

**ADDENDUM TO DETENTION CENTER CELL DOORS REPLACEMENT
AGREEMENT**

between

LARAMIE COUNTY, WYOMING and CML SECURITY, LLC

This Addendum to the Detention Center Cell Doors Replacement Agreement (Agreement) is made and entered into by and between Laramie County, 310 W. 19th Street, Cheyenne, WY 82001 ("COUNTY"), and CML Security, LLC, 1785 West 160th Ave., Suite 700, Broomfield, CO 80023 ("CONTRACTOR").

I. PURPOSE

The purpose of this Agreement and Addendum is for CONTRACTOR to perform the work as indicated in Attachment 'A' to this Agreement and Addendum, which is fully incorporated herein, for additional work on security features in the Laramie County Detention Center.

II. TERM

This Agreement and Addendum shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force until completion of the project or until terminated pursuant to the provisions of the Agreement and Addendum.

III. PAYMENT

COUNTY shall pay CONTRACTOR billing rates and expenses not to exceed one hundred twelve thousand, six hundred eighty seven dollars (\$112, 687.00) as indicated in Attachment A, upon completion of the work/services described in therein, or upon submission of such periodic invoices as mutually agreed upon to by the parties. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services. 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 be responsible for providing work/services described in Attachment 'A.'

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 COUNTY or any of its duly authorized representatives to any books, documents, papers and records of 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 CONTRACTOR under this contract shall be considered the property

of COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of 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.

2. Preference-Wyoming Labor: Should the subject of this 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.

3. Entire Agreement: The Agreement and Addendum (4 pages) and Attachment A herein, (3 pages) represents 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.

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

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

6. 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.

7. Invalidity: If any provision of this Agreement and Addendum 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 the provisions of this Agreement and Addendum are fully severable.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 and Addendum 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 or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

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

10. 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.

11. 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 this Agreement and Addendum. 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 this Agreement and Addendum.

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

13. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless 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 CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of 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.

15. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum 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.

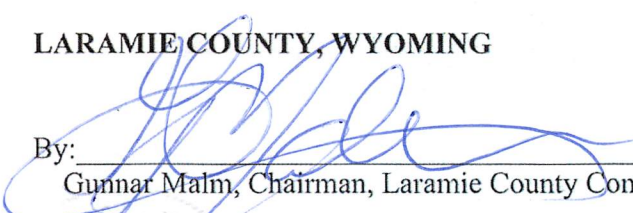
16. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement 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 this Agreement and Addendum in order to acquire similar services from another party.

17. Notices: All notices required and permitted under this Agreement and Addendum 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.

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

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By: 
Gunnar Malm, Chairman, Laramie County Commissioners

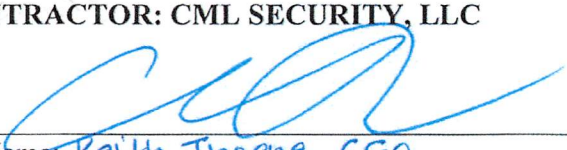
Date 4/6/21

ATTEST:

By: 
Debra Lee, Laramie County Clerk


Date 4-6-2021

CONTRACTOR: CML SECURITY, LLC

By: 
Name: Keith Thoenes, CEO

Date 4/6/2021

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's Office

Date 4/6/21



Proposal

Attachment A

April 1, 2021
Rev 01
Laramie County
Cheyenne, WY

To: Laramie County Detention Center
Attn: Captain Don Hollingshead
1910 Pioneer Ave, WY 82001
(307)663-4700

1.0 INTRODUCTION & CLARIFICATIONS

CML Security LLC, the new owner of Metroplex Control Systems, is pleased to present this Quotation for your system needs on the above referenced project. This proposal and/or any subsequent revisions shall become part of any subcontract. CML Security reserves the right to retract this bid in the event of no mutually agreeable subcontract.

2.0 GENERAL INCLUSIONS

1. All materials, engineering, coordination, installation, and project management required to complete our scope of work as listed herein.
2. On-Site supervision and coordination as required and deemed necessary by CML.
3. All coordination drawings, shop drawings, engineering drawings, submittal drawings and other supplemental CAD drawings required to complete our scope of work as listed herein and coordinate with other trades.
4. Required warranties on all workmanship as dictated by the specifications.
5. Standard shipping and freight cost for materials/equipment have been included. Costs to expedite items have not been included.
6. Vehicle parking is available at no cost to CML Personnel and its subcontractors.
7. Applicable sales or use tax at 6%
8. This price does not include a bond premium, if required please add 1.5% to the base price.

3.0 SCOPE OF WORK

CML Security will provide the system(s) as per the scope of work contained below.

4.0 INCLUSIONS

CML Security includes the following for our Scope of Work:

1. New control station with new casework, counter tops, and commercial carpets squares – 4-6 week lead time
2. Move (1) electrical outlet to new workstation. (exposed conduit will be covered with a shroud)
3. Core drill and provide access from current control station to new control station. (Provide access only)
4. Provide and install (1) 3x7 stainless shower door and frame (2) foodpass locks / (1) mechanical door lockset 10-12 week lead time
5. Wire mesh panels on mezzanine level and staircase 11-12 week lead time after approved submittal (new panels will set on top current handrail and stop 1 ft below ceiling)
6. Wire mesh to be powder coated
7. Engineering/Drafting/Coordination/Programming

5.0 EXCLUSIONS

CML Security excludes the following:

1. Permits, Performance Bond, Taxes unless specifically included
2. Conduit/raceway system, including junction boxes, pull boxes, ladder tray, wire ways, etc.
3. Cash allowances or owner contingencies of any kind are not included in this proposal
4. All standard supply voltages above 30 volts AC/DC including 120VAC supply circuits
5. Power circuits to UPS, power circuits out of UPS to distribution panel, distribution panel, or circuits from distribution panel to racks or enclosures (we do not carry any line voltage circuits)



Proposal

6. Temporary power, lighting, site water, trash removal, or onsite storage fees
7. Sealants, painting caulking, security caulking, grouting, fire wall penetration patching, fire-proofing or fire-stopping.
8. Concrete work of any kind.
9. Repairing damage to wire or devices that is caused by others.
10. Access panels of any kind, Millwork, casework or countertops, shroud or shrouding of any kind
11. Moving of exit signs or other obstacles in path of our camera views
12. Demolition of any kind
13. Fire alarm, video visitation, tele data, lighting, water management systems or interface thereof
14. Any color coding, painting or identification of conduit, raceway systems
15. All grounding requirements
16. Commercial or detention hardware including door position switches, electric locks or associated doors or door hardware or demolition of existing devices
17. Any and all work related to any other sections not specifically listed herein.
18. 3D Modeling of equipment
19. Unloading, storage and distribution of materials not installed by CML
20. Hazardous Material removal of any kind.

6.0 PROJECT TIMING AND DELIVERY

1. CML Security will begin work on engineering, building and programming the system in 1 week ARO unless delayed by lack of provided information necessary to complete a proper submittal (i.e. AutoCAD backgrounds, detention hardware schedule, builder's hardware schedule, utility control schedules, elevator coordination, millwork coordination, precast submittals and coordination, etc.).

7.0 QUOTATION PROPOSAL COST ANALYSIS

QUOTATION PROPOSAL PRICE: \$ \$112,687.00

1. BONDS/TAX/FREIGHT: This price does not include any applicable taxes, bonds or bond premium. If a tax exemption certificate is not provided, the bidder is not responsible for tax. CML Security can provide a bond if required for an extra fee. Freight is included in the price above.
2. PRICING GUARANTEE: Because of conditions beyond our control, this Proposal is effective for period of (30) days from the date above. Terms of payment are net thirty (30) days from invoice. No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by CML Security. No MBE/WBE/SBE content has been included in this quote due to the "security and specialty" nature of our work.

CLOSING

We appreciate the opportunity to partner with you in providing a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Sincerely,

A handwritten signature in black ink that reads 'Wes Godfrey'.

Wes Godfrey



Proposal

Chief Estimator, CML Security, LLC
d. (720) 316.9413 | c. (970) 324-6909 | e. wgodfrey@cmlsecurity.us