

**AMENDMENT ONE 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, WY 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 first amendment to the Agreement between WYDOT and the County for Project No. B221004 Cheyenne Streets (US 30 and Dell Range Boulevard and Whitney Road). The purpose of this Amendment is 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.

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.

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 2 of the original Agreement is replaced in its entirety as follows:

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County and WYDOT desire to participate in the Surface Transportation Urban Program which is federally funded and administered by WYDOT. WYDOT has heretofore designated the locations and the County has approved the locations for the construction of the intersection of US 30 and Dell Range Blvd. as follows: the construction and signalization of the intersection of US 30 and Dell Range Boulevard, the reconstruction of portions of the north frontage road connecting to Christensen Road and to the new alignment of Dell Range Boulevard, reconstruction of the portion of Foxglove Drive connecting to the north frontage road and, the reconstruction of Whitney Road between US 30 and Dell Range Boulevard, as shown in the attached Exhibit A-1, Location Map, which is attached to and

incorporated into this Agreement by this reference. WYDOT, the County, and the traveling public shall derive a benefit and advantage by reason of having the roadways constructed.

- B.** The fourth sentence of Section 4 Paragraph D of the original Agreement is hereby amended to read as follows:

“The current rate of eleven percent (11%) is effective until September 30, 2024 at which time the rate is subject to change based on FHWA approval.”

- C.** Section 8 Paragraph K is replaced in its entirety as follows:

“**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 and the Federal Highway Administration as the sponsoring agencies and shall not be released without prior written approval of WYDOT.”

- D.** Section 8 is amended to add subsections O through Q, which read as follows:

“**O. Federal Audit Requirements.** The County 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 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.

P. 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.

Q. 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.”

- E.** As of the Effective Date of this Amendment, Exhibit A, Location Map, which was attached to the original Agreement, is superseded and replaced by Exhibit A-1, Revised Location Map, which is attached to this Amendment and incorporated into the original

Agreement by this reference. All references to “Attachment A” in the original Agreement, and in any amendments thereto, are amended to read: “Attachment A-1”.

F. As of the Effective Date of this Amendment, Exhibit B, Summary of Project Costs, which was attached to the original Agreement, is superseded and replaced by Exhibit B-1, Revised Summary of Project Costs, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to “Attachment B” in the original Agreement, and in any amendments thereto, are amended to read: “Attachment B-1.”

G. Section 4 Paragraph A of the original Agreement is hereby replaced in its entirety as follows:

“The County agrees to reimburse WYDOT for the project costs at the rate of nine and fifty-one hundredths percent (9.51%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown in Exhibit B, Summary of Projects Costs, which is attached to and incorporated into this Agreement by this reference. Reimbursement shall be made in accordance with the grant identifying information set forth in Exhibit D, Federal Award Information, 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.”

H. As of the Effective Date of this Amendment, Exhibit D, Federal Award Information is attached to this Amendment and incorporated into the original Agreement by this reference.

5. **Amended Responsibilities of the Parties.**

A. Section 6 Paragraph E of the original Agreement is replaced in its entirety as follows:

“E. Utility Adjustments will be performed by WYDOT. If any adjustments are needed, arrangements will be made by separate agreements(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*, which can be found at the following link: <https://rules.wyo.gov/>

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.

B. Section 6 Paragraph F of the original Agreement is replaced in its entirety as follows:

“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-1 to match the actual amount bid, as well as make proportionate changes in the math and overmatch amounts.”

6. **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 the 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.

7. **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; this 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 and Exhibit D, Federal Award Information, consisting of one (1) page 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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8. **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.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING DEPARTMENT OF TRANSPORTATION:

Mark Gillett, P.E., Chief Engineer

Date

ATTEST:

Caitlin Casner, Secretary
Transportation Commission of Wyoming

BOARD OF LARAMIE COUNTY COMMISSIONERS:

Troy Thompson, Chairman

Date

ATTEST:

Debra Lee, County Clerk

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Alysia Goldman, Assistant Attorney General

9/19/22
Date

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

JF Chmchar 9.25.22

Revised Location Map



Revised Summary of Project Costs

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

February 3, 2022

Costs were prepared by WYDOT using 2023 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 (2023 costs)	=	\$4,836,545.00	
20% Preliminary Engineering (2021 costs - \$7,490,207.00) (County Portion + City Portion = \$3,018,549 + \$4,471,658 = \$7,490,207 (See Note 3)	=	\$1,498,041.00	
10% Construction Engineering (2023 costs)	=	<u>483,655.00</u>	
Total Direct Costs	=	\$6,818,241.00	[1]
Indirect Cost Allocation Plan (ICAP) (6,818,241.00) (0.1100)	=	<u>\$750,006.00</u>	[2]
Total Project Costs = [1] + [2]	=	<u>\$7,568,247.00</u>	[3]
<u>Funding Breakdown:</u>			
WYDOT's Maximum Federal urban funds available through FY2023: (59.70% x \$7,845,985.00)		<u>\$4,684,053.00</u>	[4]
County's Match Portion: (4,684,053.00 ÷ 0.9049) (0.0951)	=	<u>492,268.00</u>	[5]
Total Project Costs = [4] + [5]	=	<u>\$5,176,321.00</u>	
County's Overmatch = [3] - [4] - [5] = \$7,568,247.00 - \$4,684,053.00 - \$492,268 =		\$2,391,926.00	[6]
Total County Portion = [5] + [6] = \$2,884,194.00 = \$492,268.00 + \$2,391,926.00 = \$2,884,194.00			

NOTE:

- 1) All costs shown are rounded to the nearest even 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.

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: Laramie County

Subrecipient DUNS: 197732709

Assistance Listing No.: 20.205

Assistance Listing Title: Highway Planning and Construction

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

Federal Award Date: 08/29/18

Subaward Period of Performance (Start and End date) estimate: 08/29/18 – 08/28/25

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

Federal Award this Agreement: \$4,684,053.00

Total amount of Federal Funds Obligated to Subrecipient by WYDOT: \$4,684,053.00

Total Amount of the Federal Award Committed to subrecipient: \$4,684,053.00

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: \$5,176,321.00

Budget Period: 08/29/18 – 08/28/25