AMENDMENT ONE
TO THE
PROJECT AGREEMENT BETWEEN
THE WYOMING STATE CONSTRUCTION DEPARTMENT,
SCHOOL FACILITIES DIVISION
AND
SCHOOL DISTRICT NAME
FOR THE CONSTRUCTION OF [PROJECT NAME]
PROJECT NO. [PROJECT NUMBER]

1. **Parties.** This Amendment is made and entered into by and between the Wyoming State Construction Department, School Facilities Division (SCD), whose address is 700 W 21st Street, Cheyenne, WY 82002, and School District Name, (the District), whose address is Street, City, WY 82201.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement (Agreement) between the SCD and the District. The purpose of this Amendment is to clarify the State's funding obligations under the Agreement.

The original Agreement, dated Month XX, 2022, set forth the terms and conditions for the funding of the design and construction of the Project Title (Project).

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

A. *[Insert changes. Example: Subsection 4.C of the original Agreement is hereby amended in its entirety to read as follows:*

> ***"C.*** *The amounts in Amended Exhibit A, incorporated by reference into this Agreement, are the only available funds for each aspect of the Project (State Funds) and shall not be construed to be an entitlement or guaranteed amount. Neither the State of Wyoming nor the SCD shall be liable for any costs in excess of the available State Funds and the District shall be responsible for securing funding for any costs in excess of the amount of the State Funds. The District may use Major Maintenance funds available to it for costs in excess of the amount of State Funds, provided such costs are eligible expenditures under State statute and Commission Rule. All Major Maintenance funded work (supplemental to the project) shall be approved through major maintenance work order(s). The District shall enter into a contract with the design professional for the design of funded work (SFC and enhancements)."*

B. *As of the Effective Date of this Amendment, Exhibit A, which was attached to the original Agreement, is superseded and replaced by Amended Exhibit A, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Exhibit A" in the original Agreement, and in any amendments thereto, are amended to read: "Amended Exhibit A".*

5. Special Provisions.

A. Same Terms and Conditions. With the exception of those provisions explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the SCD and the District, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the District of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the SCD.

6. General Provisions.

A. Entirety of Contract. The original Agreement, consisting of seven (7) pages; Exhibit A, consisting of one (1) page; Exhibit B, consisting of one (1) page; this Amendment One, consisting of three (3) pages; and Amended Exhibit A, consisting of one (1) page; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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6. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

WYOMING STATE CONSTRUCTION DEPARTMENT, SCHOOL FACILITIES DIVISION

_____ _____
John Rexius, Construction Management Supervisor Date

_____ _____
Shelby Carlson, P.E., Division Administrator Date

SCHOOL DISTRICT NAME

_____ _____
[NAME], Superintendent or Superintendent's Representative Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Tyler M. Renner, Supervising Attorney General Date