

**ADDENDUM TO SUMMIT FIRE PANEL REPLACEMENT AT THE LARAMIE  
COUNTY COURTHOUSE**

**Between  
SUMMIT FIRE & SECURITY and LARAMIE COUNTY, WYOMING**

This Addendum is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608 ("COUNTY") and Summit Fire & Security, LLC, 600 E. Carlson Street, Cheyenne, WY 82009 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "parties" herein.) The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to modify the Installation Contract and it's attached Summit Proposal and Contract Standard Terms and Conditions dated November 24, 2025 (hereinafter referred to as "Proposal"), for the CONTRACTOR to provide and install a new fire panel and other necessary equipment and smoke detectors at the Laramie County Courthouse, 309 West 20<sup>th</sup> Street, Cheyenne, WY, 82001, as specified in the CONTRACTOR'S Proposal, which is attached hereto as Attachment A and incorporated herein. For purposes of reference and interchangeability: CONTRACTOR is referred to as "Summit" and COUNTY is referred to as "Customer" in the Proposal.

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force until the services are completely performed.

**III. PAYMENT**

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY. The total payment to CONTRACTOR under this Agreement shall not exceed thirty-eight thousand eight hundred ninety-two dollars and ninety-one cents (\$38,892.91), as detailed in the Proposal. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide and complete the services described in the Proposal, including but not limited to providing and installing a new Gamewell FCI E3 fire panel, smoke detectors, zone and relay cards, back box for cards, heat detectors, relay modules, power supply, wire and batteries, attached hereto and fully incorporated herein.
- B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its

duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

## **V. MODIFICATIONS OF THE PROPOSAL**

The following modifications are made to the “Summit Proposal and Contract Standard Terms and Conditions”:

- A. Paragraph 1 (“Acceptance”) is hereby **removed** because the matters discussed in that paragraph are resolved in paragraph A of the General Provisions of this Addendum.
- B. Paragraph 2 (“Payment”) is hereby **removed** because the matters discussed in that paragraph are resolved in Provision III “Payment” and Paragraph R of the General Provisions of this Addendum
- C. Paragraph 6 (“Taxes, Tariffs”) of the Standard Terms and Conditions is hereby **modified** to apply to the extent the COUNTY will be required to pay taxes as a government entity. Also, paragraph 6 is hereby **modified** to add the following final sentence: “Any increases for Tariffs shall be submitted to County in writing, with a thirty (30) day allowance for the County to review and object to said increases.”
- D. Paragraph 12 (“INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES”) of the Standard Terms and Conditions is hereby **removed** because the matters discussed in that paragraph are resolved in General Provisions of this Agreement in paragraph N.
- E. Paragraph 14 (“Attorneys’ Fees/Waiver of Jury”) of the Standard Terms and Conditions is hereby **removed**. The COUNTY will not be liable for attorneys’ fees to CONTRACTOR.
- F. Paragraph 15 (“WAIVER OF SUBROGATION RIGHTS”) of the Standard Terms and Conditions is hereby modified to apply to the extent that the provisions in that paragraph are consistent with the terms of any COUNTY insurance policy. In addition, that paragraph does not relieve CONTRACTOR of the obligation to maintain liability insurance adequate to cover its obligations under this Agreement.
- G. Paragraph 16 (“Governing Law, Jurisdiction”) of the Standard Terms and Conditions is hereby **removed** because the matters discussed in that paragraph are resolved in General Provisions of this Agreement in paragraph I.
- H. Paragraph 19 (“Miscellaneous”) of the Standard Terms and Conditions is hereby **removed** because the matters discussed in that paragraph are resolved in General Provisions of this Agreement in paragraphs A, D, F, G, and H.

**All sections, paragraphs, or provisions “removed” under this Modifications section will have no force or effect on the Parties.**

## **VI. GENERAL PROVISIONS**

A. Entire Agreement: The entire agreement between the parties (consisting of 16 pages) consists of: this Addendum (6 pages) and the Proposal (10 pages) these pages represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement and Proposal collectively, shall jointly be referred to as the “Entire Agreement” for the remainder of the document.

B. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

C. Preference-Wyoming Labor: Should the subject of the Entire Agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. § 16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. § 16-6-201 et seq.

D. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Entire Agreement or of any cause of action arising out of the performance of the Entire Agreement.

E. Termination: the Entire Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Entire Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

F. Assignment: Neither the Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of the Entire Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable

any other provision hereof. It is the express intent of the parties that the provisions of the Entire Agreement are fully severable.

I. Applicable Law and Venue: The parties mutually understand and agree the Entire Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Entire Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing the Entire Agreement. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in the Entire Agreement.

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with the Entire Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Entire Agreement.

K. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

L. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

M. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into the Entire Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Entire Agreement.

N. Indemnification: Each party to the Entire Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, hold harmless, or indemnify the other.

O. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Entire Agreement, and shall inure solely to the benefit of the parties to the Entire Agreement.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of CONTRACTOR, compensated either partially

or wholly with funds from the Entire Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to the Entire Agreement.

Q. Force Majeure: Neither party shall be liable to perform under the Entire Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

R. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Entire Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Entire Agreement in order to acquire similar services from another party.

S. Notices: All notices required and permitted under the Entire Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

T. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

U. Controlling Authority: To this extent this Addendum is inconsistent with the Proposal or its referenced documents, this Addendum controls.

V. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of the Entire Agreement and that any asserted entity is not defunct or dissolved.

**[The remainder of this page is intentionally left blank]**

**ADDENDUM TO SUMMIT FIRE PANEL REPLACEMENT AT THE LARAMIE  
COUNTY COURTHOUSE**

**Between  
SUMMIT FIRE & SECURITY and LARAMIE COUNTY, WYOMING**

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CONTRACTOR SUMMIT FIRE & SECURITY:**

By:  \_\_\_\_\_ Date 12-17-2025  
Name: SELENA WILLETT  
Title: Branch Manager

This Agreement is effective the date of the last signature affixed to this page.

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:  \_\_\_\_\_ Date 12-17-25  
Laramie County Attorney's Office

## **ATTACHMENT A**

- original -



## Summit Fire & Security, LLC

### Installation Contract

[license number]

Summit Fire & Security LLC ("Summit") makes the following proposal ("Proposal"):

Date of Proposal: November 24, 2025

Proposal Submitted To: LARAMIE COUNTY ("Owner")  
Address: 309 West 20th Street  
CHEYENNE, Wyoming 82001

Attention: Jason Smallwood (Owner or Property Representative) Email: [jason.smallwood@laramiecountywy.gov](mailto:jason.smallwood@laramiecountywy.gov)  
Phone: 307-633-4388

Regarding: LARAMIE COUNTY COURTHOUSE- Fire Alarm panel replacement.

Project Name: Fire Alarm Panel Replacement.  
Address:  
[309 West 20th Street](#)  
[CHEYENNE, Wyoming 82001](#)

Specifications: Summit will provide equipment, design, and installation services contained in this Proposal make up the "Work". Applicable NFPA standards, together with the Specifications described in building walk through.

Site visit - YES

#### SCOPE OF WORK

- As described in Exhibit A.

#### EXCLUSIONS -UNLESS SPECIFICALLY INCLUDED IN SCOPE OF WORK

1. Painting and Insulation of any kind.
2. Access panels or Patching of drywall, concrete, or any type of materials if holes are required to be cut to complete the scope of work.
3. Component or pipe failures on any part of the existing sprinkler system—failures will be considered pre-existing conditions. Only components or pipe installed under the scope of work will be covered by Manufacturer's warranty.
4. Electrical wiring of any type 120V or higher.
5. Fire watch costs or services of any kind.
6. Relocation of existing mains and/or branch lines.
7. Design, Permits, and Hydraulic calculations unless specified in the scope of work.
8. Any underground activities.
9. The provision of scaffolding, lifts, or other pieces of equipment that are not specifically identified in the scope of work as being provided by Summit.
10. Anything not listed in the scope of work of this proposal. Any additional work will be proposed and approved before commencement.

Contract Price: Summit shall perform the above-described Work at the following price: \$38,892.91 ("Contract Price").

Payment of Contract Price: 30/30/30/10, 30%11,667.88 due after signing 30%11,667.88 after rough in 30%11,667.88 after system installation completed 10%3,889.27 retainer for building AHJ inspection approval with sign off on system.

*This proposal does not include tax, if you are tax exempt please provide tax exemption form with signed proposal.*

Completion of the Project: Summit offers to provide to Owner the Work to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 12/30/2025. To guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

Cheyenne, 600 E Carlson St



## EXHIBIT A

### THE SPECIFICATIONS

## SCOPE OF WORK

Provide and install new Gamewell FCI E3 fire panel

Provide and install 4 6 conventional zone cards to take over existing zones that will not be replaced per this RFP request

Provide and install back box for relay and zone cards

Provide and install 2 6 relay cards to take over existing relay functions that will not be replaced per this RFP request

Provide and install smoke detectors for elevator recall functions on all 4 levels (Basement Level, Level 1, Level 2, Level 3, Penthouse Level.)

Provide and install heat detectors in elevator mech rooms

Provide and install heat detectors within 24 inches of elevator sprinkler heads in each elevator PR NFPA 72 2022 Edition

Provide and install 4 relay modules for elevator control by fire system (primary recall, alternat recall, fire hat, and shunt trip). Customers elevator contractors are required to connect relay contacts to the elevator equipment side of the wiring this includes any connection to the elevator control board and shunt trip breaker connections.

Provide and install monitor module for elevator power monitoring. Customers elevator contractors are required to connect relay contacts to the elevator equipment side of the wiring this includes any connection to the elevator control board and shunt trip breaker connections.

Provide and install power supply to provide power for zone cards and any devices requiring power from existing fire system.

Provide and install wire infrastructure to elevator areas to connect new elevator control devices to fire system.

Provide and install batteries for new fire system and power supply battery backup.

## Panel Expandability

The E3 by Gamewell FCI can expand with your requests and building demands with up to 244 SLC Loops, each supporting 159 sensors, 159 modules and 159. This panel is also capable of MNS features live Voice EVAC for fire, tornado warning, intruder, earthquake, seek shelter and many other MNS functions and announcements. More features include door drop functions- lock or unlock, roll up door drops, door closures. The Sky is really the limit for this system.

Cheyenne, 600 E Carlson St

---

## Parts List

1 E3BB-BC/INCC  
1 E3-INCC-CPLATE  
1 E3ID3-C  
1 NGA  
1 PM-9  
1 I100-0455 ASM 16  
1 ILI-MB-E3 + CLSS Gateway + Dual SIM Module  
4 MMI-6SF  
1 HPF-PS10B  
1 CHS-6  
2 MMO-6RF  
14 ASD-PL3  
6 ATD-L3  
20 B300-6  
2 AMM-4F  
20 AOM-2RF  
2 MBB-6  
4 1801-004  
1 760160M1R 16/2 FPLP Solid conductor cable.

## SUMMIT PROPOSAL AND CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions are attached to and made a part of the Summit Proposal to which they are attached and upon acceptance by Summit and Customer become the Contract between them ("Contract") as if fully set forth on the front page of the Proposal. As used in these Terms and Conditions, "Summit," "Customer," "Project," "Work", and "Contract Price" shall have the same meanings as those terms have in the Proposal.

1. Acceptance. Acceptance by Summit of Customer's order is expressly conditioned upon Customer's agreement to all of the terms and conditions set forth herein and any inconsistent or additional terms contained in the Customer's purchase order, purchase contract, or other document are hereby rejected unless expressly accepted in writing by the Company within ten (10) days after its receipt of such order, contract, or any other communication indicating Customer wants to engage Summit to perform the Work. The terms, conditions, specifications, and quantities as stated in the Company's Proposal shall not be modified except as provided herein.
2. Payment. Customer agrees to pay the Contract Price for the Work as and when required in the Contract. If Customer fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Customer shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum. Summit expressly reserves all mechanics lien rights under applicable law and may take such other legal action as is needed to perfect such rights and collect amounts owed.
3. Changes. Except for substitutions, as described below in this paragraph, any alteration or modification to the Work must be documented and approved by Summit and Customer by a written change order signed by Summit and Customer. Summit reserves the right to require Customer to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes, or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Customer and Customer may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
4. Limited Warranty. All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Work. Upon request, Summit will supply a signed warranty letter to Customer, which states the completion date of the Work and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Customer shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Customer of Summit in connection with Summit warranty after the one (1) year warranty termination date shall be paid by Customer to Summit based on Summit standard fees and charges at the time. Summit warranty shall not apply with respect to misuse, abuse, or any use that is not in conformity with all applicable specifications and instructions.
5. DISCLAIMER OF WARRANTIES. The Customer acknowledges and agrees that except for the limited warranty specifically set forth in this Contract, Summit has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of work performed and materials supplied by Summit on the Work, its merchantability or its fitness for any particular purpose; nor has the Customer relied on any representations or warranties, express or implied. The Customer further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the description in this Contract. The Customer further acknowledges and agrees: (a) that Summit is not an insurer, (b) that the Customer assumes all risk of loss or damage to the Customer's premises or to the contents thereof, and (c) that the Customer has read and understands all of this Contract, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. SUMMIT HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUMMIT RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY INCURRED BY SUMMIT SHALL BE LIMITED TO THE AMOUNT OF GOODS AND SERVICES PURCHASED BY CUSTOMER AND CONTAINED WITHIN THE WORK.

Cheyenne, 600 E Carlson St

6. Taxes, Fees, Permits, Tariffs. Any taxes or other governmental charges related to the Work shall be paid by Customer to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Work, Customer shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price. Quoted prices are based on current tariff rates and material costs as of the date of this proposal. In the event that new tariffs are imposed or existing tariffs are increased after the date of this quote/proposal—resulting in a cost increase to components, systems, or materials included in herein—we reserve the right to adjust pricing accordingly. Any such adjustment will be supported with documentation from our suppliers or manufacturers and will be communicated prior to order placement or scheduling.
7. Access. Customer shall allow Summit to have reasonable access to the job site to allow the completion of the Work on the dates and at the times requested by Summit personnel
8. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER THE LAW OF CERTAIN JURISDICTIONS TO THE FOLLOWING NOTICE: (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS; (b) YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
9. Risk of Loss. Risk of loss shall pass to Customer at the time the equipment and other materials that are part of the Work are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Customer shall be responsible for payment for such equipment and materials even if the Work has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Customer. Summit shall have the right to remove the equipment and other materials that are a part of the Work if payment of the full Contract Price is not made by Customer immediately upon completion of the Work. That right shall be in addition to, and not in limitation of, Summit's other rights and remedies.
10. Access to Work. The Contractor hereby guarantees and ensures that the Subcontractor shall have unobstructed access to the designated worksite(s) for the performance of all contracted activities as outlined in this Agreement, subject to the following conditions:
  - a. **Worksite Availability:** The Contractor shall coordinate and schedule access to the worksite(s) to ensure that the Subcontractor can complete their work without interference, delays, or unreasonable restrictions.
  - b. **Physical Access Requirements:** The Contractor shall ensure that the Subcontractor has safe and direct access to all necessary work areas, including but not limited to elevated locations, restricted spaces, and other areas requiring specialized equipment. This access shall include the provision of scaffolding, ladders, lifts, or other means required for the Subcontractor to safely and efficiently perform their duties.
  - c. **Clearance of Obstacles:** The Contractor shall provide access to all necessary areas and ensure that all physical barriers, debris, or hazards are removed prior to the Subcontractor's commencement of work.
  - d. **Coordination With Other Trades:** The Contractor shall manage and coordinate the activities of all other trades and contractors on the worksite to prevent conflicts or delays that might impede the Subcontractor's performance.
  - e. **Compensation for Delayed Access:** In the event that access to the worksite is delayed, restricted, obstructed by the Contractor, the Subcontractor shall be entitled to an equitable adjustment in time for completion and/or additional compensation for costs incurred as a direct result of such delays.
11. Limitation of Liability and Remedies. The Work is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Customer agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Customer expressly waives any right to make any claim more than that amount. IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY. Customer shall provide Summit with reasonable notice of any claim for breach and a reasonable opportunity to cure the alleged breach or default. No claim arising from or related to this Proposal may be brought more than two (2) years after the claim accrued.
12. INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES. In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against Summit or its assignees or subcontractors for any reason arising from or in any way relating to Summit's performance pursuant to this agreement, Customer agrees to indemnify, defend, and hold harmless Summit against all claims, demands, suits, loss, liability, expenses, and damages

Cheyenne, 600 E Carlson St

(including without limitation reasonable attorney's fees and costs). No part of this agreement should be read to seek indemnification for Summit's own negligence.

13. Customer's Failure to Pay. If Customer fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop performance of the Work and Summit may pursue all available remedies, including the right to place a lien against the Work site. Customer agrees that continuing to perform the Work despite not having been fully paid does not constitute a waiver of any rights or claims Summit may have against Customer.
14. Attorneys' Fees/Waiver of Jury. If Summit engages counsel to enforce any rights or defenses provided for in this Contract, Summit shall be entitled to recover from Customer the costs and expenses associated with such enforcement, including without limitation, its attorneys' fees and costs. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.
15. WAIVER OF SUBROGATION RIGHTS. The Customer acknowledges that Summit is not an insurer, that each party agrees to obtain insurance coverage, and that each party shall rely exclusively upon such insurance coverage to recover for damages in any way attributable to this Agreement. Customer waives all rights against Summit and any of its subcontractors, sub-subcontractors, agents, and employees, including the rights of Customer's current and future insurers, for losses suffered at work sites subject to this Agreement which are covered by property insurance or other insurance applicable to losses caused by damages of any sort at work sites. This waiver shall apply to all insurance policies of Customer, whether such policy exists at time of contracting or is subsequently acquired by Customer thereafter. Customer or Summit, as appropriate, shall require of subcontractors, sub-subcontractors, agents, and employees of the other party, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damages.
16. Governing Law, Jurisdiction. Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Minnesota, regardless of choice of law provisions. Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. The courts within the County of Ramsey, Minnesota, or where the construction work takes place, shall be the proper forum and preferred venue for any such legal action or proceedings that arise hereunder. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any one or more actions against Customer in any jurisdiction in the United States in which Customer conducts business.
17. Waiver. Customer further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this proposal as further consideration for Summit performing this work.
18. Force Majeure Events. Summit shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Summit's control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, hurricane, or tornado or catastrophe, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond Summit's control.
19. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Customer. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

SUMMIT FIRE & SECURITY LLC:

By: Gary Snay  
Signature  
Gary Snay  
Print Name  
11/24/2025  
Date  
Alarm Manager  
Phone: 307-277-6011

**OWNER ACCEPTANCE OF PROPOSAL**

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached Terms and Conditions. Upon acceptance by Owner, this Proposal, along with the attached Terms and Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date

Cheyenne, 600 E Carlson St

---

## Requested prior completed work References

**1. The Wrangler (Boot Barn)**

Address: 1518 Capital Ave

Valuation: 111,118.07

Contact: Ruben Ramirez (949)514-9424

**2. Vitalant**

Address: 112 E 8<sup>th</sup> Ave

Valuation: 30,684.71

Contact: Nadine Aamold (218)280-9487

**3. OUR SAVIOR LUTHERAN CHURCH**

Address: 5101 Dell Range Blvd

Valuation: 24,892.71

Contact: Jeff Graham (307)256-2632

**PROPOSAL FORM**

TO:

Jason Smallwood  
Laramie County Buildings Manager  
309 W. 20<sup>th</sup> Street, Suite 1900  
Cheyenne, WY 82001  
(307)633-4388

The undersigned hereby declares that [firm name] Summit Fire & Security

have carefully examined the specifications to furnish: RFP – Laramie county courthouse fire panel upgrade, for which proposals were advertised to be received **December 3, 2025. At 2:00 pm**

and further declare that [firm name] Summit Fire & Security will furnish the said work according to specifications.

**Proposed Cost**

Total Estimated Cost for Project: \$ 38,891.91

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? ☒ YES ☐ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company Summit Fire & Security  
By Gary Snay II (Print name)  
Signature [Signature]  
Address 600 E. Carlson St Unit A  
City Cheyenne State WY ZIP 82009  
Telephone 307-277-6044 Fax \_\_\_\_\_  
E-Mail Address: Gsnay@SummitFireSecurity.com  
DUNS# 047967305 Fed. I.D. # 83-1319508



**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

I (printed name) Gary Snay II  
am the (title) Alarm Tech  
and the duly authorized representative of the firm of (Firm Name) Summit Fire & Security  
whose address is 600 E. Carlson St Unit A Cheyenne, WY 82009

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: [Signature]  
Printed Name: Gary Snay II  
Firm Name: Summit Fire & Security  
Date: 11/24/2025

Sworn to and subscribed before me this 24 day of Nov., 2025  
Notary Public - State of WYOMING  
My Commission expires 9/24/30

(Printed, typed or stamped commissioned name of Notary Public)

Kelene K. Johnson 14

