

**ADDENDUM TO FIRE DOORS MAINTENANCE SERVICE AGREEMENT
BETWEEN
LARAMIE COUNTY, WYOMING AND THE WON-DOOR CORPORATION**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 309 West 20th St., Cheyenne, Wyoming 82001, (“COUNTY”) and Won-Door Corporation, 1865 South 3480 West, Salt Lake City, Utah 84104 (“CONTRACTOR”) The parties agree as follows:

I. PURPOSE

This Addendum modifies the Terms and Conditions of the Won-Door Corporation Service Agreement, for purposes of providing inspection and maintenance services of fireguard doors in the Laramie County Courthouse at the direction of the Director of Laramie County Maintenance.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and the Agreement, and shall remain in full force and effect until terminated by either party as provided herein.

III. PAYMENT

Payment for work performed shall be made at a rate provided for in the Agreement, which is fully incorporated herein by this reference as “Attachment A,” and approved by the Director of Laramie County Maintenance. CONTRACTOR shall bill COUNTY by a properly executed invoice. 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. MODIFICATIONS

The ¶ entitled “Delinquent Payments” is omitted in its entirety and shall be of no force and effect.

V. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall be available to perform services that include but are not limited to periodic inspections and testing of the operations of the fireguard doors in the Laramie County Courthouse, as fully described in Attachment A.

B. CONTRACTOR shall be a resource for fireguard door service and repair services utilized by the COUNTY during the term of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide an exclusive right to CONTRACTOR to provide said services and/or repair services to the COUNTY. The CONTRACTOR agrees that this Agreement does not bind the COUNTY in any manner to offer or provide additional work to the CONTRACTOR. Further, nothing in this clause or agreement limits the COUNTY in the choice of entities to which it may offer said services and repair work.

C. The CONTRACTOR agrees to retain any required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. The 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. It is agreed that finished or unfinished documents, data or reports, prepared by the CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by the CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. The CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The 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.

B. Acceptance Not Waiver: The COUNTY's approval of any reports, and work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical accuracy of the work. The 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 this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This 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 this 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.

D. Entire Agreement: This Addendum (5 pages) and the Service Agreement (Attachment A) (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this 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 this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this 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 this 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 this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: The CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

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

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a 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, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

L. Governmental/Sovereign Immunity: The 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 this Agreement. Further, the 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 this Agreement.

M. Indemnification: To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of the CONTRACTOR for the COUNTY, except to the extent liability is caused by the sole negligence or willful misconduct of the COUNTY or its employees. The CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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 Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: The COUNTY and the CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of the CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this 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.

Q. Limitation on Payment: The 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 the CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. The COUNTY shall notify the CONTRACTOR at the earliest possible time of the services which will or may be effected 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 the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the 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 the COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this 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.

S. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

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**ADDENDUM TO FIRE DOORS MAINTENANCE SERVICE AGREEMENT
BETWEEN
LARAMIE COUNTY, WYOMING AND THE WON-DOOR CORPORATION**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Guannar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: WON-DOOR CORPORATION

By: **Melissa D. Wilson** _____ Date 07-23-2021
Title: Melissa Wilson, Contract Administrator

Digitally signed by Melissa D. Wilson
DN: c=US, o=Won-Door Corporation,
cn=Melissa D. Wilson,
e=melwilson@wondoor.com
Reason: I agree to the terms defined by the
placement of my signature in this document
Location: your signing location here
Date: 2021.07.23 08:36:28-0600
Foxit PhantomPDF Version: 10.1.4



REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____
Gladys Ayokosok
Deputy Laramie County Attorney

Date 7/26/20



WON-DOOR CORPORATION
 1865 SOUTH 3480 WEST
 SALT LAKE CITY, UT 84104
 801-977-2111
 service@wondoor.com

FireGuard Door Maintenance and Testing Service Due

5/26/2021

TO: LARAMIE COUNTY COURTHOUSE
 EMAIL: ~~JPRIBBLE@LARAMIECOUNTY.COM~~ j.pribble@laramiecounty.com
 RE: Maintenance Inspection of FireGuard doors installed at: LARAMIE COUNTY COURTHOUSE

ATTN: JERRY PRIBBLE OR MAINTENANCE COORDINATOR

The (3) FireGuard door(s) installed at LARAMIE COUNTY COURTHOUSE are due for a maintenance inspection in JUNE. As this is a life safety device, to comply with code requirements, we must get this coordinated as quickly as possible. The cost for your current Preventative Maintenance Service is \$697.00. We are writing to obtain a Purchase Order or signed copy of the attached quote, and to verify our current contact and billing information so we can get your inspection scheduled. Our records indicate that JERRY PRIBBLE @ 307-633-4388 is the contact for maintenance scheduling. Please let us know if this is correct. Please fill out the information below and email to us at service@wondoor.com. Once we have received current contact and billing information along with a PO or signed contract, Won-Door will call you to schedule.

IF YOU HAVE ALREADY SPOKEN WITH AN SERVICE COORDINATOR FOR YOUR PREVENTATIVE MAINTENANCE PLEASE DISREGARD THIS REMINDER.

Bill to Name: _____ Phone #: _____
 Email: _____
 Bill to Address: _____
 Address / City / State / Zip
 Scheduling Contact: _____ Phone #: _____
 Email: _____ P.O. # for this PM Service: _____
 Hours of availability: _____

 Signature

If you have any questions, feel free to contact us.

Thank you,

Won-Door Service Coordinator
 801-977-2111
 service@wondoor.com



WON-DOOR CORPORATION
 1865 SOUTH 3480 WEST
 SALT LAKE CITY, UT 84104
 801-977-2111
 service@wondoor.com

Date: 5/26/2021	Site Contact: JERRY PRIBBLE
Customer # 29279	Phone: 307-633-4388
Bill to: LARAMIE COUNTY COURTHOUSE	Bldg Name: LARAMIE COUNTY COURTHOUSE
309 WEST 20TH STREET	Location: 19TH & CAREY AVENUE
STE 1900	City/ST/Zip: CHEYENNE, WY 82003
CHEYENNE, WY 82001	E-mail: JPRIBBLE@LARAMIECOUNTY.COM
	jpribble@LaramieCounty.com
Service Specifications:	

During the term of this agreement Won-Door will perform, periodic service calls for the purpose of inspecting and testing the operation of the automatic closing Won-Door FireGuard doors. This agreement does not cover parts and labor to repair equipment, but such items will be provided at additional cost upon authorization by the Customer.

Service Calls Will Be Made: ANNUALLY

And shall include the following:

- (1) Actuate each FireGuard Door by keyswitch to check overall operation
- (2) Check Travel Limiters and adjust as necessary to insure a tight closure.
- (3) Test Fire Exit Hardware.
- (4) Test Leading Edge Obstruction Detectors.
- (5) Check Chain tension and adjust, as necessary.
- (6) Inspect top and bottom sweeps for proper seal.
- (7) Lubricate tracks and trolleys.
- (8) Inspect trolleys and suspension parts for damage.
- (9) Check voltage level of batteries.

Equipment to be inspected and tested:

3 - Won-Door FireGuard door(s)

The term of this agreement shall be for a period of one (1) year beginning on the date of acceptance. This agreement shall be automatically renewed for successive one-year terms unless either party shall notify the other, in writing, at least 30 days prior to the date of termination of the one-year term, that this agreement is not to be continued.

Total Cost:	Service Calls Per Year:	Cost Per Service Call:
\$697.00	1	\$697.00
Payments to be Made:	Authorized Signature:	
Net 30 45	Won-Door Service Coordinator	
Acceptance of Proposal:		

The prices, specifications, and conditions as set forth above and on the reverse hereof are satisfactory and are hereby accepted. Won-Door is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____

Date: _____

Printed Name / Title: _____



WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY, UT 84104
801-977-2111
service@wondoor.com

Terms & Conditions

Service Agreement

It is understood that this service agreement is for the purpose of performing periodic inspection, testing and routine maintenance to the covered equipment.

Term

Won-Door shall notify Purchaser, at least 30 days prior to the expiration of the original or any renewal term of this agreement, of any price increase proposed for the next annual contract period, otherwise, the price shall remain the same as that charged for the prior contract term.

Parts & Labor

Parts and Labor for the repair of covered equipment, if required, shall be at the expense of the customer (except parts covered by warranty). Prior to installation of new parts, Won-Door will advise the customer of what parts or materials Won-Door recommends be replaced or repaired. The customer agrees to pay Won-Door for parts and Labor at the time of repair at Won-Door's current list price and labor rates. Parts and materials ordered by the customer hereunder are subject to availability at the time of ordering.

Access to Equipment

Customer shall furnish Won-Door with reasonable access to the equipment covered by this agreement. Customer shall provide such working space and facilities on the premises as may be required by Won-Door to perform the services covered by this agreement.

Limitation of Liability

Won-Door's liability for failure of performance of this service agreement, shall be limited to the refunding of a portion or whole of the payment made by the customer for the service. Won-Door will endeavor to render prompt service hereunder, but will not be responsible for loss or damage caused directly or indirectly as a result of unavoidable delay in the rendering of such service.

Delinquent Payments

If a collection matter occurs, Customer agrees to pay court costs and any reasonable attorney's fees. Interest will be charged at 1 1/2% per month after thirty (30) days on any unpaid balance. Won-Door reserves the right to withhold service or cancel this agreement if a customer's account is over sixty (60) days delinquent.

Entire Agreement

It is understood and agreed that this agreement constitutes the entire agreement for the services herein described, that all other prior representations or agreements, whether written or verbal, shall be suspended hereby and no changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.