

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

Federal Project STP-BROS CN02110
Bridge Over Union Pacific Railroad
Structure No. DLM
County Road 210-2
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, Wyoming 82009, and the Board of Laramie County Commissioners (County), whose address is: 310 West 19th Street, Cheyenne, WY 82001.
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) replace Exhibit B with Exhibit B-1, increasing the Agreement amount by three hundred ninety-one thousand, one hundred eighty-two dollars (\$391,182.00) to seven hundred thirteen thousand, eighty-two dollars (\$713,082.00); and b) update the Special Provisions.

The original Agreement, dated September 20, 2022, outlined the terms and conditions by which the County and WYDOT will remove Structure No. DLM over the Union Pacific Railroad, at RM 8.21, in Laramie County for a total Agreement amount of three hundred twenty-one thousand, nine hundred dollars (\$321,900.00) with an expiration upon Project completion.

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. As of the Effective Date of the Amendment, Exhibit B, Summary of Project Costs, which was attached to the original Agreement, is superseded and replaced by Exhibit B-1, Revised Summary of Project Costs, which is attached to this Amendment and incorporated into the original Agreement by this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 "Exhibit B" in the original Agreement are amended to read: "Exhibit B-1".
 - B. Section 8(K) of the original Agreement is hereby amended in its entirety to read as follows:

“K. 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.”

C. Section 8 of the original Agreement is hereby amended to add Subsection N, which reads as follows:

“N. 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.”

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 Contract.** 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; this Amendment One, consisting of four (4) pages; Exhibit B-1, Revised Summary of Project Costs, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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. § 9-2-3204(b)(iv).

WYDOT:

Wyoming Department of Transportation

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

Date

COUNTY:

Board of Laramie County Commissioners

Signature

Date

Name, Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #252084
Nicholas T. Garcia, Assistant Attorney General

11/03/25
Date

EXHIBIT B-1

Revised Summary of Project Costs

Federal Project STP-BROS CN02110
Bridge Over Union Pacific Railroad
Structure No. DLM
County Road 210-2
Laramie County

Amended October 14, 2025

Costs were prepared by WYDOT.

Estimated Project Costs:

<u>Item</u>		<u>Cost</u>
Estimated Construction Costs	=	\$ 497,607.00
Preliminary Engineering	=	\$ 105,000.00
Construction Engineering	=	<u>\$ 39,809.00</u>
Total Direct Costs	=	\$ 642,416.00
Indirect Cost Allocation Plan (ICAP) (11% of TDC)	=	\$ 70,666.00
Total Project Costs	=	\$ 713,082.00

Funding Breakdown:

WYDOT's federal aid match (90.49%)	=	\$ 645,268.00
County match portion (9.51%)	=	\$ 67,814.00

NOTE: All costs shown are rounded to the nearest dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of the Project.

Construction engineering includes Project closeout costs.