

**AMENDMENT NUMBER TWO
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LARAMIE, WYOMING AND
WESTERN STATES FIRE PROTECTION CO. FOR FACILITIES FIRE ALARM
AND SUPPRESSION EQUIPMENT PREVENTIVE MAINTENANCE AND
SERVICE**

1. Parties. This Amendment is made and entered into this ____ day of June 2021 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 406 Ivinson Street, Laramie, Wyoming 82070 and Western States Fire Protection Co., (hereinafter referred to as “Contractor”), whose address is 1717 Heath Parkway, Fort Collins, Colorado 80524.

2. Purpose of Amendment. This Amendment shall constitute the second amendment to the Original Agreement between City and Contractor which was duly executed on the 7th day of February 2017 for contractor to provide professional preventive maintenance and service on facility fire alarm and suppression equipment owned by the City of Laramie. 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. The term of the Contract is from the date of execution of this Contract through June 30, 2022. The term of this Contract may be extended through mutual agreement of the parties by the amount of time caused by any delays in the work, which were caused through no fault of Contractor.

4. Payment. City agrees to pay the contractor for the services as more fully described in Attachment A, entitled Proposal, which is attached hereto and incorporated herein. The total payment for the preventive maintenance and service under this Contract Amendment shall not exceed eighteen thousand three hundred dollars (\$18,300.00) over the term of this amended agreement.

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 Contractor shall remain unchanged and in full force and effect.

5. Entirety of Amendment. This Amendment, consisting of three (3) pages, including Attachment A, consisting of nine (9) pages entitled Proposal, and dated February 26, 2019, 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.

INTENTIONALLY LEFT BLANK

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 Contractor has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Paul Weaver, Mayor

Attest: _____
Nancy Bartholomew, City Clerk

WESTERN STATES FIRE PROTECTION CO.

By: _____

Title: _____

Attest: _____
Witness

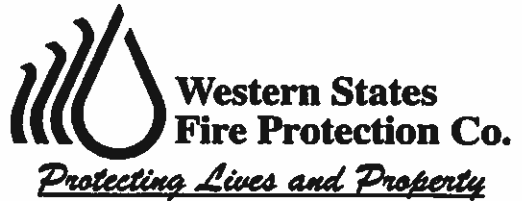
ATTACHMENT A

1717 Heath Parkway, Fort Collins, CO 80524

Phone 970-472-5205 • Fax: 970-416-8886

PROPOSAL

RESPECTFULLY SUBMITTED TO:



Date: 2/26/19

Company name: City of Laramie - Office of the Facilities Maintenance Manager

Address: 920 Boulder Drive Laramie, WY

Tel: _____

Fax: _____

Name and location of work site: RECREATION CENTER - 920 BOULDER DRIVE

DESCRIPTION	QTY	UNIT COST	TOTAL
ANNUAL FIRE SPRINKLER INSPECTION:			
Year One	1	\$ 430.00	\$ 430.00
Year Two	1	\$ 430.00	\$ 430.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
ANNUAL FIRE ALARM INSPECTION:			
Year One	1	\$ 395.00	\$ 395.00
Year Two	1	\$ 395.00	\$ 395.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
Sub-Total			
Total			\$ 1,650.00

All prices good for 90 days. Payment shall be net 15 days upon completion and acceptance of said services. Any unpaid balance shall be subject to a 1.5% interest charge per month after due date with a maximum interest charge of 18%. Western States Fire Protection reserves the right to charge a fee of \$25.00 for each returned check tendered as payment. The customer agrees that any dispute arising with the agreement will be resolved in accordance with the laws of the State of Colorado without reference to its rules. By signature below, the client acknowledges and agrees to all terms as stated here.

Prepared by: _____ 2/26/2019

Accepted by: _____ Date: _____

Mark Peterson _____
Inspections

Name Title

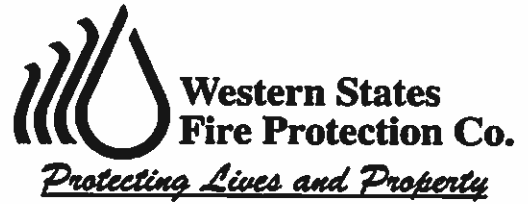
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PROPOSAL

RESPECTFULLY SUBMITTED TO:



Date: 2/26/19

Company name: City of Laramie - Office of the Facilities Maintenance Manager

Address: 920 Boulder Drive Laramie, WY

Tel: _____

Fax: _____

Name and location of work site: PD EVIDENCE BLDG. - 620 PLAZA COURT

DESCRIPTION	QTY	UNIT COST	TOTAL
ANNUAL / SEMI ANNUAL CLEAN AGENT INSPECTION			
Year One (Performed Twice a Year)	2	\$ 975.00	\$ 1,950.00
Year Two (Performed Twice a Year)	2	\$ 975.00	\$ 1,950.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
		Sub-Total	
		Total	\$ 3,900.00

All prices good for 90 days. Payment shall be net 15 days upon completion and acceptance of said services. Any unpaid balance shall be subject to a 1.5% interest charge per month after due date with a maximum interest charge of 18%. Western States Fire Protection reserves the right to charge a fee of \$25.00 for each returned check tendered as payment. The customer agrees that any dispute arising with the agreement will be resolved in accordance with the laws of the State of Colorado without reference to its rules. By signature below, the client acknowledges and agrees to all terms as stated here.

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Name Title

ATTACHMENT A

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Phone 970-472-5205 • Fax: 970-416-8886

PROPOSAL

RESPECTFULLY SUBMITTED TO:



Date: 2/26/19

Company name: City of Laramie - Office of the Facilities Maintenance Manager

Address: 920 Boulder Drive Laramie, WY

Tel: _____

Fax: _____

Name and location of work site: FIRE STATION # 3 - 1167 JEFFERSON

DESCRIPTION	QTY	UNIT COST	TOTAL
ANNUAL FIRE SPRINKLER INSPECTION:			
Year One	1	\$ 435.00	\$ 435.00
Year Two	1	\$ 435.00	\$ 435.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
ANNUAL FIRE ALARM INSPECTION:			
Year One	1	\$ 395.00	\$ 395.00
Year Two	1	\$ 395.00	\$ 395.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
		Sub-Total	
		Total	\$ 1,660.00

All prices good for 90 days. Payment shall be net 15 days upon completion and acceptance of said services. Any unpaid balance shall be subject to a 1.5% interest charge per month after due date with a maximum interest charge of 18%. Western States Fire Protection reserves the right to charge a fee of \$25.00 for each returned check tendered as payment. The customer agrees that any dispute arising with the agreement will be resolved in accordance with the laws of the State of Colorado without reference to its rules. By signature below, the client acknowledges and agrees to all terms as stated here.

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Accepted by: _____ Date: _____

Mark Peterson _____
Inspections

Name Title

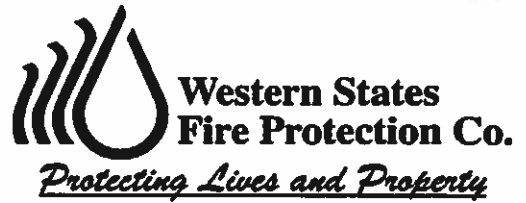
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PROPOSAL

RESPECTFULLY SUBMITTED TO:



Date: 2/26/19

Company name: City of Laramie - Office of the Facilities Maintenance Manager

Address: 920 Boulder Drive Laramie, WY

Tel: _____

Fax: _____

Name and location of work site: CITY HALL ANNEX - 405 GRAND AVE.

DESCRIPTION	QTY	UNIT COST	TOTAL
ANNUAL FIRE SPRINKLER INSPECTION:			
Year One	1	\$ 290.00	\$ 290.00
Year Two	1	\$ 290.00	\$ 290.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
ANNUAL FIRE ALARM INSPECTION:			
Year One	1	\$ 395.00	\$ 395.00
Year Two	1	\$ 395.00	\$ 395.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
		Sub-Total	
		Total	\$ 1,370.00

All prices good for 90 days. Payment shall be net 15 days upon completion and acceptance of said services. Any unpaid balance shall be subject to a 1.5% interest charge per month after due date with a maximum interest charge of 18%. Western States Fire Protection reserves the right to charge a fee of \$25.00 for each returned check tendered as payment. The customer agrees that any dispute arising with the agreement will be resolved in accordance with the laws of the State of Colorado without reference to its rules. By signature below, the client acknowledges and agrees to all terms as stated here.

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Accepted by: _____ Date: _____

Mark Peterson _____
Inspections

Name Title

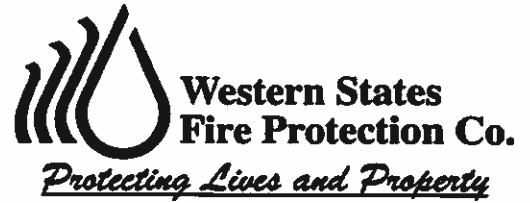
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Date: 2/26/19

Company name: City of Laramie - Office of the Facilities Maintenance Manager

Address: 920 Boulder Drive Laramie, WY

Tel: _____

Fax: _____

Name and location of work site: TRIHYRO WEST WING - 1364 WEST COMMERCE DR.

DESCRIPTION	QTY	UNIT COST	TOTAL
ANNUAL FIRE SPRINKLER INSPECTION:			
Year One	1	\$ 265.00	\$ 265.00
Year Two	1	\$ 265.00	\$ 265.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
ANNUAL FIRE ALARM INSPECTION:			
Year One	1	\$ 395.00	\$ 395.00
Year Two	1	\$ 395.00	\$ 395.00
<i>*Includes \$15.00 City of Laramie Filing Fee*</i>			
		Sub-Total	
		Total	\$ 1,320.00

All prices good for 90 days. Payment shall be net 15 days upon completion and acceptance of said services. Any unpaid balance shall be subject to a 1.5% interest charge per month after due date with a maximum interest charge of 18%. Western States Fire Protection reserves the right to charge a fee of \$25.00 for each returned check tendered as payment. The customer agrees that any dispute arising with the agreement will be resolved in accordance with the laws of the State of Colorado without reference to its rules. By signature below, the client acknowledges and agrees to all terms as stated here.

Prepared by: _____ 2/26/2019

Accepted by: _____ Date: _____

Mark Peterson _____ Inspections

Name Title

