

ADDENDUM TO PROPOSAL and CHANGE ORDER No. 2
For
ARCHER PARKWAY ADDITIONAL SIDEWALK
Between
LARAMIE COUNTY and KNIFE RIVER, and MDU Resources Company

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Knife River (CONTRACTOR) P.O. Box 20150, Cheyenne, Wyoming 82003. (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Proposal and Change Order (hereinafter "Agreement), attached and incorporated herein, between the parties for sidewalk addition to Archer Parkway, located at 3801 Archer Parkway, Cheyenne, WY 8200; specifically for the addition of sidewalk at the 'M' building. For purposes of reference and interchangeability: CONTRACTOR is referred to as "Contractor" or "Knife River" in the Agreement and COUNTY is referred to as "Owner" in the Agreement.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR thirty-one thousand two hundred sixty five dollars (\$31,265), for the services of CONTRACTOR detailed in "Attachment A."

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in "Attachment A."

V. MODIFICATIONS

1. Line 19 of Contract Details is hereby removed and addressed in No.16 of General Provisions below, entitled "Limitation on Payment".

All "removed" items under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (2 pages, which incorporates the existing Proposal and Change order(s) of unknown pages, all related to the Archer Parkway Road & Site Improvements Contract dated May 28, 2024) and this Addendum (6 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement and Addendum.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for the COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide the COUNTY with proof of such insurance.

14. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

15. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

16. Limitation on Payment: The COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. By statute invoices are payable within forty-five (45) days of receipt. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the

COUNTY in the event this provision is exercised, and the COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[remainder of page intentionally left blank, signatures on following page]

**For
ARCHER PARKWAY ADDITIONAL SIDEWALK
Between
LARAMIE COUNTY and KNIFE RIVER, and MDU Resources Company**

SIGNATURE PAGE

LARAMIE COUNTY

By: [Signature]
Chairman, Laramie County Board of Commissioners

Date 9/3/2024

ATTEST:



[Signature]
Debra Lee, Laramie County Clerk

Date 9-5-2024

CONTRACTOR: KNIFE RIVER an MDU Resources Company

By: [Signature]

Date 9-3-2024

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]
Laramie County Attorney's Office

Date 9-3-24

Change Order

No. 2

Date of Issuance: 8/26/24

Effective Date: 8/26/24

Project: Archer Parkway Road & Site Improvements	Owner: LARAMIE COUNTY PUBLIC WORKS	Owner's Contract No.:
Contract: Archer Parkway Road & Site Improvements		Date of Contract: 5/28/2024
Contractor: JTL Group Inc. dba Knife River		Engineer's Project No.: 10366432

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Addition of sidewalk at the 'M' Building at the Owner's request & additional contract time as requested by the Contractor

Attachments (list documents supporting change):

4" Sidewalk Proposal from Knife River

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 2,763,990.00

Original Contract Times: Working days Calendar days
Substantial completion (days or date): 60 days or October 15th 2024
Ready for final payment (days or date): 60 days or October 15th 2024

~~Increase~~ [Decrease] from previously approved Change Orders No. 1:

\$ 304,797.00

~~Increase~~ [~~Decrease~~] from previously approved Change Orders No. to No. :
Substantial completion (days): -0-
Ready for final payment (days): -0-

Contract Price prior to this Change Order:

\$ 2,459,193.00

Contract Times prior to this Change Order:
Substantial completion (days or date): 60 days or October 15th 2024
Ready for final payment (days or date): 60 days or October 15th 2024

[Increase] [~~Decrease~~] of this Change Order:


\$ 31,265.00

[Increase] [~~Decrease~~] of this Change Order:
Substantial completion (days or date): End Date Revised to November 8th 2024
Ready for final payment (days or date): End Date Revised to November 8th 2024


Contract Price incorporating this Change Order:

\$ 2,490,458.00

Contract Times with all approved Change Orders:
Substantial completion (days or date): November 8th 2024
Ready for final payment (days or date): November 8th 2024

RECOMMENDED:
By: 
Engineer (Authorized Signature)
Date: 8/26/24

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 8-26-24

Concurrence by Funding Agency: _____

Date: _____



Intermountain Region-Cheyenne Division

PO Box 20150
Cheyenne, WY 82003
(307) 634-5455
(307) 634-0220 Fax

Date : 8-14-24

Project: Archer Parkway Additional Sidewalk

Job #:
Supply Only
Check #:

To: John Poelma

	<u>Bid Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	R&R 4" Sidewalk w/ 4" Base	1850	SF	\$ 16.90	\$31,265.00
	Total			Total Base Bid:	\$31,265.00

CONTRACT DETAILS:

- 1 This proposal is for 2024 work that meets Knife River's schedule.
- 2 **This proposal and notes must be signed and accepted as a part of the contract and to be specified and attached if a special contract form is used.**
- 3 The only items included in this bid are the items listed above. ANY item not specifically listed is EXCLUDED.
- 5 Bid Includes 1 mobilizations for Concrete. Additional Mobilizations beyond Knife River's control are \$500.00 per occurrence.
- 6 **This is NOT a Lump Sum bid. Quantities are approximate and subject to physical measurements. Corrections, if necessary, will be made with unit prices applying.**
- 8 Bid Excludes import of fill or export of any excess excavation.
- 10 Knife River does not warranty design surfaces with less than 2% fall.
- 11 Bid Excludes: Repair of any soft spots in sub-grade or areas that retain water; soil amendments and ground water.
- 13 Proposal is based on City of Cheyenne Specs. NO plans or Specs Provided.
- 14 All Aggregates from an Alluvial source.
- 15 Knife River will work as an open shop.
- 17 Quote is valid for 7 days from date of proposal. If Knife River is not notified within 7 days, pricing is subject to escalation.
- 19 **This project must be paid in full 10 days after completion, not paid when paid by owner.**
- 20 **If not an Established Customer, 50% down payment required.**
- 22 Any private utilities not located by 811 and damage caused from not being located are the responsibility of the owner.
- 23 No night shift or Sundays.

NOTICE TO OWNER:

FAILURE OF THIS PRIME CONTRACTOR OR SUBCONTRACTOR TO PAY THOSE PERSON SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT ON THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO W.S. 29-2-101 THROUGH 29-2-111. TO AVOID THIS RESULT, WHEN PAYING FOR LABOR AND MATERIALS YOU MAY ASK THIS PRIME CONTRACTOR OR SUBCONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Please call if you have any questions.
Knife River 307-634-5455

Matt Humphrey 307-267-3379
Estimator / Project Manager

Acceptance by Owner

This contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities; physical, sensory or mental, and prohibit discrimination against all individuals based on their race, creed, age, color, religion, sex, sexual orientation, gender identity, marital status or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, creed, age, color, religion, sex, sexual orientation, gender identity, marital status, national origin, protected veteran or disability status.