

**ADDENDUM TO PROFESSIONAL ARCHITECTURAL
DESIGN SERVICES AGREEMENT
Between
LARAMIE COUNTY AND WINTERS GRIFFITH ARCHITECTS**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Winter Griffith Architects, 2515 Warren Avenue, Suite 504, Cheyenne, WY 82001 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Professional Architectural Design Services Proposal/Agreement for Cheyenne/Laramie County Emergency Management Agency (EMA) dated August 29, 2019, attached and fully incorporated herein as "Attachment A."

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 pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF THE COUNTY

A. COUNTY shall pay CONTRACTOR an amount not exceeding seven thousand dollars (\$7,000.00) for performance of the services described in Attachment A. Payment for CONTRACTOR'S services will be made in accordance with Wyo. Stat. § 16-6-602 (as amended) upon presentation of an itemized invoice to the Laramie County Clerk. Each invoice will be reviewed and approved by the EMA Director after CONTRACTOR provides to COUNTY detailed invoice outlining hours and expenditures related to specific services rendered by CONTRACT

IV. RESPONSIBILITIES OF CONTRACTOR

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

V. ADDITIONAL PROVISIONS

1. 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.

2. Entire Agreement: This Addendum (4 pages) and Attachment A (3 pages) represent

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 Addendum, Attachment A, 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 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; or (c) 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 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: 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 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 insurance sufficient to cover its obligations under this provision, including all insurance required in the attached Exhibit 1: "Insurance Requirements," and shall file certificates of such insurance satisfactory to the County and approved by the County.

13. 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.

14. 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.

15. 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 affected 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.

16. 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.

17. 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.

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

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

WINTERS GRIFFITH ARCHITECTS

By:  Date 9/11/19
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 9/16/19
Laramie County Attorney's Office

August 29, 2019

Jeanine West
Director
Cheyenne/Laramie County Emergency Management
3962 Field Station Rd, Cheyenne, WY 82007
307-633-4333

RE: **Professional Architectural Design Services**

Dear Jeanine,

We are pleased to provide you with a proposal for providing conceptual design services for the future Laramie County Emergency Management / Health Department storage facility.

PROJECT UNDERSTANDING

The project consists of a preparing conceptual drawings and construction cost estimate of your new storage building. These plans and estimate will allow you to prepare a project budget for the purpose of seeking project funding through grants or other funding sources.

The storage facility is primarily an emergency vehicle storage facility as well as general storage for other materials and supplies. The Emergency Management department shares the storage facility with the Health Department as both agencies have similar vehicle and emergency supply storage needs. The facility is to have restrooms and secure storage rooms. The facility also functions as a training and emergency operations facility.

We will meet with you and discuss your needs, document your existing vehicles, current storage quantities and discuss your needs for storage in the future.

WGA will review the applicable building and life safety codes to determine if fire walls/separations, automatic fire suppression systems or any other life safety requirements are needed.

At this time, we are not hiring engineering consultants for mechanical, electrical, civil, structural design. Typically, those services are acquired after the schematic design phase once you obtain project funding.

SCOPE OF DESIGN SERVICES

SCHEMATIC DESIGN

- Verify and review owner project requirements and program needs.
- Prepare schematic plans based on concept plans and meeting discussion, comments, etc.
- Review Owner's program requirements, equipment cutsheets, equipment clearances, etc. for proper space allocation.
- Obtain Owners' approval of conceptual/schematic design prior to moving forward with construction cost estimate.
- Prepare final illustrated schematic plans and estimate.

FEE BASIS

We propose an hourly, Not-To-Exceed Fee of **\$5,400** (Five Thousand Four Hundred Dollars) for our Scope of Work outlined above. Reimbursable expenses are in addition to our fee basis as listed below. Hourly rates are attached.

REIMBURSABLE EXPENSE

Reimbursable expenses are in addition to compensation for Design Services and include expenses incurred by WGA and WGA's consultants directly related to the Project as follows:

- Outsourced printing, reproductions, plots, and standard form documents. Outsourced printing will be billed at cost.
- Plan Review / Permit Fees
- Trip Mileage/Expenses/Per Diem for any travel required outside of Laramie County WY.

ADDITIONAL SERVICES

Scope change initiated by the Client will be regarded as additional services with compensation negotiated on a case-by-case basis. Such scope change may include:

- Substantial changes to the floor plans, level of finishes, detailing, etc.
- Interior Design Services, Furniture and Fixture Selection and/or FFE Procurement.
- Preparation of advertisements, bid documents, Owner-Contractor contracts, multiple bid packages.
- Preparation of Construction drawings or specifications.
- Construction Administration.

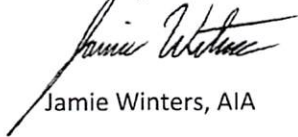
SERVICES BY CLIENT

In order for WGA to perform these services the Client will endeavor to furnish the following:

1. List of Owner furnished items (equipment, casework, etc.) and any related connections or requirements.
2. Special equipment needs and requirements to be coordinated within the design.

Please feel free to contact us with any questions or to start the design process.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Winters", is written over a diagonal line that extends from the bottom left towards the center.

Jamie Winters, AIA

X

Owner