



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



March 30, 2023

City of Lander
Attention: RaJean Fossen
240 Lincoln Street
Lander, WY 82520

RE: Agreement Amendment - FY2023 Transportation Alternatives Program (TAP) Project CD23513

Dear Mrs. Fossen,

Enclosed you will find Amendment Number One to the Fiscal Year 2023 TAP Agreement for the Baldwin Creek, South 9th Complete Street project. Please have the Mayor, along with an attest, sign both copies and mail them back to my office for processing. *The Amendment must be originals and can not be emailed.* Once the Amendment is fully executed, you will be mailed an original copy for your records.

This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.

If you have any questions, please feel free to contact me at 307-777-4179 or samuel.brackett@wyo.gov.

Sincerely,

Sam Brackett
Local Government Specialist

Enclosures

**AMENDMENT NUMBER ONE
TO THE TRANSPORTATION ALTERNATIVES PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF LANDER**

Federal Award Information - Required by 2 CFR § 200.332

Subrecipient Name: City of Lander	Subrecipient SAM UEI: J4WELFKSSKJ3
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: Term Start Date through December 31, 2025	Budget Period Start and End Date: Term Start Date through September 30, 2026
Federal Award this Agreement: \$0.00	Total Federal Award to Subrecipient: \$1,131,125.00
Total Federal Award: \$1,250,000.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Sam Brackett Telephone: 307-777-4179 Email: samuel.brackett@wyo.gov
Subrecipient Contact: RaJean Fossen Phone: 307-332-2870 Email: rsfossen@landerwyoming.org	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Baldwin Creek, South 9th Complete Street	Recipient County: Fremont
Agreement No.: CD 0.00 CD23513	Project No.: CD23513

- 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 the City of Lander (Subrecipient), whose address is: 240 Lincoln Street, Lander, Wyoming 82520.



2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the Subrecipient. The purpose of this Amendment is to amend the Buy America Provisions.

The original Agreement, dated December 20, 2022, required the Subrecipient to construct a five (5) to eight (8) foot wide, eleven thousand six hundred sixteen (11616) foot concrete sidewalk for a total project cost not to exceed one million two hundred fifty thousand dollars (\$1,250,000.00), of which one million one hundred thirty-one thousand one hundred twenty-five dollars (\$1,131,125.00) shall be borne by WYDOT and one hundred eighteen thousand eight hundred seventy-five dollars (\$118,875.00) shall be borne by the Subrecipient, with an expiration date of December 31, 2025 and a Period of Performance End Date of December 31, 2025.

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 4 (D)(iv) of the original Agreement is hereby amended in its entirety to read as follows:

“(iv) Buy America Provisions: requires the use of American steel, iron products, manufactured products, and construction materials associated with this project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, §11513 and § 70911, et seq.”

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient 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 Subrecipient, 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 Subrecipient 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 eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; Attachment B, Map, consisting of two (2) pages; Attachment C, Form FHWA-1273, consisting of thirteen (13) pages; and this Amendment One, consisting of four (4) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment Number One, either personally or 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.

The effective date of this Amendment is the date of the signature last affixed to this page.

ATTEST:

City of Lander:

Name

By: _____

Monte Richardson, Mayor

Title

Date

(SEAL)

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____

Mark Wingate, P.E., Systems Planning
Engineer

Date

Approved as to form:

By: _____

[Handwritten Signature] *03/09/23*
229711

For: Alysia Goldman
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: March 9, 2023

