ADDENDUM TO WORK PROPOSAL AGREEMENT QUOTE NUMBER# 25Y0330 Between

LARAMIE COUNTY AND RANGE RENOVATIONS CONSULTING, INC.

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, Wyoming 82009 ("COUNTY") on behalf of Laramie County Shooting Sports Complex ("SHOOTING SPORTS"), 13802 Bullseye Blvd., Cheyenne, WY 82009, and Range Renovations Consulting, Inc., 1538 Bear St. Ogilvie, MN 86358 ("RRC") (COUNTY and RRC collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to amend the Work Proposal Agreement Quote Number# 25Y0330 (hereinafter "Agreement"), attached and incorporated herein as "Attachment A." The Agreement is for RRC to remove and install new rubber on two (2) rows of baffles and one (1) row on over trap baffles, dispose of all hazardous rubber, rake and refill supply bins, perform site inspection on the bullet trap for possible deficiencies at SHOOTING SPORTS, 13802 Bullseye Blvd., Cheyenne, WY 82009. The Agreement comprises of a Proposal Cover Sheet dated March 30, 2025 (1 page), Work Proposal Agreement Quote# 25Y0330 (1 page), and Quotation# 4040 (1 page), for a total of three (3) pages. For purposes of reference and interchangeability: RRC is referred to as "RRCI" in the Agreement and COUNTY is referred to as "Customer" 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 RRC sixty-eight thousand nine hundred seventy dollars and zero cents (\$68,970.00) upon satisfactory completion of the services detailed in "Attachment A."

IV. RESPONSIBILITIES OF RRC

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

V. MODIFICATIONS

- 1. Paragraph 3.1 is **removed** in its entirety, COUNTY agrees to pay RRC as upon successful completion of this Agreement, and as outlined below.
- 2. Paragraph 4.1 is **removed** in its entirety, as this Addendum controls modifications.

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

VI. GENERAL PROVISIONS

- 1. <u>Independent Contractor:</u> The services to be performed by RRC are those of an independent contractor and not as an employee of the COUNTY. RRC is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. RRC 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. RRC is free to perform the same or similar services for others.
- 2. <u>Entire Agreement:</u> The Agreement (3 pages) and this Addendum (5 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. <u>Assignment:</u> 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. <u>Modification:</u> This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.
- 5. <u>Termination:</u> 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. <u>Invalidity:</u> 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. <u>Discrimination:</u> 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. <u>ADA Compliance:</u> 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. <u>Third Parties:</u> 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. <u>Indemnification:</u> To the fullest extent permitted by law, RRC 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 RRC for the COUNTY. RRC shall carry liability insurance sufficient to cover its obligations under this provision and provide the COUNTY with proof of such insurance.
- 14. <u>Conflict of Interest:</u> COUNTY and RRC affirm, to their knowledge, no RRC employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of RRC, 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. <u>Limitation on Payment:</u> The 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 RRC, the Agreement may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify RRC 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. <u>Notices:</u> 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. <u>Addendum Controls:</u> 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. <u>Compliance with Law:</u> The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
- 20. <u>Assertion of Agency, Personal Guarantee</u>: By signing below, for RRC, the individual (hereinafter "signor") asserts they have authority to bind RRC to this agreement and that the asserted entity is not defunct or dissolved. If the Company for RRC is a "dba" or trade name, and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by RRC to the COUNTY under this agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement.

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

ADDENDUM TO WORK PROPOSAL AGREEMENT QUOTE NUMBER# 25Y0330 Between LARAMIE COUNTY AND RANGE RENOVATIONS CONSULTING, INC.

SIGNATURE PAGE

LARAMIE COUNTY	
By:Chairman, Laramie County Board of Commissioners	Date
ATTEST:	
By:	Date
Range Renovations Consulting, Inc.	
By: Maris Graham	Date 5/2/2025
This Agreement is effective the date of the last signature affixed to	this page.
REVIEWED AND APPROVED AS TO FORM ONLY:	
By: Laramie County Attorney's Office	Date 5/14/25



RRCI

Range Renovation Consulting Inc. 1538 Bear St. Ogilvie, MN 56358 Ph. 320-362-4094 RRCI68@outlook.com Laramie County Shooting Sports 13802 Bullseye Blvd. Cheyenne, WY 82009 Shawn Puente Cell 307-640-9221 Offc. 307-775-7484

March 30, 2025

Proposal 25Y0330

Rebuild 2 rows of rubber faced baffles.

And 1 row of the over Trap Rubber faced baffle

Dear Shawn,

Attached herewith please find Work Proposal Agreement 25Y0330 for work to be performed at Laramie County Shooting Sports in Chyenne WY. I herewith offer my quotation of \$69,970 for said scope of work. RRCI remove and install new rubber on 2 rows of baffles, and 1 row of an over trap baffles.

Pricing provided for this proposal is valid for 3 months, unless otherwise negotiated.

If this agreement meets with your acceptance and the facility, please sign and date on the space provided on the last page.

Thank you for the opportunity to provide this proposal for this most important project. If you have any questions, please call or email me anytime.

Marie Graham (President),

RRCI

Phone: 320-362-4094

E-mail: RRCI68@outlook.com

Work Proposal Agreement Quote Number# 25Y0330

RRCI is pleased to present the following work proposal agreement for your consideration.

Locations: Laramie County Shooting Sports 13802 Bullseye Blvd Chevene, WY 82009

- 1.1 <u>The Agreement.</u> RRCI will provide all labor, travel expenses, supplies, etc. to perform the work described below. The scheduling of this contract is prescheduled by the customer and RRCI. This scope of work is estimated to take 5-7 working days, as the range will need to be closed to perform the scope of work listed below.
- 2.1 The Work; RRCI will perform the following.

Detail Scope of Work:

RRCI Personnel will perform the following:

- 1. Remove old rubber from 2 rows of baffles and 1 row of the over trap baffles..
- 2. RRCI will Purchase from the manufacturer and install New Rubber sheets on 2 rows of baffles, and 1 row of over trap baffles.
- 3. RRCI will rake and refill supply bins as needed after replacement of Rubber on the over trap baffles.
- RRCI will perform a site inspection on the bullet trap and notify the customer of any possible deficiencies of the granulated Rubber Trap.

Disposal Requirements:

 RRCI will be responsible for the disposal of all hazardous rubber from this project unless the facility has another option.

Staffing Requirements:

RRCI will provide hazmat trained personnel to perform the above scope of work. Such personnel will:

- 1. Be trained supervisors and workers for hazardous wastes.
- 2. Work under a site-specific health and safety plan.
- 3. Perform work under an approved respiratory program.
- 4. Meet medical monitoring programs as defined by federal regulations.

Length of Work

The above Scope of Work is estimated to take 5 - 7 days for the completion of said scope of work on indoor shooting range.

- 3.1 <u>Payment.</u> In consideration of the above, the customer agrees to pay 50% down on approval of the signed contract, Material will be shipped within 30-60 days upon approval of signed Contract, 25% prior to shipping the material and the remainder upon completion and Customer satisfaction of the work performed.
- 4.1 <u>Modifications.</u> Any modifications to this proposal must be completed in writing and signed by both parties. Failure to properly modify this proposal will be considered a breach of contract.

RRCI is pleased to present this agreement for your consideration. If the terms and conditions of this agreement meet with your approval, please sign below.

Phone: 320-362-4094

E-Mail RRCI68@outlook.com

Approved By:
Date:
Prepared by: Marie Graham (President) Range Renovation Consulting Inc. 1538 Bear St.

Ogilvie, MN 56358