

LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: February 05, 2013

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Public Works

APPLICANT: Don Beard

AGENT: Don Beard

4. DESCRIPTION: Consideration of Cooperative Agreement between the Wyoming Department of Transportation and Laramie County for reconstruction of West Allison Road between US 85 and Walterscheid BLVD. Federal project STPU-CH 0.00 4056001.

Amount \$ _____ from _____ to _____

5. DOCUMENTATION: 2 Original

Commissioners

Clerks Use Only:

Signatures

Ash _____
Hasenauer _____
Holmes _____
Humphrey _____
Thompson _____

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____

Action _____

Postponed/Tabled _____

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

Federal Project STPU-CH 0.00 4056001
West Allison Road
Laramie County

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Laramie County Board of Commissioners, hereinafter referred to as the "County" whose address is 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82001.
2. **Purpose.** 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 location and the County has approved the location for the reconstruction of West Allison Road between U.S. 85 and Walterscheid Boulevard in Laramie County. Reconstruction of this segment will include a new pavement structure, standard width travel lanes and shoulders, storm sewer system and outfall improvements, and sidewalk on both sides of the roadway. Grading, draining, placing crushed base and bituminous pavement surfacing, sidewalk, curb and gutter, electrical systems and miscellaneous work, as shown on the attached Exhibit "A" location map, and which by this reference is hereby made a part of this Agreement; and WYDOT, the County, and the traveling public shall derive a benefit and advantage by reason of having the roadway reconstructed. All work covered by this Agreement shall meet American Disability Act (ADA) standards.
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail.
4. **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 a reconnaissance report for this project dated November 23, 2012 which is included as a part of this Agreement shown as Attachment "A". This Agreement supplements, amends and wherein conflicts therewith, supersedes the reconnaissance report.

- b. Survey work will be performed by WYDOT or their 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 their Consultant who will complete engineering investigations, environmental studies and develop design plans in accordance with the *AASHTO Roadside Design Guide*, which will be included in the final design plans.
- d. Right-of-Way Acquisition will be performed by WYDOT or their Consultant. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on the attached Exhibit "A". In accordance with W.S. 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*. 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 shall become part of this Agreement.

- g. Construction engineering for this project will be performed by and under the immediate direction, control and supervision of WYDOT or their Consultant in accordance with the plans and specifications. The County shall designate a qualified project representative, at no cost to WYDOT, capable of and authorized to make timely decisions concerning the construction of the project.
- h. Upon completion and acceptance of the project by WYDOT and the County, the County shall return, within 30 days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or 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 reconstructed roadway in compliance with all applicable Federal and State standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its original constructed condition. The County also agrees not to permanently close or abandon the roadway without written consent of WYDOT.

5. Participation of Project Costs

- a. The County agrees to match the project costs at the rate of 9.51 percent of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown on Exhibit "B" and which by this reference is hereby made part of this Agreement. 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 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 20 percent of the total estimated costs, both parties must agree 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). The ICAP rate is developed by WYDOT and approved by the FHWA on an annual basis with the new rate taking effect every October 1. The current rate is 8.23 percent. The ICAP rate will be charged on total direct costs on this project, as shown on the attached Exhibit "B".
- e. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. 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>.

- 6. **Reimbursement:** The County hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within 30 days after billing. Billing will occur on a monthly basis unless otherwise agreed upon between the parties.
- 7. **Project Abandonment:** Should the County abandon the project at any time, or if the project is not let to construction within two 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. General Provisions

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Americans with Disabilities Act.** The County shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.
- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth 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
- e. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars due to its failure to comply with state or federal requirements. WYDOT will notify the County of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** The County may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The County shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The County shall keep audit reports and audit documents on file for three years after the project is complete. The audit is the sole responsibility of the County.
- g. **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. If funds are not allocated and available for the continuance of the services performed by the County, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will 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 will 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 WYDOT to terminate this Agreement in order to acquire similar services from another party.
- h. **Compliance with Law.** The County shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. **Entirety of Agreement.** This Agreement, consisting of eight pages, Attachment "A", consisting of 16 pages, Exhibit "A" and Exhibit "B" consisting of one page each, represents the entire and integrated Agreement between the parties and

supersedes all prior negotiations, representations and agreements, whether written or oral.

- j. **Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 C.F.R. 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.

- k. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend nor indemnify the other.

l. Kickbacks

- i. The County shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 C.F.R., 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 work, to give up any part of the compensation to which he is otherwise entitled.
- ii. 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.
- iii. No staff member of the County shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
- iv. If the County breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- m. **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. The County shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT

responsibilities as required by 23 Code of Federal Regulation (C.F.R.) 200 and 49 Code of Federal Regulation 21.

- n. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or by certified mail.
- o. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- p. **Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices 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 provide a copy of what was shared with WYDOT.
- q. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- r. **Sovereign Immunity.** The State of Wyoming, WYDOT and the County do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. 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 sovereign immunity shall be construed in favor of sovereign immunity.
- s. **Suspension and Debarment.** By signing this Agreement, the County certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial 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) and C.F.R. 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, the County agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.
- t. **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.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

9. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date 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 day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

ATTEST:

**LARAMIE COUNTY BOARD
OF COMMISSIONERS:**

Name

By: _____
Chair

Title

Print Name

(SEAL)

Date

ATTEST:

WYOMING DEPARTMENT OF TRANSPORTATION:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____
Del McOmie, P.E., Chief Engineer

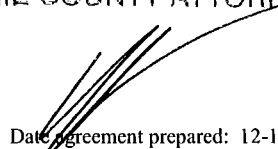
(SEAL)

Date

Approved as to form:

By: _____
Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

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


Date agreement prepared: 12-17-12

WYOMING DEPARTMENT OF TRANSPORTATION
CHEYENNE, WYOMING

FINAL RECONNAISSANCE REPORT

Project No. 4056001

West Allison Road

Laramie County

LOCATION and DESCRIPTION: This project is located in Laramie County Wyoming and will reconstruct West Allison Road from U.S. 85 South Greeley Highway west to Walterscheid Boulevard.

REFERENCE: ¹West Allison Road Corridor Study Final Report, March 17, 2010

FIELD INSPECTION: August 22, 2012

INSPECTION PERSONNEL:

Pat Persson, P.E., District Engineer, Laramie
Tom DeHoff, P.E., District Construction Engineer, Laramie
Randall Griesbach, P.E., District Traffic Engineer, Laramie
Timothy Morton, P.E., Resident Engineer, Cheyenne
Andrea Allen, P.E., Project Development Engineer, Cheyenne
Chris Pivik, P.E., Design Squad Leader, Cheyenne
Rod Smith, P.E., Bridge Engineer, Cheyenne
Kirk Hood, P.G., Geologist, Cheyenne
Curtis Clabaugh, P.E., Photogrammetry & Surveys Engineer, Cheyenne
Bob Rothwell, P.E., Assistant State Materials Engineer, Cheyenne
Tim Stark, P.E., Environmental Services Engineer, Cheyenne
Tim Carroll, P.E., Environmental Services, Cheyenne
Don Beard, Laramie County Road and Bridge, Cheyenne
Tom Mason, Director Cheyenne MPO, Cheyenne
James Sims, Cheyenne MPO, Cheyenne
Galen Hesterberg, P.E., Consulting Engineer

DRAFT RECONNAISSANCE REPORT: October 15, 2012

FINAL RECONNAISSANCE REPORT: 11/23/12

ROUTE: Cheyenne Urban system

NHS SYSTEM: Non-NHS

HIGHWAY DISTRICT: District 1

COMMISSION DISTRICT: District 2

LENGTH OF PROJECT: Total Project Length is approximately 2431 feet

PROJECT LIMITS: U.S. 85 South Greeley Highway west to Walterscheid Boulevard

FUNCTIONAL CLASSIFICATION: West Allison Road is classified as a Collector

CHARACTER OF WORK: 4R - Reconstruction

CONSTRUCTION YEAR: 2016

PURPOSE AND NEED: 4R - Reconstruction

EXISTING FACILITY: The 'West Allison Road Corridor Study Final Report evaluated transportation services on West Allison Road from U.S. 85 to Parsley Boulevard. This reconnaissance inspection and report will be limited to that section of West Allison Road that begins at the signalized intersection with U.S. 85 South Greeley Highway and continues west to the signalized intersection with Walterscheid Boulevard, approximately 2431 feet in length.

Typical Section: Existing West Allison Road is a rural-ditch section with two travel lanes and no shoulders. Approaching the intersection with South Greeley Highway, there is a 400' section that has been reconstructed, along the north side of West Allison Road, and provides a 65' right-of-way and widened roadway with curb and gutter and a 5' sidewalk; this section serves two entrances to a retail center.

Traffic Data (AADT): 'Corridor Study Final Report presents existing, 2008, AADT traffic volumes of approximately 3,600; the Cheyenne MPO projects Design Year 2036 AADT traffic volumes at 4,100.

Safety Data: Crash history on West Allison Road between U.S. 85 South Greeley Highway and Walterscheid Boulevard identifies 6 crashes, from 2007 through 2011, with one injury crash and no fatal crashes. 66% of those crashes were located at business entrances.

From 2007 through 2011, there were 16 crashes report at the intersection with U.S. 85 South Greeley Highway, with 6 injury crashes and no fatal crashes.

From 2007 through 2011, there were 9 crashes report at the intersection with Walterscheid Boulevard, with 6 injury crashes and no fatal crashes.

Posted Speed Limit: 30 MPH

Horizontal and Vertical Alignment: Roadway follows a tangent horizontal alignment and a rolling vertical alignment, maximum grade at 4.5%.

Roadway Width: West Allison Road is predominantly a rural section with two 11' travel lanes with no shoulders; travel lanes are 12' wide for the 400' section that has been reconstructed.

Pavement Surfacing: The Plant Mix Pavement is in poor condition with both surface distress and base/subbase failure. Surfacing thickness and material types are not available. The pavement is in good condition for the 400' section that has been reconstructed.

Pedestrian Facilities: There are no sidewalks/bike paths, except for the 400' section that has been reconstructed with an attached sidewalk.

Utilities: Overhead utilities for electric, cable, and phone, are located along both sides of West Allison Road. Buried utilities include sanitary sewer and natural gas.

Right-of-Way Width: 50' width; 65' width for the 400' section that has been reconstructed.

Land Use: Private-owned residential throughout most of the corridor with commercial and retail at the intersection with U.S. 85 South Greeley Highway.

Environmental Concerns: The West Allison Road corridor is a mixture of rural and urban; there should be limited concerns for the natural environment.

RECONNAISSANCE REPORT RECOMMENDED INTENT:

The 'West Allison Road Corridor Study Final Report and the Guide for Non-NHS State Highways 4R-3R-2R-1R Criteria, 2008, were used to guide selection of project type and identification of applicable design values and criteria for a Collector. The field inspection substantially revised the design values, from the 'Corridor Study, to better fit the proposed roadway design to the surrounding neighborhood. During the development of contact plans, consideration should be given to acquiring additional right-of-way, in those locations where additional right-of-way will not impact adjacent land use, and implementing 'Corridor Study recommendations for roadside pedestrian/bicycle facilities and vegetated streetscape. As a result, two typical sections are presented with this report, the first presents a reduced section to fit within a minimal right-of-way and the second presents 'Corridor Study recommendations when additional right-of-way is available.

A 4R project type was selected to provide for the reconstruction of West Allison Road. The following design values and criteria were recommended for West Allison Road.

Project Type: 4R, Reconstruction

Section Type: Urban Section

Right-of-Way: A reduced right-of-way width will be used in those areas where it will better fit the roadway design to the surrounding neighborhood.

The 'Corridor Study recommends the initial acquisition of a 65-foot right-of-way width, modified to 80-feet as development occurs in the corridor. The proposed roadway section should not require a uniform 65-foot right-of-way width, but the 'Corridor Study recommended widths should be acquired at those locations where rights-of-way are available or as development occurs.

Design Life: 4R, 20 year minimum from year of construction

Posted Speed: Maintain existing 30 MPH

Design Speed: 30MPH

Relationship of Posted Speed to Design Speed: Same for Urban non-NHS

Project Limits: U.S. 85 South Greeley Highway to Walterscheid Boulevard

Travel Lanes: 2 (¹Corridor Study)

Lane Widths: 12' (¹Corridor Study)

Shoulder Widths: 4 ½' to face of curb (¹Corridor Study proposed 5 ½')

Parking: No, no additional width will be constructed for parking

Sidewalks: 6' attached, uniform width, both sides of roadway; 6' detached at selected locations, both sides (¹Corridor Study proposed 6' detached, north side, behind a 7' to 8' vegetated streetscape(tree lawn))

Bicycle Path: Future - south side, 8' - 10' width from ¹Corridor Study^①

I assume the intent is for a "shared use" path rather than an exclusive bicycle facility.
Safety Improvements – Enhanced Lateral Offset: 4' behind curb face *add*

Horizontal Alignment: Meet Design Speed, for combination of curve radius, superelevation and sight distance.

Superelevation Rate: $e_{\max} = 4\%$

Vertical Alignment: Meet Design Speed, for combination of curve length and grades (K-factor) and sight distance.

Grades: 9% maximum

Pavement Type: 6"HPM over 8" CB from ¹Corridor Study; a plant mix wearing course will be constructed as requested by Laramie County.

Pavement Cross Slope: 2.0%

Minor Drainage Structures: Construction of storm sewer system and outfall, Option 2 from ¹Corridor Study.

Capacity Improvements: None

Intersection Improvements:

West Allison Road and U.S. 85: Right Turn Lane combined with travel lane; a designated Left Turn Lane extended an additional 400' west to also serve existing access along the north side of the street; signalized intersection traffic control.

West Allison Road and Walterscheid Blvd: Right Turn Lane combined with travel lane; designated Left Turn Lane; signalized intersection traffic control.

West Allison Road and Proposed North/South Connector: Connector location has not been finalized; no work on this project.

RECONNAISSANCE REPORT RECOMMENDED SCHEDULE: 2016

A PCS will be developed to determine final schedule.

CONSTRUCTION ESTIMATE BASED ON RECONNAISSANCE REPORT RECOMMENDATIONS:

Construction – Roadway:	\$ 980,000.00
15% Contingency:	\$ 147,000.00
Construction – Total:	\$1,127,000.00
Inflation – 3 Years @ 6% per year:	\$ 215,000.00
Construction Total @ 2016:	\$1,342,000.00
Construction Engineering (10%):	\$ 135,000.00
Construction + CE @ 2016:	\$1,477,000.00
Preliminary Engineering (10%):	\$ 135,000.00

This estimate excludes rights-of-way and utility costs.

RECONNAISSANCE REPORT RECOMMENDATIONS:

1. This project will be WYDOT design. Contract Plans will use English units. A PCS report will be developed and attached.
2. Purpose and Need: This segment of West Allison Road is the primary route for local residents to gain access to and from their property and also serves as a primary route to Laramie County Elementary, Middle, and High School campuses. The existing pavement is in poor condition with both surface distress and base/subbase failure. The width of the travel lanes is substandard with no shoulders and there are no sidewalks to serve pedestrian uses between the schools and retail services along South Greeley Highway. The proposed project will reconstruct this corridor segment providing a new pavement structure, standard width travel lanes and shoulders, storm sewer system and outfall, and sidewalk along both sides of the roadway.
3. Project Limits: U.S. 85 South Greeley Highway to Walterscheid Boulevard
4. Character of Work: 4R - Reconstruction
5. Section Type/Proposed Typical Section: Urban section
6. Posted Speed Limit: 30 MPH
7. Project selected Design Speed: 30 MPH

8. Horizontal Alignment: Meet Design Speed, for combination of curve radius, superelevation and sight distance.
9. Vertical Alignment: Meet Design Speed, for combination of curve length and grades (K-factor) and sight distance.
10. Roadway Widths:
Travel Lanes: 12'
Shoulder Widths: 4 ½' to face of curb *I believe the shoulder should be at least 5' for bikes. I recommend 11' + 5 ½'. It seems like we're being overly conservative for lane widths at the expense of going less than recommended widths for bikes on shoulders. ALP*
11. Pavement Type/Surfacing: 6"HPM over 8" CB (¹Corridor Study); Plant Mix Wearing Course
12. Sidewalks: 6' attached, uniform width, both sides of roadway; 6' detached at selected locations (¹Corridor Study proposed 6' detached, north side, behind a 7' to 8' vegetated streetscape(tree lawn)) *Is 6' a County standard? If a WDOT road, I would push for 5' sidewalks. ALP*
13. Vegetated Streetscape: The ¹Corridor Study recommends a variable width area, behind the curb, and refers to this area as a tree lawn. Where additional right-of-way is available, a 7' to 8' vegetated streetscape could be constructed and landscaped consistent with its joint use as an enhanced lateral offset (Clear Zone) of 4' behind curb face. Landscaping Work, including the bid item for Sodding, is estimated at 3% of total estimated project cost.
14. Side Slopes and Grading: Match to existing
15. Retaining Walls: A retaining wall may be required at the east end of the project and along the south side of West Allison Road to retain the roadway fill and allow the continued existing use of the adjacent property. The Bridge Program estimates a 400' long wall with an average height of 4' to cost approximately \$64,000.
16. Drainage Structures: Construction of storm sewer system and outfall, Option 2 from ¹Corridor Study.
17. Utilities: Utilities will be mapped by Photogrammetry and Survey Program and accommodated prior to construction.
18. Rights-of-Way: A reduced right-of-way width will be used in those areas where it will better fit the roadway design to the surrounding neighborhood. The ¹Corridor Study recommends the initial acquisition of a 65-foot right-of-way width, modified to 80-feet as development occurs in the corridor. The proposed roadway section should not require a uniform 65-foot right-of-way width, but the ¹Corridor Study recommended widths should be acquired at those locations where rights-of-way are available or as development occurs.

19. Land Use: Project construction will support the future land use plan as presented in the 'Corridor Study.

20. Access Controls/Approaches: During the development of contact plans, access management and control will be implemented.

21. Environmental:

Wetlands: Environmental Services has determined that no wetlands are present along this project corridor.

Water Quality Permits: To be determined.

T & E Species: Since there are no wetlands or other suitable habitat types for Ute ladies'-tresses orchid or Colorado butterfly plant, and due to the high levels of development and existing disturbance, this project shouldn't have any wildlife/T&E concerns associated with it other than Platte River Basin water depletions.

Wildlife: No impact due to urban development.

Cultural: An archaeological clearance will need to be pursued on the project area.

4 (f): If there are historic or archaeological resources on the project, then 4(f) will need to be addressed.

Public Involvement: The District will take the lead on 2 public meetings during the course of design on this project.

Document Type: The project will qualify as a CE.

22. Other Facilities: Project design will determine if school bus pullouts and pullouts for consolidated mailboxes are required. *Either would require additional R/W. MZ*

23. Construction and Traffic Control:

Significant Project: No

Maintenance of Traffic/Traffic Control Plan: No

Standard Plans: Yes

Road Closures: No

Detours: Yes

24. Traffic Signing, Signals and Roadway Lighting: The Traffic Program anticipates that both signal poles and equipment will be impacted at the intersection with South Greeley Highway; actual impacts would need to be determined further in the design process. Quantities and costs are not included in the project cost estimate.

25. Intersection Design:

West Allison Road and U.S. 85: Right Turn Lane combined with travel lane; designated Left Turn Lane; signalized intersection traffic control.

West Allison Road and Walterscheid Blvd: Right Turn Lane combined with travel lane; designated Left Turn Lane; signalized intersection traffic control.

26. Fencing: None

27. Roadside and Median Barriers: None

28. Material Sources:

Borrow: Contractor Furnish
Surfacing: Contractor Furnish
Waste: Contractor Furnish
Plant Site: Contractor Furnish

29. Funding: STPU and County

30. Cooperative Agreements and Future Contacts: Laramie County

31. Highway Capacity Analysis: This type of project, within an urbanized area, would typically be supported with a Highway Capacity Analysis.

SURVEY AND WORK PLAN REQUIREMENTS AND SCHEDULE:

1. Photogrammetry and Survey Program Survey and Mapping – mapping width:
A survey meeting will be held once the COOP and AFE are established to allow P&S to proceed with the project. The project will be mapped using aerial photography with field surveying supplements at suburban scale.
2. Property Surveys: The Right-of-Way Program or the District, by consultant agreement, will complete the needed retracement of adjacent properties, land survey, or establishment of existing right-of-way boundaries.
3. Utility Surveys: Photogrammetry and Surveys will identify utility locations on mapping.
4. Geology Program Surveys: The Geology Program will complete a Soils Profile, and foundation investigation for retaining wall(s)
5. Environmental Program Environmental Studies and Documentation: The Environmental Services Program will develop the following studies and documents.
Cultural: Archaeological clearance
Threatened and Endangered Species: Programmatic Biological Opinion
Document Type: Categorical Exclusion
Public Involvement: Level B and 2 public meetings during project design
6. Materials Program Pavement Surfacing: Materials Program to provide final surfacing recommendations.
7. Bridge Program Hydraulics Report: Bridge Program to complete hydraulic report. *including storm drain sizing and layout. 4/6/2*

8. Bridge Program Contract Plans: No major drainage structures. Complete design and details for retaining wall(s).
9. Traffic Program Plans for signing, traffic control, and striping: Traffic Program will prepare permanent signing and striping plans.
10. Right-of-Way Program for additional ROW and/or Construction Permits: Right-of-Way Program will acquire additional rights-of-way or construction permits.
11. Project Development contract plans: Project Development will prepare road design plans, cross sections, and plans for replacement/extension of minor drainage structures, typical sections, and quantity summaries.

DESIGN VALUES:

Projected Traffic:	4,100 AADT in Design Year 2036
Type of Terrain:	Rolling
Type of Area:	Urban
Section Type:	Urban Typical Section
Level of Service:	LOS D
Number of Lanes:	2 Travel Lanes
Selected Posted Speed:	30 MPH
Selected Design Speed:	30 MPH
Lane Widths:	12 Feet
Shoulder Widths:	4.5 Feet
Auxiliary Lane Widths:	LTL at 12 Feet
Maximum Grade:	9% Maximum
Clear Recovery Width:	Enhanced Lateral Offset @ 4'
Surface Type:	Plant Mix

REFERENCE DOCUMENTS:

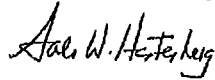
Cheyenne MPO, *West Allison Road Corridor Study, Final Report, March 17, 2010*
WYDOT, *Guide for Non-NHS State Highways 4R-3R-2R-1R Criteria, 2008*
WYDOT, *Road Design Manual*

TYPICAL SECTIONS:

Two typical sections are attached with this report; the first presents a reduced roadway section to fit within a minimal right-of-way, the second presents Corridor Study recommendations when additional right-of-way is available.


SIGNATURES:

Prepared By:
Galen Hesterberg, P.E.



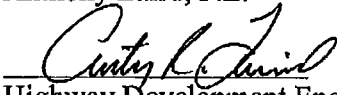
Consulting Engineer
Date: October 31, 2012

Reviewed By:
Andrea Allen, P.E.



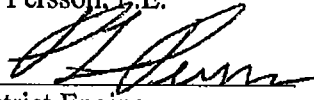
Project Development Engineer
Date: 11/20/12

Approved By:
Anthony Laird, P.E.



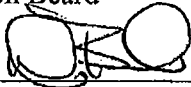
Highway Development Engineer
Date: 11/23/12

Approved By:
Pat Persson, P.E.

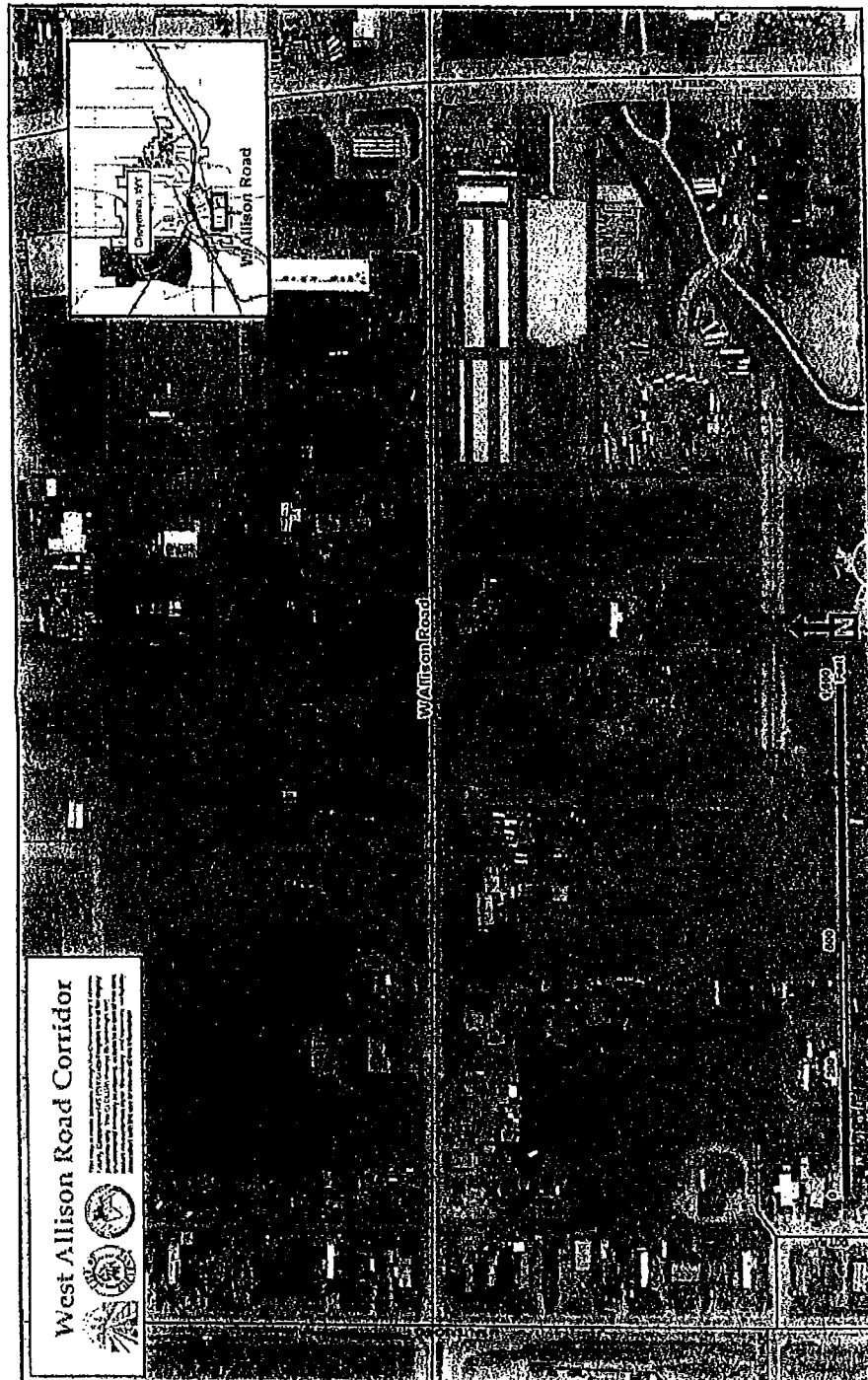


District Engineer
Date: 11-14-2012

Approved By:
Don Beard



Laramie County Road and Bridge
Date: 11/7/12



ESTIMATE 4056001

Estimated Cost: \$ 980,000.00

Estimated Cost with 15% Contingency: \$ 1,127,000.00

West Allison Road
Laramie County

Letting Date 10/2015

Specification Year 2010

Work Type: 4R Reconstruction

Highway Type: Asphalt

Urban/Rural Type: Urban

Season: Summer

TOTAL ESTIMATED QUANTITIES					COST	
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITIES		UNIT PRICE	EXTENSION
			ROADWAY	STRUCTURE		
				CODE 14		
			CODE 04	CODE 08		
106.05100	FIELD LABORATORY	EA	1		\$ 9,000.00	\$ 9,000.00
106.05200	CONTRACTOR TESTING	LS	1		\$ 10,000.00	\$ 10,000.00
109.04000	FORCE ACCOUNT WORK	\$\$	\$15,000.00		\$ 1.00	\$ 15,000.00
109.08000	MOBILIZATION	LS	1		\$ 50,000.00	\$ 50,000.00
203.02500	UNCLASSIFIED EXCAVATION	CY	5,000		\$ 3.70	\$ 18,500.00
207.03100	TOPSOIL STORING	CY	500		\$ 1.60	\$ 800.00
207.03200	TOPSOIL PLACING	CY	500		\$ 1.75	\$ 875.00
209.01000	WATER	MG	500		\$ 5.00	\$ 2,500
210.03200	BULLDOZER	HR	50		\$ 150.00	\$ 7,500.00
215.01000	CONTRACTOR STORM WATER CONTROL	LS	1		\$ 2,500.00	\$ 2,500.00
216.03100	SEEDING (PLS)	LB	20		\$ 12.50	\$ 250.00
216.03700	SODDING	SY	1,400		\$ 8.00	\$ 11,200.00
216.03970	LANDSCAPING WORK	LS	1		\$ 18,000.00	\$ 18,000.00
301.01085	CRUSHED BASE	CY	2,050		\$ 25.00	\$ 51,250.00
401.02000	HOT PLANT MIX	TON	2,900		\$ 31.00	\$ 89,900.00
401.02040	TEST STRIP	EA	1		\$ 7,500.00	\$ 7,500.00
401.03322	ASPHALT BINDER (PG 64-28)	TON	190		\$ 605.00	\$ 114,950.00
404.01000	PLANT MIX WEARING COURSE	TON	320		\$ 35.00	\$ 11,200.00
407.01000	TACK COAT	TON	2		\$ 555.00	\$ 1,110.00
408.01000	PRIME COAT	TON	15		\$ 700.00	\$ 10,500.00
408.01200	BLOTTER	TON	45		\$ 23.00	\$ 1,035.00
413.01000	HYDRATED LIME	TON	32		\$ 155.00	\$ 4,960.00
599.00002	WALL COMPONENT SYSTEM	SF	1,600		\$ 40.00	\$ 64,000.00
603.20030	RCP 30 in	FT	100		\$ 80.00	\$ 8,000.00
603.20036	RCP 36 in	FT	1,260		\$ 88.00	\$ 110,880.00
608.10200	SIDEWALK (CONC)	SY	3,250		\$ 33.00	\$ 107,250.00
609.10200	CURB AND GUTTER TYPE A	FT	4,800		\$ 20.00	\$ 96,000.00
609.10700	DOUBLE GUTTER	SY	345		\$ 20.00	\$ 6,900.00
625.10100	MANHOLE TYPE A	EA	5		\$ 2,800.00	\$ 14,000.00
625.20100	INLET TYPE A	EA	4		\$ 2,500.00	\$ 10,000.00
702.30205	SIGN POST, RND TUBULAR STL	EA	8		\$ 375.00	\$ 3,000.00
702.30300	SIGN POST, SQ TUBULAR STL	EA	6		\$ 275.00	\$ 1,650.00
702.30500	SIGN PANELS, ALUMINUM	SF	80		\$ 23.00	\$ 1,840.00
703.03100	FLAGGING	HR	1,500		\$ 26.00	\$ 39,000.00
703.03115	TEMPORARY TRAFFIC CONTROL	LS	1		\$ 70,000.00	\$ 70,000.00
799.70100	THERMOPLASTIC PAVEMENT MARKINGS	LS	1		\$ 2,500.00	\$ 2,500.00
799.71810	EPOXY PAVEMENT LINE 4 in	FT	7,290		\$ 0.75	\$ 5,467.50

TOTAL ESTIMATED COST

\$ 979,017.50

COMMENTS:

From: Tom Mason <tmason@cheyennecity.org>

Date: Fri, Oct 19, 2012 at 4:35 PM

Subject: Re: Fwd: Draft Reconnaissance Report - Project 4056001, West Allison Road, Cheyenne

To: Andrea Allen <andrea.allen@wyo.gov>

Andrea, of course the MPO staff is disappointed that we are going to try and build a collector road in 50 feet of ROW (20' less than County standards). Isn't there any desire to attempt to purchase 15 feet of ROW? If not then I'm afraid that it will stay this way for decades. We should go door to door and ask if there is willingness to sell ROW. I know that there are some houses close to the road, and 15 additional feet may not be possible in those few areas, but I think it is alright to squeeze the road in those existing sections, but provide a more appropriate cross section for the majority of the corridor.

Comments:

Page 3 - Environmental Concerns: "I'd say it is all urban."

I believe that in this squeezed 50' ROW corridor, that 11' feet should be the maximum lane width providing 5 1/2 feet shoulders for bikes. *I agree with this! All?*

Tom Mason, Director

Cheyenne Metropolitan Planning Organization (MPO)

307-637-6299

From: Don Beard <dbeard@laramiecounty.com>

Date: Thu, Oct 18, 2012 at 9:20 AM

Subject: RE: Draft Reconnaissance Report - Project 4056001, West Allison Road, Cheyenne

To: Andrea Allen <andrea.allen@wyo.gov>

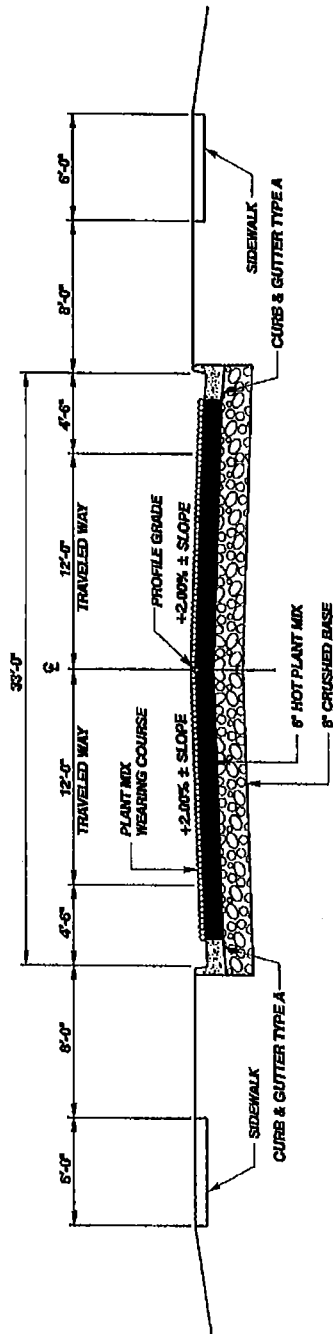
Just one item it was my understanding that sidewalk would be six feet regardless of location. That is my only current issue. We may need to address other issues after public meeting. I'm hearing from folks in the neighborhood that think the intersection at Waltersheid has bad geometry and they feel quite a bit of adjustment needs to occur to have that work correctly. Additionally there may be a line of sight issue traveling west at that same location. I believe we may not have investigated that based on project end at edge of right of way on Waltersheid. Just want to make you aware of the issue. thanks

ADDITIONAL COMMENTS:

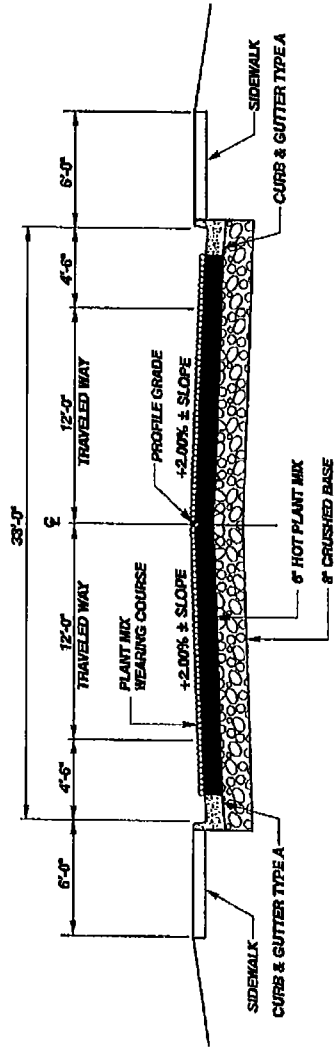
① Since a future project, it doesn't matter much but it should be noted that the current AASHTO Bike Design guide allows an 8' wide path only in "very rare circumstances." The conditions are very limited. All?

Excellent Report! All?

PROPOSED TYPICAL SECTION



PROPOSED TYPICAL SECTION



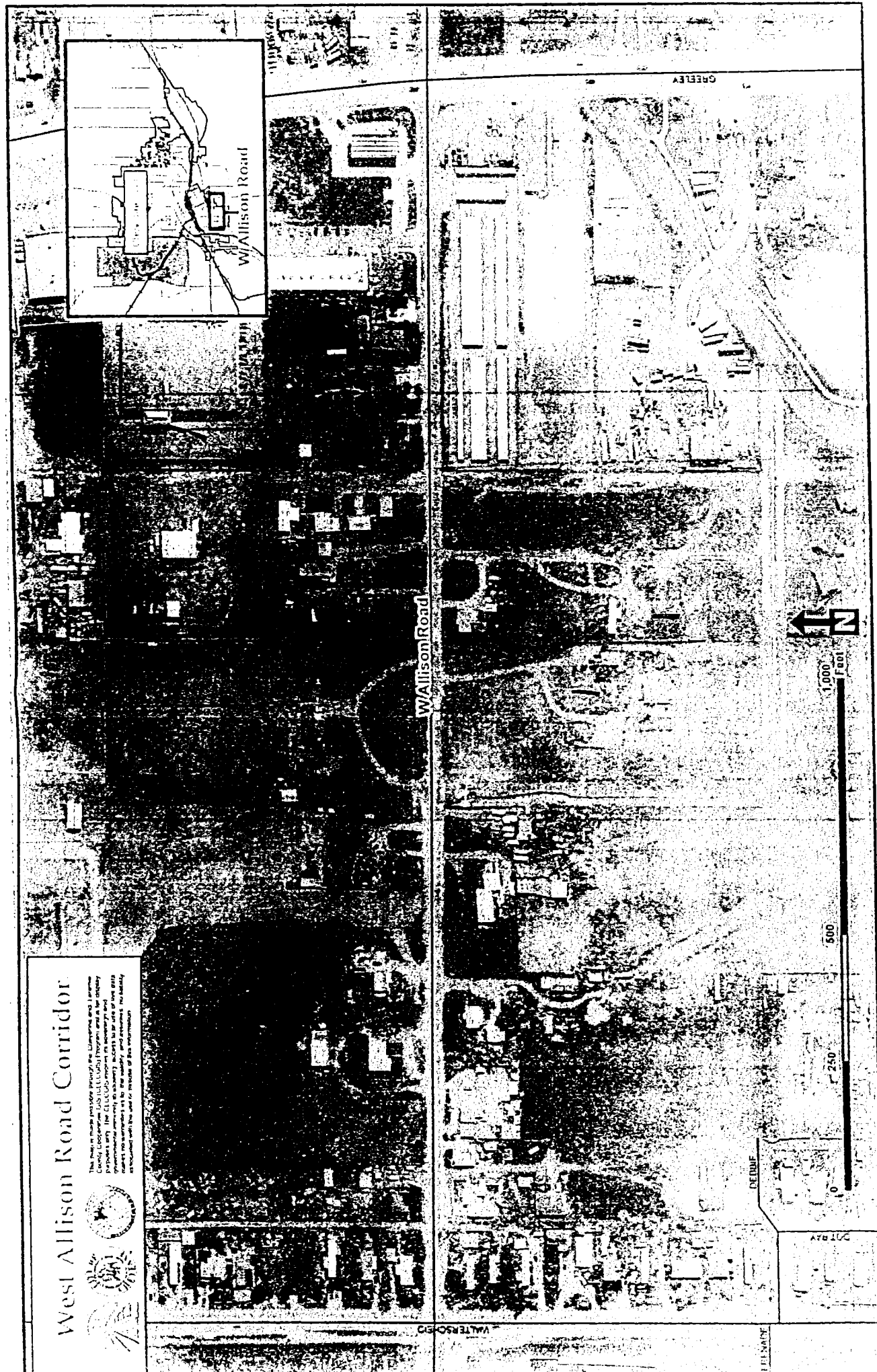


EXHIBIT "B"

Federal Project STPU-CH 0.00 4056001
West Allison Road
Laramie County

December 5, 2012

Costs were prepared by WYDOT using information obtained from the consultant.

<u>Item</u>		<u>Cost</u>	
Estimated Construction Costs	=	\$1,342,000.00	
Preliminary Engineering	=	135,000.00	
Construction Engineering	=	<u>135,000.00</u>	
Total Direct Costs	=	1,612,000.00	[1]
Indirect Cost Allocation Plan (ICAP) (1,612,000) (0.0823)	=	<u>132,668.00</u>	[2]
Total Project Costs = [1] + [2]	=	<u>\$1,744,668.00</u>	[3]
<u>Funding Breakdown:</u>			
WYDOT's Federal Aid Match: (1,744,668) (0.9049)	=	1,578,750.00	[4]
County's Match Portion: (1,744,668) (0.0951)	=	<u>165,918.00</u>	[5]
Total Project Costs = [4] + [5]	=	<u>\$1,744,668.00</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.