

RESOLUTION NO. 2020-22

A RESOLUTION ACCEPTING AND APPROVING AMENDMENT ONE TO THE COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AMENDMENT ONE ON BEHALF OF THE CITY.

WHEREAS, on or about June 26, 2014, the Wyoming Department of Transportation and the City of Rock Springs entered into a Cooperative Agreement which provided for the reconstruction of Interchange Road in the City of Rock Springs for the total Agreement amount of Nine Million, Nine Hundred Twelve Thousand, Eight Hundred Fifty-Four Dollars (\$9,912,854.00); and,

WHEREAS, the purpose of this Amendment is to: a) amend the Indirect Cost Allocation Plan rate in the Cooperative Agreement; b) amend the funding breakdown; and, c) increase the total Agreement dollar amount by Nine Million, Ninety-Four Thousand, Three Hundred Dollars (\$9,094,300.00) for a total project cost of Nineteen Million, Seven Thousand, One Hundred Fifty-Four Dollars (\$19,007,154.00), by replacing Exhibit "B" in the original Cooperative Agreement with Exhibit "B-1" ; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Amendment One before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That Amendment One to the Cooperative Agreement with the Wyoming Department of Transportation, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said Amendment One on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attest to said Amendment One, and to attach to said Amendment One, a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2020.

President of the Council

Attest:

Mayor

City Clerk



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

January 16, 2020

Ted Wells, P.E.
District Construction Engineer
Rock Springs

Amendment One
Cooperative Agreement
Federal Project STPU B123014
Rock Springs Streets-Interchange Road
Sweetwater County

Dear Ted:

Attached please find a copy for your information and two originals of Amendment One to the Cooperative Agreement for the above-mentioned project. Please have the City sign both originals and return them to my attention to finish the execution process.

Once we have fully executed originals, I will return an original to the City and email pdf copies to the District for your files.

Sincerely,

Janice Burlew
Agreements Coordinator
Grants and Contracts Policy Program

Enclosures

cc: Pete Stinchcomb, P.E., Resident Engineer, Rock Springs

**AMENDMENT ONE
TO THE COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF ROCK SPRINGS**

Federal Project STPU B123014
Rock Springs Streets-Interchange Road
Sweetwater 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 the City of Rock Springs (City), whose address is 212 D Street, Rock Springs, Wyoming 82901.
2. **Purpose of this Amendment.** This Amendment shall constitute the first Amendment to the original Agreement between WYDOT and the City. The purpose of this Amendment is to: a) amend the Indirect Cost Allocation Plan (ICAP) rate in Agreement; b) amend the funding breakdown and c) increase the total Agreement dollar amount by nine million, ninety-four thousand, three hundred dollars (\$9,094,300.00) for a total project cost of nineteen million, seven thousand, one hundred fifty-four dollars (\$19,007,154.00), by replacing Exhibit "B" with Exhibit "B-1".

The Original Agreement dated June 26, 2014 provided for the reconstruction of Interchange Road in the City of Rock Springs for the total Agreement amount of nine million, nine hundred twelve thousand, eight hundred fifty-four dollars (\$9,912,854.00).

3. **Term of 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 or rule or regulation.
4. **Amendments.**
 - A. As of the Effective Date of this Amendment, Exhibit "B", which was attached to the original Agreement, is superseded and replaced by Exhibit "B-1", which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to Exhibit "B" in the original Agreement, and any amendments thereto, are amended to read Exhibit "B-1".
5. **Amended Responsibilities of the Parties.**

- A. Section 5(d) and (e) of the original Agreement are hereby amended in their entireties to read as follows:

- “d.** The City agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602 for the construction, which estimated costs are more particularly set forth on the Exhibit “B-1”. 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, 2020 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, as shown on the Exhibit “B-1”. WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties.

No payment shall be made for work performed before the Effective Date of this Agreement.

- e.** Subrecipients shall provide your Data Universal Numbering System (DUNS) number to WYDOT until December 2020. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Effective December 2020 the DUNS number will be changing to the Unique Entity Identifier (UEI). Entities will go to the System for Award Management (SAM.gov) to request an UEI and register their entity to do business with the United States Government. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. “

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 between WYDOT and the City, 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 City 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 (8) eight pages; Attachment "A", Final Reconnaissance Report, consisting of thirteen (13) pages; Exhibit "A", Location Map, consisting of two (2) pages; Exhibit "B", Summary of Project Costs, consisting of one (1) page; this Amendment One, consisting of four (4) pages; and Exhibit "B-1", 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.

"THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK"

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).

CITY:
CITY OF ROCK SPRINGS, WYOMING

Timothy A. Kaumo, Mayor

Date


WYDOT:
WYOMING DEPARTMENT
OF TRANSPORTATION

Shelby G. Carlson, P.E., Chief Engineer

Date

Approved as to form:

By:

 # 198673
Alysia Goldman
Assistant Attorney General
State of Wyoming
1/15/2020

Date amendment prepared: 1-8-2020

EXHIBIT "B-1"

Amended Summary of Project Costs-December 10, 2019

Federal Project STPU B123014
Rock Springs Streets-Interchange Road
Sweetwater County

Costs were prepared by WYDOT.

<u>Item</u>		<u>Cost</u>	
Estimated Construction and Bridge Costs	=	\$12,056,824.00	
Preliminary Engineering	=	2,060,639.00	
Construction Engineering	=	1,471,029.00	
Right-of-Way Acquisition	=	535,070.00	
Utility Adjustments	=	<u>1,000,000.00</u>	
Total Direct Costs	=	\$17,123,562.00	[1]
Indirect Cost Allocation Plan (ICAP) (17,123,562.00) (0.1100)	=	<u>1,883,592.00</u>	[2]
Total Project Costs = [1] + [2]	=	<u>\$19,007,154.00</u>	[3]
<u>Funding Breakdown:</u>			
WYDOT's Maximum Federal Urban funding	=	7,201,308.00	[4]
Infrastructure for Rebuilding America (INFRA) Grant	=	6,289,221.00	[5]
City's Participation	=	<u>5,516,625.00</u>	[6]
Total Project Costs = [4] + [5] + [6]	=	<u>\$19,007,154.00</u>	

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

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