

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

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Board of Laramie County Commissioners (County), whose address is: 310 West 19th Street, Cheyenne, Wyoming 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between WYDOT and the County for Project No. B221004 Cheyenne Streets (US 30, Dell Range Boulevard, and Whitney Road). The purpose of this Amendment is to:
a) replace Exhibit B-1 with Exhibit B-2, increasing the total Agreement federal dollar amount by three million, one hundred ninety thousand, ninety-one dollars (\$3,190,091.00) to seven million, eight hundred seventy-four thousand, one hundred forty-four dollars (\$7,874,144.00); b) replace Exhibit D with Exhibit D-1; and c) update the Special Provisions.

The original Agreement, dated April 23, 2020, required the County to participate in a federally funded Surface Transportation Urban Program project at WYDOT designated, County approved locations for the construction of the intersection of US 30 and Dell Range Boulevard including frontage roads extending to Christensen Road. Also the reconstruction of Whitney Road between US 30 and Dell Range Boulevard including the construction of a roundabout at the intersection of Whitney Road and Dell Range Boulevard.

Amendment One, dated May 16, 2022, amended the original Agreement to: a) revise the WYDOT designated, County approved locations for the construction of US 30 and Dell Range Boulevard, b) amend the responsibilities of the parties; c) update the Participation of Project Costs; d) add to the General Provisions; e) replace Exhibit A, Location Map, with Exhibit A-1; f) replace Exhibit B, Summary of Project Costs, with Exhibit B-1; and g) add Exhibit D, Federal Award Information.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. Amendments.

- A. Section 4 of the original Agreement is hereby amended in its entirety to read as follows:

“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 costs of construction and construction engineering as shown on Exhibit B-2, Revised 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. Any costs exceeding the maximum federal funds authorized by WYDOT, seven million, eight hundred seventy-four thousand, one hundred forty-four dollars (\$7,874,144.00) as shown on Exhibit D-1, Modified Federal Award Information, which is attached to and incorporated into this Agreement by this reference, for this Project will be borne by the County.
- 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 Exhibit B-2 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 its portion of the actual cost of this project, including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA). 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, 2027,

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. WYDOT will bill the County on a monthly basis unless otherwise agreed upon between the parties.

- E. Should the County abandon or indefinitely postpone the Project at any time, or if the Project is not let to construction within four (4) years of the completion of the design, 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.”
- B. As of the Effective Date of this Amendment, Exhibit B-1, Revised Summary of Project Costs, which was attached to the original Agreement, is superseded and replaced by Exhibit B-2, Revised Summary of Project Costs, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to “Exhibit B-1” in the original Agreement, and in any amendments thereto, are amended to read: “Exhibit B-2.”
- C. As of the Effective Date of this Amendment, Exhibit D, Federal Award Information, which was attached to Amendment One, is superseded and replaced by Exhibit D-1, Modified Federal Award Information, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to “Exhibit D” in Amendment One, and in any amendments thereto, are amended to read: “Exhibit D-1.”
- D. Section 8 of the original Agreement is amended in its entirety to read as follows:

“8. Federal Special Provisions.

- A. **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.
- B. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and

the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and WYDOT under this Agreement, at law, or in equity.

- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **Federal Audit Requirements.** The County agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The County 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 County 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.

H. 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.

I. 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.

J. 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.

- K. 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.
- L. 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.
- 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 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.
- N. 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.
- O. Non-Supplanting Certification.** The County 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 County 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.
- P. Program Income.** The County 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.

Q. 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.

R. 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), 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.”

5. **Amended Responsibilities of the County.** Responsibilities of the County have not changed.

6. **Amended Responsibilities of WYDOT.** Responsibilities of WYDOT have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WYDOT and the County, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment 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 Amendment. Delivery by the County of an originally signed counterpart of this Amendment by facsimile or

PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

8. General Provisions.

- A. Entirety of Agreement.** The original 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; Amendment One, consisting of five (5) pages; Exhibit A-1, Revised Location Map, consisting of one (1) page; Exhibit B-1 Revised Summary of Costs, consisting of one (1) page, Exhibit D, Federal Award Information, consisting of one (1) page; this Amendment Two, consisting of nine (9) pages, Exhibit B-2, Revised Summary of Project Costs, consisting of one (1) page, Exhibit D-1, Modified Federal Award Information, consisting of one (1) page, and the Federal Contract Provisions, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

WYOMING DEPARTMENT OF TRANSPORTATION

Keith R. Fulton, P.E., Chief Engineer

Date

ATTEST:

Caitlin Casner, Secretary
Transportation Commission of Wyoming

BOARD OF LARAMIE COUNTY COMMISSIONERS

Gunnar Malm, Chairman

Date

ATTEST:

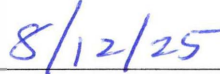
Debra Lee, County Clerk

Date

LARAMIE COUNTY ATTORNEY: APPROVAL AS TO FORM




Laramie County Attorney



Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 250458
17a Tyler M. Renner, Supervising Attorney General



Date

EXHIBIT B-2
Revised Summary of Project Costs

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

April 14, 2025

Costs were prepared by WYDOT using 2025 costs. Costs include all work on the project **with the exception of** improvements located within the Whitney Ranch and Meadowlark Estates proposed annexation map along with the South Frontage Road.

<u>Item</u>	<u>Cost</u>	
Estimated Construction Costs (2025 costs)	\$5,098,873.00	
20% Preliminary Engineering (County Portion + City Portion = \$5,098,873.00 + \$6,054,054.00 = \$11,152,927.00) (See Note 3)	\$2,230,585.00	
10% Construction Engineering (2025 costs)	<u>\$ 509,887.00</u>	
Total Direct Costs	\$7,839,345.00	[1]
Indirect Cost Allocation Plan (ICAP) = (\$7,839,345.00) (0.1100)	\$ 862,328.00	[2]
Total Project Costs = [1] + [2]	<u>\$8,701,673.00</u>	[3]

Funding Breakdown:

WYDOT's Maximum Federal urban funds available through 2026: (59.65% x \$13,199,931)	\$7,874,144.00	[4]
County Cost Share Portion: (\$7,874,144.00 ÷ 0.9049) (0.0951)	\$ 827,529.00	[5]

- NOTE:
- 1) All costs shown are rounded to the nearest dollar.
 - 2) The above figures are for estimating purposes only and are subject to revision throughout the life of this Project.
 - 3) Preliminary engineering costs for the Project will be billed to the County and a portion reimbursed by the City of Cheyenne pursuant to their own independent agreement.
 - 4) Construction Engineering includes Project close out costs.

EXHIBIT D-1
Modified Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: Laramie County

Subrecipient UEI: E9DLJC1HGNQ8

Assistance Listing No.: 20.205

Assistance Listing Title: Highway Planning and Construction

Federal Award Identification Number (FAIN):
56B221004L20E and 56B221004Z231

Federal Award Date: August 29, 2018

Subaward Period of Performance (Start and End date) estimate: August 29, 2018, through December 1, 2027

Federal Award Project Description: Preliminary design, design and construction of intersections.

Federal Award original Agreement:
\$7,095,707.00

Total amount of Federal Funds Obligated to Subrecipient by WYDOT: \$7,874,144.00

Federal Award Amendment One:
Reduced by \$2,411,654.00

Federal Award Amendment Two:
\$3,190,091.00

Total Amount of the Federal Award Committed to subrecipient: \$7,874,144.00

Awarding Federal Agency:
Federal Highway Administration

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

Federal Highway Administration:
Wyoming Division Office
Telephone: 307-772-2101
Email: HDAWY@dot.gov

WYDOT Program Mgr.: Julianne Monahan
Telephone: 307-777-4178
Email: julianne.monahan@wyo.gov

WYDOT Contact for Confirmation of Funds:
Financial Services
Telephone: 307-777-4469
Email: dotrevenue@wyo.gov

Indirect Cost Rate (ICAP): 11%

Research and Development: No

Project Name: Cheyenne Streets, US 30 & Dell Range Boulevard, and Whitney Road

Recipient County: Laramie

Agreement No.: 68860

Project No.: B221004

Total Project Budget: \$8,701,673.00

Budget Period: August 29, 2018, through December 1, 2027