

Contract #: 236465

Entry Date: 1/4/2024 5:12:10 PM

Department: Wyoming Department of Transportation,
Procurement Services

WYOMING ATTORNEY
GENERAL'S OFFICE

Agency Contact: Eifert, Robyn

JAN 19 2024

Phone: 777-4110

Other Agency Contact:

Madison Barber
APPROVED AS TO FORM

Client Comments:

Contractor/Vendor Name: Laramie County Public Works

Contract Title: Amendment III 24-25 Laramie
Cnty

Contract Type: Amendment

Contract Amount: 0.0000

Contract Effective Date:

Contract Expiration Date: 2/4/2025 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Madison Barber

**AMENDMENT THREE 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 Boulevard Cheyenne, Wyoming 82009, and Laramie County, Wyoming (County), whose address is: P.O. Box 608, Cheyenne, Wyoming 82003.
2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Agreement between WYDOT and the County. The purpose of this Amendment is to: a) extend the term of the Agreement through February 4, 2025; and b) amend the responsibilities of the County.

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

Amendment One, dated May 23, 2022, amended the original Agreement to: a) increase the County fees for snow removal; b) extend the term of the Agreement; and c) amend the responsibilities of the County.

Amendment Two, dated June 26, 2023, amended the original Agreement to extend the term of the Agreement to February 4, 2024.

3. **Term of the Amendment.** This Amendment shall commence on February 4, 2024 or upon the date the last required signature is affixed hereto, whichever is later (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. The second sentence of Section II of the original Agreement is hereby amended to read as follows:

“The term of the Agreement is from February 23, 2004, through February 4, 2025.”
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 B, which was attached to the original Agreement, is superseded and replaced by Attachment C, 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 C”.

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; Amendment One, consisting of three (3) pages; Attachment B, consisting of one (1) page; Amendment Two, consisting of three (3) pages; this Amendment Three, consisting of three (3) pages; and Attachment C, consisting of one (1) page, represent the entire and integrated Agreement between the parties and shall 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

Mark J. Gillett, P.E., Chief Engineer

Date

ATTEST:

Caitlin Casner, Secretary
Transportation Commission of Wyoming

Date

COUNTY:

Laramie County, Wyoming

Laramie County Commissioners

Date

ATTEST:

Laramie County Clerk

Deputy Attorney
Representing Laramie County

Date

2/27/24

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General
Representing WYDOT

1/19/24

Date

AGREEMENT FOR EXTRAORDINARY SNOW REMOVAL
AND EXTRAORDINARY MAINTENANCE

From February 4, 2024 through February 4, 2025 (or remainder of the term) at the following rates:

Equipment Code	Equipment Description	Straight Time	Over Time
1.	Motor graders, Caterpillar 140 or John Deere 672 GP w/V-Plow	\$167.74	\$184.51
2.	Front-End Loader, Caterpillar 962M or 962G	\$109.99	\$120.99
3.	12 Cubic Yard Dump Truck w/plow & sander	\$94.94	\$104.43
4.	Backhoe, Caterpillar 420E	\$91.69	\$100.86
5.	Skid Steer, Caterpillar 257B, 272D, or 289C with bucket or broom	\$78.88	\$86.77
6.	¾-Ton Pickup Truck with snow plow	\$27.78	\$30.56
7.	1-Ton Pickup Truck with snow plow	\$31.81	\$34.99
8.	Flatbed Trailer	\$48.17	\$52.99
9.	Kubota RTV with snowplow or broom	\$71.14	\$78.25
10.	John Deere Mower with broom, plow, or snow blower	\$31.25	\$34.38
11.	Ventrac tractor with broom, plow, or snow blower	\$31.25	\$34.38

- Above per hour equipment costs include an operator



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

January 4, 2024

Laramie County Public Works
13797 Prairie Center Cir.
Cheyenne, WY 82001

Hello:

Enclosed herewith is the fourth contract extension for furnishing, **SNOW REMOVAL ON SIDEWALKS ON SOUTH GREELEY HIGHWAY BETWEEN COLLEGE DRIVE AND FOX FARM ROAD, CHEYENNE, WYOMING**, on an annual contract basis, for the Wyoming Department of Transportation, per the terms, conditions and prices of the agreement between the Wyoming Department of Transportation and Laramie County Public Works.

Please sign the attached extension to signify your company's acceptance of the contract extension, and E-Mail it back, no later than **January 18, 2023** to:

WYOMING DEPARTMENT OF TRANSPORTATION
EMAIL ADDRESS: dot-procurement-services@wyo.gov

Sincerely,

Nicholas Gronski

Nicholas Gronski
Procurement Services Manager

NG/sc

cc: Contract File
General File



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

FOURTH CONTRACT EXTENSION

Whereas the contract for furnishing **SNOW REMOVAL ON SIDEWALKS ON SOUTH GREELEY HIGHWAY BETWEEN COLLEGE DRIVE AND FOX FARM ROAD, CHEYENNE, WYOMING**, for the Wyoming Department of Transportation, in accordance with Purchase Contract No. PC001469AC, which will expire on February 4, 2024; we the undersigned agree to extend this contract for one (1) additional year, through February 4, 2025, in accordance with the extension option in the above referenced bid.

Company:

Laramie County Public Works
13797 Prairie Center Cir.
Cheyenne, WY 82001

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

Authorized Representative

Authorized Signature

Title

Date

**Wyoming Department of Transportation
"Department":**

By: _____
Nicholas Gronski
Procurement Services Manager

Date: _____






PC001469AC 4th Extension

Final Audit Report

2024-01-04

Created:	2024-01-04
By:	Stacey Cox (Stacey.Cox@wyo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI5JZLsW4I8wdW-fCQAfuUu4fBGWaswZv

"PC001469AC 4th Extension" History

-  Document created by Stacey Cox (Stacey.Cox@wyo.gov)
2024-01-04 - 9:41:30 PM GMT
-  Document emailed to Nicholas Gronski (nicholas.gronski2@wyo.gov) for signature
2024-01-04 - 9:41:40 PM GMT
-  Email viewed by Nicholas Gronski (nicholas.gronski2@wyo.gov)
2024-01-04 - 9:44:15 PM GMT
-  Document e-signed by Nicholas Gronski (nicholas.gronski2@wyo.gov)
Signature Date: 2024-01-04 - 9:44:29 PM GMT - Time Source: server
-  Agreement completed.
2024-01-04 - 9:44:29 PM GMT