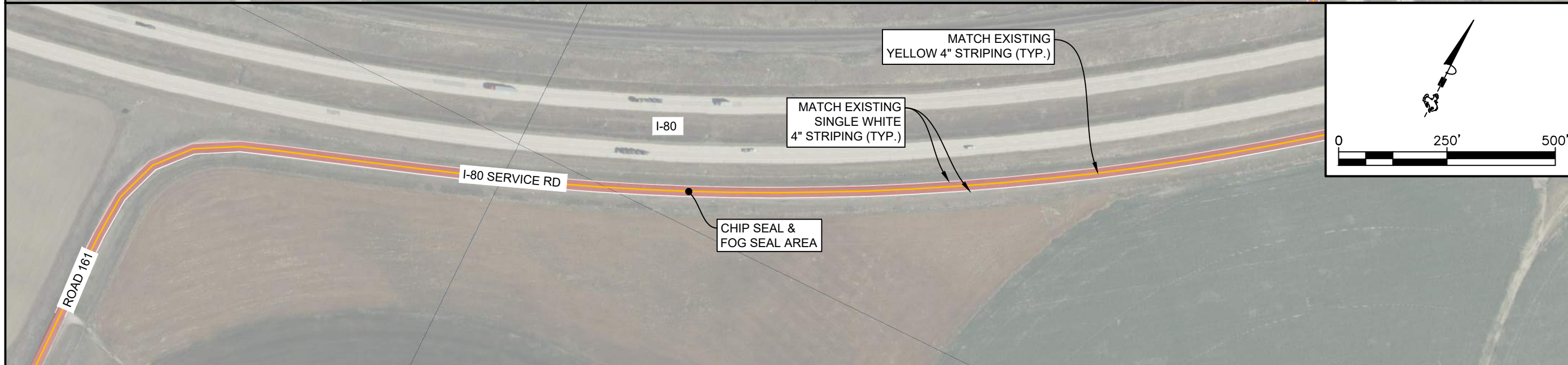
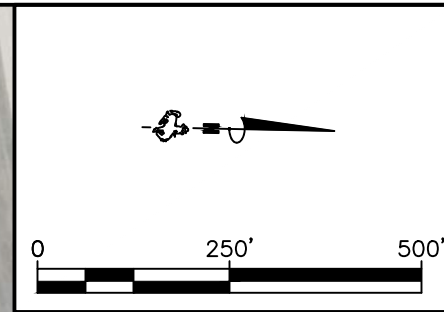
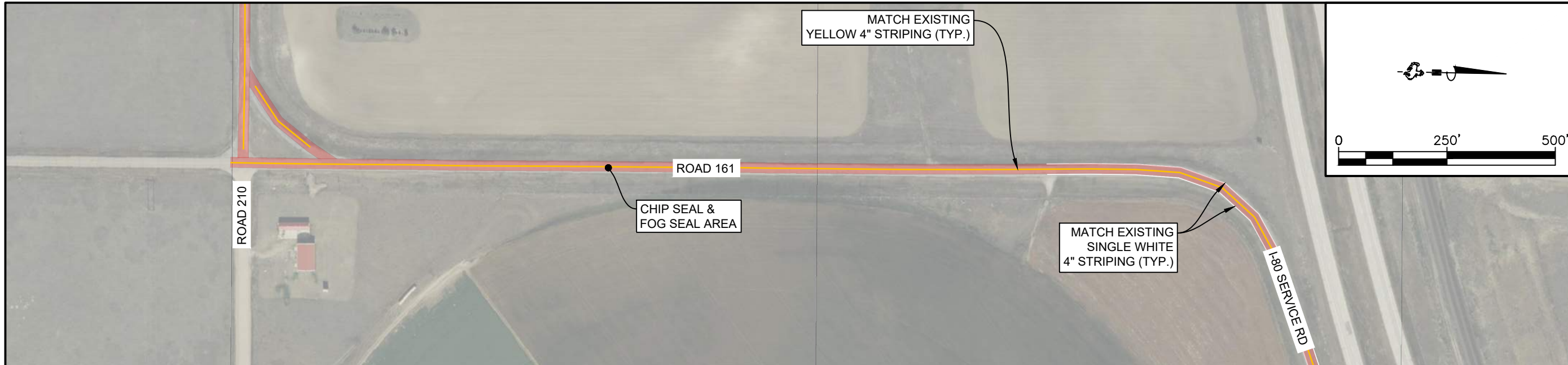
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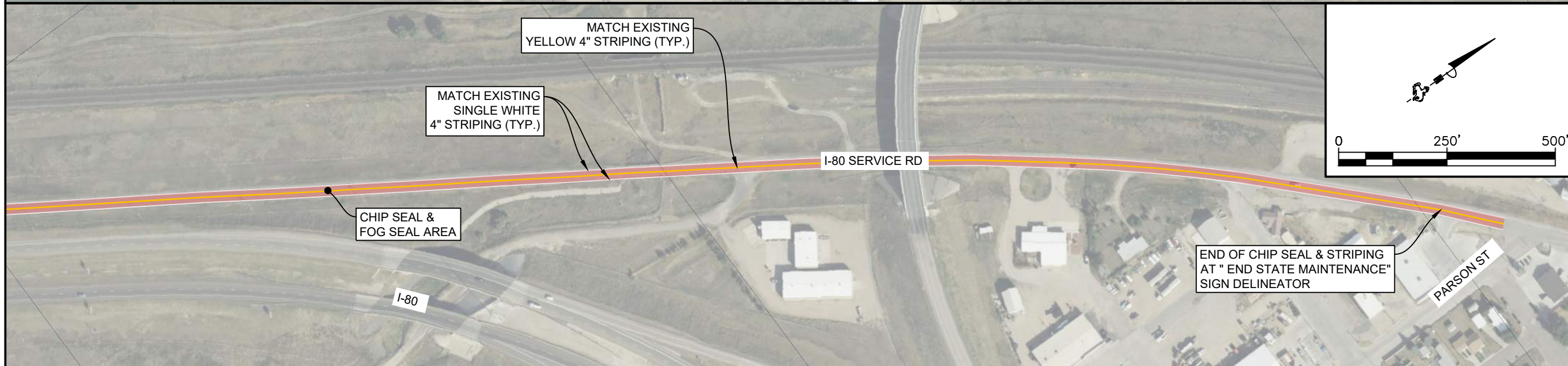
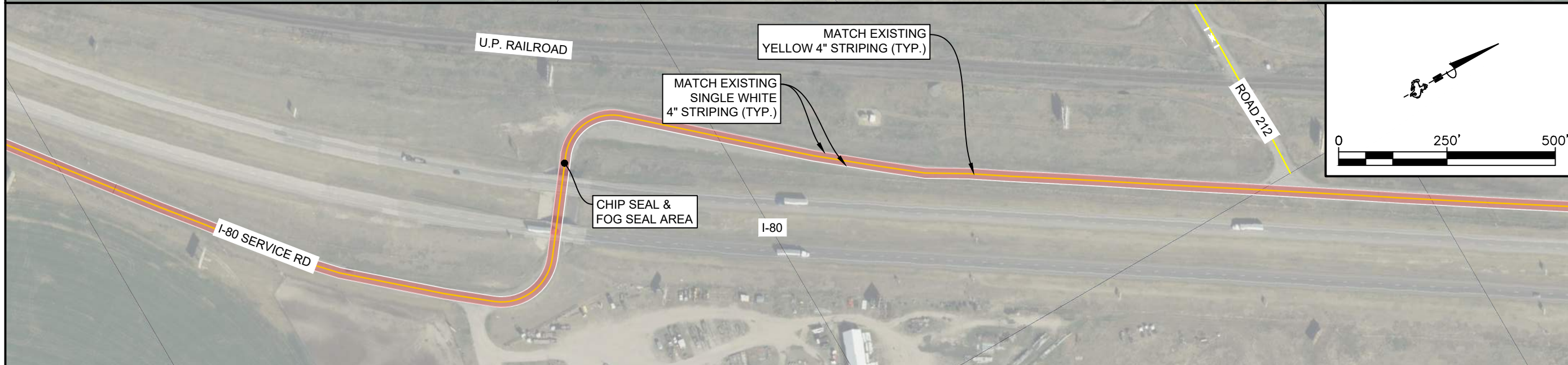
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SITE 6 - ROAD 156, 210, 161, AND I-80 SERVICE ROAD



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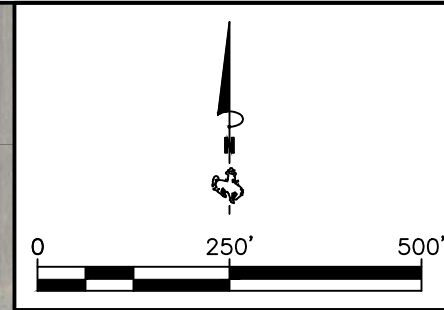
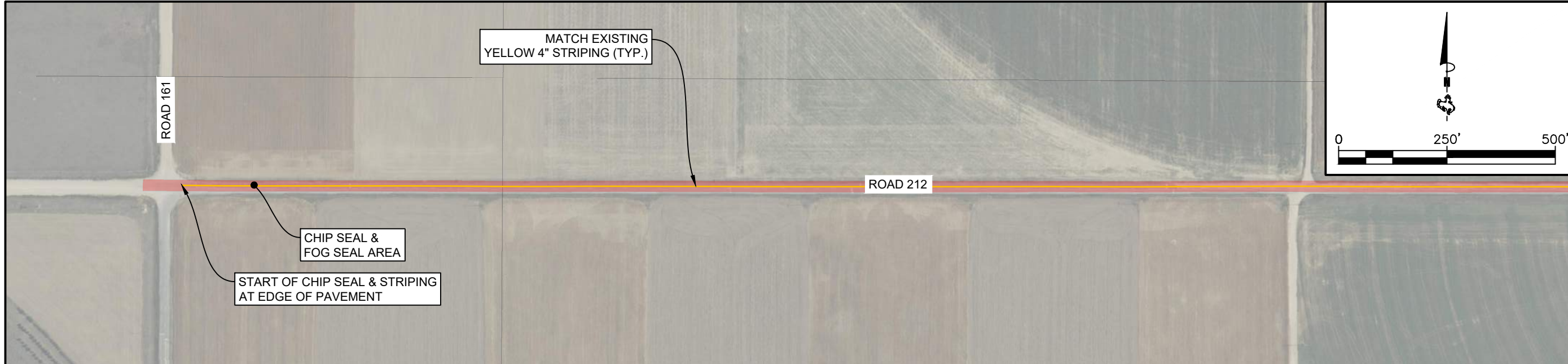
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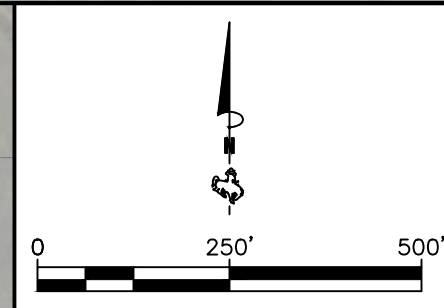
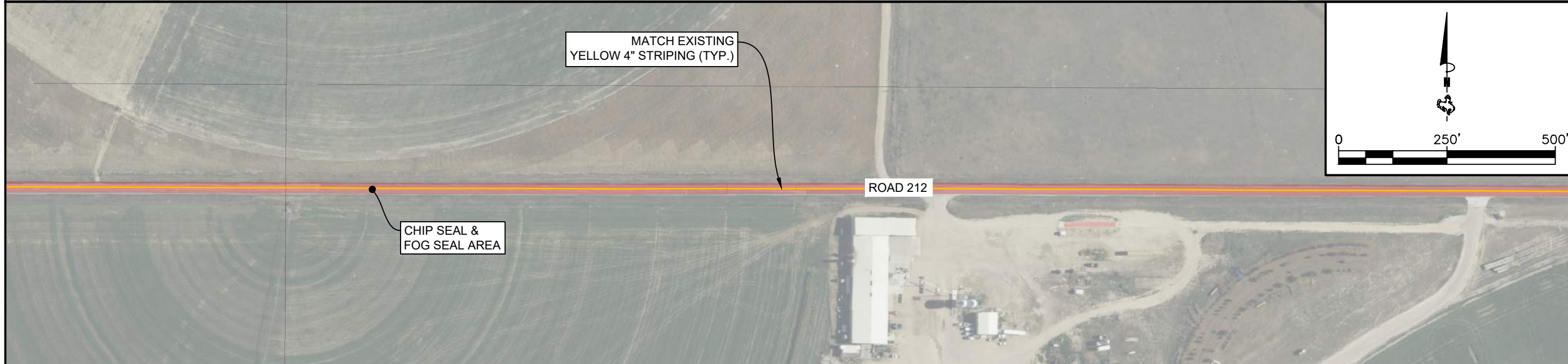
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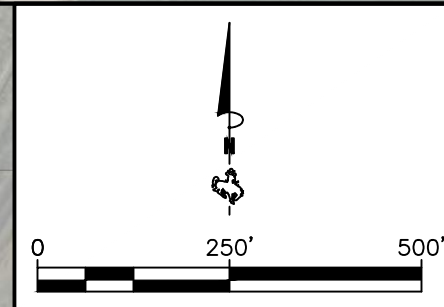


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EXHIBIT B

Site 1: Archer Complex

SITE 1 - ARCHER COMPLEX (BASE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 5,200.00	\$ 5,200.00
2	Bonds and Insurance	LS	1	\$ 2,600.00	\$ 2,600.00
3	Traffic Control and Site Safety	LS	1	\$ 5,200.00	\$ 5,200.00
4	Quality Control Testing	LS	1	\$ 400.00	\$ 400.00
5	Chip Seal, Type C Aggregate	SY	87,000	\$ 1.30	\$ 113,100.00
6	Emulsified Asphalt, CRS-2P	TN	147	\$ 684.00	\$ 100,548.00
7	Striping - White Edge & Lane 4", Match Existing	MI	9.4	\$ 1,200.00	\$ 11,280.00
8	Striping - Yellow Centerline 4", Match Existing	MI	4.7	\$ 1,200.00	\$ 5,640.00
9	Striping - Through Arrow	EACH	12	\$ 75.00	\$ 900.00
10	Striping - Left Turn and Through Arrow	EACH	15	\$ 125.00	\$ 1,875.00
11	Striping - Right Turn and Through Arrow	EACH	6	\$ 125.00	\$ 750.00
12	Striping -Crosswalk, Painted (24" x 9')	EACH	52	\$ 85.00	\$ 4,420.00
13	Striping -Crosswalk, Inlays (24" x 9')	EACH	45	\$ 105.00	\$ 4,725.00
14	Force Account	\$	10,000	\$ 1.00	\$ 10,000.00

Total: \$266,638.00

SITE 1 - ARCHER COMPLEX (ALTERNATE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 1,050.00	\$ 1,050.00
2	Bonds and Insurance	LS	1	\$ 300.00	\$ 300.00
3	Traffic Control and Site Safety	LS	1	\$ 2,000.00	\$ 2,000.00
4	Fog Seal	TN	43	\$ 686.00	\$ 29,498.00
5	Force Account	\$	3,000	\$ 1.00	\$ 3,000.00

Total \$35,848.00

Site 2: Railroad Road

SITE 2 - RAILROAD ROAD (BASE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 5,200.00	\$ 5,200.00
2	Bonds and Insurance	LS	1	\$ 2,000.00	\$ 2,000.00
3	Traffic Control and Site Safety	LS	1	\$ 5,200.00	\$ 5,200.00
4	Quality Control Testing	LS	1	\$ 400.00	\$ 400.00
5	Chip Seal, Type C Aggregate	SY	67,900	\$ 1.30	\$ 88,270.00
6	Emulsified Asphalt, CRS-2P	TN	115	\$ 684.00	\$ 78,660.00
7	Striping - White Edge 4", Match Existing	MI	10.3	\$ 1,200.00	\$ 12,360.00
8	Striping - Yellow Centerline 4", Match Existing	MI	5.4	\$ 1,200.00	\$ 6,480.00
9	Force Account	\$	7,000	\$1.00	\$ 7,000.00

Total: \$205,570.00

SITE 2 - RAILROAD ROAD (ALTERNATE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 1,050.00	\$ 1,050.00
2	Bonds and Insurance	LS	1	\$ 280.00	\$ 280.00
3	Traffic Control and Site Safety	LS	1	\$ 2,000.00	\$ 2,000.00
4	Quality Control Testing	LS	1	\$ -	\$ -
5	Fog Seal	TN	35	\$ 686.00	\$ 24,010.00
6	Force Account	\$	1,000	\$ 1.00	\$ 1,000.00

Total: \$28,340.00



Site 3: Road 142

SITE 3 - COUNTY ROAD 142 (BASE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 5,200.00	\$ 5,200.00
2	Bonds and Insurance	LS	1	\$ 2,050.00	\$ 2,050.00
3	Traffic Control and Site Safety	LS	1	\$ 5,200.00	\$ 5,200.00
4	Quality Control Testing	LS	1	\$ 400.00	\$ 400.00
5	Chip Seal, Type C Aggregate	SY	70,500	\$ 1.30	\$ 91,650.00
6	Emulsified Asphalt, CRS-2P	TN	117	\$ 684.00	\$ 80,028.00
8	Striping - White Edge 4", Match Existing	MI	9.9	\$ 1,200.00	\$ 11,880.00
9	Striping - Yellow Centerline 4", Match Existing	MI	5.1	\$ 1,200.00	\$ 6,120.00
10	Railroad Crossing Marking	EA	2	\$ 975.00	\$ 1,950.00
11	Force Account	\$	7,000	\$ 1.00	\$ 7,000.00

Total: \$211,478.00

SITE 3 - COUNTY ROAD 142 (ALTERNATE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 1,050.00	\$ 1,050.00
2	Bonds and Insurance	LS	1	\$ 300.00	\$ 300.00
3	Traffic Control and Site Safety	LS	1	\$ 2,000.00	\$ 2,000.00
4	Quality Control Testing	LS	1	\$ -	\$ -
5	Fog Seal	TN	40	\$ 686.00	\$ 27,440.00
6	Force Account	\$	1,000	\$ 1.00	\$ 1,000.00

Total: \$31,790.00

Site 4: Road 213

SITE 4 - ROAD 213 (BASE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 5,200.00	\$ 5,200.00
2	Bonds and Insurance	LS	1.00	\$ 3,170.00	\$ 3,125.00
3	Traffic Control and Site Safety	LS	1.00	\$ 5,200.00	\$ 5,200.00
4	Quality Control Testing	LS	1.00	\$ 400.00	\$ 400.00
5	Chip Seal, Type C Aggregate	SY	117,100.00	\$ 1.30	\$ 152,230.00
6	Emulsified Asphalt, CRS-2P	TN	197.00	\$ 684.00	\$ 134,748.00
7	Striping - White Edge 4", Match Existing	MI	0.40	\$ 1,200.00	\$ 480.00
8	Striping - Yellow Centerline 4", Match Existing	MI	7.30	\$ 1,200.00	\$ 8,760.00
9	Force Account	\$	10,000.00	\$ 1.00	\$ 10,000.00

Total: \$ 320,143.00

SITE 4 ESTIMATED QUANTITIES - ROAD 213 (ALTERNATE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 1,050.00	\$ 1,050.00
2	Bonds and Insurance	LS	1.00	\$ 375.00	\$ 375.00
3	Traffic Control and Site Safety	LS	1.00	\$ 2,000.00	\$ 2,000.00
4	Quality Control Testing	LS	1.00	\$ -	\$ -
5	Fog Seal	TN	50.00	\$ 686.00	\$ 34,300.00
6	Force Account	\$	2,000.00	\$ 1.00	\$ 2,000.00

Total: \$ 39,725.00

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Site 5: Old State Highway 213

SITE 5 - OLD STATE HIGHWAY 213 (BASE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 5,200.00	\$ 5,200.00
2	Bonds and Insurance	LS	1.00	\$ 860.00	\$ 860.00
3	Traffic Control and Site Safety	LS	1.00	\$ 5,200.00	\$ 5,200.00
4	Quality Control Testing	LS	1.00	\$ 400.00	\$ 400.00
5	Chip Seal, Type C Aggregate	SY	25,610.00	\$ 1.30	\$ 33,293.00
6	Emulsified Asphalt, CRS-2P	TN	43.00	\$ 684.00	\$ 29,412.00
7	Striping - White Edge 4", Match Existing	MI	4.10	\$ 1,200.00	\$ 4,920.00
8	Striping - Yellow Centerline 4", Match Existing	MI	2.00	\$ 1,200.00	\$ 2,400.00
9	Force Account	\$	7,000.00	\$ 1.00	\$ 7,000.00

Total: \$ 88,685.00

SITE 5 - OLD STATE HIGHWAY 213 (ALTERNATE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 1,050.00	\$ 1,050.00
2	Bonds and Insurance	LS	1.00	\$ 120.00	\$ 120.00
3	Traffic Control and Site Safety	LS	1.00	\$ 2,000.00	\$ 2,000.00
4	Quality Control Testing	LS	1.00	\$ -	\$ -
5	Fog Seal	TN	13.00	\$ 686.00	\$ 8,918.00
6	Force Account	\$	1,000.00	\$ 1.00	\$ 1,000.00

Total: \$ 13,088.00

Site 6: Road 156, 210, 161, I-80 Service Road

SITE 6 - ROAD 156, 210, 161 & I-80 SERVICE ROAD (BASE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 5,200.00	\$ 5,200.00
2	Bonds and Insurance	LS	1.00	\$ 3,690.00	\$ 3,690.00
3	Traffic Control and Site Safety	LS	1.00	\$ 5,200.00	\$ 5,200.00
4	Quality Control Testing	LS	1.00	\$ 400.00	\$ 400.00
5	Chip Seal, Type C Aggregate	SY	133,330.00	\$ 1.30	\$ 173,329.00
6	Emulsified Asphalt, CRS-2P	TN	227.00	\$ 684.00	\$ 155,268.00
7	Striping - White Edge 4", Match Existing	MI	7.00	\$ 1,200.00	\$ 8,400.00
8	Striping - Yellow Centerline 4", Match Existing	MI	9.70	\$ 1,200.00	\$ 11,640.00
9	Force Account	\$	10,000.00	\$ 1.00	\$ 10,000.00

Total: \$ 373,127.00

SITE 6 - ROAD 156, 210, 161 & I-80 SERVICE ROAD (ALTERNATE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 1,050.00	\$ 1,050.00
2	Bonds and Insurance	LS	1.00	\$ 450.00	\$ 450.00
3	Traffic Control and Site Safety	LS	1.00	\$ 2,000.00	\$ 2,000.00
4	Quality Control Testing	LS	1.00	\$ -	\$ -
5	Fog Seal	TN	58.00	\$ 686.00	\$ 39,788.00
6	Force Account	\$	3,000.00	\$ 1.00	\$ 3,000.00

Total: \$ 46,288.00

Site 7: County Road 212

SITE 7 - COUNTY ROAD 212 (BASE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 5,200.00	\$ 5,200.00
2	Bonds and Insurance	LS	1.00	\$ 890.00	\$ 890.00
3	Traffic Control and Site Safety	LS	1.00	\$ 5,200.00	\$ 5,200.00
4	Quality Control Testing	LS	1.00	\$ 400.00	\$ 400.00
5	Chip Seal, Type C Aggregate	SY	26,620.00	\$ 1.30	\$ 34,606.00
6	Emulsified Asphalt, CRS-2P	TN	46.00	\$ 684.00	\$ 31,464.00
7	Striping - Yellow Centerline 4", Match Existing	MI	2.10	\$ 1,200.00	\$ 2,520.00
8	Railroad Crossing Marking	EA	3	\$ 975.00	\$ 2,925.00
9	Force Account	\$	7,000.00	\$ 7,000.00	\$ 7,000.00

Total: \$ 90,205.00

SITE 7 - COUNTY ROAD 212 (ALTERNATE BID)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.00	\$ 1,050.00	\$ 1,050.00
2	Bonds and Insurance	LS	1.00	\$ 130.00	\$ 130.00
3	Traffic Control and Site Safety	LS	1.00	\$ 2,000.00	\$ 2,000.00
4	Quality Control Testing	LS	1.00	\$ -	\$ -
5	Fog Seal	TN	13.00	\$ 686.00	\$ 8,918.00
6	Force Account	\$	1,000.00	\$ 1.00	\$ 1,000.00

Total: \$ 13,098.00

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SITE TOTALS		
SITE		BASE BID DOLLAR AMOUNT
SITE 1 - ARCHER COMPLEX (BASE BID)	\$	266,638.00
SITE 2 - RAILROAD ROAD (BASE BID)	\$	205,570.00
SITE 3 - COUNTY ROAD 142 (BASE BID)	\$	211,478.00
SITE 4 - COUNTY ROAD 213 (BASE BID)	\$	320,143.00
SITE 5 - OLD STATE HIGHWAY 213 (BASE BID)	\$	88,685.00
SITE 6 - ROAD 156, 210, 161 & I-80 SERVICE ROAD (BASE BID)	\$	373,127.00
SITE 7 - COUNTY ROAD 212 (BASE BID)	\$	90,205.00
BASE BID GRAND TOTAL: \$		1,555,846.00

SITE TOTALS		
SITE		ALTERNATE BID DOLLAR AMOUNT
SITE 1 - ARCHER COMPLEX (ALTERNATE BID)	\$	35,848.00
SITE 2 - RAILROAD ROAD (ALTERNATE BID)	\$	28,340.00
SITE 3 - COUNTY ROAD 142 (ALTERNATE BID)	\$	31,790.00
SITE 4 - COUNTY ROAD 213 (ALTERNATE BID)	\$	39,725.00
SITE 5 - OLD STATE HIGHWAY 213 (ALTERNATE BID)	\$	13,088.00
SITE 6 - ROAD 156, 210, 161 & I-80 SERVICE ROAD (ALTERNATE BID)	\$	46,288.00
SITE 7 - COUNTY ROAD 212 (ALTERNATE BID)	\$	13,098.00
ALTERNATE BID GRAND TOTAL: \$		208,177.00

SITE TOTALS

SITE	BASE + ALT
SITE 1 - ARCHER COMPLEX (BASE BID)	\$ 302,486.00
SITE 2 - RAILROAD ROAD (BASE BID)	\$ 233,910.00
SITE 3 - COUNTY ROAD 142 (BASE BID)	\$ 243,268.00
SITE 4 - COUNTY ROAD 213 (BASE BID)	\$ 359,868.00
SITE 5 - OLD STATE HIGHWAY 213 (BASE BID)	\$ 101,773.00
SITE 6 - ROAD 156, 210, 161 & I-80 SERVICE ROAD (BASE BID)	\$ 419,415.00
SITE 7 - COUNTY ROAD 212 (BASE BID)	\$ 103,303.00
GRAND TOTAL:	\$ 1,764,023.00



EXHIBIT C



ADDENDUM NO. 1

RFB #0007 Laramie County Chip Seal 2026

RFB DUE DATE: 3:00 PM MT (Our Clock) May 8, 2026

To all prospective bidders under the solicitation described above, the following changes/additions are hereby made and detailed in the following sections of this addendum:

Attachment 1 – Questions and Answers Addendum

Please contact JD McCune, Procurement Manager, at 307-633-4323 or jd.mccune@laramiecountywy.gov with any questions regarding this addendum.

Verified receipt of this, and any/all, addendums is required within the Acknowledgement form and must be returned with your Bid.

Attachment 1
Questions and Answers

1. Can it be confirmed exactly what testing and testing frequency will be required? ie. if gradations are required, how often and what needs to be submitted? If compatibility is required, how often? Any other testing?

The testing requirements are outlined in the Wyoming Public Work Standard Specifications 2023 and the special provisions section. In regard to the aggregates, the contractor shall assume a total of 10 tests following the requirements in Special Provision Section 02190. Samples for the tests and the tests shall be taken at the discretion of the Engineer (time of test and location of test). The Contractor will not be responsible for testing of the asphaltic material. However, the Contractor shall provide the proper submittals required per WPWSS 02545 Part 1.04 and Special Provision Section 04003.

2. A lot of times on a fresh chip and fog, double striping is required because the oil sucks up the paint. If this is encountered, will the contractor be paid twice?

If a second application of striping is required, the County will handle this separately from this project.

3. Does the county have locations to close to each road for stockpiling chips?

The County will work with the awarded Contractor to establish stockpile locations within County Rights-of-Way, in close proximity to each road to be chip sealed.

4. Why is there additional quality control in the alternates? What kind of QC is required for fog seal?

The Contractor will not be responsible for testing of the asphaltic material for the fog seal. However, the Contractor shall provide the proper submittals required per WPWSS 02545 Part 1.04 and Special Provision Section 04003. The QC bid item for the alternates has been removed.

5. When the quantity for fog seal was calculated, was it based of diluted tack or straight tack?

The quantity for fog seal is based off the diluted amount.

6. Is there a chance of any of these roads in the base bid being removed from the project, or does the county intend to complete all no matter what?

Depending on the bids received, there could be one or more base bid roadway that is removed from the project.

7. Can the roads remain tabbed until they are all complete to allow for one striping mobilization?

As long as the Contractor provides proper maintenance/replacement of tabs as necessary and as directed by the Engineer, the Contractor may leave the roads tabbed until all are completed. Proper traffic control must remain in place and be maintained, including passing and no passing zone signage, until roads are striped.

8. Will rail road insurance be required when working on CR 212?

No railroad insurance will be required for this project. It shall be the responsibility of the Contractor to limit their time within the railroad right-of-way and not let any equipment or personnel remain in place within the railroad right-of-way for long periods of time.

9. Will the 5% Wyoming preference be applied to this RFB?

Yes, Wyo Stat 16-6-102 will apply to this RFB.

10. Is Bid alternate 1 supposed to have Quality Control.

The QC bid item for the alternates has been removed.

11. Is there a Specification on Arrows, RR crossings and other striping Symbols.

Specifications for the measurements and layouts of the Arrows, RR Crossings and striping symbols can be found in the current edition of the MUTCD. The pavement markings shall be extra flexible performed thermoplastic markings that are beaded. Special Provision Section 04004 also covers striping.

EXHIBIT D

LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS			
Work	Subcontractor or Material Supplier	City, State	% of Work
Rock Supplier	Knife River	Cheyenne, WY	16%
Oil Supplier	Ergon Asphalt & Emulsions	Cheyenne, WY	27%
Striping Subcontractor	RoadSafe Traffic Systems	Englewood, CO	7%
Hauling Material	Knife River	Cheyenne, WY	9.5%

Note: A list of subcontractors and material suppliers proposed for this project shall be completed and submitted with the bid. Use additional sheets if necessary.

EXHIBIT E

**SPECIAL PROVISIONS TO THE
2023 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS
RFB 0007 LARAMIE COUNTY CHIP SEAL 2026**

Prepared by:
BenchMark Engineers, P.C.
1920 Thomes Avenue, Suite 320
Cheyenne, Wyoming 82001
307-634-9064

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GENERAL PROVISIONS

The standard specifications governing this project shall be the *Wyoming Public Works Standard Specifications, 2023 Edition* and any amendments at the time of this contract. It is the contractor's responsibility to keep themselves current of these amendments.

These Special Provisions amend or supplement the *Wyoming Public Works Standard Specifications, 2023 Edition* with the same section numbers and titles. Added sections are so identified.

Where these Special Provisions are in conflict with the Plans and Supplemental Documents, Standard Plans, or the *Wyoming Public Works Standard Specifications, 2023 Edition* these Special Provisions will govern.

The term "Owner," as used in these Special Provisions, shall mean Laramie County or an authorized representative.

The term "Engineer" as used in these Special Provisions shall mean BenchMark Engineers, P.C. or an authorized representative.

No separate measurement of payment will be made for any work which is included in the scope of this project, but not listed as a bid item, and there being no special provision for such work. Full compensation shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed, therefore.

SECTION 01010
SUMMARY OF WORK

Add the following to Subsection 1.01 of this Section:

- G. The work areas are:
- Paved Archer Complex roads, including Archer Parkway from I-80 exit through the complex, Prairie Center Circle, Field Station Way, Thunder Road, Bullseye Road, Archer Ranch Road, the event center circle, and the access roads in front of the event center.
 - Railroad Road from US 30 to the end of pavement.
 - County Road 142 from I-80 Service Road north to the railroad tracks, Road 215A/Main ST through Hillsdale; from CR 142 to CR 143. Paved section of County Road 143, starting approx. 100 ft south of Road 215A & CR 143 to the Railroad tracks.
 - County Road 213, between CR 142 and State Highway 213 in Burns, WY.
 - Old State Highway from CR 213 to I-80 Service Road.
 - County Road 156 starting west of State Highway 154 at the end of state maintenance sign on I-80 Service Road to CR 210. Then to CR 161, next from the intersection of CR 210 & 161 north along 161/ US 30 to the End of State Maintenance Sign in Pine Bluffs, WY.
 - Paved section County Road 212 between US30/CR161 and CR 161.

and as shown on the plans. The Contractor shall complete a single chip seal, fog seal, and striping as shown, and other work as described in the contract documents.

- H. The Owner reserves the right to reduce or eliminate items and/or quantities to meet the budget.
- I. Omissions from the drawings or specifications of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such details of the work.
- J. The Contractor shall limit his use of the premises to the work indicated and confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. The Contractor shall not unreasonably encumber the site with materials or equipment and confine stockpiling of materials to the areas designated by the Owner.
- K. The Owner and/or their representatives, or their contractors, may require access through the project area at times during the construction period. The Contractor shall coordinate the work schedule with the Owner's Representative and make reasonable adjustments to the schedule to permit required access.
- L. The work is located in the public rights of way or within easements. Any temporary construction easements shown on the plans will be provided by the Owner. Unless otherwise provided, the Contractor shall make all arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas on private property and facilities temporarily required. The Contractor shall indemnify and hold the Owner harmless of all claims or damages caused by such actions. Any costs to the Contractor for acquisition of temporary Work areas beyond those provided by the

Owner is subsidiary to other contract items. No measurement or payment to the Contractor will be made for this item.

I.02 TESTING

- A. The Contractor shall employ an independent testing laboratory (approved by the Owner), staffed with a Professional Engineer, licensed in the State of Wyoming, to perform all testing as outlined in Added Section 04003, Quality Control Testing, and the *Wyoming Public Works Standard Specification, 2023 Edition*. Copies of all tests shall be furnished to the Engineer and Owner's representative within the time frame described in Added Section 04003, Quality Control Testing. The Owner reserves the right to withhold payment of Quality Control Testing until results are received.

I.03 CLEANUP AND SITE RESTORATION

- A. Except as otherwise called out in the Contract Documents, the Contractor shall restore to pre-existing conditions all facilities, land, streets, ditches, culverts, utilities, and improvements disturbed by the Contractor's operations.

I.04 REMOVED OR DEMOLISHED MATERIALS

- A. The Contractor shall remove and properly dispose from the site all demolished or removed materials at his expense. Unless otherwise specified, all removed materials or items shall become the property of the Contractor.

I.05 MAINTENANCE OF THE WORK DURING CONSTRUCTION

- A. The Contractor shall maintain the roadways, driveway accesses, etc. within the project limits of this contract during construction and until the project has been accepted by the Owner.
- B. This maintenance shall consist of continuous and effective work prosecuted daily, with adequate equipment and forces, so that the roadways and pedestrian accesses within the project limits of this contract are kept in satisfactory condition at all times. All cost of maintenance work during construction, and before the project is accepted, shall be included in the unit prices bid on various pay items, and the Contractor will not receive additional payment for this work.
- C. If the work is not maintained in accordance with the section, the Engineer will immediately notify the Contractor. If the unsatisfactory maintenance is not corrected within four (4) hours after the receipt of the notice, the Engineer / Owner may immediately proceed to maintain the project and deduct the entire cost of this maintenance from monies due the Contractor.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The work described in this section will not be measured or paid directly but will be considered subsidiary to other contract items.

Remove Subsection 1.01, A of this Section and replace with the following:

- A. A pre-construction conference will be scheduled with the Contractor, Owner and Engineer following the execution of the Agreement and issuance of the Notice to Proceed. The Contractor’s assigned supervisory personnel shall attend. Other appropriate representatives of the Contractor and/or subcontractors shall also attend.

Add the following to Subsection 1.01, B of this Section:

- I. No work will be allowed on recognized Federal Holidays, unless authorized by the Owner.

Add the following to Subsection 1.02, E.2 of this Section:

- d) The Contractor shall obtain the Grading, Erosion and Sediment Control permit from Laramie County, if required.

Add the following to Subsection 1.02 of this Section:

- F. The Contractor will be responsible to coordinate and notify all adjacent property owners/occupants of adjacent property a minimum of 48 hours prior to work beginning. Notifications may be left of the door of each of the adjacent properties or mailed in time to reach the owner/occupant at least 48 hours in advance of the work.
- G. The County will be responsible for towing any vehicles that have not been removed prior to beginning the work as long as the Contractor has given 48-hour notice. If a vehicle has not been removed and the property owner was not given 48-hour notice by the Contractor, then the Contractor shall be responsible for any towing expenses.
- H. The County and the Engineer shall approve the content and method of distribution of the notifications prior to distribution.
- I. The Contractor may be required to coordinate and/or adjust the sequence of work for this project due to other construction projects within the area and/or haul routes.

Delete Subsections 1.03, A and B of this Section and replace with the following:

- A. The Contractor shall provide any type of construction surveying and staking of line and grade required to complete the project.
- B. The Contractor shall provide and maintain a quality control system that will provide a reasonable assurance that all materials and construction submitted for acceptance conforms to the contract requirements whether manufactured or processed by the contractor or procured from subcontractors or vendors. Although guidelines are established and certain requirements are specified herein, the Contractor shall assume full responsibility for accomplishing quality control.
- C. The Contractor shall notify the Engineer at least 48 hours prior to commencement of the work or before any major phases of the work. At least once per week the Contractor

shall be responsible to discuss with the Owner or Engineer the schedule of work for the following week. The Contractor shall notify the Owner and Engineer of any substantive changes to the schedule as soon as possible.

- D. The Contractor shall hire an independent testing laboratory, approved by the Owner, staffed with a licensed professional engineer, licensed in Wyoming, to perform all tests required.

Replace the entire Section with the following:

PART I GENERAL

I.01 SUMMARY

- A. This section describes the minimum requirement for submittals for this project. Where conflicts occur between this section and other sections of the standard specifications or these special provisions, the Contractor shall contact the Engineer to determine the minimum requirement.
- B. All written submittals must be legible and, in a format, appropriate for reproduction. The Engineer will coordinate with the Contractor for the method of delivery. Submittals from subcontractors and suppliers shall be accompanied by written verification from the prime contractor of their review of the submittal prior to delivery to the Engineer. The Engineer reserves the right to return, unreviewed, any submittal from a that is not in conformance of the contract documents.
- C. The Contractor shall maintain onsite a complete set of approved plans, approved shop drawings, approved mix designs and submittals, and approved permits at all times.
- D. All close-out documents and warranty certifications shall be submitted to the Engineer prior to advertising for Final Payment.
- E. Mix designs and materials with gradation (sieve) analysis shall be completed by an independent testing laboratory and signed and sealed by a Professional Engineer licensed in the State of Wyoming.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 PRE-CONSTRUCTION

- A. Provide the quantity and type of submittals listed in the individual sections. If not specified, provide the following (minimum):
 - 1. Shop Drawings: One (1) set in electronic format, reviewed and annotated by the Contractor.
 - 2. Product Data: One (1) set in electronic format.
 - 3. Samples: Two (2) each, plus extra samples as required, to indicate range of color, finish, texture, etc.
 - 4. Mock-ups: Number required per the specific section.
- B. Provide required re-submittals in the appropriate distribution if originals are not approved.

- C. Shop Drawings and Samples shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including related and adjacent work. All deviations and/or requests for or-equal products shall be included in writing and include the necessary documentation that the non-specified product or material meets or exceeds the minimum requirements called out in the specified product or material.
 - 1. The Engineer reserves the right to return shop drawings, unreviewed, if deviations are not clearly noted or requested in writing.
 - 2. Unless otherwise noted, reviewed shop drawings will be issued to the Contractor within ten (10) business days of receipt by the Engineer. The Contractor is responsible for submitting shop drawings in a timely-fashion as to not cause delays during construction.

3.02 MATERIALS

- A. All materials incorporated into this project, including concrete and asphalt mix designs, shall have the following submitted prior to use:
 - 1. Manufacturer's specifications, test data, MSDS, and other data required to prove compliance with the specified requirements.
 - 2. Manufacturer's recommended installation procedures. When approved by the Engineer, these shall become the basis for accepting or rejecting actual installation procedures used in the work.

3.03 CLOSE-OUT AND WARRANTY

- A. Close-out submittals shall include one set of reproducible "As-Builts."
- B. Four (4) copies of specified warranties.
 - 1. Warranties shall not limit the length of time for remedy of damages the Owner may have by legal statute. Warranties shall be signed by the Contractor, supplier or installer responsible for the performance of warranty.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT (Not Used)

Add the following to Subsection 1.04 of this Section:

- C. Sampling and testing of cover coat aggregates for seal treatments shall be in accordance with the following current standard methods of the American Association of State Highway Transportation Officials (AASHTO) at the time of construction:
 - 1. Sampling: T 2
 - 2. Sieve analysis: T 27, Wyoming Modified
 - 3. Resistance to Abrasion (Percentage of Wear): T 96

Replace Subsection 2.10, D with the following:

- D. Type C aggregate material shall be well-graded from coarse to fine within the following limits:

Sieve Designation	% Passing, by Weight
	Cover Coat, Type C
1"	-
3/4"	-
1/2"	100
3/8"	90 – 100
# 4	0 – 10
# 8	0 – 5
# 200	0 - 2

Replace Subsection 2.10, E with the following:

- E. Material used for Type C Cover Coat aggregate shall be non-plastic, crushed stone or gravel, of which, before crushing at least 95% is retained on a 1/2 inch sieve. Process produced aggregate over a slotted screen that has openings 1/4 inch by 3/4 inch (minimum). Do not use material that passes through the screen.

Add the following to Subsection 2.10 of this Section:

- I. For aggregate from a non-limestone source and shall meet the following requirements:

Test Method	Description	Specification
ASTM D 3042	Insoluble Reside min., %	70
AASHTO T 279	9 Hour (Polish Value), min.	32
AASHTO T 242	Skid Number, min. ¹	40
AASHTO T 96	LA Abrasion loss, max. %	35

- I. Base the skid number on historical skid numbers accumulated for a period of at least five (5) years for a pavement that has carried traffic exceeding 3,500,000 accumulated 18-kid equivalent single axle loads.

Add the following to Subsection 2.01 of this Section:

- B. The Contractor shall be responsible for making the necessary arrangements for the provision of water and pay all royalties or fees accessed.

Delete Subsection 2.04 of this Section and replace with the following:

2.04 EMULSIFIED ASPHALT

A. MATERIALS

- I. The emulsified asphalt shall be an emulsified blend of asphalt, water, emulsifiers, and polymer (if polymer-modified). Polymer-modified asphalt cement shall be polymerized prior to emulsification and shall contain a minimum of three (3) percent polymer, by weight, of the asphalt cement.

B. HOMOGENEITY TEST

- I. All emulsions, standing undisturbed for a minimum of 24 hours, shall show no separation (white/milky appearance, etc.) and shall be smooth and homogeneous throughout. Smooth and homogeneous is defined as emulsified asphalt flowing through a No. 20 sieve allowing for adhering of the emulsion around the side of a sieve due to cooling effects. An emulsion is not homogenous if solid, hard particles (not air bubbles) are retained on the sieve or strainer, such as unmilled or undissolved polymer, asphalt chunks, heavy or thick skin/films, melted rubber, etc.
2. The emulsion shall be pumpable and suitable for application through a distributor such that the emulsions shall not plug, and thereby reduce or stop flow through any filters, piping, or nozzles.

C. PROPERTY REQUIREMENTS

- I. The type of emulsified asphalts as specified in the contract documents shall conform to the applicable requirements:
 - a. Anionic: AASHTO M 140 and ASTM D 977
 - b. Cationic: AASHTO M 208 and ASTM D 2397
 - c. Recycling Agents: AASHTO R 14, ASTM D 4552, and ASTM D 5505
 - d. Other, the following table:

Property	AASHTO or ASTM Test Method		Emulsion Type						
			HFRS-2P	HFMS-2P	HFMS-2PS	HFMS-2SS, HFMS-1000	CMS-2P, CRS-2P	CQS-IHP, CSS-IHP	RAI+
Demulsibility, 35mL, 0.02N, CaCl ₂ , %	T 59	min. max.	40 -	20 80 (1)	- -	- -	40 -	- -	- -
Flash Point, COC, °F	T 48	min.	-	-	-	-	-	-	424
Residue, %	(3)	min. max.	65 -	65 -	65 -	65 -	65 -	62 -	60 65 (4)
Oil Distillate by volume, %	T 59	max.	-	-	7.0	7.0	-	-	-
Sieve, %	T 59	max.	0.1	0.1	0.1	0.1	0.1	0.1	0.1 (5)
Storage stability, 24 hours, %	T 59	max.	1.0	1.0	1.0	1.0	1.0	1.0	-
Miscibility, coagulation	(6)	min.	-	-	-	-	-	-	None
Particle Change	T 59	-	-	-	-	-	-	-	Pass
Viscosity, Saybolt Furol, 122 °F, sec	T 72	min. max.	50 450	100 400	50 400	50 400	100 400	20 100 77 °F	15 40 77 °F
Tests on Distillation or Evaporation Residue									
Solubility in trichloroethylene, %	T 44	min.	97.5	97.5	97.5	97.5	97.5	97.5	-
Kinematic Viscosity, cSt (mm ² /sec)	T 201	min. max.	- -	- -	- -	- -	- -	- -	100 200
Penetration, sec, 0.004 in	T 49	min. max.	70 150	90 200	275 -	330 -	90 200	40 90	- -
Float test, 140 °F, sec	T 50	min.	1200	1200	1200	1200	-	-	-
Ductility, in	T 51	min.	30	16 39 °F	16	-	16 39 °F	16	
Softening Point, °F	T 53	min.	-	-	-	-	-	135	-
Elastic Recovery, 77 °F, %	(7)	min.	55	50 39 °F	50	-	50 39 °F	-	-

- (1) For mixing-type emulsions use 0.11 pt (50 mL) 0.10N, CaCl₂ for the solution.
- (2) For cationic emulsions use 35 mL, 0.8%, C20H37NaO7S (sodium dioctyl sulfosuccinate) for the solution. Demulsibility is not applicable to CMS-2P.
- (3) AASHTO T 59 distillation procedure shall be modified and performed in accordance with manufacturer's recommendations.
- (4) AASHTO T 59 modified evaporation test for percent residue consists of heating a 1.61oz (50 g) sample to 300 °F until foaming ceases; cool immediately and calculate results.
- (5) Test procedure is identical with AASHTO T 59 except that distilled water shall be use in place of two (2) percent sodium oleate solution.
- (6) Test procedure is identical with AASHTO T 59 except that 0.02N CaCl₂ solution shall be used in place of distilled water.

- (7) Test procedure is identical with AASHTO T 301 except for severing the specimen immediately after elongation.

D. ACCEPTANCE

1. Each load delivered for use and incorporation into the project shall be accompanied by a Certificate of Compliance. The Certificate of Compliance shall list the type of modifier, if any, such as SBS, EVA, SBR, latex, etc.
2. The manufacturer of the type of emulsified asphalt as listed in the contract documents shall submit with each load quality control test results for the applicable tests specified above or in the appropriate AASHTO or ASTM specification.

Replace the table in Subsection 3.02, E of this Section with the following:

Emulsions		Temperature Range (°F)		
		Spray Application		Mixing
Set	Grade	Unmodified	Polymer-Modified	All Emulsions
Rapid, Quick	RS-1; CQS-1h	70 – 140	80 – 140	50 - 160
	RS-2; HFRS-2; CRS-1, -2	150 – 185	160 – 185	
Medium, Slow	MS-1; HFMS-1; SS-1, -1h; CSS-1, -1h	70 – 160	80 – 160	
	MS-2m, -2h; HFMS-2, -2h, -2s, -2ss, -1000; CMS-2, -2h	90 – 185	100 – 185	

Add the following to Subsection 4.01 of this Section:

- B. Emulsified Asphalt, Emulsified Asphalt Modified, and Emulsified Asphalt (Overshoot) will be measured by the ton. Quantities of water to dilute the emulsified asphalt for application will not be measured or paid for as Emulsified Asphalt.

Add the following to Subsection 2.01, A.1 and replace with the following:

- a. The specified grade for chip seal application shall be Modified Emulsified Asphalt CRS-2P.
 - i. When a rapid set emulsion is used, is shall be diluted by the asphalt supplier at the supplier's facility.
 - ii. Blotter material shall be the same color as the cover coat aggregate.
 - iii. The homogeneity test shall be performed by the Contractor in the presence of the Engineer in accordance with Section 02545, Bituminous Material.
- b. The Contractor shall be responsible for ensuring that the emulsion and aggregate are compatible. The Contractor may change the emulsion type with prior approval from The Engineer, to ensure a compatible final product. The Engineer shall be provided with test results of compatibility tests performed for informational purposes. If a polymer-modified emulsion is specified do not change to a non-polymer-modified emulsion.

Replace subsection 3.01 of this Section with the following:

A. CHIP SEAL APPLICATION

- 1. The chip seal process shall not be started until all pavement repairs and crack sealing have been completed by the Owner.
- 2. The existing pavement surface shall be cleaned by the Contractor, as required by the Owner/Engineer prior to the chip seal process.
- 3. The Engineer/Owner shall inspect and approve all surfaces prior to any chip seal operations.

Replace subsection 3.02, A of this Section with the following:

A. WEATHER LIMITATIONS

- 1. Complete chip seal operations only on a dry pavement surface.
- 2. Chip seal coats shall only be placed when:
 - a. Ambient air and pavement surface temperature is 60°F or higher,
 - b. Precipitation is not anticipated within four (4) hours, and no fog is present, and
 - c. Applied materials is not at risk of freezing within 24 hours of application,
- 3. All seal coats shall be completed between the dates of June 1 and August 31, unless otherwise specifically authorized by the Engineer.

Replace subsection 3.02, B.1 of this Section with the following:

1. Equipment for heating and applying bituminous material shall meet the following requirements. A distributor shall be furnished that is equipped, maintained, and operated to apply bituminous material uniformly on variable widths of surface up to fifteen (15) feet at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard. The material shall be applied at a uniform temperature within the specified range and the pressure shall be maintained so the variation in application rate does not exceed 0.02 gallon per square yard. Distributor equipment shall include a tachometer, pressure gages, accurate volume measuring devices or a calibrated tank, thermometer for measuring temperatures of tank contents, a power unit for the pump, and full circulation spray bars capable of being adjusted laterally and vertically. Prior to spreading the bituminous material in large quantities, a small calibration section shall be done to verify the application rates of the distributor.

Replace subsection 3.02, D.3 and 4 of this Section and add the following:

3. The longitudinal joints from the seal operations shall be located to coincide with the location of existing lane lines, edge lines, or the center of traveled ways.
4. Immediately after the cover coat material is spread, any deficient areas shall be covered by additional material. The rolling sequence shall begin immediately following any necessary repairs and continue until such time that the aggregate is properly embedded in the asphalt emulsion. The minimum rolling sequence for a chip seal application shall be the following or an approved alternate based on the test section placement:

Single Chip Seal Application

Pneumatic Roller 3 passes, minimum

One complete roller pass is forward and back over the full length of the area to be compacted. The rolling operation shall be continued until the aggregate has properly embedded in the emulsion. Each pass shall overlap the previous pass by approximately one-half of the total roller width.

5. The chip coat shall be lightly broomed within 3 to 4 hours of the application. The brooming shall be done with a power operated rotary broom. Care shall be taken to not remove embedded aggregate.
6. Thorough brooming may begin the following day, provided the emulsion used to seal the road and bond the aggregate has properly cured.
7. Loose material shall not be broomed into cattle guards. All loose material in curb and gutters shall be broomed and removed.
8. The Engineer and/or Owner reserve the right to require additional brooming to remove excess flyrock for up to five (5) days following chip seal application. This shall be completed at no additional cost to the Owner.
9. All aggregate swept from the roads with curb and gutter shall be disposed of by the Contractor at no additional cost to the Owner. Contractor shall protect any storm inlets along gutters and prevent aggregate from entering such systems.

10. Unrestricted traffic shall not be allowed on the seal coat until excess cover coat aggregate is broomed from the entire roadway surface. If traffic is placed on the cover seal before the removal of all excess flyrock, traffic shall be controlled through the project at 30 mph or less. The roadway shall be opened to full, unrestricted traffic flow within 48 hours from the time that aggregate placement begins each day. If the roadway is not open to unrestricted traffic flow, liquidated damages of \$150.00 per hour will be assessed for each hour after 48 hours. These damages will be in addition to and simultaneous with other liquidated damages specified in the Contract.

Add the following to Subsection 3.02 of this Section:

E. APPLICATION RATES

1. Single Chip Seal application rate shall be 28.0 pounds per square yard, or as approved by the Engineer based on field conditions, emulsions, etc.
2. Emulsified asphalt application rate shall be 3.30 pounds per square yard, or as approved by the Engineer based on field conditions, aggregate, etc.
3. Changes to these rates shall be approved by the Engineer prior to full application.

F. TEST SECTION

1. Prior to full production, the Contractor shall complete a test section of 0.25 miles in length (single lane) to establish the following:
 - a. Optimal rates of emulsion and aggregate application to ensure aggregate embedment and coverage.
 - b. The time frame to complete each phase of the cover coat sealing operation to meet the requirements for opening the roadway to traffic.
 - c. The final construction sequence for roller type, number of passes, and pattern of rolling operation.
2. Additional chip seal application shall not be applied until the test section has been approved by the Engineer.
3. The roller pattern and type determined to be effective during the test section placement shall be used for the remainder of the cover coat placement. A change in the roller type and pattern will require the placement of another test section.

Add the following to Part 3 of this Section:

3.04 SURFACE TOLERANCES

- A. The completed surface shall present a uniform appearance and shall be thoroughly compacted, and free from ruts, humps, depressions, and/or irregularities due to uneven distribution of emulsified asphalt and/or cover coat material.

- B. The Engineer / Owner shall have complete authority to evaluate and determine what constitutes an unacceptable roadway appearance or irregularity. Any roadway surface deemed to be unacceptable shall be removed, repaired, and/or replaced at the Contractor's expense.

3.05 AREAS NOT TO APPLY MATERIAL

- A. Do not apply bituminous material and/or aggregate on manhole covers (including concrete diamonds or rings), valve box covers (including concrete diamonds or rings), cattle guards, or other areas called out on the plan sheets, or as directed by the Engineer.

3.06 GUARANTEE

- A. If the chip seal coat experience chip loss or bleeding within fifteen (15) days of placement, the Contractor shall repair the seal coat at no additional cost to the Owner. The Contractor shall furnish and maintain temporary traffic control required on the project to repair areas of failing cover coat seal and provide notifications to adjacent property owners/occupants prior to repair work at no additional cost to the Owner.

Replace Part 4 of this Section with the following:

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Chip seal materials, labor, equipment, etc. will be measured by the square yard under the item: Aggregate, Type C, Chip Seal. The square yard measurement will be based on the actual length and width of placement, or dimensions shown on the plans, whichever is less. No separate measurement will be made for Cover Coat, water, or blotter material.

4.02 BASIS OF PAYMENT

- A. Payment for Chip Seal, Type C will be paid at the contract unit price per square yard, complete in place and accepted. Minor items of labor or materials not specifically noted in the contract documents, which are necessary for the proper completion of the work will be considered incidental and are to be included in the bid unit price.

PART 1 GENERAL

I.01 SUMMARY

- A. The work in this category shall consist of providing erosion control to protect downstream drainage systems from silt runoff from construction operations.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION

3.01 REQUIREMENTS

- A. The Contractor shall establish and maintain erosion control for the duration of the construction operations. The Contractor may use any reasonable method necessary to prevent silt from entering existing streets or storm drainage systems. Any damage that may occur due to erosion from the construction site, either on the construction site or off-site, shall be repaired or replaced as directed by the Owner at the Contractor's expense. Silt from the construction site deposited downstream on public or private property or in public right-of-way shall be removed as directed by the Owner by the Contractor and at the Contractor's expense.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No separate measurement or payment will be made for items under this section. Full compensation shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefore.

PART I GENERAL

I.01 SUMMARY

- A. The work shall consist of the mobilization of the Contractor's forces and equipment necessary for performing the work required under the contract. Mobilization shall include transportation of personnel, equipment and operating supplies to the site; establishment of office, buildings, or other necessary facilities at the site; and other site preparatory work.

I.02 JOB OFFICES AND STAGING AREA

- A. The Contractor and Subcontractors may maintain such office and storage facilities on the site as necessary for the project. These sites shall be located so as to cause no interference to any Work to be performed on the site, adjacent businesses and properties, or to vehicular traffic. The Owner and the Engineer shall be consulted with regard to locations. The Contractor shall verify potential locations with the Owner and Engineer prior to bidding. The Contractor is cautioned that locations selected after the bid opening may not be acceptable.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION (Not used)

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Mobilization shall be measured on a lump sum basis, but payment shall be made with the monthly estimate based on the percentage of the original contract amount earned in accordance with the following table:

Percent of Original Contract Amount Earned	Percent of Lump Sum Price for Mobilization
First Request	25
25	50
50	75
75	100

Notes:

1. Upon substantial completion of the work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.
2. Mobilization is subject to the retainage that will be withheld for final payment.

4.02 BASIS OF PAYMENT

Pay Item

Mobilization

Pay Unit

LS

PART I GENERAL

I.01 SUMMARY

- A. This section consists of furnishing, placing, relocating, maintaining and removing temporary traffic control. Temporary traffic control shall include signs, barricades, flaggers and other traffic control devices necessary to safely control vehicle and pedestrian access through and/or around the work site.

- B. Any minor items of labor or materials not specifically noted in this Special Provision or in the construction documents which is necessary for the proper completion of the work described will be considered incidental and are to be included in the contract.

I.02 ACCESS

- A. The Contractor is advised that work for this contract will be in rural residential, agricultural and oil/gas exploration/development areas. Vehicular, pedestrian, and bicycle access to residential and commercial driveways and any fire hydrants shall be provided and maintained. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Owner. It shall be the responsibility of the Contractor to coordinate construction activities with the adjacent property owners, maintain access to their property and minimize conflicts. In the event conflicts arise that cannot be resolved, the Contractor shall immediately notify the Owner and Engineer.

- B. The Contractor shall cooperate and coordinate with the various parties involved in the delivery of mail, the collection of solid waste, etc. to reasonably maintain existing schedules for these services.

- C. Streets, driveways or other access points shall not be closed without prior consent of the property owners, Owner and proper authorities having jurisdiction. The Contractor shall notify all parties at least 48 hours in advance of any proposed closure for construction operations.

- D. The Contractor shall maintain at least one lane of alternating public traffic access on each roadway continuously throughout every portion of their operations, unless otherwise approved by the Engineer.

I.03 SUBMITTALS

A. TRAFFIC CONTROL PLAN

- I. The Contractor shall submit a traffic control plan to the Owner and Engineer at the Pre-Construction Conference. The plan shall indicate location and type of all temporary traffic control devices including signs, barricades, flaggers and other traffic control devices necessary to safely control vehicle and pedestrian access around the work site. The traffic control plan shall include the proper elements for potential law enforcement action, i.e. enforceable signs for speed reductions,

etc. The plan shall be accepted by the Owner and Engineer prior to commencement of work.

2. The Traffic Control Plan shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
3. The Contractor shall provide the name and phone number of the Traffic Control Supervisor to the Owner and Engineer. The Traffic Control Supervisor shall be available twenty-four (24) hours per day to resolve traffic control problems.
4. The Contractor shall comply with the approved Traffic Control Plan for the duration of the project. Compliance does not relieve the Contractor from the responsibilities to alter or adjust traffic control devices or other traffic control methods when modifications are warranted.

I.04 NOTIFICATIONS

- A. The Contractor shall notify law enforcement and emergency services prior to starting the work within the public right-of-way and notify when normal traffic operations have resumed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All traffic control devices shall comply with the requirements established in the latest edition of the MUTCD published by the U.S. Department of Transportation, Federal Highway Administration.
- B. Traffic control devices used during hours of darkness shall be retroreflective. Retroreflective sheet shall be Type I (minimum).
- C. Temporary centerline markers (tabs) shall be appropriate for chip seal operations and provide at least one (1) clear, protective cover, bound with at least one (1) staple to protect the vertical reflector from oil during the sealing process.
- D. Reduced speed signage shall be similar to:

LOOSE GRAVEL (W8-7) and AVOID BROKEN WINDSHIELD with reduced SPEED LIMIT (30 MPH) signs shall remain until brooming has been accepted.

SPEEDING FINES HIGHER THRU WORK ZONE signs shall have black lettering on white background.

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of Work, promptly remove all signs and warning devices.

- B. The Contractor shall assume full responsibility for determining the number and type of devices required for traffic control.
- C. The Contractor shall continuously maintain all traffic control devices in use on the project. The maintenance shall include, but not be limited to the following:
 - 1. Clean all devices,
 - 2. Repair, replace, or reset damaged devices,
 - 3. Reset devices knocked down or displaced by traffic or other means,
 - 4. Replace batteries, light bulbs, control panels, and other components of electrical devices,
 - 5. Maintain engines of power - generating equipment in good operating condition, and
 - 6. Cover signs which are unnecessary or inappropriate based on the Contractor's construction sequence.
- D. Protective covers on tabs shall be removed prior to opening the roadway to normal traffic operations.
- E. Temporary pavement tabs shall be placed at 40-foot (minimum) increments along the centerline on the roadway.
- F. All tabs shall be removed, pulled or cut, after stripping, and properly disposed of, prior to final acceptance.
- G. Traffic control devices associated with speed reduction shall remain in place until final brooming is completed.

3.02 LIQUIDATED DAMAGES

- A. The Owner will have complete authority to evaluate and determine unacceptable traffic control devices or their maintenance.
- B. Liquidated damages in the amount of \$100.00 will be accessed if damaged or deficient traffic control devices are not properly maintained within two (2) hours after notification by the Owner or the Engineer. Additional liquidated damages in the amount of \$200.00 per day will be accessed for each calendar day which the maintenance is not performed. These damages will be in addition to the liquidated damages for uncomplete work.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Traffic Control will be measured as the complete series of set-ups and take-downs required to complete the contract. Any minor items of labor and/or materials not specifically noted in this Special Provision or in the construction documents which are

necessary for the proper completion of the work described shall be considered incidental and are to be included in the contract.

4.02 BASIS OF PAYMENT

A. Payment for Traffic Control shall be paid based on a percentage of the original contract amount earned in accordance with the following table:

Percent of Original Contract Amount Earned	Percent of Lump Sum Price for Traffic Control and Site Safety
25	25
50	50
75	75
100	100

Notes:

- I. Traffic Control and Site Safety is subject to the retainage that will be withheld for final payment.

4.02 BASIS OF PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Control and Site Safety	LS

PART I GENERAL

I.01 This specification includes requirements applicable to Quality Control Testing.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 REQUIREMENTS

- A. The Contractor shall provide and maintain a quality control system that will provide reasonable assurance that all materials and completed construction submitted for acceptance conform to contract requirements whether manufactured or processed by the Contractor or procured from subcontractors or vendors. Although guidelines are established and certain requirements are specified herein, the Contractor shall assume full responsibility for accomplishing quality control. Any retesting that is required that results from a failure to meet the specifications, shall be paid for by the Contractor.
- B. The Contractor shall employ an independent testing laboratory (approved by the Owner), staffed with a professional engineer, licensed in Wyoming, to perform all testing as outlined below and within the standard specifications. The Testing Laboratory, or manufacturer, shall furnish a copy to the Contractor, the Engineer, and the Owner for the following tests, as well as, all other tests required by other sections of these Special Provisions or the *Wyoming Public Works Standard Specifications, 2023 Edition*.
- C. When testing is complete for a specific item, the Contractor shall include a statement or letter indicating that all required test results have been submitted.
- D. The Engineer shall be notified of any failing tests immediately. Copies of all tests shall be furnished to the Engineer and Owner's representative within 72 hours or as soon as they are available.

3.02 AGGREGATES

A. QUALITY ASSURANCE

Prior to any material being incorporated into the project, a test report or documentation shall be submitted to the Engineer for every type of aggregate material supplied for the work. The documentation will demonstrate the materials meet or exceed the following standards:

- I. GRADATION REQUIREMENTS, Section 02190, Aggregates, Subsections 2.03 and 2.07 as modified by these special provisions.
- B. BITUMINOUS MATERIALS
 - I. CERTIFICATE OF COMPLIANCE AND WEIGH TICKETS

- a. The Contractor is responsible to ensure each load of liquid asphalt and emulsion delivered for the project meets the requirements of the contract documents and is supplied with the following documentation:
 - i. Weight ticket(s) or weight information,
 - ii. Certificate of Compliance (COC): Date, Type or Grade, and Producer Name, and
 - iii. Bill of Lading

3.03 ACCEPTANCE

- A. All work which does not conform to the Quality Control Testing requirements will be considered unacceptable. All unacceptable work shall be removed and replaced at the Contractor’s expense.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Quality Control Testing will be paid at the contract Lump Sum price. All testing required by these Special Provisions of the *Wyoming Public Works Standard Specifications, 2023 Edition*, shall be included under this section. Any minor items of labor and/or materials not specifically noted in this Special Provision or in the construction documents which are necessary for the proper completion of the work described shall be considered incidental and are to be included in the contract.

4.02 BASIS OF PAYMENT

- A. Payment for Quality Control Testing shall be paid based on a percentage of the original contract amount earned in accordance with the following table:

Percent of Original Contract Amount Earned	Percent of Lump Sum Price for Quality Control Testing
First Request	25
25	50
50	75
75	100

Notes:

- I. Quality Control Testing is subject to the retainage that will be withheld for final payment.
- B. No additional compensation will be allowed for retesting of items failing to meet specifications unless authorized by the Engineer. The Owner reserves the right to withhold payment for Quality Control Testing until test results are received. Quality Control Testing is subject to ten percent (10%) retainage that will be withheld until final payment. Payment will be made under:

Pay Item
Quality Control Testing

Pay Unit
LS

PART I GENERAL

I.01 SUMMARY

- A. This section consists of furnishing materials, labor, and equipment for applying pavement markings in accordance with this special provision, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, and in conformity to the lines, dimensions, patterns, locations and details shown on the plans.

I.02 SUBMITTALS

- A. Contractor shall furnish manufacturer's certified test reports for materials used on the project prior to use on the project. Certified test reports shall include a statement that the materials meet or exceed the specification requirements. The manufacturer shall certify that the products do not contain mercury, lead, hexavalent chromium, halogenated solvents, or any carcinogen as defined by 29 CFR 1910.1200.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pavement marking paint shall conform to the composition and quantitative requirements established by the Wyoming Department of Transportation Specifications for Furnishing Fast Drying White and Yellow Acrylic Waterborne Traffic Line Paint dated September 14, 2001.
- B. Glass beads for Traffic Paint shall conform to AASHTO M 247, Type I or Type II, non-flotation grade as recommended by the paint manufacturer.

2.02 EQUIPMENT

- A. The Contractor shall be responsible for measurement of the work in accordance with the following requirements. The Contractor's pavement marking equipment, other than for performed material, shall be equipped with an odometer graduated to one-hundredth (0.01) of a mile. Failure of the odometer to function properly shall be a cause to stop the work until the odometer is made to function properly.
- B. Electrical counters shall be provided and installed on the striper. The counters shall individually tabulate the length or number of units applied by each striping gun whether solid or dashed. The counters shall be a 6-digit type with reset feature.
- C. The pavement marking equipment shall be equipped with an air jet to remove debris from the pavement in advance of the applicator gun. The air jet shall operate when marking material is being applied and be synchronized with marking material application.
- D. The marking equipment used shall be capable of applying traffic paint at the specified thickness as a speed of not less than 10 mph.

- E. Equipment shall be capable of painting a reasonably clean-edged stripe of the designated width (\pm 1/4-inch) and shall have a bead dispenser directly behind, synchronized with the paint applicator. For centerlines and lane lines, an automatic skip control shall be used that will paint a stripe with a gap as shown in these specifications. Machines having multiple applicators shall be used for centerlines with “no passing zones.” In area where machines are not practical, suitable hand-operated equipment may be used as approved by the Engineer.
- F. The Contractor shall be responsible for protection of all newly painted surfaces until completely dry. All costs associated with the removal and/or replacement of striping due to the Contractor’s failure to properly protect the work area shall be the responsibility of the Contractor and corrected at no additional cost to the Owner.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. The Contractor shall clean all visible loose or foreign material from the surface to be marked. The Contractor shall power broom clean all surfaces where gore markings or edge lines are to be applied. When required, other surfaces shall also be power broom cleaned.
- B. When necessary, road-kill animals and other debris shall be property removed and disposed of prior to painting.

3.02 WEATHER LIMITATIONS

- A. Painting shall be performed only when the pavement surface is dry, and the surface temperature is 40°F and rising. Additionally, the pavement surface temperature shall be at least 5°F above the dew point.

3.03 LAYOUT AND PRE-MARKING

- A. The Contractor shall be responsible to layout the locations of all lines to assure their proper placement and compliance with MUTCD standards. The layout and pre-marking of all lines shall be approved by the Engineer prior to any painting operations.

- B. The Contractor shall establish reference points to assure proper placement of markings.

C. STANDARD TRAFFIC STRIPING LAYOUT

- 1. **DASHED LINES:** Dashed Lines shall have a spacing between stripes of 30 feet and a stripe length of 10 feet with a width of 4 inches.
- 2. **TWO WAY BARRIER (NO PASSING IN EITHER DIRECTION):** The stripe shall be 4 inches wide with a 3 inches space between continuous striped lines.
- 3. **EDGE LINE:** The stripe shall be 4 inches wide.

3.04 APPLICATION REQUIREMENTS

- A. Pavement markings shall be applied only when the surface is clean and dry, the pavement and ambient air temperatures are 5°F or more above the dew point, and the pavement and ambient air temperatures are above 40°F.
- B. The Contractor shall transfer the entire contents of each paint container to the striper tank. The paint shall be thoroughly and continuously mixed during the paint application.
- C. The paint shall be applied at the following rates or as directed by the Engineer:

Gallons per Mile of Line	Width of Line (inches)			
	4	6	8	12
Solid Line	16	24	32	48
Dashed Line	4	6	8	12

- D. Glass beads shall be applied to the wet paint so that the beads are embedded and retained in the paint and uniformly cover the paint surface. The rate of application shall be not less than six (6) pounds of glass beads per gallon of paint applied or as directed by the Engineer.

3.05 LINE PLACEMENT TOLERANCE

- A. Pavement marking lines shall be straight or smoothly curved, true to the alignment of the pavement, and shall not deviate laterally from the proper location at a rate of more than 2 inches in 100 feet. No deviation greater than 3 inches will be permitted.

3.06 LINE TYPES

- A. CENTER LINES: For two-lane roadways, center lines shall be a double yellow stripe between contiguous lanes of pavement carrying traffic in opposite directions for no passing zones. For passing zones, the specific combination of solid and/or dashed lines, as existing or on the plans, shall be used. For four-lane roadways, lane separating striping shall be a dashed or solid white line, as existing or shown on plans shall be used. Each strip shall be 4 inches wide, solid or dashed, for double strips, 3 inches shall separate the two lines.
- B. EDGE LINE: Edge lines shall be single white stripe, placed between the travel lane and the paved shoulder. Stripe shall be 4 inches wide and solid.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Center line and edge striping pavement markings will be measured per mile, along the center line, complete in place. Any railroad crossings, stop bars, or other miscellaneous markings shall be included under this item and included in the bid price.
- B. Through arrow striping will be measured per each, complete in place.
- C. Left turn and through arrow striping will be measured per each, complete in place.

- D. Left turn and through arrow striping will be measured per each, complete in place
- E. Crosswalk painted striping will be measured per each, complete in place.
- F. Crosswalk inlays will be measured per each, complete in place.
- G. Railroad markings will be measured per each, complete in place.

4.02 BASIS OF PAYMENT

- A. The accepted quantities of center line and edge striping will be paid for at the contract price bid per mile, to the nearest one hundredth (0.01) of a mile, of striping. Pattern shall match existing, or as called out on the plan sheets.
- B. Payment for all pavement markings shall include all labor, equipment and materials necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Striping - White Edge & Lane	Mile
Striping - Yellow Centerline	Mile
Striping - Through Arrow	EA
Striping - Left Turn and Through Arrow	EA
Striping - Right Turn and Through Arrow	EA
Striping - Crosswalk, Painted	EA
Striping - Crosswalk, Inlays	EA
Railroad Crossing Markings	EA

PART I GENERAL

I.01 EXTRA AND FORCE ACCOUNT WORK

- A. New or unforeseen Work shall be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices. The Contractor shall perform this Work, whenever it is deemed necessary or desirable in order to complete fully the Work contemplated. Such Work will require an approved extra Work order; and shall be performed in accordance with the specifications, as directed and will be paid for as provided herein.

- B. Extra Work performed in accordance with the requirements of the Supplementary General Conditions will be paid for in accordance with one or more of the following methods:
 - 1. Contract unit bid prices, providing that the unit bid prices are representative of the Work being performed,
 - 2. Approved rental rates,
 - 3. Lump Sum, as stipulated in the order authorizing the Work, and/or
 - 4. The Owner may require the Contractor to do such Work on a Force Account basis, and the Contractor shall be reimbursed as follows.

I.02 SUBMITTALS

- A. The Engineer will provide the Contractor, and Owner, with a detailed description of the Work proposed. Authorized approval signatures will be required on the document by the Contractor, Owner, and the Engineer prior to any Work being done.

PART 2 REIMBURSEMENT TO CONTRACTOR

2.01 LABOR

- A. For all laborers and foremen in direct charge of the specific operations, the Contractor shall receive the actual cost of wages paid by him, but at rates not to exceed those for comparable labor currently employed on the Work, for each and every hour that said laborers and foremen are actually engaged in such Work.

- B. An amount equal to twenty percent (20%) of the sum of the above items will also be paid to the Contractor to cover overhead, property damage, and liability insurance, Worker’s Compensation Insurance premiums, Unemployment Insurance contributions, and Social Security taxes.

- C. In addition to the above payments, the Contractor shall receive the actual costs paid to or on behalf of workers by reason of subsistence and travel allowances, health or welfare

benefits, pension fund benefits, or other bona fide benefits, when such amounts are required by collective bargaining agreement or are legitimate fringe benefits applicable to the classes of labor employed on the project.

2.02 MATERIALS

- A. For materials accepted by the Engineer and the Owner and incorporated into the Work, the Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added. The fifteen percent (15%) addition will not apply to materials furnished under Specialized Work.

2.03 EQUIPMENT

- A. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer and Owner, the Contractor shall receive payment in accordance with the latest approved schedule of Equipment Rental Rates of the Wyoming State Highway Commission. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be agreed upon in writing before the Work is started.
- B. Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the project. If special equipment has been ordered by the Engineer and Owner and is to be used in connection with Force Account Work, travel time to the project will be measured for payment.
- C. Payment will be based on the number of hours as outlined above.
- D. Standby time will be paid only on equipment ordered brought to the job site and/or ordered held on the job by the Engineer or Owner. Equipment already on the project to complete regular contract items will not be considered for payment on standby time.

2.04 MISCELLANEOUS

- A. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided, including tool, machine or storage buildings.

2.05 COMPENSATION

- A. The Contractor's representative and the Engineer shall compare record of the cost of the Work done as ordered on a Force Account basis.

2.06 STATEMENTS

- A. No payment will be made for Work performed on a Force Account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the costs of such Force Account Work detailed as follows:
 - I. Date, daily hours, total hours, rate, and extension for each classification of laborers and foremen,

2. Date, daily hours, total hours, rental rate, and extension for each code designation unit of machinery and equipment,
 3. Quantities of materials, prices and extensions, and/or
 4. Transportation of materials
- B. Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the Force Account Work are not specifically purchased for such Work but are taken from the Contractor's stock in lieu of the invoices, the Contractor shall furnish a certified correct statement that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

2.07 SUBCONTRACTORS

- A. When extra Work paid for on a Force Account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such Work. No additional payment therefore will be made by the Owner by reason of the performance of the Work by a Subcontractor or other forces.

2.08 SPECIALIZED WORK

- A. When the Engineer, Owner, and Contractor, by agreement, determine that a special service or an item of extra Work ordered by the Engineer or Owner requires skills, tools and equipment unlike those normally used by the Contractor or his authorized subcontractors, such service or Work may be performed by a specialist. Invoices for such service or item or extra Work on the basis of the current market price thereof may be accepted without completed itemization of labor, material and equipment rental costs when it is impractical and not in accordance with normal procedure of the special service industry to provide a complete itemization. Any hourly employee working on specialized Work, on the project, is subject to minimum wage determination for that project, and when payrolls are required, these employees must be carried on the Contractor's or Subcontractor's payroll.
- B. Where Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra Work may, by agreement, be accepted as a specialist billing.
- C. To the specialist invoice price, less a credit to the Owner for any cash or trade discount taken, will be added the following percentages as reimbursement for administrative expenses:
1. For total cost of the Work up to \$1,000, add 10%,
 2. For total cost of the Work from \$1,000.01 to \$10,000, add 5% of the amount over \$1,000 plus \$100,
 3. For total costs of the Work over \$10,000.01, add 3% of the amount over \$10,000 plus \$550

- D. These percentages will be paid in lieu of those percentages listed in 2.01 - Labor and 2.02 - Materials of this Section.

PART 3 EXECUTION (Not used)

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Force Account	\$