

**ADDENDUM TO DURAMACKS CONSTRUCTION PROPOSAL/AGREEMENT
BETWEEN
LARAMIE COUNTY, WYOMING and DURAMACKS STRUCTURES**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608 ("COUNTY"), and Duramacks Structures, 4060 I80 Service Rd., Burns, Wyoming 82053, ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Duramacks Proposal, including the Terms and Conditions, and Payment Terms, for purposes of building an equipment storage unit for the Public Works Dept., which are incorporated into this Addendum by reference as "Attachment A."

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full and effect until completion of the storage unit at Public Works.

III. MODIFICATIONS

A. The ¶ entitled "POSSESSION AND OCCUPANCY" is omitted and has no further force and effect.

B. The ¶ entitled "SITE CONDITIONS," last sentence is omitted and is of no further force and effect, and is replaced with the following:

"CONTRACTOR shall be responsible for any underground damage to wire or pipes that is caused as a result of CONTRACTOR'S negligence."

C. The Payment Terms is modified to include the following:

"Payment of percentage amounts as outlined in the Payment Terms will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended)."

IV. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of 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.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. 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; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Addendum (5 pages) and Attachment A (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

G. Invalidity: If any provision of this Agreement 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 that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement 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 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions,

gifts or other considerations made contingent upon the award of this Agreement.

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

K. Record Retention: CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data, reports or work, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

L. Governmental/Sovereign Immunity: 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. 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.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless 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 COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

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

O. 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.

P. Force Majeure: Neither party shall be liable to perform under this Agreement 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.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. 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 COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and 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.

R. 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.

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BETWEEN
LARAMIE COUNTY, WYOMING and DURAMCKS STRUCTURES**

Signature Page

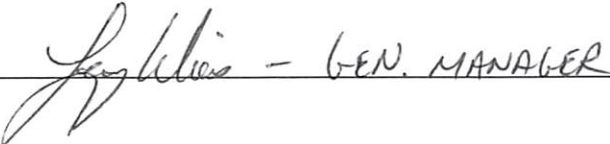
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: DURAMACKS STRUCTURES

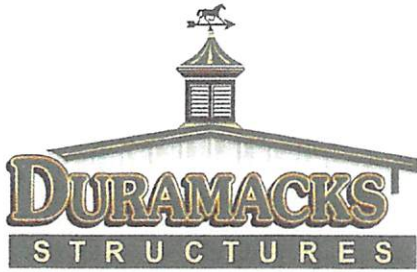
By:  - GEN. MANAGER Date 03-10-20

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Gladys Ayokosok
Deputy Laramie County Attorney

Date 3/12/2020



Leroy Wiens - Sales
Cell # 307-477-3249
Office # 307-635 4333
Fax # 307-635-4666
Email; leroy@duramacks.com
Web; www.duramacks.com

"Craftsmen In Post-Frame & Steel Construction"

Customer – Laramie County Public Works

I would like to personally thank you for your interest in our post-frame buildings! We believe that your building is an investment that should last a life time and beyond! And our goal is to provide you with such a building.

Because of our on-going commitment to excellence, the following specifications are standard in your building quotation:

- Concrete footings
- 60" post embedment
- Glulam posts
- 2x6 wall girts 24" o.c.
- 2x6 pre-engineered trusses 48" o.c.
- 24" eave & 16" gable overhangs
- Commercial grade doors and windows

Once again, thank-you for considering Duramacks Structures post-frame buildings! It is a pleasure to provide you with the following information and quote on your building project! Please review and do not hesitate to contact us with any questions.

Sincerely,

Leroy Wiens - Sales



"Craftsmen In Post-Frame and Steel Construction"

TERMS AND CONDITIONS:

DELINQUENT PAYMENT: In the event payments are not made when due, Customer agrees to pay a delinquency charge equal to interest at a rate of 1.5% per month, from date payment was due to the actual date of payment, together with all costs and expenses of collection.

DEFAULT: If Customer fails to make payments as herein agreed, Contractor shall have the right to stop work or terminate this contract and is entitled to receive payment for all work performed.

POSSESSION AND OCCUPANCY: Customer agrees that Customer is not entitled to occupancy of the building until the total contract price has been paid in full.

INSURANCE: Contractor shall carry Comprehensive General Liability Insurance.

Customer is responsible to carry any insurance needed during construction.

PERMITS: Permits are pulled by Customer, unless otherwise stated in contract.

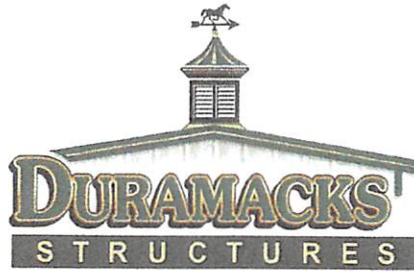
WARRANTY: For a period of one year beginning on the completion date, Contractor warrants to Customer, that the building will be free from defects in workmanship of materials due to negligence in construction.

CHANGES OR ADDITIONS: Any changes or additions to the Contract involving a charge will be made only upon written change order signed by Customer and Contractor.

SITE CONDITIONS: Building pad is not included in quote unless otherwise stated in writing. Any machine rental or fill material brought in to bring pad to level will be an extra charge. Customer shall be responsible to have utilities marked previous to construction. Customer shall also be responsible to mark building site and any no access areas (i.e. drain fields, septic systems). Any extra cost incurred because of abnormal site conditions such as rock, will be an extra cost. Any underground damage to wires or pipes will be the cost of the Customer.

CONCRETE: Contractor shall take all precaution to prepare a proper base for concrete floor, but does not warranty against stress cracks in concrete floor due to typical expansion and contraction.

SITE CLEAN UP: Contractor shall remove all construction debris from job site.



PAYMENT TERMS:

CUSTOMER:

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

CONTRACTOR:

DURAMACKS STRUCTURES
4060 I80 Service Rd
BURNS WY. 82053

PRICE SPECIFICATIONS

BASE BUILDING COST	\$111,700.00
Building Options;	
TOTAL COST WITH OPTIONS	

PAYMENT TERMS ON BASE BUILDING WITH OPTIONS:

20%	\$22,340.00	WHEN CONTRACT IS SIGNED
40%	\$44,680.00	WHEN CONSTRUCTION STARTS
20%	\$22,340.00	WHEN BUILDING IS FRAMED
20%	\$22,340.00	WHEN BUILDING IS COMPLETED

ACCEPTANCE OR PROPOSAL; I have read and understand the above terms and conditions which are satisfactory and accepted.

Customer: _____

Date: _____

Contractor:  _____

Date: FEB 12, 20