

**AMENDMENT ONE TO THE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
AND
LARAMIE COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, WY 82009 and Laramie County (County), whose address is: P.O. Box 608, Cheyenne, WY 82003.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the County. The purpose of this Amendment is to: a) increase the County fees for snow removal in accord with Attachment B; b) extend the term of the Agreement; and c) amend the responsibilities of the County by replacing Attachment A with Attachment B.

The original Agreement, dated February 23, 2004, required the County to provide snow removal on portions of South Greeley Highway between College Drive and Fox Farm Road in Laramie County, Wyoming.

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 II. Term of the original Agreement is hereby amended in its entirety to read as follows:

“This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the February 23, 2004 through February 4, 2023. All services shall be completed during this term.”

This Agreement may be extended five (5) times, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of WYDOT.

5. **Amended Responsibilities of the County.**

Responsibilities of the County are hereby amended as follows:

- A. As of the Effective Date of this Amendment, Attachment A, which was attached to the original Agreement, is superseded and replaced by Attachment B, which is attached to this Amendment and incorporated into the original Agreement by this reference.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 B”.

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 four (4) pages; Attachment A, consisting of one (1) page; this Amendment One, consisting of four (4) pages; and Attachment B, 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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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.

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).

WYDOT:

Wyoming Department of Transportation

Mark Gillett, Chief Engineer

Date

COUNTY:

Laramie County, Wyoming

Laramie County Commissioners

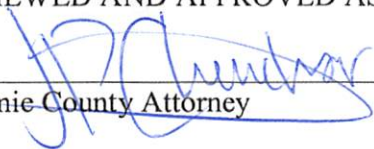
Date

ATTEST:

Laramie County Clerk

Date

REVIEWED AND APPROVED AS TO FORM ONLY:

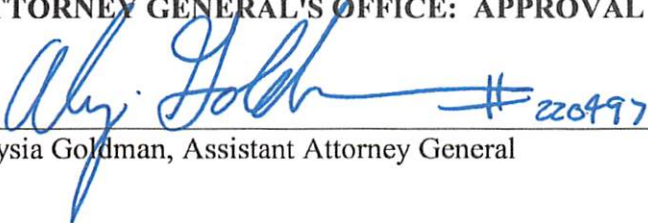


Laramie County Attorney

4/25/22

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #220497

Alysia Goldman, Assistant Attorney General

4/12/22

Date

**AGREEMENT FOR EXTRAORDINARY SNOW REMOVAL
AND EXTRAORDINARY MAINTENANCE**

From February 23, 2004 through February 4, 2022 at the following rates:

Equipment Code	Equipment Description	Straight Time	Over Time
1.	Motorgraders, 140 series w/V plow	\$81.00	\$90.00
2.	Loader, 950 & 966 series	\$61.00	\$69.00
3.	10 CY Dump Truck w/plow & sander	\$63.00	\$71.00
4.	Loder, 966 series w/blower	\$117.00	\$126.00
5.	Backhoe, 580 series	\$37.00	\$45.00
6.	Backhoe w/loader, 410 series	\$39.00	\$47.00
7.	Foreman Pickup Trucks	\$28.00	\$37.00
8.	10 CY Dump Truck	\$44.00	\$52.00
9.	½ ton Pickup; 1 ton pickup (diesel)	\$24.50	\$33.00
10.	1 ton Pickup (gas)	\$27.00	\$36.00

* Above equipment costs include operator.

From February 5, 2022 through the remainder of the term at the following rates:

Equipment Year/Code	Equipment Description	Fuel Type	Straight Time Rate	Over Time Rate
2002 – CO5	GMC Sierra 4x4 330 HP	Gas	\$54.40	\$71.65
2003 – CO6	GMC Sierra 1500 145 HP	Gas	\$39.85	\$54.03
2009 – CO32	Kubota RTV 4wd Vplow, Broom 30HP	Diesel	\$71.14	\$85.32
2004 – CO406	Ford F350 230 HP	Gas	\$49.12	\$63.30
2013 – CO412	Ford Crewcab Flatbed 300 HP	Gas	\$68.74	\$82.92
2008 – CO505	FORD F-250 flatbed dumped 300 HP	Gas	\$79.53	\$93.71
2001 - #46P	Broom	Diesel	\$57.85	\$72.03
1996 - #81P	Grasshopper Mower	Diesel	\$38.25	\$52.53