



2026 Overlay Project

April 2026

Department of Engineering & Operations
212 D Street
Rock Springs, Wyoming 82901

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City of Rock Springs
2026 Overlay Project

A. CALL FOR BIDS:

CALL FOR BIDS:

Notice is hereby given that the City of Rock Springs, Wyoming, does hereby call for bids for a general contract to consist of:

Asphalt overlay and other miscellaneous work on City streets

Specifications are on file at the Mayor's Office, 212 'D' Street, Rock Springs, Wyoming 82901 or they may be accessed on the City website at www.rswy.net.

Sealed bids will be received until **5:00 pm on Tuesday, the April 21st day of April**. All bids shall be filed with the City Clerk, City Hall, Rock Springs, Wyoming.

A certified check or bid bond in the sum of five percent (5%) of the amount of any bid must be filed with said bid to be forfeited to the City of Rock Springs as liquidated damages if the bidder is awarded the contract and fails to enter into a contract with the City of Rock Springs within ten (10) days after notification of award.

All bids shall be opened by the City Council at **7:00 pm on the 21st day of April** and the contract, if awarded, shall be awarded to the bidder who in the opinion of the City Council is the lowest and the most responsible bidder for the supply of the item(s) required in the bid proposal, subject to the resident bidder preference described below.

The contractor and all sub-contractors will be required to register and comply with System for Award Management (SAM) website: <https://www.sam.gov/portal/SAM/##11#1> regarding contractor debarment.

Contractor and all sub-contractors must provide their proof of non-debarment with bid submission. Failure to do so may result in an incomplete bid.

In accordance with Section 16-6-105, Wyoming Statutes, 1977 Rep. Ed., the contract shall be let to the most responsible resident bidder making the lowest bid if such resident's bid is not more than five percent (5%) higher than that of the lowest most responsible non-resident bidder.

All bids shall be marked on the exterior:

BID: 2026 Overlay Project

CONTRACTOR: _____
(NAME & ADDRESS)

The City Council shall have the power to reject any and all bids or waive any informality in same. No bidder shall be allowed to withdraw his bid for a period of thirty (30) days or until the successful bidder has entered into a contract with the City of Rock Springs, Wyoming, Max Mickelson, Mayor.

PUBLISH: April 11th and 15th, 2026

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B. INSTRUCTIONS TO BIDDERS:

The contractor and all sub-contractors will be required to register and comply with System for Award Management (SAM) website: <https://www.sam.gov/portal/SAM/##11#1> regarding contractor debarment. **Contractor and all sub-contractors must provide their proof of non-debarment with bid submission. Failure to do so may result in an incomplete bid.**

B-1 INVESTIGATION

Bidders shall familiarize themselves with the Plans, Specifications and Contract forms and shall make a personal investigation at the site of the proposed work. They shall make their own estimates as to the facilities, difficulties, sub-surface conditions, character of materials, and costs affecting the construction of the proposed work. No information obtained from the Plans, Specifications, Owner or Engineer will relieve the Contractor from any risk or from fulfilling all the terms of the Contract.

B-2 QUANTITIES

The Engineer's estimates of quantities appearing in the Proposal are approximate only and are intended to serve as a guide in evaluating the bids. The Contractor shall not at any time make claim for additional payments or consideration because of a misunderstanding regarding the nature or amount of work to be done.

B-3 FORMS

All forms shall be completed and no alterations are to be made to the Proposal, Contract Bond, and Contract Agreement forms supplied by the Owner unless otherwise approved by the Engineer.

B-4 BID SECURITY

Bidders shall accompany their bids with a certified check, cashier's check or bid bond made payable to the City of Rock Springs in the amount of five percent (5%) of the total bid. The bid security is required as a guarantee that the bidder, if awarded the Contract, will promptly execute the Contract Agreement and/or furnish the Contract Bond and/or Performance Bond. The bid security will be forfeited to the City of Rock Springs as liquidated damages for failure to enter into a contract for said work with the City of Rock Springs within the specified time or for any delay or extra work caused thereby.

B-5 QUALIFICATIONS OF BIDDERS

The Owner shall make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including also, if requested, a detailed list of plant and equipment which the bidder proposes to use, a program of work he proposes to follow, and a proposed plan of operation to be presented to the Engineer after the bid opening but prior to the Notice to Proceed. Said plan shall be approved by the Engineer in writing prior to initiation of work.

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B. INSTRUCTIONS TO BIDDERS:

B-6 RIGHT TO ACCEPT AND REJECT BIDS

The City of Rock Springs reserves the right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid which in its sole and absolute judgment will, under all circumstances, best serve the public interest.

In the event that the successful bidder fails to execute the Contract Agreement and/or fails to furnish the Contract Bond and/or Performance Bond, the City of Rock Springs, after declaring forfeited the Bid Security of such bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such bidder as though he were the original successful bidder.

B-7 SUBCONTRACTING

A Contractor will not be allowed to subcontract, broker, temporarily place other companies' employees on their payroll or commit any other act intended to circumvent the subcontracting prohibition. In order to secure specified work, the General Contractor shall perform with his own organization contract work amounting to not less than fifty percent (50%) of the total contract cost. A resident contractor shall not subcontract more than 30 percent (30%) of the work in the contract to non-resident contractors if the resident contractor invoked the five percent (5%) preference statute to be awarded the bid. Specialized equipment should be part of the Contractor's regular fleet unless otherwise discussed with the Engineer.

B-8 SUBMISSION OF BIDS

All bids will be delivered to the City Clerk's office in the City Hall prior to **April 21st** in a sealed envelope marked on the outside as follows:

BID: 2026 Overlay Project

BID: _____
Name

City of Rock Springs
2026 Overlay Project

C. BID PROPOSAL:

Ladies and Gentlemen:

The undersigned, hereinafter referred to as the Contractor, hereby proposes to furnish all labor, tools, equipment and materials necessary to complete the work on the above project in accordance with the plans and specifications and special provisions attached hereto for the unit prices set forth in the following schedule. **Please note changes to milling requirements are described under General Provisions, page 16. Also see Special Provisions, page 24.** Milled roads shall be paved in a timely matter as to not affect road conditions or create public nuisance. **All other estimated quantities are in units of square yards and an overlay depth of 1.5 inches including tack coat, shall be noted.**

<u>Bid Item</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1.	Bonner Way	<u>2,190</u>	\$ _____	\$ _____
2.	Cache Valley (Fitzpat. -Popo Agie)	<u>4,735</u>	\$ _____	\$ _____
3.	Cemetery Roads	<u>800</u>	\$ _____	\$ _____
4.	College Dr. (Stagecoach-Arthur Park)	<u>6,820</u>	\$ _____	\$ _____
5.	Desert Blvd	<u>5,500</u>	\$ _____	\$ _____
6.	Morningside	<u>1,350</u>	\$ _____	\$ _____
7.	Ponderosa	<u>7,900</u>	\$ _____	\$ _____
8.	Sprucewood	<u>2,220</u>	\$ _____	\$ _____
9.	Sweetwater Dr. (Pinnacle-Dewar)	<u>8,390</u>	\$ _____	\$ _____
10.	Sunridge (Morningside-New pvmt)	<u>3,895</u>	\$ _____	\$ _____
11.	Walnut (Willow-Big Horn)	<u>14,780</u>	\$ _____	\$ _____
12.	Westridge (Cascade-Santa Cruz)	<u>6,155</u>	\$ _____	\$ _____
13.	Westridge Cir.	<u>1000</u>	\$ _____	\$ _____
14.	Arthur Park	<u>1,500</u>	\$ _____	\$ _____

Miscellaneous Items:

1.	Traffic Control	<u>1 L.S.</u>	\$ _____	\$ _____
2.	Large Mill (as directed by Eng.)	<u>28,520 L.F.</u>	\$ _____	\$ _____
3.	Milled Butt-Joint (as directed by Eng.)	<u>1,500 L.F.</u>	\$ _____	\$ _____
4.	Small Mill (as directed by Eng.)	<u>35 HR</u>	\$ _____	\$ _____
5.	Leveling (including tack coat)	<u>500 (tons)</u>	\$ _____	\$ _____
6.	Patching (as directed by Eng.)	<u>1,000 (s.v.)</u>	\$ _____	\$ _____
7.	Force Account	<u>F.A.</u>	<u>\$1.00</u>	<u>\$15,000</u>

TOTAL BID AMOUNT: \$ _____

BID SUBMITTED BY:

Signature	Title
Company Name	Address
Phone Number	Fax Number

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D. FORM OF CONTRACT:

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the City of Rock Springs, Wyoming, a municipal corporation, hereinafter mentioned as the Owner and _____ hereinafter mentioned as the Contractor.

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

1. THE Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the following general description:

Asphalt overlay and other miscellaneous work on City streets

as indicated on the attached plans and specifications and shall do everything required by this Agreement, the general conditions of the Contract, the plans and specifications.

2. THE work to be done under this Contract shall begin within ten (10) days after Notice to Proceed and shall be fully completed by **October 15, 2026**.
3. THE Owner shall pay the Contractor for the performance of this Contract the amount set forth in the bid schedule attached hereto, subject to any additions or deletions as may be included in the final estimate as prepared by the Engineer. The Contractor shall receive and accept these payments in full compensation for everything performed under this Contract and for all loss or damage arising out of the nature of the work, the action of the elements, and for unforeseen contingencies or difficulties encountered in the prosecution of the work.
4. THE Contractor shall pay to the Owner as liquidated damages an amount of **\$500.00 per working day** for failure to complete the project in the stipulated time.
5. THE general conditions of the Contract, the Bid Schedule, Contract Provisions, Specifications and Plans, together with this Agreement, form the Contract and are as fully a part thereof as if hereto attached or herein repeated.

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D. FORM OF CONTRACT:

6. THIS Agreement shall insure to the benefit to and be binding upon the legal representatives and successors of the City of Rock Springs and the Contractor respectively.

7. **CONTRACT AMOUNT:** _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ATTEST:

CITY OF ROCK SPRINGS

WITNESS:

CONTRACTOR:

BY: _____

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E. TERMINATION OF CONTRACT:

If the Contractor:

- a. Fails to begin work after receiving the Notice to Proceed, or;
- b. Fails to begin work under the contract within the time specified, or;
- c. Fails to perform the work with sufficient workmen, equipment or material to assure prompt completion of the work, or;
- d. Fails to perform the work according to the contract or neglects or refuses to remove and replace rejected materials, remove unacceptable work, or;
- e. Discontinues the prosecution of the work, or;
- f. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- g. Becomes insolvent or commits any act of insolvency, or;
- h. Allows any final judgment to stand against the Contractor unsatisfied for a period of ten (10) days, or;
- i. Makes an assignment for benefit of creditors, or;
- j. For any other cause whatsoever fails to carry on the work in an acceptable manner,

The Engineer will give notice in writing to the Contractor and the surety of such delay, neglect, or default without liability to the City.

If the Contractor or surety does not proceed according to the notice within a period of ten (10) days after receipt of the notice, the City will, upon written notification from the Engineer of the fact of the delay, neglect or default and the Contractor's failure to comply with the notice, have full power and authority without violating the contract, to take the prosecution of the work from the Contractor. The City may appropriate and use materials and equipment on the project as may be suitable and acceptable and may enter into an agreement for the completion of said contract or use other methods as will be required for completion of the contract in an acceptable manner. The provisions of this paragraph shall supersede the provisions of the surety bond or other surety agreement and shall be binding upon the Contractor's surety company.

All cost and charges incurred by the City, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, the Contractor and the surety shall be liable and shall pay to the City the amount of the excess.

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E. TERMINATION OF CONTRACT:

Emergency Termination of Contract:

The City may, by written notice, terminate the contract or any portion thereof when it is determined in the best interest of the City or public to do so.

When a contract or any portion thereof is terminated before completion of all items of work in the contract, payment will be made for the actual number of units of work completed at the contract unit price or as mutually agreed for items of work partially completed or not started.

Materials obtained by the Contractor which are acceptable and which are not incorporated into the work will be purchased from the Contractor at actual costs as shown by receipted bills and cost records at such points of delivery as designated by the Engineer.

The intent of this provision is that an equitable settlement will be made with the Contractor. Loss of anticipated profits will not be considered in this settlement. Termination of all or part of the contract does not relieve the Contractor of the responsibility of the completed work, nor does it relieve the surety of its obligation for and concerning any just claims arising out of the work performed. The title to all property accruing to the City by reason of termination of this contract shall immediately vest in the City of Rock Springs, and the Contractor shall execute and deliver to the Engineer all papers necessary for transfer of title.

The Engineer shall be given full access to all books, cost records, correspondence and papers of the Contractor relating to the contract in order to determine amounts to be paid the Contractor due to Emergency Termination of the Contract.

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F. BOND REQUIREMENTS:

The Contractor shall provide a Bid Bond, Contract Bond and/or Performance Bond in compliance with the following statutes:

Bid Bond:

15-1-113. Contracts for public improvements to be advertised; exception; contents; acceptance or rejection; execution and bond or other guarantee; other requirements; malfeasance; hearing; penalty.

(d) Every contract shall be executed by the mayor or, in his absence or disability, by the president or other presiding officer of the governing body and by the clerk or designee of the governing body. The successful bidder shall furnish to the city or town a bond or, if the contract price is one hundred thousand dollars (\$150,000.00) or less, any other form of guarantee approved by the city or town in a penal sum equal to the amount of his bid, executed by a surety or guaranty company authorized to do business in this state or other form of surety satisfactory to the city or town.

(f) In advertising for any bid, the forms of guarantee required under this section and approved by the city or town shall be specified. In addition, bidders shall be required to accompany each bid with a bid bond or, if the bid is one hundred thousand dollars (\$150,000.00) or less, any other form of bid guarantee approved by the city or town, equal to at least five percent (5%) of the total bid amount, with sufficient surety and payable to the city or town. The bid guarantee shall be forfeited as liquidated damages if the bidder, upon the letting of the contract to him, fails to enter into the contract within thirty (30) days after it is presented to him for that purpose or fails to proceed with the performance of the contract. The bid guarantee shall be retained by the city or town until proper bond or other form of security satisfactory to the city or town to secure performance of the contract has been filed and approved. The right to reject any bid is reserved in all bid advertisements. All bids shall be numbered consecutively before they are opened, and no further bids may be received after the advertised time of opening bids and any bid is publicly opened. The city or town shall give all persons who desire an opportunity to inspect all bids when they are opened. No bid may be considered unless accompanied by a bid guarantee in the required amount.

(g) No contract for which a bond or other form of guarantee approved by the city or town is required may be assigned or transferred in any manner except by operation of law or consent of the governing body endorsed on the contract. Assignment by any other means renders the contract null and void as to any further performance by the contractor or the assignee, without any act on the part of the city or town. The city or town may at once proceed to relet the contract or may at its discretion proceed to complete the contract as agent at the expense of the contractor and his sureties.

(h) Before any contractor or his representative receives a final payment on any contract for which a bond or other guarantee is required, the city or town shall publish in a newspaper of general circulation in the city or town at least ten (10) days prior to the final payment, a notice to the effect that persons having claims for labor and material furnished the contractor shall present them to the city or town prior to the date specified for payment.

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F. BOND REQUIREMENTS:

Contract and Performance Bonds:

16-6-112. Contractor's bond or other guarantee; when required; conditions; amount; approval; filing; enforcement upon default.

(a) Except as provided under W.S. 9-2-1016(b) (xv), any contract entered into with the state, any county, city, town, school district or other political subdivision of the state for the erection, construction, alteration, repair or addition to any public building or other public structure or for any public work or improvement and the contract price exceeds seven thousand five hundred dollars (\$7,500.00), shall require any contractor before beginning work under the contract to furnish the state or any political subdivision, as appropriate, a bond or, if the contract price is one hundred thousand dollars (\$100,000.00) or less, any other form of guarantee approved by the state or the political subdivision. The bond or other form of guarantee shall be:

(i) Conditioned for the payment of all taxes, excises, licenses, assessments, contributions, penalties and interest lawfully due the state or any political subdivision;

(ii) For the use and benefit of any person performing any work or labor or furnishing any material or goods of any kind which were used in the execution of the contract, conditioned for the performance and completion of the contract according to its terms, compliance with all the requirements of law and payment as due of all just claims for work or labor performed, material furnished and taxes, excises, licenses, assessments, contributions, penalties and interest accrued in the execution of the contract;

(iii) In an amount not less than fifty percent (50%) of the contract price unless the price exceeds one hundred thousand dollars (\$150,000.00), in which case the appropriate officer, agent or the governing body may fix a sufficient amount;

(iv) Approved by and filed with the appropriate officer, agent or other designee of the state or governing body of the political subdivision.

(b) A bond or other guarantee satisfactory to the state or political subdivision, as the case may be, shall include the obligations specified under subsection (a) of this section even though not expressly written into the guarantee.

(c) In default of the prompt payment of all obligations under the guarantee, a direct proceeding may be brought in any court of competent jurisdiction by the authorized officer or agency to enforce payment. The right to proceed in this matter is cumulative and in addition to other remedies provided by law.

F. BOND REQUIREMENTS:

16-6-113. Contractor's bond or other guarantee; right of action; notice to obligee; intervention by interested parties; pro rata distribution. Any person entitled to the protection of a bond or other form of guarantee approved by the state or any political subdivision under W.S. 16-6-112 may maintain an action for the amount due him. He shall notify the obligee named in the bond or other guarantee of the beginning of the action, giving the names of the parties, describing the guarantee and stating the amount and nature of his claim. No judgment shall be entered in the action within thirty (30) days after the giving of the notice. The obligee or any person having a cause of action may on his motion be admitted as a party to the action. The court shall determine the rights of all parties to the action. If the amount realized on the bond or other guarantee is insufficient to discharge all claims in full, the amount shall be distributed among the parties pro rata.

16-6-114. Contractor's bond or other guarantee; requiring new or additional bond or other guarantee; failure to furnish. If in its judgment any of the sureties on a bond or other form of guarantee approved by the state or any political subdivision under W.S. 16-6-112 are insolvent or for any cause are no longer proper or sufficient sureties, the obligee may within ten (10) days require the contractor to furnish a new or additional bond or other approved guarantee. If ordered by the obligee, all work on the contract shall cease until a new or additional bond or other guarantee is furnished. If the guarantee is not furnished within ten (10) days, the obligee may at its option determine the contract and complete the contract as the agent and at the expense of the contractor and his sureties.

16-6-115. Contractor's bond or other guarantee; limitation of actions. No action shall be maintained on any bond or other form of guarantee satisfactory to the state or any political subdivision under W.S. 16-6-112 unless commenced within one (1) year after the date of first publication of notice of final payment of the contract.

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G. CERTIFICATION OF RESIDENCY:

RULES OF PRACTICE AND PROCEDURE BEFORE THE COMMISSIONER OF LABOR CONCERNING CERTIFICATION OF RESIDENT CONTRACTORS ON PUBLIC WORKS CONSTRUCTION PROJECTS.

Section 1. Authority. These Rules of Practice and Procedure are promulgated as authorized by W.S. 16-6-101.

Section 2. General Purpose. In order to assure compliance with W.S. 16-6-102 which gives preference to responsible Wyoming resident contractors on all public works construction projects advertised for bid, the Wyoming Department of Labor and Statistics requires that contractors desiring Wyoming residency will furnish certain information and documentation to demonstrate the eligibility of the contractor as a resident contractor.

Section 3. Resident Documentation and Affidavit(s). All contractors wishing to be certified as an eligible resident contractor for purposes of preference on public works construction projects shall complete and submit the applicable documents and affidavit(s) to the Wyoming Department of Labor and Statistics. No residency preference shall be given to any contractor who has not been certified as a resident contractor by the Wyoming Department of Labor and Statistics, W.S. 16-6-101 (a) (i).

Section 4. Residency Requirements. Residency requirements as indicated in W.S. 16-6-101 will govern residency eligibility. "Resident" means:

(a) Any person who has been a bona fide resident of the state for one (1) year or more immediately prior to bidding upon the contract;

(b) A partnership or association, each member of which has been a bona fide resident of the state for one (1) year or more immediately prior to bidding upon the contract;

(c) A corporation which has been organized under the laws of the state with over fifty percent (50%) of its shares owned by persons who have been bona fide residents of the state for one (1) year or more prior to bidding upon the contract and which maintains its principal office and place of business within the state; or;

(d) A corporation must have been in existence therein for one (1) year, or more, immediately prior to bidding upon the contract, maintained its principal office and place of business within the state. If over fifty percent (50%) of its shares are owned by nonresidents, shares of the corporation shall have been acquired by nonresidents one (1) year or more immediately prior to bidding upon the contract; or publicly traded and registered under Sections 13 or 15 (d) of the Securities Exchange Act of 1934 for one (1) or more classes of its shares.

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G. CERTIFICATION OF RESIDENCY:

(i) In regard to paragraphs (c) and (d) above, the principal office and place of business means the headquarters or administrative center where substantially all of the business activities related to the construction industry are conducted and controlled by resident corporation officers. The principal place of business shall be physically located in a residential or commercial building providing office space and office equipment and supplies which are rented, leased or owned by the resident corporation. The business shall be used primarily for the support of erecting, constructing, altering, equipping or repairing buildings, structures and roadways.

(ii) All business activities carried on by the resident corporation shall include but are not limited to preparation and recordkeeping of accounts payable, accounts receivable, estimating, purchasing of materials or equipment, daily financial recording, maintaining periodic financial records, hiring of personnel, payroll, banking, payment of local, state and federal taxes, construction bids, purchase of license(s), materials and equipment; furthermore, resident corporations shall maintain an arm's length distance from a related nonresident company. The following criteria will be evaluated in making a determination regarding arm's length transactions:

- (a) Is there commingling of funds and other assets with a related firm?
- (b) Is there a failure to segregate funds of the separate entities?
- (c) Is there a failure to maintain adequate corporation records or maintain minutes of corporate meetings?
- (d) Is there a failure to adequately capitalize the corporation; capitalization must be repaid to parent firm or interest must be paid on loans extended by the parent firm.
- (e) Is there an absence of corporate assets and an under capitalization of the corporation?
- (f) Is there use of the corporation as a mere shell, instrumentality or conduit of an individual or another corporation?
- (g) Is there a disregard of legal formalities and a failure to maintain an arm's length relationship among related entities?
- (h) Is there a use of the corporate entity to procure labor, services or merchandise for another person or entity?

(iii) Failure to demonstrate and maintain an arm's length distance compromises the meaning and integrity of the principal office and principal place of business and, together with criteria mentioned in paragraphs (i) and (ii) above, may be evaluated by the Department of Labor and Statistics and may cause the Commissioner to deny or revoke residency status if the evidence clearly demonstrates intentional or willful misrepresentation sufficient to support a finding that the separate existence of a corporation would sanction a fraud or promote injustice.

G. CERTIFICATION OF RESIDENCY:

Section 5. Advance Submission of Residency Documentation and Affidavit(s).

(a) For initial determination of residency, each applicant shall submit documents and affidavits required by the Wyoming Department of Labor and Statistics, consistent with W.S. 16-6-101, a minimum of sixty (60) days prior to a bid letting by a public body for a specific construction project to insure sufficient time for processing, acquiring confirming information and making an initial determination. A decision regarding the applicant's qualification for determining residency status will be made within five (5) working days and mailed to the requesting applicant.

(b) Requests for residency status determination may be made at any time throughout the year when the request is not made for the purpose of qualifying prior to a specific bid letting by a public body. The term of the residency determination will be one (1) year from the date of notification unless the applicant has altered its eligibility by changes conflicting with eligibility requirements. Affidavits for renewal certification will be required annually. Residency status may be denied or revoked if the Commissioner finds that circumstances have changed.

(c) In cases of failure by a public body to provide notice of contract work to the public for bidding in time for contractors to apply for residency status prior to the sixty (60) days' limitation, the Commissioner may grant temporary residency status. Failure to request a determination sixty (60) days prior to a specific bid letting in paragraph (a) above precludes any decision by the Wyoming Department of Labor and Statistics for that project.

Section 6. Joint Ventures of Partnership with Nonresident Firm. The formation of a joint venture of partnership between a resident contractor(s) and nonresident contractor(s) shall be considered to have compromised the integrity of the residency status of the resident contractor. The joint venture of partnership so formed will not be recognized as a resident entity for purposes of bidding on public works construction projects and will not be considered eligible for resident preference.

Section 7. Residency Information Confirmation. The Department may, after reasonable notice, during normal working hours, visit the principal office of the business to confirm information submitted in the resident qualification documentation and affidavit(s). Residency status may be denied or revoked if the Commissioner finds that a business fails to cooperate during an investigation.

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G. CERTIFICATION OF RESIDENCY:

Section 8. Appeals Procedure.

(a) Written objection; request for review. Any person, partnership, association, or corporation aggrieved by a determination rendered by the Department of Labor and Statistics regarding residency status may submit a request for a review by the Department of Labor and Statistics within ten (10) days after receipt of said determination; such a request shall be in writing and shall state specific reasons for the review or objections to the determination. Any written request and documentation submitted for a review of objection to the determination shall be a public record and available for inspection by any person, with exception of proprietary information. All reviews will be conducted by someone other than the persons who made the initial determination and may confirm, reverse, change, or modify the determination.

(b) Notice of hearing. Any aggrieved party may petition in writing for an Administrative Hearing before the Commissioner of Labor and Statistics within ten (10) days after a review has been made. A date for a hearing shall be set within thirty (30) days by the Commissioner after receipt of the petition, and all parties shall be given written notice at least three (3) days prior to the date set for the hearing.

(c) Determination. Within three (3) days of the conclusion of the hearing, the Commissioner must rule on the written objections and make such final determination as he believes the evidence warrants. Immediately upon such final determination, the Commissioner shall serve a certified copy thereof on all parties to the proceedings by personal service or by registered mail.

(d) The final decision of the Commissioner shall be subject to review in accordance with the provisions of the Wyoming Administrative Procedures Act (W.S. 16-3-101 to 16-3-115).

(e) Failure to request a review or a hearing within the time limits noted in paragraphs (a) and (b) above precludes any such review or hearing and a determination by the Wyoming Department of Labor and Statistics has the effect of being final.

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H. GENERAL PROVISIONS:

All paving requirements, equipment, materials, placement of, etc. that apply to this contract shall be in accordance with Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction, 2010 Edition; section 401, and City of Rock Springs Standards. The plant mix paver used by the Contractor shall be capable of placing a hot mix mat of at least 19 feet in width. See H-1 through H-3 for milling details and requirements. Directly after a roadway is paved, either in full or in partial completion, the Contractor will be required to place plastic reflective tabs in place of the existing striping that may have been covered by paving operations, in a timely manner, as to not adversely affect traffic. An asphalt safety edge on both sides of the roadway, no greater than 35 degrees from the horizontal paved surface. The safety edge shall be placed along the roadway where no curb and gutter are established. All necessary equipment, work, and costs associated with constructing the required edge shall be subsidiary to the contract.

All millings will become the property of the City of Rock Springs. The Contractor is required to load, haul, and stock pile all material at the City shop, located on Community Park Drive. This work shall be subsidiary to the individual milling line items.

The minimum acceptable quality of workmanship and materials has been defined wherever possible throughout the Contract Documents. The purpose of this section is to insure that the specified products are furnished and installed in accordance with design intent.

H-1 LARGE MOTORIZED EDGE MILL

The large motorized edge mill shall include, but not limited to, to removal, loading, hauling, etc., of existing pavement. Pavement depth shall be removed to a depth of one and one half (1½) inches, and taper to a depth of zero (0) inches, over a minimum of eight (8) feet, from the lip of curb, towards the street centerline. Longitudinal limits of edge milling will designated or marked by the Engineer. Transportation, hauling, loading, cleaning, etc., required to perform this task shall be subsidiary to the line item.

Method of Measurement:

The Large Motorized Edge Mill shall be measured by the lineal foot, parallel to the street centerline, as given in the bid schedule.

Basis of Payment:

The Large Motorized Edge Mill shall be paid by the lineal foot as given in the bid schedule.

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H. GENERAL PROVISIONS:

H-2 MILLED BUTT-JOINT

The milled butt-joint shall be a large motorized mill and include, but not limited to, to removal, loading, hauling, etc., of existing pavement. Pavement shall be removed to a depth of one and one half (1½) inches, and taper to a depth of zero (0) inches, over 30 feet. Butt-joint locations will be determined in the field by the Engineer. An asphalt wedge shall be placed at each milled butt-joint, with a paper backing, to facilitate the removal of the wedge prior to paving. Installation and removal of asphalt wedge shall be subsidiary to the Milled Butt-Joint line item. Transportation, hauling, loading, cleaning, etc., required to perform this task shall be subsidiary to the line item.

Method of Measurement:

The Milled Butt-Joint shall be measured by the lineal foot, transverse to the street centerline, as given in the bid schedule.

Basis of Payment:

The Milled Butt-Joint shall be paid by the lineal foot as given in the bid schedule.

H-3 SMALL MOUNTED MILL FOR UTILITIES

Small mounted mill for utilities shall include, but not limited to, to removal, loading, hauling, etc., of existing pavement around existing utilities such as, water valves, manholes, etc. Pavement removal shall be at a depth of one and one half (1½) inches. Transportation, hauling, loading, cleaning, etc., required to perform this task shall be subsidiary to the line item.

Method of Measurement:

The Small Mounted Mill for Utilities shall be measured by the milling hour as given in the bid schedule.

Basis of Payment:

The Small Mounted Mill for Utilities shall be paid by the milling hour as given in the bid schedule.

H-4 PRODUCT HANDLING

All submittals of Shop Drawings, Samples, requests for substitutions, etc. will be in strict accordance with the provisions of this Section.

H-5 SHOP DRAWINGS

All Shop Drawings will be made accurately to a scale large enough to show all pertinent features of the item and its method of connection to the work. Shop Drawings shall be submitted prior to

H. GENERAL PROVISIONS:

beginning any portion of the work. Shop Drawings will be submitted in the quantity which is required to be returned plus two copies which will be retained by the Engineer.

H-6 SUBSTITUTIONS

The Engineer will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data required by the Engineer to evaluate the proposed substitution. No substitution of materials, equipment or methods will be accepted unless such substitution has been specifically approved by the Engineer.

Bidders may submit completely separate bids using materials and methods other than those described in these Contract Documents, provided that all substitutions are clearly identified, described and in compliance to the preceding paragraph. In all other respects the bid must be in accordance with the provisions of the Contract Documents.

H-7 TESTING LABORATORY SERVICES

The Owner may require periodic testing to be performed to determine that materials and methods of installation meet the specified requirements.

H-8 PAYMENT FOR TESTING SERVICES

The Contractor shall select a qualified testing laboratory subject to approval by the Owner. All testing costs shall be at the Contractor's expense. For any tests that show non-compliance with these plans and specifications, the Owner may require additional testing. The Engineer shall determine the type and number of tests required.

H-9 COOPERATION WITH TESTING LABORATORY

Representatives of the testing laboratory will have access to the work at all times. Facilities for such access will be provided in order that the laboratory may properly perform its function.

H-10 REPORTS

All reports shall be forwarded to the Engineer for review upon completion of each test. Copies of reports shall be presented to the Contractor and the Owner as desired.

H-11 TEMPORARY FACILITIES

This section includes, but is not necessarily limited to, the following temporary facilities:

1. Temporary facilities
2. Sanitary facilities

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H. GENERAL PROVISIONS:

Work that is related but not covered by this section includes compliance with applicable safety regulations and requirements, as described in the General Provisions of the Contract Documents, or as required by the State of Wyoming and the Federal government.

H-12 PRODUCT HANDLING

The Contractor will use all means necessary to maintain temporary facilities in a proper and safe condition throughout the progress of the work. In the event of loss or damage, the Contractor will immediately make all repairs and replacements necessary at no additional cost to the Owner.

H-13 TEMPORARY UTILITIES

The Contractor will provide all temporary utilities required for the performance of the work.

H-14 SANITARY FACILITIES

Sanitary facilities and toilets will be provided for the use of all workers in compliance to the City of Rock Springs, the State of Wyoming, the County of Sweetwater, and O.S.H.A. regulations.

H-15 PAYMENT

The Contractor will be responsible for payment for any costs involved in compliance with this Section.

H-16 REMOVAL

All temporary facilities will be maintained as long as needed for the safe and proper completion of the Contract. These facilities will be removed as rapidly as progress will permit or as directed by the Engineer.

H-17 CITY STANDARDS

All construction shall conform to the most current edition of the Wyoming Public Works Standard Specifications, and local requirements and ordinances. Proof of compliance with these Specifications shall be the responsibility of the Contractor.

H-18 BUILDING PERMITS

The Contractor shall obtain from the City of Rock Springs Building Inspector, located in the City Hall, a Building Permit prior to initiating any work, the cost of which shall be borne by the City of Rock Springs.

H. GENERAL PROVISIONS:

H-19 FORCE ACCOUNT WORK

The Contractor shall perform unforeseen work, for which there is no price included in the Contract, whenever it is deemed necessary or desirable in order to complete fully the work as contemplated. No force account work will be started without prior approval from the Engineer. It shall be the responsibility of the contractor to complete a written daily force account record. This daily record will include quantities and time agreed upon and signed daily by the contractor's representative and the Engineer. Force Account will not be paid without this record. Such work shall be performed in accordance with the specifications and as directed. Force Account work must be submitted for payment within 30 days of occurrence. If Force Account work is not submitted within 30 days of occurrence, it will not be paid. The Contractor will be compensated for the actual number of hours worked and materials used in the following manner:

- (a) Labor. Actual wages paid workmen plus 15% overhead costs.
- (b) Materials. Actual invoice costs of materials plus 15% for overhead and handling.
- (c) Equipment. An agreed unit price for actual number of hours equipment is used. This price shall include fuel and overhead and shall be agreed to in writing between the Contractor and the Owner before work begins. All small hand tools necessary to complete the work will not be paid for but will be considered subsidiary to other Contract items.

H-20 LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims under Wyoming workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any and all of which may arise out of or result from the 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. Such insurance policy shall be in an amount not less than one million dollars (\$1,000,000) and such policy shall name the City of Rock Springs and Engineer as additional insured parties.

Before starting the work, the Contractor shall file with the Owner and Engineer certificates indicating the existence of such insurance, acceptable to the Owner. Such 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 the Owner and Engineer.

H-21 COORDINATION WITH OTHER CONTRACTORS/AGENCIES/HOMEOWNERS

The Contractor shall coordinate all operations with the Engineer prior to any work taking place. All work shall be done at no cost to the City of Rock Springs, and shall be done during normal working hours of 7 a.m. to 7 p.m. Monday through Friday unless prior approval is attained from the Engineer. Door knockers or another approved method with job and contact information, are required to be placed/given 24 hours ahead of any work operations.

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H. GENERAL PROVISIONS:

The scope of the work will involve some coordination with other contractors or agencies. The Contractor shall make provisions to expedite or delay work in order to coordinate work with others. No additional payment by the Owner will be given for these conditions.

H-22 PUBLIC CONTRACTS

All public contracts entered into with municipality entities; i.e. state, county, city or township, school district, etc.; require the contractor to comply with Wyoming Statute 27-14-206 and 16-6-201 through 16-6-206, regarding the state department of employment for worker's compensation and employment insurance and Wyoming Preference Act of 1971. A certificate(s) of good standing and the Wyoming Preference Act signature page should be provided by the contractor to the City prior to issuance of the Notice to Proceed. Prior to final payment, the contractor is required to provide evidence that all obligations for covered employees on the contract are paid.

H-23 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

The Contractor shall be held responsible for any damage to and for maintenance and protection of all utilities, monuments and existing structures.

H-24 MEASUREMENT OF QUANTITIES

The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding. All work computed by the Engineer will be from measurements according to the United States Measurements and Weights.

H-25 PAVING REQUIREMENTS

Milled roads shall be paved in a timely manner as to not affect road conditions or create public nuisance.

H-26 CONTRACT TIME

The Contractor shall commence work on or before the date specified in the Notice of Award and shall have all work completed and ready for inspection **October 15, 2026** unless otherwise extended by the Engineer.

H-27 PAYMENTS TO THE CONTRACTOR

The Contractor shall prepare a request for payment itemizing work completed by units bid, which shall be submitted to the Engineer for verification and approval. Payment will be made by the Owner for ninety-five percent (95%) of the work completed, five percent (5%) being held until final acceptance. All bills must be approved and submitted to the City Clerk by Wednesday preceding each Council meeting.

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H. GENERAL PROVISIONS:

All payments due to the Contractor for extra work in accordance with these specifications will be included in his monthly request for payment as detailed in the paragraph above.

Final payment will be made in accordance with and subject to provisions of Sections 16-6-116 and 16-6-117, Wyoming Statutes. Final payment will not be made until Form PW 101 is completed and submitted.

H-28 WARRANTY

The Contractor shall warrant that his work is free from defects and substandard workmanship for a period of two (2) years from the date of acceptance of any portion of the work, which acceptance shall be in writing by the Engineer.

H-29 LIQUIDATED DAMAGES

Liquidated damages for delay will be assessed against the Contractor in the amount of **\$500.00 per working day** for failure to complete the work on time.

H-30 DISCONTINUANCE OF WORK DUE TO WEATHER

The Engineer shall notify the Contractor in writing when in his opinion weather conditions become too severe to continue construction. Contract work shall stop and not be resumed until notification in writing is given the Contractor by the Engineer. Such work delay shall not count against completion time. The Contractor will be required to place streets and driveways in a passable condition prior to discontinuance of work.

H-31 TRAFFIC CONTROL

Traffic control plan must be approved by City Engineering Department and shall be in accordance with the latest version of the MUTCD and the City of Rock Springs standards. The Contractor shall construct the project in such a manner as to minimize the interruption of the use of roads, highways or streets involved and shall provide for emergency runs and fire hydrant access at all times.

The Contractor is responsible for providing flagmen, adequate barricades of high visibility design, flares, lanterns, signs, and pre-warning devices to alert the public, motorists and pedestrians of hazardous conditions. Directly after a roadway is paved, either in full or in partial completion, the Contractor will be required to place plastic reflective tabs in place of the existing striping that may have been covered by paving operations, in a timely manner, as to not adversely affect traffic. It shall be the responsibility of the Contractor to ensure that all traffic control complies with the latest version of the Manual for Uniform Traffic Control Devices, MUTCD. **Bid item shall not exceed 5% of the total bid.**

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H. GENERAL PROVISIONS:

H-32 DUST CONTROL

The Contractor shall be responsible at all times to keep the project location and the area adjacent to the project free of loose, blowing dust or any other material that may be disturbed or brought in by the Contractor while completing the project.

H-33 MANHOLE/VALVE/MISCELLANEOUS GRADE RINGS

The Contractor shall furnish and install all manhole, valve, miscellaneous etc. grade rings and bring all covers to grade. This item shall be subsidiary to the individual streets that will be overlaid/reconstructed in bid schedule. The Waste Water Reclamation Department shall not supply any materials to the Contractor.

H-34 PATCHING

Patching on various streets or areas, as directed by the Engineer, shall include but not limited to; all necessary equipment, materials, hauling, loading, removal of existing material; etc., placement of six (6) inches of road base and three (3) inches of asphalt. Any excavation base material over six (6) inches shall be considered force account as described in Section H: General Provision. Once patches have been marked out they must be completed in a timely manner.

Method of Measurement

Patching shall be measured by the square yard of completed installation.

Basis of Payment

Payment for patching shall be by the unit price for Patching given in the bid schedule.

H-35 LAYOUT AND GRADES

The Contractor shall be responsible for any and all layout work and establishing all grades applicable to this project.

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I. SPECIAL PROVISIONS:

I-1 ARTHUR PARK PARKING LOT

Arthur Park Parking Lot shall include, but not limited to; all work including labor, mobility, equipment, hauling, etc. for the full removal of all existing asphalt pavement and base material up to nine (9) inches, any concrete valley gutters, fillets, etc., within the existing parking lot boundaries; and the placement of three (3) inches of hot mix asphalt and six (6) inches of compacted road base in accordance to all standards stated in this contract. Road base shall be compacted to 96% passing a standard proctor. Grading shall be done to ensure all drainage is conveyed to the appropriate drainage infrastructure. If any base instabilities or soft spots are found within the approximate nine (9) inches of removed material, Contractor will contact Engineer and will remove unsuitable material and place an additional six (6) inches of compacted road base, this shall be considered subsidiary to this line item. Any additional material removed and placed, beyond the 12 inches will be considered Force Account. Please see H-19. Prior to any work, notification to the Parks Department at 307-352-1400 is required. No work shall be allowed during any events taking place in the park area, unless approved by the Parks Department.

I-2 CEMETERY WORK

The Contractor will contact the Rock Springs City Cemetery at 307-352-1462 prior to any work being performed in accordance with this project. The Contractor shall make all necessary schedule adjustments to accommodate any and all funeral services, cemetery crew work, etc. All paving operations will not be allowed on the Thursday and Friday prior to Memorial Day holiday, without prior consent from the cemetery.