ADDENDUM

CURRENT WORK

Both parties warrant and acknowledge that the City presently has contracted out for the replacement of sewer lines. MWT wishes to install conduit in these open trenches contemporaneously with the installation of the new sewer lines. MWT shall be allowed to do so only so long as its work will not impede that of the City's contractor. If, in the City's sole discretion, MWT's work interferes with or delays the sewer contractor's work, the City may terminate this MOU by providing 24 hours' notice to MWT.

ASSUMPTION OF RISK

MWT hereby warrants that at the present time, no franchise agreement exists between the City and MWT. Should the parties fail to come to an agreement, MWT shall not be entitled to remove the property it installs and said property shall be deemed abandoned and become the property of the City.

INDEMNITY

MWT shall defend, indemnify and hold harmless City and its directors, officers, employees, agents, from and against any losses, damages, liabilities, suits and expenses (including reasonable attorneys' fees) (collectively, "Losses") attributable to third party claims for bodily injury or property damage, but only if such Losses were caused by, or resulted from, a negligent act or omission or willful misconduct of MWT or its employees or representatives.

SOVEREIGN IMMUNITY/ GOVERNMENTAL CLAIMS

The City does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the City under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

INTERPRETATION

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable only in the courts of Wyoming and the Eighth Judicial District.

INCORPORATION OF ADDENDUM INTO ORIGINAL CONTRACTUAL ARRANGEMENT

The signing of this Standard Addendum shall incorporate the Addendum into the original contractual arrangement between the parties. It is further intended that in the event of any inconsistency between the Agreement and its other attachments and the Standard Addendum, that the terms of the Standard Addendum be construed as final and binding.

City of Douglas, Wyoming	**MWT**
_____	_____
Signature Date	Signature Date
_____	_____
Name/Title	Name/Title