

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
BOARD OF LARAMIE COUNTY COMMISSIONERS**

Federal Project STPU-CH B221004
Cheyenne Streets
US 30 and Dell Range Blvd.
and Whitney Road
Laramie County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT) whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Board of Laramie County Commissioners (County) whose address is 310 West 19th Street, Cheyenne, Wyoming 82001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County and WYDOT desire to participate in the Surface Transportation Urban Program which is federally funded and administered by WYDOT. WYDOT has heretofore designated the locations and the County has approved the locations for the construction of the intersection of US 30 and Dell Range Blvd. including frontage roads extending to Christensen Road. Also the reconstruction of Whitney Road between US 30 and Dell Range Blvd. including the construction of a roundabout at the intersection of Whitney Road and Dell Range Blvd., as shown on the attached Exhibit "A", Location Map, which is attached to and incorporated into this Agreement by this reference. WYDOT, the County, and the traveling public shall derive a benefit and advantage by reason of having the roadways constructed.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through completion of project. All services shall be completed during this term.
4. **Participation of Project Costs:**
 - A. The County agrees to reimburse WYDOT for the project costs at the rate of nine and fifty-one hundredths percent (9.51%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown on Exhibit "B", Summary of Project Costs, which is attached to and incorporated into this Agreement by this reference. The County agrees to reimburse to WYDOT any funds above those authorized by WYDOT and matched by the County necessary to build this project.
 - B. It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on*

Cooperative Agreement between WYDOT and the Board of Laramie County Commissioners

Federal Project STPU-CH B221004, Cheyenne Streets

US 30 and Dell Range Blvd. and Whitney Road in Laramie County

Sliding Scale Rates of Federal Aid Participation in Public Lands States. It is further understood by the County that the estimated costs may vary as the project plans are developed and let to contract and that the County shall reimburse WYDOT for the total amount not paid with federal funds.

- C. The costs shown on the Exhibit "B" are estimates only and the County understands that the final costs may be higher or lower. Rates may vary for the life of this project based on federal reviews and approval. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree upon and sign an amendment for the additional costs.
- D. The County agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602 for the construction, which estimated costs are more particularly set forth on the Exhibit "B". ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit "B". WYDOT will bill the County on a monthly basis unless otherwise agreed upon between the parties.

No payment shall be made for work performed before the Effective Date of this Agreement.

- E. Subrecipients shall provide your Data Universal Numbering System (DUNS) number to WYDOT until December 2020. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Effective December 2020 the DUNS number will be changing to the Unique Entity Identifier (UEI). Entities will go to the System for Award Management (SAM.gov) to request an UEI and register their entity to do business with the United States Government. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

5. **Reimbursement.** The County hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within forty-five (45) days after billing.

6. **Responsibilities of the Parties and General Conditions of the Survey Work, Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance:**

- A. WYDOT has prepared an Exhibit "C", Reconnaissance Report dated July 30, 2019, which is attached to and incorporated into this Agreement by this reference. This Agreement supplements, amends and wherein conflicts therewith, supersedes the reconnaissance report.
- B. Survey work will be performed by WYDOT or its consultant. The work of performing the survey for this project will be performed under the immediate direction, control and supervision of WYDOT in accordance with the requirements specified by WYDOT and agreed to by the County.
- C. Preliminary Engineering will be performed by WYDOT or its consultant who will complete engineering investigations, perform environmental studies and develop design plans in accordance with the *WYDOT Guide for Non-NHS State Highways, 2014*, (used for Dell Range Blvd. intersecting with US 30 and for the two frontage roads) and the *WYDOT Guide for NHS Arterial (Non-Interstate), 2014*, (used for work along US 30) and the *Laramie County Road and Street Design Standards*; (used for Whitney Road between Dell Range and US 30 and includes Whitney and Dell Range intersection); which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
- D. Right-of-Way Acquisition will be performed by WYDOT or its consultant. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit "A". In accordance with Wyo. Stat. § 1-26-801(a), the County shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the County in condemnation proceedings by preparing exhibits and displays. At its request, the County shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The County agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.
- E. Utility Adjustments will be performed by WYDOT. Arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The County shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to

the protection provided by the *State's Utility Accommodation Regulations*, dated April 1990 and can be found at the following link:

[http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highway Development/Utilities/WYDOT%20Utility%20Accommodation%20Regulations March%202016.pdf](http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highway%20Development/Utilities/WYDOT%20Utility%20Accommodation%20Regulations%20March%202016.pdf)

Costs for reimbursable utility work not owned by the County are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

- F. The letting of this project will be performed by WYDOT. The County shall be given the opportunity to approve final design plans and estimates prior to the advertisement for bids by WYDOT. Likewise, the County shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the County agrees to the amended costs shown on Exhibit "B" to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts. Said concurrence letter, is incorporated into this Agreement by this reference, and Exhibit "B", shall become part of this Agreement.
- G. Construction engineering for this project shall be performed by and under the immediate direction, control and supervision of WYDOT or its consultant in accordance with the plans and specifications. The County shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
- H. Upon completion and acceptance of the project by WYDOT and the County, the County shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, and any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the County. The County shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the County. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.
- I. Upon completion and acceptance of this project, the County shall maintain, at its sole expense, the roadways in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition. The County also agrees not to permanently close or abandon the roadways without written consent of WYDOT.

7. **Project Abandonment.** Should the County abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the County, the County shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.
8. **Special Provisions.**
- A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. WYDOT shall notify the County of any state or federal determination of noncompliance.
 - B. **Conflict of Interest.** Per 2 CFR 200.112, the County must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
 - C. **Environmental Policy Acts.** The County agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
 - D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
 - E. **Kickbacks.** The County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the County breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The County shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the County is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- F. Limitations on Lobbying Activities.** By signing this Agreement, the County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The County and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the County must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by County or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

- I. Nondiscrimination.** The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the County to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

- K. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

- L. Suspension and Debarment.** By signing this Agreement, the County certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the County agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The County acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the County purchases ownership using funds awarded under this Agreement. The County must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the County which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The County shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by WYDOT for its release. If and when the County receives a request for information subject to this Agreement, the County shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Exhibit "A", Location Map, consisting of one (1) page; Exhibit "B", Summary of Project Costs, consisting of one (1) page; Exhibit "C", Reconnaissance Report, consisting of sixteen (16) pages; and the Letter of Concurrence represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the

event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- J. Ethics.** The County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the County's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. Upon termination of services, for any reason, the County agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The County recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the County or its subcontractors will violate any such restriction. The County shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** The County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall

not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. **Taxes.** The County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the County fails to perform in accordance with the terms of this Agreement.
- X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

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10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

**BOARD OF LARAMIE COUNTY
COMMISSIONERS:**

Signature

By: _____
Chair

Print Name

Print Name

Title

Date

(SEAL)

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY



ATTEST:

WYOMING DEPARTMENT OF TRANSPORTATION:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming


By: _____
Shelby G. Carlson, P.E., Chief Engineer

(SEAL)

Date

Approved as to form:

By:

 # 199141
Alysia Goldman
Assistant Attorney General
State of Wyoming
Jan. 21, 2020

Date agreement prepared: 1-16-2020

EXHIBIT "A"
City of Cheyenne
Laramie County

Whitney Road between
 US 30 and Dell Range
 Sequence #2

Dell Range and US 30
 Intersection Relocation
 Sequence #1

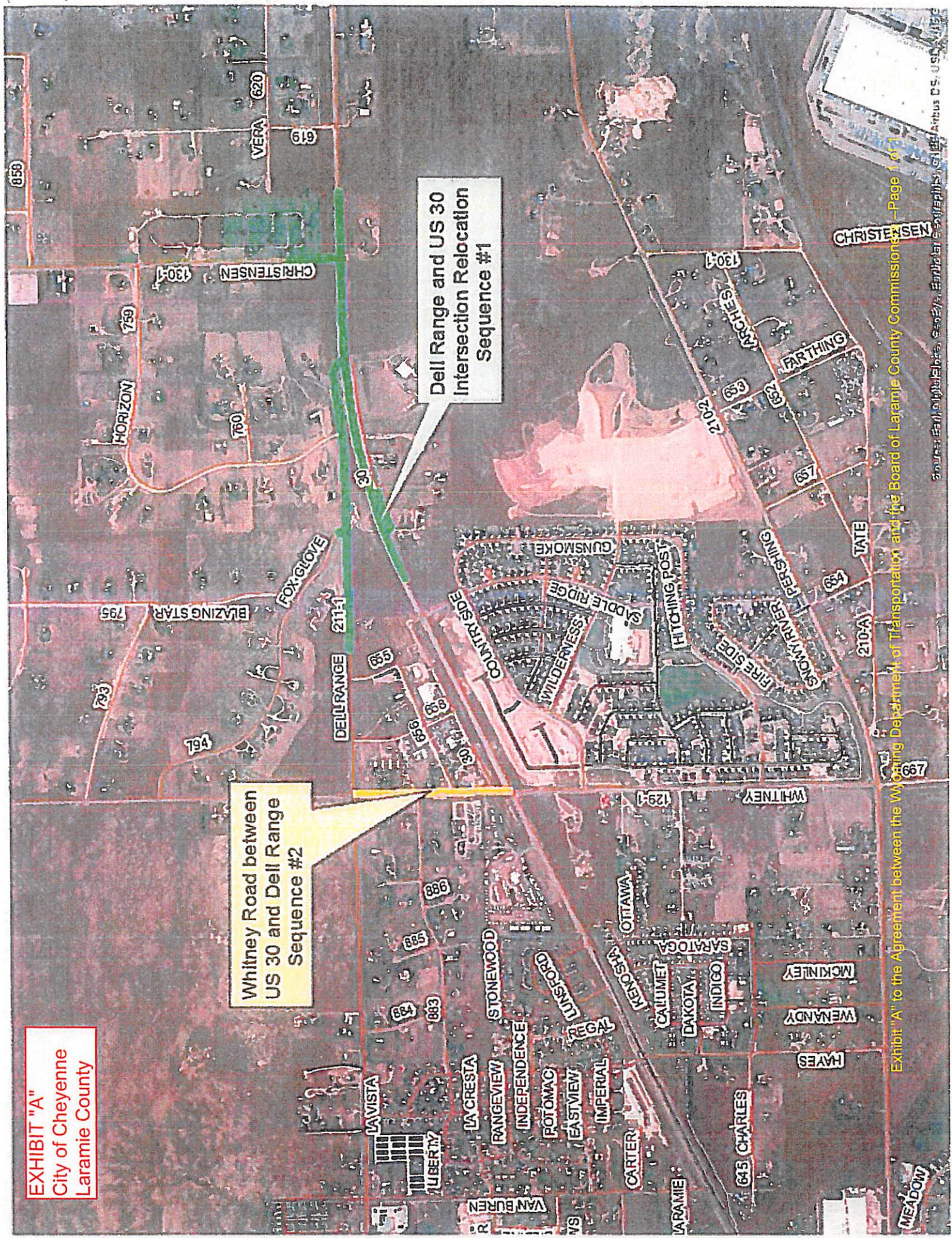


EXHIBIT “B”

Summary of Project Costs

Federal Project STPU-CH B221004
Cheyenne Streets
US 30 and Dell Range Blvd. and Whitney Road
Laramie County

February 25, 2020

Costs were prepared by WYDOT using 2022 costs.

<u>Item</u>		<u>Cost</u>	
Estimated Construction Costs	=	\$5,924,203.00	
10% Preliminary Engineering (2019 costs - \$5,477,259.00)	=	547,726.00	
10% Construction Engineering	=	<u>592,420.00</u>	
Total Direct Costs	=	\$7,064,349.00	[1]
Indirect Cost Allocation Plan (ICAP) (7,064,349.00) (0.1100)	=	<u>777,078.00</u>	[2]
Total Project Costs = [1] + [2]	=	<u>\$7,841,427.00</u>	[3]

Funding Breakdown:

WYDOT's Maximum Federal urban funds available through FY2022:		\$7,095,707.00	[4]
County's Match Portion: (7,095,707.00 ÷ 0.9049) (0.0951)	=	<u>745,720.00</u>	[5]
Total Project Costs = [4] + [5]	=	<u>\$7,841,427.00</u>	

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

EXHIBIT "C"

WYOMING DEPARTMENT OF TRANSPORTATION CHEYENNE WYOMING

RECONNAISSANCE REPORT

Project B221004

Cheyenne Streets

**US 30, Dell Range Blvd, Foxglove Dr, Whitney Rd, US 30 Frontage Rds
Laramie County**

LOCATION and DESCRIPTION: The project is located in the east part of the Cheyenne urban area in Laramie County. This report will discuss the project in three sections. The first includes Dell Range Blvd beginning near its current intersection with Foxglove Drive and following a new curve to the south to a new intersection with US 30, approximately 0.32 miles west of the current intersection. Proposed work will construct this new alignment and intersection, including widening part of US 30 for turn lanes, and will construct connections to the remaining part of Dell Range to the east and to Foxglove Dr. This portion of the project also involves extending an existing frontage road, south of US 30, to intersect with the soon-to-be-constructed Christensen Rd, and creating a new frontage road, north of US 30, to connect with the existing portion of Christenson Rd. This combination of improvements was designated as the "Dell Range/US 30/Christensen Intersection Complex" in the 2008 Dell Range/US 30 Corridor Study by the Cheyenne MPO.

The other portion of the project is located along Whitney Rd from its intersection with US 30 to its intersection with Dell Range Blvd. The proposed work will be discussed in two sections: one will widen the road to carry three-lanes as a curbed urban section and the other section will construct a roundabout intersection between Whitney Rd and Dell Range Blvd.

FIELD INSPECTION: November 29, 2018

INSPECTION PERSONNEL:

Tom Mason, Director, Cheyenne Metropolitan Organization (MPO)

Dave Bumann, P.E., Director of Public Works, Laramie County

Amy Allen, P.E., City Engineer, City of Cheyenne

Wes Bay, P.E., Deputy City Engineer, City of Cheyenne

Anissa Gerard, City of Cheyenne

Tom Cobb, P.E., Cheyenne MPO

Tom DeHoff, P.E., District Engineer, Laramie

Tim Morton, P.E., District Construction Engineer, Laramie

Randy Griesbach, P.E., District Traffic Engineer, Laramie

Wayne Shenefelt, P.E., Resident Engineer, Cheyenne

Don Bridges, Area Maintenance Supervisor

Andrea Allen, P.E., Project Development Engineer, Cheyenne

Reconnaissance Report
Project B221004

Page 1

Phil Pratt, P.E., FHWA, Cheyenne
Paul DePew, P.E., Design Squad Leader, Cheyenne
John Goyen, P.E., Photogrammetry & Surveys Engineer, Cheyenne
Christina Spindler, P.E., Assistant State Traffic Engineer, Cheyenne
Jeff Mellor, P.E., Assistant State Traffic Engineer, Cheyenne
Ryan Shields, P.E., Principal Engineer, Traffic, Cheyenne
Roy Weber, Assistant Right-of-Way Administrator
Scott Gamo, Ph.D., Environmental Services Manager, Cheyenne
Bob Rothwell, P.E., Assistant State Materials Engineer, Cheyenne
Ryan Steinbrenner, P.E., Materials Engineer, Cheyenne
Rudy Batista, Field Engineer, Cheyenne
Bryan VanKirk, Charter Communications
Kelly Lindholm, P.E., Black Hills Energy, Construction Planning
Jef McMann, Black Hills Energy, Construction Planning
Tony Laird, P.E., Consulting Engineer

ROUTES: Dell Range Blvd is ML6883B; US 30 is ML56B; Fox Glove Dr is ML7352B; Whitney Rd is ML6749B; and the existing south frontage road is ML1136B.

DISTRICT: District 1

PROJECT LIMITS AND LENGTH OF PROJECT: As shown on the 35% plans produced during the 2008 Corridor Study, project work on Dell Range Blvd begins about 0.27 miles east of the intersection of Dell Range Blvd and Whitney Rd. It intersects with US 30 about 0.32 miles west of the current intersection. The 35% plans show reconstruction work along Dell Range Blvd of about 0.25 miles and intersection related widening work along US 30 (RM 367.52 to 367.77) of about 0.25 miles. The north frontage road will incorporate about 0.30 miles of the portion of Dell Range Blvd east of the realignment and will also include an extension of about 0.25 miles of newly constructed roadway; similarly, the south frontage road is currently about 0.30 miles long and will be extended about 0.25 miles with newly constructed roadway.

The other portion of the project is located along Whitney Rd from its intersection with US 30 to its intersection with Dell Range Blvd, for a length of about 0.30 miles. The roundabout construction will extend about 0.08 miles along each of its legs north and south on Whitney Rd, and east and west on Dell Range Blvd.

FUNCTIONAL CLASSIFICATION: These portions of Dell Range Blvd and US 30 are classified as Principal Arterials. In accordance with recent action by the Cheyenne MPO Policy Committee, the existing south frontage road, with its planned extension, and the new north frontage road are both classified as Minor Collectors. This portion of Whitney Rd is classified as a Minor Arterial.

NHS SYSTEM: US 30 is an NHS route.

CHARACTER OF WORK: Reconstruction for the realigned portion of Dell Range Blvd and for the associated widened portion of US 30 to its ultimate five-lane section, based on the recommended project work below. Work on the existing portion of Dell Range being converted to the north frontage road and on the existing south service road will be Preservation. Adding an auxiliary lane and other upgrades to Whitney Road will be Rehabilitation. The roundabout intersection between Whitney Rd and Dell Range Blvd will be Reconstruction.

PROGRAMMED FUNDING: STPU – Federal Aid, \$1,810,000, and County Road Funds (CRF) – County, \$190,000, per the amendment to the Cheyenne MPO Transportation Improvement Program (TIP) dated 6/20/2018. This will not be sufficient funding for more than the project section associated with the Dell Range realignment and associate frontage roads. This report will present recommendations and cost estimates for the other two sections so that those may be programmed with additional funding.

CONSTRUCTION YEAR: 2020 per the Cheyenne MPO TIP and 2022 per WYDOT's STIP. The reconnaissance inspection discussion led to a decision to move the project to FY 2021 for construction in both programs.

PURPOSE AND NEED: A multi-disciplinary, multi-entity (Cheyenne MPO, City of Cheyenne, WYDOT, and Laramie County) study of the East Dell Range Blvd and US 30 Corridor concluded in 2008. The study resulted in a recommendation and preliminary design for the Dell Range/US 30 intersection complex modification. The study also developed a prioritized project listing for improvements needed in the corridor to support planned growth in the southeast portion of the Cheyenne urban area. That growth is occurring and traffic volume is increasing as expected. This project was ranked as the number one priority in the study. More details on the purpose and need are available through the Cheyenne MPO's website:

<http://www.plancheyenne.org/wp-content/uploads/2012/12/EDellRangeUS30ChristensenRROverpassPlan.pdf>

The planned work on the two sections involving upgrading a portion of Whitney Rd and constructing roundabout intersection between Whitney Rd and Dell Range Blvd was determined through an ongoing Whitney Rd Corridor Study by the Cheyenne MPO. The recommended options best meet the study goals of improving roadway and intersection safety and function. More details on this study are also available at www.plancheyenne.org.

EXISTING FACILITIES:

Traffic Data: Traffic data presented are from the Cheyenne MPO, the ongoing East Dell Range and US 30 Corridor Study, and the Whitney Rd Corridor Study.

Facility	Existing 2018 AADT	Design Year 2040 AADT (Estimated)	Truck %
Dell Range Int Section			
Dell Range Blvd	3700	8300	21%
US 30 west of Dell Rng	4700	8500	20%
US 30 east of Dell Rng	8000	16400	20%
Whitney Rd			
US 30 to Dell Range	2700	9400	25%
North of Dell Range	2200	7400	23%
Dell Range west leg	6700	11300	13%
Dell Range east leg	3600	8300	21%

Posted Speed Limit: This portion of Dell Range Blvd is posted 45 MPH, US 30 is posted 55 MPH, and Whitney Rd is posted 30 MPH.

Highway Geometrics - Roadway Widths: Dell Range Blvd has two 12' lanes, and very minimal shoulders. US 30 has three 12' lanes with no shoulders at this location. Two lanes are through lanes; the center lane serves as a left turn lane to the south side frontage road near the proposed new intersection. The south frontage road has two lanes about 12' in width.

Whitney Rd has two lanes about 11' in width.

Highway Geometrics - Horizontal Alignment: Dell Range Blvd is a tangent section in the project area. US 30 is in a simple curve with a radius of 5673', so exceeds a design speed of 65 MPH assuming adequate superelevation. The existing south frontage road is also a tangent section, as is Whitney Rd.

Highway Geometrics - Vertical Alignment: The 35% plans don't show any vertical curves along the existing Dell Range Blvd alignment so they were not evaluated. US 30 had crest vertical curves on either side of the proposed intersection. The west-most curve met a design speed of 57 MPH and the east-most curve exceeded a 65 MPH design speed. The south frontage road can be assumed to closely match the grades on the US 30 mainline, which are relatively flat in the project area. The maximum grades within the project limits, as shown in the 35% plans, are 2.5% on Dell Range Blvd and 4.7% on US 30.

Safety History: Only one property damage only (PDO) crash was reported in the realignment section on Dell Range Blvd from 2013 through 2017. Of the 14 crashes on this section of US 30, 9 were PDO's, 4 were serious, and 1 was critical.

The Whitney Rd Corridor Study presented the following crash data at intersections for the January, 2014, to September, 2017, period. The Whitney Rd/Dell Range Blvd intersection had 8 total crashes which included 1 with injuries and 1 with a fatality. The Whitney Rd/US 30 intersection had 11 total crashes which included 2 with injuries and no fatalities. It needs to be noted that 2 fatalities have occurred in crashes at that intersection in 2018.

Safety Management System - Safety Screening, Evaluations, and Recommendations: The Highway Safety Office provided a Highway Safety Segment Report for this roadway section on US 30. The report indicated a Safety Index Rating of 2. An evaluation of safety improvements/countermeasures, per the WYDOT Guide for NHS Arterial (Non-Interstate), 2014, is not required. Per the Guide, safety improvements/countermeasures can be constructed on this highway section, but are not supported by a highway safety screening. The report does show a CARE Intersection Hot Spot in the vicinity of the existing Dell Range Blvd & US 30 intersection. The modification and relocation of this intersection was selected in the 2008 corridor study partly to improve the intersection safety.

Clear Recovery Area/Clear Zone and Guardrail: There is no guardrail within the project area and the existing roadsides appear to be relatively forgiving.

Surfacing: Plant Mix Pavement.

Structures: None.

Lighting: None.

Right-of-Way: Existing right-of-way is 100' along Dell Range Blvd and 300' along US 30, though neither roadway is centered in the rights-of-way. They are shifted a bit to the south side in both cases.

Existing right-of-way is predominately 80' along Whitney Rd.

Utilities: A Utilities Database report for US 30 is attached. No utility information for the non-state highways is available but it is known that there is a major petroleum pipeline along each side of Whitney road.

Land Use: The adjacent land use is County Low Density Residential (typically 5 acre lots) on the north side of Dell Range east of Whitney. County residences also line both sides of Whitney and the south side of Dell Range but with somewhat lesser rural density. A RV campground and sales lot is located northwest of the US 30/Whitney intersection. City development is planned northwest and northeast of the Dell Range/Whitney intersection.

Environmental: Natural environmental resources are limited in the project area. Cultural surveys will be needed.

RECONNAISSANCE REPORT RECOMMENDED PROJECT TYPES: The project type for the Dell Range Blvd realignment section should be "New Construction on New Alignment" presented in the County Road Fund Manual (CRFM). The project type for the work along US 30 is based on the application criteria presented in the WYDOT, *Guide for NHS Arterial (Non-Interstate)*, 2014. Since this portion of US 30 will be widened or reconstructed later, probably to a five-lane section, the Rehabilitation project type is the most appropriate to modify it for the relocated intersection on this project. Work on the existing portions of the south and north (current Dell Range Blvd) frontage roads will be a Preservation project type, with no work expected on much of these roadways. The extensions of both service roads will be a Reconstruction project type.

The project type for the upgrading/widening of Whitney Rd and the construction of the new roundabout intersection at its intersection with Dell Range Blvd should be "Reconstruction on Existing Alignment" as presented in the CRFM.

Design criteria in the CRFM are not presented for arterial roadways, therefore the WYDOT, *Guide for Non-NHS State Highways*, 2014, will be used for Dell Range Blvd and Whitney Rd; it will also be used for work on the two frontage roads. The WYDOT, *Guide for NHS Arterial (Non-Interstate)*, 2014, will be used for work along US 30.

RECONNAISSANCE REPORT RECOMMENDATIONS: The WYDOT *Guides* were used to identify applicable criteria and design values, based on the project types as delineated above.

1. **Recommended Project Type/Character of Work:** The project types will be as noted above. The 2008 Corridor Study also recommended long term improvements of widening Dell Range Blvd to four through lanes (4th priority) and widening US 30 to four through lanes from Hayes to Christensen Road (5th priority). Based on recent analysis with the ongoing study update, it now appears that a three-lane section (two thru-lanes) is adequate for the portion of Dell Range east of Whitney Rd. The decision at the reconnaissance inspection was to construct Dell Range Blvd to this three-lane section for the realigned portion on the subject project. The affected portion of US 30 will be widened to add turn lanes on the subject project. An 800' long section of US 30,

centered on the new intersection, will be widened enough to accommodate the five lanes with 8' shoulders anticipated for the future US 30 project (based on a Reconstruction project type). This will minimize the disruption to traffic at this intersection on the future US 30 project.

2. **Project Limits:** The project is located near east Cheyenne in Laramie County. This report will discuss the project in three sections. The first includes Dell Range Blvd beginning near its current intersection with Foxglove Drive and following a new curve to the south, for a length of about 0.25 miles, to a new intersection with US 30, approximately 0.32 miles west of the current intersection. Proposed work will construct this new alignment and intersection, widen about 0.27 miles of US 30, and will construct connections to the remaining part of Dell Range to the east and to Foxglove Dr. This portion of the project also involves extending an existing frontage road, south of US 30, about 0.25 miles to intersect with the soon-to-be-constructed Christensen Rd – total length will be about 0.55 miles. It will also create a new frontage road, north of US 30, about 0.55 miles in length, to connect with the existing portion of Christensen Rd. This will consist of about 0.30 miles of the existing Dell Range Blvd and about 0.25 miles of new construction. This combination of improvements was designated as the Dell Range/US 30/Christensen Intersection Complex in the 2008 Corridor Study by the Cheyenne MPO.

The other portion of the project is located along Whitney Rd from its intersection with US 30 to its intersection with Dell Range Blvd, with a length of about 0.30 miles. The proposed work will be discussed in two sections: one will widen the road to carry three-lanes as a curbed urban section with the south-most 500' reconstructed to a four-lane section, and the other section will construct a roundabout intersection between Whitney Rd and Dell Range Blvd. The roundabout construction will extend about 0.08 miles along each of other legs north on Whitney Rd, and east and west on Dell Range Blvd.

3. **Posted Speed Limit:** 45 MPH on Dell Range Blvd
55 MPH on US 30
30 MPH on Frontage Rds (assumed – not posted)
30 MPH on Whitney Rd
4. **Design Speed:** 45 MPH on Dell Range Blvd
55 MPH on US 30
30 MPH on Frontage Rds
30 MPH on Whitney Rd
5. **Roadway Section Type:** Work along the Dell Range Blvd realignment, US 30, and the frontage roads will have a rural-ditch section consistent with the existing roadway design.

Note that this is a deviation from the preferred alternative in the 2008 Corridor Study, which showed this section of Dell Range Blvd with a curbed urban section. This change is based on more definite development plans showing no planned city development in this area. A sidewalk is still desired along one side outside of the ditch.

The Whitney Rd section and associated roundabout will have a curbed urban section, with sidewalks attached to both sides.

6. Roadway Widths:

a. Dell Range Realignment (Rural Section)

2 – 12' Travel Lanes
12' Auxiliary (Turning) Lane
8' Shoulders
6' Sidewalk on back slope on left side

b. US 30 Rehabilitation (Rural Section)

4 – 12' Travel Lanes (will be striped as turn lanes until the future project)

12' Auxiliary (Turning) Lane
8' Shoulders

c. Frontage Roads – existing portions (Rural Section)

No change to existing widths

d. Frontage Roads – new portions (Rural Section)

2 – 11' Travel Lanes
2' Shoulders

e. Whitney Rd Rehabilitation and Roundabout North Leg (Urban Section)

2 – 11' Travel Lanes
12' Auxiliary (Turning) Lane
7' Shoulders (to face of curb)
6' Sidewalks both sides – attached or detached depending on ROW

f. Dell Range Roundabout Both Legs

2 – 12' Travel Lanes
12' Auxiliary (Turning) Lane
8' Shoulders (to face of curb)

- 7. Horizontal Alignment:** The existing US 30 horizontal curve meets at least a 55 MPH design speed. The proposed horizontal curve on Dell Range Blvd is close to the intersection, which will initially have Stop control for Dell Range, though it may have signal control in the future. Therefore, the design values will be based on its proximity to the stop condition, rather than the design speed for the preceding higher speed roadway.

The 35% design from the 2008 corridor study proposed a 430' radius and an $e(\text{max})$ of 4%; this would meet a design speed of about 37 MPH. However, the Green Book indicates $e(\text{max}) = 4\%$ should be limited to urban conditions. If $e(\text{max}) = 6\%$, the 430' radius would meet a design speed of 38 MPH. The discussion at the inspection indicated that the designer probably should select a superelevation rate based on $e(\text{max}) = 4\%$ in consideration of the approach to Foxglove being located in the heart of the curve on the high side.

Other roadways on the project are on tangent, other than in intersections.

8. **Vertical Alignment:** The two existing US 30 vertical curves meet at least a 55 MPH design speed. The two proposed vertical curves on Dell Range Blvd meet at least a 45 MPH design speed.

The existing vertical alignment on the other project roadways is relatively mild and should meet the proposed design speeds.

9. **Intersections:** The new Dell Range Blvd/US 30 intersection should be designed in accordance with the AASHTO, A Policy on Geometric Design of Highways and Streets (Green Book). In particular, sight triangles, as discussed in 9.5.3, must be graphically checked. Assuming the intersection will initially operate with stop control, Case B will prevail.

If a traffic signal will be installed on the project, Case D should be considered. The sight distance requirements are minimal with two major exceptions: "If the traffic signal is to be placed on two-way flashing operation (i.e. flashing yellow on the major-road approaches and flashing red on the minor-road approaches) under off-peak or nighttime conditions, then the appropriate departure sight triangles for Case B, both to the left and to the right, should be provided for the minor-road approaches. In addition, if right turns on a red signal are to be permitted from any approach, then the appropriate departure sight triangle to the left for Case B2 should be provided to accommodate right turns from that approach."

Note that the layout shown in the 35% plans from the 2008 Corridor Study for the intersection leg connecting to the south service road seems to cut off the existing approach serving several houses directly to the south. The designer should take care to provide this access.

The work on the south end of the Whitney Rd section will likely include reconstructing about the last 500' with reverse curves to eliminate the existing skew at the intersection with US 30; the section will be about four lanes wide with the need for dedicated right

and left turn lanes approaching US 30. The roundabout intersection will need to accommodate two thru lanes on all four legs.

10. Roadside Safety Hardware/Barriers: No guardrail is needed on the project.

11. Preliminary Surfacing Recommendations:

The discussion at the inspection was that the Dell Range Blvd/US 30 intersection should ultimately have concrete pavement (PCCP) for some distance on each leg due to the observed tendency for "shoving" of plant mix pavement due to stopping and turning actions and heavy traffic volumes. This is similar to College Dr along the east side of Cheyenne, where four of the major intersections were reconstructed with PCCP in response to this problem. For purposes of this report, it is assumed that Dell Range Blvd will have PCCP for 300' back from the center of the intersection, US 30 will have PCCP for 100' back from the center of the intersection on both legs, and the south frontage road leg will have PCCP around the radii of the intersection. The PCCP will be dowel jointed.

a. Dell Range Realignment

Chip Seal (this or future project) over 8" Hot Plant Mix (PG 64-28) over
8" Crushed Base

10" PCCP over 6" Crushed Base (near intersection)

b. US 30 Concrete Pavement (200' centered at intersection)

10" PCCP over 6" Crushed Base (near intersection)

c. US 30 Plant Mix Widening

6" Hot Plant Mix (PG 64-28) over 8" Crushed Base (widening flush with
existing pavement)

Chip Seal (this or future project) over 2" Hot Plant Mix (PG 64-28)
overlay over existing and widened pavement

d. Frontage Roads – existing portions

Minimal surfacing is anticipated on the existing Frontage Rds

10" PCCP over 6" Crushed Base (near intersection)

e. Frontage Roads – new portions

4" Hot Plant Mix (PG 70-28) over 8" Crushed Base

f. Whitney Rd Rehabilitation

6" Hot Plant Mix (PG 64-28) over 8" Crushed Base (widening flush with
existing pavement)

Chip Seal (this or future project) over 2" Hot Plant Mix (PG 64-28)
overlay over existing and widened pavement

g. Whitney Rd Reconstruction (near US 30 Intersection)

Chip Seal (this or future project) over 8" Hot Plant Mix (PG 64-28) over
8" Crushed Base

h. Roundabout

10" PCCP over 6" Crushed Base

12. **Side Slopes and Grading:** 1V:4H including surfacing taper for reconstruction sections per Table 3a in the Design Guide. The designer will evaluate if it is more economical to use a flatter surfacing taper/fore slope, which requires a smaller clear zone.
13. **Major Structures:** There are no major structures or major drainages issues within the project area.
14. **Drainage:** The Dell Range Blvd realignment and frontage road extensions will require some culverts to convey cross drainages. The Whitney Rd rehabilitation and the roundabout will require a storm sewer system since they will be urban sections.
15. **Right-of-Way:** Additional rights-of-way and/or construction permits will be needed for the portion of the work along Dell Range Blvd. None will be needed along US 30. Additional rights-of-way will be needed for the portion of the frontage road extensions which curve outside of the existing US 30 right-of-way. Construction permits only are anticipated for the upgrade/widening of Whitney Rd. Some additional rights-of-way and/or construction permits will be needed for the roundabout.
16. **Access Controls:** The use of the frontage roads on this project contribute to limiting direct access to US 30 to only the major intersections. Access must conform to the WYDOT Access Manual.
17. **Land Use:** The proposed project will support existing and future land use along this corridor.
18. **Fencing:** No new fencing is planned but existing fences will be adjusted if impacted by construction.
19. **Environmental:** Natural environmental resources are limited in the project area. Ground disturbances will require cultural survey. The document type will be a Categorical Exclusion.
20. **Utilities:** Utility locations will be mapped in the reconstruction and widening areas; utilities will be adjusted when in conflict with proposed work. Some utilities along Whitney were surveyed on a recent Cheyenne Board of Public Utilities (BOPU) project.
21. **Traffic Signing, Signals, and Roadway Lighting:** Permanent traffic signing, including new panels and supports will be installed, as needed. The need for a traffic signal at the new intersection will be evaluated (assumed in the report estimate). Roadway lighting will be installed at the intersection. The existing luminaires at the current intersection may be reset at the new location.

Lighting will be installed at the roundabout intersection. Any lighting at the intersection of Whitney and US 30 will be installed on the future US 30 project.

22. Construction and Traffic Control:

Significant Project: No

Maintenance of Traffic/Traffic Control Plan: Not for the Dell Range realignment, but the roundabout construction will require detailed phasing plans to accommodate traffic during construction

Standard Plans: Yes

Road Closures: Dell Range Blvd will need to be closed to through traffic during the realignment construction due to lowering the grade about 15' for the new alignment. Land use access will be maintained from both directions. Work on the two Whitney Rd phases should be constructed under traffic

Detours: For the Dell Range realignment, eastbound through traffic will be detoured south on Whitney Rd to US30; westbound through traffic will stay on US 30, before turning north on Whitney Rd. This will require a temporary signal at the intersection of Whitney and US 30.

23. Material Sources:

Surfacing - Contractor furnished

Waste – The earthwork on the section with the Dell Range Blvd realignment will generate excess waste. If possible, a waste area should be determined during design. A plan is underway to develop the lot immediately to the west of the realignment; it will likely need fill dirt so might be a waste area for the project.

24. Funding: STPU (Federal Aid), matched by CRF (County Road Fund). FHWA will coordinate with WYDOT as to whether the use of STP funding is allowed for the proposed work on the frontage roads.

25. Cooperative Agreements: Cooperative agreements will be made between WYDOT and Laramie County for design and construction. A separate agreement to start survey work, or an amendment to the reconnaissance agreement, will be considered to meet the aggressive project schedule.

RECONNAISSANCE REPORT RECOMMENDED SCHEDULE: An urban system project for the Dell Range realignment and associated frontage road work is currently shown in FY 2022 in the WYDOT STIP. The specific strategy for scheduling the funding and construction of the proposed work is still fluid and will be determined along with other programmed improvements for US 30, Dell Range Blvd west of Whitney Rd, and Whitney Rd north of Dell Range Blvd.

**CONSTRUCTION COST ESTIMATE BASED ON RECONNAISSANCE REPORT
RECOMMENDATIONS:**

	New Intersection	Whitney Rehab	Roundabout
Roadway	\$ 2,488,708	\$ 875,863	\$ 1,398,263
15% Contingency	\$ 373,306	\$ 131,379	\$ 209,739
Current (2019)	\$ 2,862,015	\$ 1,007,242	\$ 1,608,002
Future (2021)	\$ 3,095,555	\$ 1,089,433	\$ 1,739,215
CE (10% @ 2021)	\$309,556	\$108,943	\$173,922
SUBTOTAL FOR STIP	\$3,405,111	\$1,198,377	\$1,913,137
PE (10% @ 2019)	\$286,201	\$100,724	\$160,800
GRAND TOTAL	\$3,691,312	\$1,299,101	\$2,073,937

SURVEY AND WORK PLAN REQUIREMENTS AND SCHEDULE:

1. **Photogrammetry and Survey Section:** The P&S Section will set control points, collect aerial photography, and provide surveys and mapping.
2. **Property Surveys:** The Right-of-Way Program will complete a Level II property survey. An official map created for the City by Steil Surveying in 2010 may be useful for reference.
3. **Utility surveys:** The P&S Section will identify utility locations on mapping. The need for potholing will be determined later.
4. **Environmental Services:** The Environmental Services Section will develop the cultural surveys.
Document Type: Categorical Exclusion
5. **Public Involvement:** Level C; the District will coordinate public involvement with the MPO's corridor planning process.
6. **Geology Program Surveys:** Geology Program will complete a soils profile for the realignment portion and a surfacing investigation for the other portions.
7. **Materials Program Pavement Surfacing:** The Materials Program will provide preliminary and final surfacing.
8. **Hydraulics Report:** Hydraulic analyses and a Hydraulic Report, if needed, will be provided by the Hydraulics Section. A storm drain report will be prepared for the Whitney Rd work.

9. **Bridge Program Structures:** No structure work is anticipated.
10. **Roadway lighting, striping, permanent signing, traffic control:** Traffic Program will prepare final striping, signing, temporary traffic control, and lighting plans. A consultant will be needed to provide plans for any electrical work off the state system, such as lighting at the roundabout.
11. **Right-of-Way Program Additional ROW and Permits:** Right-of-Way Program will acquire any needed additional right-of-way and construction permits.
12. **Project Development Contract Documents:** A design consultant will prepare road design plans, cross sections, plans for minor drainage structures, typical sections, and quantity summaries.
13. **Utilities:** The Utilities Section will be responsible for utility adjustments and for acquiring electric service as needed.

RECONSTRUCTION & REHABILITATION DESIGN VALUES:

Projected Traffic, AADT:	11,300 vpd in 2040; Dell Range (west of Whitney) 8,300 in 2040; Dell Range (east of Whitney) 8,500 in 2040; US 30 (west of Dell Range) 16,400 in 2040; US 30 (east of Dell Range) 7,400 in 2040; Whitney Rd (north of Dell Range) 9,400 in 2040; Whitney Rd (south of Dell Range) <750 in 2040, Frontage Rds
Type of Area:	Rural/Urban transition area
Section Type:	Rural for Dell Range Blvd and US 30 Intersection and Frontage Rds; Urban for work around Whitney Road
Type of Terrain:	Rolling
Level of Service:	LOS D
Number of Lanes:	2 thru lanes for Dell Range Blvd, Whitney Rd, and Frontage Rds; 2 thru lanes for US 30
Selected Posted Speed:	45 MPH Dell Range; 55 MPH US 30; 30 MPH Whitney and Frontage Rds
Selected Design Speed:	45 MPH Dell Range; 55 MPH US 30; 30 MPH Whitney and Frontage Rds
Travel Lane Widths:	12' on Dell Range Blvd and US 30; 11' on Whitney Rd and Frontage Rds
Shoulder Widths:	8' on Dell Range Blvd; 8' on US 30 ^{7'} (to face of curb) on Whitney Rd, 2' on Frontage Rds

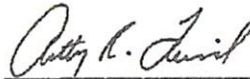
Sidewalks:	6' detached on back slope on left side on Dell Range; 6' attached or detached on both sides on Whitney Rd and roundabout		
Maximum Grades:	6% Dell Range; Existing on US 30 and Whitney Rd		
Clear Zone Width:	1V:6H	1V:5H	1V:4H
	Dell Range	20'	24'
	US 30	22'	26'
	Frontage Rds	7'	7'
	Whitney Rd	NA	10'
Surface Type:	Plant mix pavement except for concrete pavement in the intersection of Dell Range Blvd and US 30 and for the roundabout		

REFERENCE DOCUMENTS:

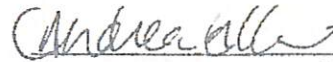
County Road Fund Manual
AASHTO, A Policy on Geometric Design of Highways and Streets (Green Book)
WYDOT, Guide for NHS Arterial (Non-Interstate), 2014
WYDOT, Guide for Non-NHS State Highways, 2014
WYDOT, Road Design Manual

SIGNATURES:

Prepared By:
Anthony Laird, P.E.
Consulting Engineer


6/3/2019
Date

Reviewed By:
Andrea Allen, P.E.
Project Development Engineer


6/4/19
Date

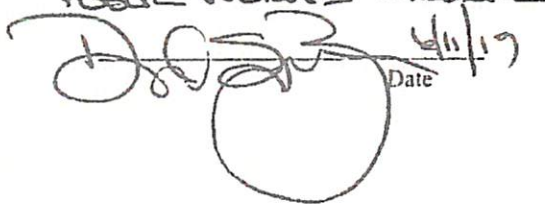
Approved By:
Jeffrey Brown, P.E.
Highway Development Engineer


6/3/19
Date

Approved By:
Thomas DeHoff, P.E.
District Engineer


6.17.2019
Date

Approved By
Laramie County

DAVID S. BUMANN, P.E.
PUBLIC WORKS DIRECTOR

6/11/19
Date

Concurred By:
Keith Fulton, P.E.
Assistant Chief Engineer for Planning and
Engineering


7-6-19
Date