

**AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN THE CITY OF  
LARAMIE, WYOMING AND DWEL, INC. FOR PROFESSIONAL DESIGN,  
ENGINEERING AND ARCHITECTURAL SERVICES FOR THE FOOD  
PANTRY EXPANSION AT LARAMIE INTERFAITH**

**1. Parties.** This Amendment is made and entered into this 17<sup>th</sup> day of August 2021 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 406 Iverson Avenue, Laramie, Wyoming 82070 and Dwel, Inc., a Wyoming corporation (hereinafter referred to as “Consultant”) whose address is 515 Iverson Avenue, Suite 104, Laramie, Wyoming 82070.

**2. Purpose of Amendment.** This Amendment shall constitute the first amendment to the Original Agreement between City and Consultant which was duly executed on the 15<sup>th</sup> day of September 2020 for Consultant to provide professional pre-design, schematic design, design development, construction manager at risk selection assistance, federal labor funding administration and compliance, construction documents, construction administration, Federal and project closeout for the food pantry expansion at Laramie Interfaith in Laramie, Wyoming. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

**3. Additional Terms of Agreement.** It is mutually agreed by and between the parties to revise the following paragraphs in the Original Contract to read as follows.

**3. Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution through June 30, 2022, unless otherwise terminated or extended as outlined herein.

**4. Payment.**

**A. Contact Sum.**

- (i) City agrees to pay Consultant for the services described in Paragraph 5 herein. The Consultant shall provide services in Paragraph 5 herein for the total project maximum fee of Thirty-Five Thousand Nine Hundred Twenty Dollars (\$35,920) Payment shall be payable to Consultant upon receipt of the invoice for the services herein. In the event conflicts exist between the Request for Qualifications and this Contract, the terms of this Contract shall control. No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Contract or the date Consultant receives a Notice to Proceed, whichever occurs later.).

**4. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Contract between the City and Consultant shall remain unchanged and in full force and effect.

**5. Entirety of Amendment.** This Amendment, consisting of three (3) pages including Attachment A, entitled Project Change Order No. 1 and presents the entire and integrated Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral concerning the subject hereof.

**IN WITNESS WHEREOF**, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Consultant has signed and executed this Agreement, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

By: \_\_\_\_\_  
Paul Weaver, Mayor & President  
City of Laramie, City Council

Attest: \_\_\_\_\_  
Nancy Bartholomew, City Clerk

**Dwel, Inc.:**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

July 8, 2021

Todd Feezer  
City of Laramie  
P.O. Box C  
Laramie, WY 82073

Mr. Feezer:

Dwel, Inc. respectfully requests an increase in the contract amount of our service agreement for the Interfaith Food Pantry Addition to cover additional time required to re-issue the bid documents, second Pre-bid meeting and on-site tours, questions review and addendum preparation for second bid, review and recommend a second bids, as well as to cover time overages from the original bid for negotiations trying to get the project into a reasonable budget. The requested increase amount is \$2,260.

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Christie M. Roberts, PE  
President, Dwel, Inc.

