

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE  
CITY OF LARAMIE, WYOMING  
AND  
WESTERN STATES FIRE PROTECTION CO.**

1. **Parties.** This Contract is made and entered into this 7<sup>th</sup> day of February 2017, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address 406 Iverson 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 Contract.** The purpose of this Contract is for Contractor to provide professional services to provide fire alarm and suppression equipment preventive maintenance and service for the City of Laramie facilities, more fully described in Attachment B, which is attached hereto and incorporated herein. Professional services include, but are not limited to, annual preventive maintenance checks of the City of Laramie facilities fire alarm and fire suppression equipment along with established hourly rates for technician service, established rates for materials and supplies and emergency response service after hours and on weekends. 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. **Term of Contract.** This contract is effective when all parties have executed it and all required approvals have been granted. No services shall be performed, under this contract, prior to the contract effective date. The term of the Contract is from March 1, 2017 through February 28, 2019. This contract may be renewed up to two (2) times for one (1) year periods by agreement of both parties in writing subject to the required approvals.

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 shall not exceed seventeen thousand seven hundred dollars (\$17,700.00) over the term of the agreement.

A. Payments for the preventive maintenance and service shall be payable on an annual basis to Contractor upon receipt of the invoice for the services provided herein. The payment shall cover the cost for those services provided by Contractor as outlined in paragraph 5 herein.

**B.** Payments for repairs and service shall be paid on a monthly basis upon receipt of the invoice for the services provided. The payment shall cover the cost for those services to be provided by Contractor as outlined in paragraph 5 herein. City shall pay any expenses incurred by Contractor for emergency response repairs and materials at the rates specified herein.

**C.** Fire alarm emergency response repair rates are ninety-two dollars (\$92.00) per hour during Monday through Friday between 8:00 a.m. and 5:00 p.m., one hundred and thirty-two dollars (\$132.00) per hour during Monday through Friday 5:00 p.m. to 8:00 a.m. and at any time on Saturday, and one hundred fifty-six dollars (\$156.00) per hour on Sunday or Holidays.

**D.** Fire Suppression emergency response repair rates are one hundred and six dollars (\$106.00) per hour Monday through Friday between 8:00 a.m. and 5:00 p.m., one hundred fifty dollars (\$150.00) per hour during Monday through Friday 5:00 p.m. to 8:00 a.m. and at any time on Saturday, and one hundred seventy-five dollars (\$175.00) per hour on Sunday or Holidays.

**E.** Material and supply markup rates shall be 22% overhead and 10% profit.

**F.** Fuel charge shall be twenty-five dollars (\$25.00) per invoice

**5. Responsibilities of Contractor.** Contractor shall perform the following professional services.

**A.** The Contractor will provide all personnel, equipment, and supplies necessary for the completion of the fire alarm and fire suppression equipment preventive maintenance and service.

**B.** Contractor shall perform one (1) preventive maintenance inspection call per year on City of Laramie owned fire alarm equipment, and one (1) preventive maintenance inspection call per year on City of Laramie owned fire suppression equipment, more fully described in attachment B which is attached hereto and incorporated herein. The specific dates and times for the preventive maintenance service calls shall be scheduled by the Contractor, with five (5) days notice to the City, during regular work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.

**C.** Contractor shall provide, electronically, written documentation of all preventive maintenance and/or emergency response repairs performed on the fire alarm and suppression equipment to the Facilities Maintenance Manager within twelve (12) hours of completing the work.

**D.** Contractor shall provide, electronically, an annual written status report on all fire alarm and suppression equipment for all anticipated necessary repairs

projected within one (1) year along with a professional opinion of probable useful economic life for all fire alarm and suppression equipment.

E. Contractor agrees to provide emergency response service within a maximum of two (2) hours after first notification for the City owned fire alarm and suppression equipment

6. **Responsibilities of City.** City shall cooperate with Contractor in providing any maintenance records, operations and maintenance manuals, and access to the facilities fire alarm and suppression equipment as necessary for Contractor to perform the work described within this contract.

7. **General Provisions.**

7.01. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract must be in writing, executed and signed by all parties to this Contract.

7.02 **Americans with Disabilities Act.** Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.03 **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming. Contractor agrees to appoint a registered agent in Wyoming for service of process, and will notify City in writing of the name and address of the registered agent within fifteen (15) days of effective date of this Contract.

7.04 **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

7.05 **Award of Related Contracts.** City may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractors and City in all such cases.

7.06. **Confidentiality.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by City for its release.

**7.07 Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify City and the sponsoring agencies and shall not be released without prior written approval from City.

**7.08. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

**7.09. Entirety of Contract.** This Contract, consisting of ten (10) pages, including Attachment A, consisting of eleven (11) pages entitled City of Laramie Proposal, and Attachment B consisting of one (1) page entitled City of Laramie Fire Alarm & Suppression Equipment List represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**7.10. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. §9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.

**7.11. Force Majeure.** Neither party shall be liable to the other for incidental, special or consequential damages. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, work interruption or other labor disputes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**7.12. Indemnification.**

**7.12 (a).** Contractor shall indemnify, defend and hold harmless City, their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's negligence and not to the extent caused by others.

7.12 (b). Contractor shall be liable to City for all damages including consequential damages and every expense, cost, exclusive of betterment, attorneys' fees and payment incurred by City as the result of negligence, or negligent acts in any of the services furnished under this Contract.

7.12 (c). Without limitation as to other remedies, which City may have, Contractor will, without additional compensation, correct or revise any errors or deficiencies in its services.

7.13. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the City for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor to incur any obligation of any kind on the behalf of the City or its staff. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

7.14. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. Contractor shall provide the City with a certification under oath that he has not in any way been involved in any gratuities, kickbacks or contingent fees in connection with his selection or ultimate performance under this contract. If the Contractor breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to the City, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

7.15. **Ownership of Documents/Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the property of City.

7.16. **Notice and Approval of Proposed Sale or Transfer of Contractor.** Contractor shall provide City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of Contractor's obligations under this Contract, then City may, at its option, terminate or renegotiate the Contract.

**7.17. Liaison and Notice** City and Contractor's designated representatives are as follows:

**7.17(a).** City's designated representative is Scott Stevenson, Facilities Maintenance Manager, telephone number: (307) 721-3585, cellular telephone (307) 760-6627, facsimile: (307) 721-5284 and e-mail: sstevenson@cityoflaramie.org.

**7.17(b).** Contractor's project representative is Gary W. Cantwell, Service Division Manager, telephone number (970) 472-5205, Fax number (970) 416-8886 and e-mail: gary.cantwell@wsfp.us

**7.17(c).** All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of the postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**7.18. Sovereign Immunity.** The City does not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

**7.19. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**7.20. Termination of Contract.** This Contract may be terminated, for reasons of "non-performance" by either party in accordance with the terms of this contract upon thirty (30) days written notice except as provided in Paragraph . This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. Contractor may, in its sole discretion, temporarily suspend upon written notice this agreement due to the City's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or consultant's technicians (including, but not limited to, City's act of creating or allowing unsafe practices or conditions or failure to authorize necessary repairs or upgrades), contractor may immediately terminate this agreement in its entirety upon written notice.

**7.21. Insurance.** The Contractor shall maintain the following insurance:

**7.21(a). Commercial General Liability Insurance.** The Contractor shall maintain coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Five Hundred

Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

**7.21 (b). Workers Compensation or Employers Liability Insurance.** Contractor shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Contract. Contractor's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required or such other workers compensation insurance as appropriate. Contractor's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Contractor shall also supply proof of workers' compensation and employer's liability insurance on each and every sub contractor before allowing that sub contractor on the job site.

**7.21 (c). Business Automobile Liability.** Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

**7.21 (d). Coverage.** All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

**7.21 (e). City's Right to Reject.** The City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

**7.21 (f). Sub contractors.** The insurance requirements set forth above apply to all Sub contractors. It is Contractor's responsibility to ensure that its Sub contractors meet these insurance requirements. City has the right to review the Certificates of any and all Sub contractors used by the Contractor.

**7.21 (g). Cancellation.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

**7.22. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this

Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of the Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**7.23 Warranty.** Contractor warrants the following:

**7.23 (a).** has the ability to perform the agreed services;

**7.23(b).** shall provide suitable resources to perform work in accordance with agreed services;

**7.23 (c)** will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided; and

**7.23 (d).** shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**7.24. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

**7.25. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**7.26. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**7.27. Availability of Funds** City's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of City's funds which are allocated to pay Contractor. If funds are not allocated and available to pay Contractor for these services, City may terminate this Contract at the end of the period for which the funds are available.

**7.28. Limitation of Payments.** City shall notify Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to City in the event this provision is exercised, and the City shall not



be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit City to terminate this contract in order to acquire similar services from another party. The Contractor shall be paid for all services provided and expenses incurred prior to receipt of any such notification that City was terminating the Contract because of a shortage of funds.

**7.29. Attorney's Fees.** In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

**8. City Policies.** The Contractor acknowledges familiarity with the City Policies as applicable to this contract and listed below:

**8 (a.)** The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

**8 (b.)** Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

**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: 

Andi Summerville, Mayor

Attest:   
Angie Johnson  
City Clerk

**WESTERN STATES FIRE PROTECTION CO.**

By: 

Title: Service Manager

Attest:   
Witness





1717 Heath Parkway, Fort Collins, CO 80524

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

# PROPOSAL

RESPECTFULLY SUBMITTED TO:



**Western States  
Fire Protection Co.**

*Protecting Lives and Property*

Date: 11/30/16

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              |
|------------------------------------------|-----|-----------|--------------------|
| <b>ANNUAL FIRE SPRINKLER INSPECTION:</b> |     |           |                    |
| Year One                                 | 1   | \$ 420.00 | \$ 420.00          |
| Year Two                                 | 1   | \$ 420.00 | \$ 420.00          |
| <b>ANNUAL FIRE ALARM INSPECTION:</b>     |     |           |                    |
| Year One                                 | 1   | \$ 380.00 | \$ 380.00          |
| Year Two                                 | 1   | \$ 380.00 | \$ 380.00          |
| <b>Sub-Total</b>                         |     |           |                    |
| <b>Total</b>                             |     |           | <b>\$ 1,600.00</b> |

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: \_\_\_\_\_ 11/30/2016

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Peterson Inspections

\_\_\_\_\_  
Name Title

1717 Heath Parkway, Fort Collins, CO 80524

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

# PROPOSAL

RESPECTFULLY SUBMITTED TO:



**Western States  
Fire Protection Co.**

*Protecting Lives and Property*

Date: 11/30/16

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: TRIHYDRO WEST WING - 1364 WEST COMMERCE DR.

| DESCRIPTION                       | QTY | UNIT COST | TOTAL       |
|-----------------------------------|-----|-----------|-------------|
| ANNUAL FIRE SPRINKLER INSPECTION: |     |           |             |
| Year One                          | 1   | \$ 250.00 | \$ 250.00   |
| Year Two                          | 1   | \$ 250.00 | \$ 250.00   |
| ANNUAL FIRE ALARM INSPECTION:     |     |           |             |
| Year One                          | 1   | \$ 380.00 | \$ 380.00   |
| Year Two                          | 1   | \$ 380.00 | \$ 380.00   |
| Sub-Total                         |     |           |             |
| Total                             |     |           | \$ 1,260.00 |

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: [Signature] 11/30/2016

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Peterson Inspections

\_\_\_\_\_  
Name Title

1717 Heath Parkway, Fort Collins, CO 80524

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

# PROPOSAL

RESPECTFULLY SUBMITTED TO:



**Western States  
Fire Protection Co.**

*Protecting Lives and Property*

Date: 11/30/16

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: LANDFILL BUILDING - 112 CANYON RD.

| DESCRIPTION                              | QTY | UNIT COST | TOTAL              |
|------------------------------------------|-----|-----------|--------------------|
| <b>ANNUAL FIRE SPRINKLER INSPECTION:</b> |     |           |                    |
| Year One                                 |     | \$ 475.00 | \$ 475.00          |
| Year Two                                 |     | \$ 475.00 | \$ 475.00          |
| <b>ANNUAL FIRE ALARM INSPECTION:</b>     |     |           |                    |
| Year One                                 | 1   | \$ 380.00 | \$ 380.00          |
| Year Two                                 | 1   | \$ 380.00 | \$ 380.00          |
| <b>Sub-Total</b>                         |     |           |                    |
| <b>Total</b>                             |     |           | <b>\$ 1,710.00</b> |

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: \_\_\_\_\_ 11/30/2016

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Mark Peterson Inspections

\_\_\_\_\_  
Name Title

1717 Heath Parkway, Fort Collins, CO 80524

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

# PROPOSAL

RESPECTFULLY SUBMITTED TO:



**Western States  
Fire Protection Co.**

*Protecting Lives and Property*

Date: 11/30/16

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   | \$ 960.00 | \$ 1,920.00 |
| Year Two (Performed Twice a Year)           | 2   | \$ 960.00 | \$ 1,920.00 |
|                                             |     | Sub-Total |             |
|                                             |     | Total     | \$ 3,840.00 |

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: \_\_\_\_\_ 11/30/2016

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Mark Peterson Inspections

\_\_\_\_\_  
Name Title



1717 Heath Parkway, Fort Collins, CO 80524

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

# PROPOSAL

RESPECTFULLY SUBMITTED TO:



Date: 11/30/16

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              |
|------------------------------------------|-----|------------------|--------------------|
| <b>ANNUAL FIRE SPRINKLER INSPECTION:</b> |     |                  |                    |
| Year One                                 | 1   | \$ 415.00        | \$ 415.00          |
| Year Two                                 | 1   | \$ 415.00        | \$ 415.00          |
| <b>ANNUAL FIRE ALARM INSPECTION:</b>     |     |                  |                    |
| Year One                                 | 1   | \$ 380.00        | \$ 380.00          |
| Year Two                                 | 1   | \$ 380.00        | \$ 380.00          |
|                                          |     | <b>Sub-Total</b> |                    |
|                                          |     | <b>Total</b>     | <b>\$ 1,590.00</b> |

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: \_\_\_\_\_ 11/30/2016

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

k Peterson Inspections

\_\_\_\_\_  
Name Title

1717 Heath Parkway, Fort Collins, CO 80524

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

# PROPOSAL

RESPECTFULLY SUBMITTED TO:



**Western States  
Fire Protection Co.**

*Protecting Lives and Property*

Date: 11/30/16

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: ICE ARENA - 3510 GARFIELD ST.

| DESCRIPTION                              | QTY | UNIT COST        | TOTAL              |
|------------------------------------------|-----|------------------|--------------------|
| <b>ANNUAL FIRE SPRINKLER INSPECTION:</b> |     |                  |                    |
| Year One                                 | 1   | \$ 415.00        | \$ 415.00          |
| Year Two                                 | 1   | \$ 415.00        | \$ 415.00          |
| <b>ANNUAL FIRE ALARM INSPECTION:</b>     |     |                  |                    |
| Year One                                 | 1   | \$ 285.00        | \$ 285.00          |
| Year Two                                 | 1   | \$ 285.00        | \$ 285.00          |
|                                          |     | <b>Sub-Total</b> |                    |
|                                          |     | <b>Total</b>     | <b>\$ 1,400.00</b> |

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: [Signature] 11/30/2016

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Peterson Inspections

Name Title

1717 Heath Parkway, Fort Collins, CO 80524

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

# PROPOSAL

RESPECTFULLY SUBMITTED TO:



**Western States  
Fire Protection Co.**

*Protecting Lives and Property*

Date: 11/30/16

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: BASIC BEGINNINGS SOUTH - 3520 GARFIELD ST.

| DESCRIPTION                       | QTY | UNIT COST | TOTAL       |
|-----------------------------------|-----|-----------|-------------|
| ANNUAL FIRE SPRINKLER INSPECTION: |     |           |             |
| Year One                          |     | \$ 415.00 | \$ 415.00   |
| Year Two                          |     | \$ 415.00 | \$ 415.00   |
| ANNUAL FIRE ALARM INSPECTION:     |     |           |             |
| Year One                          |     | \$ 475.00 | \$ 475.00   |
| Year Two                          |     | \$ 475.00 | \$ 475.00   |
|                                   |     | Sub-Total |             |
|                                   |     | Total     | \$ 1,780.00 |

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:  11/30/2016

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Peterson Inspections

Name

Title



1717 HEATH PARKWAY  
FORT COLLINS, CO 80524  
(970) 472-5205 • FAX (970) 416-8886  
gary.cantwell@wsfp.us

Fire Protection Sprinkler Systems  
Engineering • Fabrication • Installation  
Commercial • Industrial • Residential • Institutional  
Special Hazards • High Tech • Defense • Hangars  
Retrofit • Service • Inspection • Maintenance

3-D / BIM  
DESIGN



December 2, 2017

City of Laramie  
920 Boulder Drive  
Laramie, WY 82070

ATTN: Facilities Maintenance Manager

Project: Fire Suppression System Service Labor Rates

**WE HEREBY SUBMIT THE FOLLOWING BID QUOTATION FOR:**

Provide to the City of Laramie for two years a new fire suppression system preventative maintenance and service agreement according to RFQ

Hourly Labor Cost for emergency troubleshoot/repair response for week days (Monday through Friday from 8:00 a.m. to 5:00 p.m.)  
\$106.00 per hour per man. Portal to Portal

Hourly Labor Cost for emergency troubleshoot/repair response for week days (Monday through Friday including all day on Saturdays from 5:00 p.m. to 8:00 a.m.)  
\$150.00 per hour per man. Portal to Portal

Hourly Labor Cost for emergency troubleshoot/repair response for (Sundays and Holiday's from 8:00 a.m. to 5:00 p.m.)  
\$175.00 per hour per man. Portal to Portal

Material and Equipment mark up 22% Overhead and 10% Profit

Fuel charge of \$25.00 per Invoice

Authorized Signature,

( Gary W. Cantwell )

Gary W. Cantwell, Service Manager

- Albuquerque, NM
- Austin, TX
- Boise, ID
- Colorado Springs, CO
- Dallas, TX
- Decatur, IL
- Denver, CO
- El Paso, TX
- Ft. Collins, CO
- Glenwood Springs, CO
- Houston, TX
- Kansas City, KS
- Las Vegas, NV
- Los Angeles, CA
- Missoula, MT
- Phoenix, AZ
- Portland, OR
- Rapid City, SD
- Sacramento, CA
- San Antonio, TX
- Seattle, WA
- Spokane, WA
- St. Louis, MO



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Retrofit • Service • Inspection • Maintenance

3-D / BIM  
DESIGN



December 2, 2017

City of Laramie  
920 Boulder Drive  
Laramie, WY 82070

ATTN: Facilities Maintenance Manager

Project: Fire Alarm System Service Labor Rates

**WE HEREBY SUBMIT THE FOLLOWING BID QUOTATION FOR:**

Provide to the City of Laramie for two years a new fire suppression system preventative maintenance and service agreement according to RFQ

Hourly Labor Cost for emergency troubleshoot/repair response for week days (Monday through Friday from 8:00 a.m. to 5:00 p.m.)  
\$92.00 per hour per man. Portal to Portal

Hourly Labor Cost for emergency troubleshoot/repair response for week days (Monday through Friday including all day on Saturdays from 5:00 p.m. to 8:00 a.m.)  
\$132.00 per hour per man. Portal to Portal

Hourly Labor Cost for emergency troubleshoot/repair response for (Sundays and Holiday's from 8:00 a.m. to 5:00 p.m.)  
\$156.00 per hour per man. Portal to Portal

Material and Equipment mark up 22% Overhead and 10% Profit

Fuel charge of \$25.00 per Invoice

Authorized Signature,

( Gary W. Cantwell )

Gary W. Cantwell, Service Manager

- Albuquerque, NM
- Austin, TX
- Boise, ID
- Colorado Springs, CO
- Dallas, TX
- Decatur, IL
- Denver, CO
- El Paso, TX
- Ft. Collins, CO
- Glenwood Springs, CO
- Houston, TX
- Kansas City, KS
- Las Vegas, NV
- Los Angeles, CA
- Missoula, MT
- Phoenix, AZ
- Portland, OR
- Rapid City, SD
- Sacramento, CA
- San Antonio, TX
- Seattle, WA
- Spokane, WA
- St. Louis, MO

**ATTACHMENT B****City of Laramie Fire Alarm & Suppression Equipment List**

| <b>Building name</b>   | <b>Address</b>         | <b>Alarm Make/Model</b> | <b>Fire Suppression Type</b> |
|------------------------|------------------------|-------------------------|------------------------------|
| Recreation Center      | 920 Boulder Drive      | EST 2-WB7               | 3 - Wet Pipe                 |
| Ice Arena              | 3510 Garfield St.      | EST 1-2Z6               | 1 - Dry Pipe                 |
| Basic Beginnings South | 3520 Garfield St.      | GE FSP1004              | 1 - Wet Pipe                 |
| PD Evidence Bldg.      | 620 Plaza Court        | EST 1064(G/R(D)         | 2 - Clean Agent              |
| Fire Station #3        | 1167 Jefferson         | EST 1064(G/R(D)         | 1 - Wet Pipe                 |
| City Hall              | 406 Ivinson            | EST 1                   | 1 - Wet Pipe                 |
| City Hall Annex        | 405 Grand Avenue       | EST ckt EP2 12          | 1 - Wet Pipe                 |
| Trihydro West Wing     | 1364 West Commerce Dr. | est                     | 1 - Wet Pipe                 |
| Landfill Building      | 112 Rogers Canyon Road | Honeywel SFP            | 1 Wet pipe, 1 Dry Pipe       |