

COOPERATIVE AGREEMENT BETWEEN  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF GILLETTE

Project No. PL03219  
Gillette Streets  
North Gurley Avenue Bridge  
Campbell County

1. **Parties.** The parties to this Agreement are the **Wyoming Department of Transportation** (WYDOT) whose address is: 5300 Bishop Boulevard, Cheyenne, WY 82009-3340 and the **City of Gillette**, (City) whose address is: 201 East 5<sup>th</sup> Street, Gillette, WY 82716.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which The City and WYDOT participate in a federally funded, City administered, planning study to address the function of the North Gurley bridge. The City has heretofore designated the location of the study area as described in Exhibit A, Scope of Work, which is attached to and incorporated into this Agreement by this reference.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement shall remain in full force and effect until terminated. All services shall be completed during this term.
4. **Payment.**
  - A. WYDOT agrees to pay the City for the services described in Section 5 below. Total payment under this Agreement shall not exceed fifty thousand dollars and no cents (\$50,000.00) in accordance with Exhibit B, Federal Award Information, which is attached to and incorporated into this Agreement by this reference. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyoming Statute (W.S.) §16-6-602. The City shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
  - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the City fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the City performs its duties and responsibilities to the satisfaction of WYDOT.

- C. Except as otherwise provided in this Agreement, the City shall pay all costs and expenses, including travel, incurred by the City or on its behalf in connection with the City's performance and compliance with all of the City's obligations under this Agreement.

5. **Responsibilities of the City.** The City shall:

- A. Provide a nine and fifty-one hundredths percent (**9.51%**) match of project funds up to five thousand two hundred fifty-five dollars (**\$5,255.00**).
- B. Enter into a contract with the approved consultant (Consultant).
- C. Work with the Consultant to prepare the North Gurley Bridge Study per the specifications found in Exhibit A.
- D. Incur any costs beyond the maximum amount of funding allocated to the project.
- E. Submit project billing to WYDOT Planning for approval and payment.

6. **Responsibilities of WYDOT.** WYDOT shall:

- A. Provide a maximum of fifty thousand dollars (**\$50,000.00**) in Federal-aid funds for the completion of this study.
- B. Provide ninety and forty-nine hundredths percent (**90.49%**) of project costs up to the maximum of fifty thousand dollars (\$50,000.00).
- C. Perform designated functions outlined in Exhibit A.

7. **Federal Special Provisions.**

- A. **Administration of Federal Funds.** The City 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.
- B. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.
- C. **Conflict of interest.** Per 2 CFR 200.112, the City must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.



- D. Copyright License and Patent Rights.** The City 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 City purchases ownership using funds awarded under this Agreement. The City must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- E. Environmental Policy Acts.** The City 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.
- F. Federal Audit Requirements.** The City agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The City agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the City shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- G. 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.
- H. Kickbacks.** The City 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 City 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.

- I. Limitations on Lobbying Activities.** By signing this Agreement, the City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City 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.
- J. Mandatory Disclosures.** Per 2CFR 200.113, the City 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.
- K. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the City 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 Agreement related work.
- L. 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.
- M. Non-Supplanting Certification.** The City hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The City should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- N. Nondiscrimination.** The City 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.
- O. Program Income.** The City shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.
- P. 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 City and related to the services and work to be performed under this Agreement, shall identify WYDOT and the [*Federal Agency Name, if applicable*]



as the sponsoring agency and shall not be released without prior written approval of WYDOT.

**Q. Suspension and Debarment.** By signing this Agreement, the City 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 City 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.

**8. State General Provisions.** Pursuant to the State's written notice to proceed, the City agrees to undertake and prosecute the work hereunder in accordance with the schedule of conditions set forth herein.

The below General Provisions shall also apply to all Consultants engaged by the City.

- 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 City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Auditing and Access to Records.**
  - (i)** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. All records relevant to this Agreement are subject to audit,

including the assessment of the City's overall accounting and internal control system.

- (ii) Accounting records must provide adequate documentation for requests for payment submitted and must be available for three (3) years after the close of this Agreement. The Consultant's accounting system must be dependable with adequate internal controls in use. All employer filings required by federal and state agencies must be proper and current. The following is provided as a general explanation of what is expected from accounting records detail. As a minimum, but not to be considered all inclusive, the accounting records shall include the following detail:
  - (a) Time logs/sheets supported by detailed information: the specific work procedures being billed, amount of time to perform, the day it was performed, by whom it was performed and identification of this Agreement.
  - (b) Claimed expenses supported by source documentation, itemized receipts, identified to person incurring the expense, and logged documentation clearly and directly traceable to the Agreement (identified on a source document). Example: phone calls claimed shall be identified directly on a phone bill, calls claimed and agreement charged.
  - (c) Invoices separated by phase and/or project captions, with direct charges from Consultant distinguished from charges incurred through subconsultants, charges for labor separate from expenses, etc.
  - (d) Subconsultants shall meet the accounting documentation requirements as stated herein.
  - (e) Travel costs should be documented as follows: date and place, purpose of trip, name(s) of person(s) on trip, and airline cost justification (per FAR 31.205-46(a)(7)).
  - (f) Transactions included in the financial records require proper documentation and approvals, and shall be compliant with rates and charges established in this Agreement.
  - (g) Accounting records shall be made available at the request of the State and do not need to be submitted with each monthly billing.



- 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 the 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 City 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.
- This provision shall not be construed to permit the State to terminate this Agreement to acquire similar services from another party.
- F. Award of Related Contracts.** WYDOT may undertake or award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations 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 City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City 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 eleven (11) pages; Exhibit A, Scope of Work, consisting of four (4) pages; and Exhibit B, Federal Award Information, consisting of one (1) page, 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, exhibit, or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (W.S. § 9-13-101, *et seq.*), and any and all ethical standards

governing the City'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 City 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 City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City 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 City 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 City 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 City or the City's agents or employees as a result of this Agreement.
- O. Insurance Requirements.** The City 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.
- P. 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.



**Q. 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 City in the performance of this Agreement. Upon termination of services, for any reason, the City 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.

**R. Patent or Copyright Protection, and Rights in Data.** The City 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 City or its Consultants shall violate any such restriction. The City shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature – and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the state or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this Section 8(R) are superseded and/or supplemented by 48 CFR 52.227-14.

**S. 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).

**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 either party may renegotiate the terms affected by the severance.

**U. Sovereign Immunity and Limitations.** Pursuant to W.S. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into

this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to W.S. § 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 City 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 either party, upon 30 days written notice, which notice shall be delivered by hand or certified mail. If the City terminates this Agreement prior to project completion then the City will reimburse WYDOT for all federal-aid funds expended. This Agreement may be terminated by WYDOT immediately for cause if the City 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 City 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.



9. **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.

**WYOMING DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Shelby G. Carlson, P.E., Chief Engineer

\_\_\_\_\_  
Date

**CITY OF GILLETTE**


\_\_\_\_\_  
Louise Carter-King, Mayor

\_\_\_\_\_  
Date

ATTESTED BY:

\_\_\_\_\_  
Cindy Staskiewicz, City Clerk

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Alysia Goldman, Assistant Attorney General

12/5/19  
\_\_\_\_\_  
Date

## **Scope of Work**

### North Gurley Avenue Study City of Gillette, WY

#### **1. Purpose and Need**

The existing Gurley Avenue Railroad Overpass is an aging facility that provides a grade separated railroad crossing that connects the northern portion of the City of Gillette (City) to the central area of the City. The purpose of this study is to improve infrastructure deficiencies, review potential options for a new railroad overpass to improve mobility and maintain connectivity to the northern portion of the City.

#### **2. Project Oversight**

The study will be developed under the supervision of a steering committee. The steering committee will include representatives from the City and the Wyoming Department of Transportation (WYDOT). The steering committee will select a consultant using procedures outlined in the WYDOT Local Government Agency Consultant Services Policy (June 2019).

A minimum of three meetings with the steering committee will be required. The first meeting will be considered a kickoff meeting, the second meeting will occur after all data has been collected to update the committee prior to analysis of the data. The third meeting will be to present the draft final report prior to completion.

In addition to the steering committee meetings, the consultant will provide weekly face to face, teleconference or video conference meetings with the City to update progress on the study.

#### **3. Study Area**

The study area is located in Campbell County within the City of Gillette on North Gurley Avenue between East Lincoln Street and East 4<sup>th</sup> Street along the Burlington Northern – Santa Fe (BNSF) rail corridor.

#### **4. Definition of Work**

The Consultant will analyze the existing roadway network and surrounding commercial and residential developments within the study area and make recommendations on where the best location and enhancements would best serve the community.

The analysis should include, but not be limited to, the following aspects:

- A. Review Existing Reports and Studies: Documents to be reviewed include: 2008 Railroad Crossing Alternative Evaluation, Railroad Pedestrian Crossing Study and the City of Gillette Transportation Master Plan.



- B. Analysis of Traffic Impacts: Evaluate how the community is utilizing the existing roadway network in comparison to the previous reports and studies. The Consultant shall evaluate the capacity of the existing overpass and needs of any pedestrian or vehicular enhancements. The Consultant shall identify challenges or future projects (within the existing roadway network) that will need to be addressed with any proposed project location. The Consultant shall utilize the transportation model for each proposed alternative for potential benefits to stakeholders or the overall community.
- C. Environmental Considerations: The Consultant shall identify any environmental constraints and permitting requirements that may impact the project. This shall include but is not limited to, the National Environmental Policy Act (NEPA) process. The Consultant shall recommend ideas on how to address any environmental challenges that may be part of the overall project.
- D. Right of Way (ROW) Considerations: The Consultant shall identify any requirements of BNSF and WYDOT that will need to be addressed with each proposed project location. The Consultant shall have an appraiser on the team to provide an evaluation of property values in the areas that may be impacted due to construction of a new overpass.
- E. Social Impacts Considerations: The Consultant shall identify project stakeholders and propose a public involvement plan for the project. The Consultant shall also identify any other challenges/concerns that may impact the construction of a new overpass with each alternative.
- F. Alternatives Analysis: A list of viable alternatives should be developed and proposed to the Steering Committee. Each alternative should be evaluated for functionality, safety, constructability, impacts to surrounding land owners and cost. A no build option shall be evaluated in the alternatives.
- G. Public Meetings: The Consultant will hold two public meetings in Gillette. The initial meeting will be information gathering from the public, and to inform the public of the scope of the study. The second meeting will be to discuss the findings and conclusions of the study and to solicit public comments prior to a final written report. These comments will be integrated with the improvement recommendations in the final report. The Consultant is responsible for all handouts, visual aids, scheduling, and conducting of the public meetings. The Consultant will review the study findings and conclusions with the Steering Committee prior to the second public meeting.
- H. Schedule: The Consultant shall provide a preliminary schedule for the full design and construction for the recommended alternative.
- I. Funding Possibilities: The Consultant shall identify any possible funding opportunities that are available.

Recommendations, based on the above analyses, should include, but not be limited to, the following:

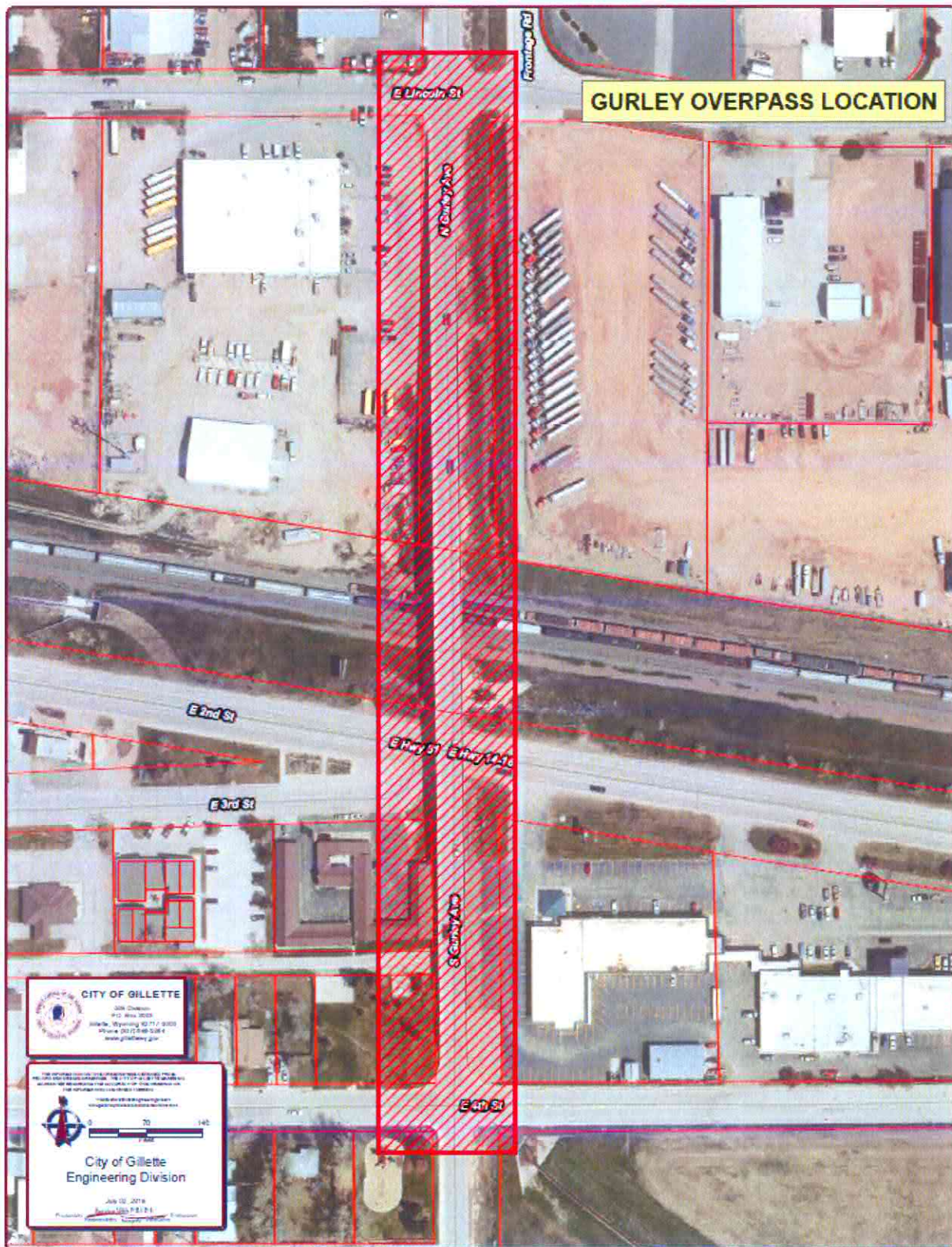
- A. Proposed Overpass Location(s): Identify possible overpass locations within the study area based on roadway geometrics, safety, pedestrian enhancements, social impacts, environmental impacts and cost estimates.
- B. Bridge Type: Based on future maintenance and the ability to reconstruct, identify which type of bridge overpass would be most beneficial.
- C. Additional Infrastructure: Based on the crossing locations identified, recommend additional infrastructure, including, but not limited to realignment of roadway, repair/reconstruction of streets, widening of roadways, roundabouts, and drainage improvements that will be needed within the study area.
- D. Cost Estimates: Recommendations should be prioritized and have approximate cost estimates and potential funding sources prepared. The Consultant shall provide a preliminary cost estimate for each alternative which should include, but not be limited to, design, construction, construction administration and right of way and easement impact costs.
- E. Conceptual Drawings: Renderings should show the preferred locations and types of crossings, along with any additional infrastructure improvements.

The Consultant will utilize data provided by the City and WYDOT to complete the study. It is the responsibility of the Consultant to determine what data is available from the City and WYDOT and gather any needed information. The City shall supply any information it has based on previous reports, transportation modeling, and any record drawings of the existing overpass. WYDOT shall supply any traffic counts that may be needed.

## **5. Final Study Report**

The final report, submitted by the Consultant in both hard copy (2 copies) and electronic formats, shall be completed on or before **November 1, 2020**. The report will outline the process that was followed to arrive at the preferred alternatives. Alternatives should be explained in detail, including the reasoning and justification behind the selections. The report shall include detailed cost estimates for each alternative, as well as conceptual drawings associated with each one. Public comments should be included as an appendix to the report, and all handouts and visual aids used throughout the study shall be submitted with the final report.





**Federal Award Information - Required by 2 CFR § 200.331**

**Subrecipient Name:** City of Gillette

**Subrecipient DUNS:** 060285442

**CFDA No.:** 20.205

**CFDA Title:** Highway Planning and Construction

**Federal Award Identification Number (FAIN):**  
TBD

**Federal Award Date:** TBD

**Federal Award this Agreement:** \$50,000.00

**Total Federal Award to Subrecipient:** \$50,000.00

**Total Federal Award for FAIN:** TBD

**Awarding Federal Agency:** Federal Highway  
Administration

**Pass-through Agency:** Wyoming Department of  
Transportation (WYDOT)

**Federal Highway Administration:** Walter Satterfield  
**Telephone:** (307) 771-2941  
**Email:** [walter.satterfield@dot.gov](mailto:walter.satterfield@dot.gov)

**WYDOT Program Mgr.:** Julianne Monahan  
**Telephone:** 307-777-4178  
**Email:** [julianne.monahan@wyo.gov](mailto:julianne.monahan@wyo.gov)

**WYDOT Contact for Confirmation of Funds:**  
Financial Services  
**Telephone:** (307) 777-4469  
**Email:** [dotrevenue@wyo.gov](mailto:dotrevenue@wyo.gov)

**Indirect Cost Rate (ICAP):** N/A

**Project Name:** North Gurley Avenue Bridge  
Study

**Recipient County:** Campbell

**Agreement No.:** 69649

**Project No.:** PL03219

**Total Project Budget:** \$55,255.00