

**ROOFING SERVICES AGREEMENT
BETWEEN LARAMIE COUNTY, WYOMING
AND FRONT RANGE ROOFING SYSTEMS LLC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and Front Range Roofing Systems LLC., 222 13th Avenue, Greeley, Colorado (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to provide re-roofing service on a house/shed located in Albin, Laramie County as described in Attachment A. Further, this agreement provides for potential future work upon mutual agreement between CONTRACTOR and the Laramie County Maintenance Director.

II. TERM

This Agreement shall commence on the date the last signature is affixed hereto and remain in full force and effect until terminated as provided herein.

III. PAYMENT

A. COUNTY shall pay CONTRACTOR no more than \$12,000.00 to re-roof the house/shed as described in Attachment A. COUNTY shall pay CONTRACTOR on a per-invoice basis as described in Attachment A. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. 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).

B. It is contemplated between the parties, that future work between the parties may be necessary. Payment for work to be performed in the future shall be made at a rate to be approved and/or in the manner approved by the Director of Laramie County Maintenance. CONTRACTOR shall submit estimates for any service required or requested by the Director of Maintenance who shall, in his sole discretion, decide whether to accept or reject said estimate and whether to assign said job to CONTRACTOR. CONTRACTOR shall bill COUNTY on a per invoice basis for services. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with W. S. § 16-6-602 (2015).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall be a resource for roofing services utilized by COUNTY during the period of the operation of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide an exclusive right to CONTRACTOR to provide such services to COUNTY. CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or

in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer roofing services.

B. 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. 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 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.

C. The CONTRACTOR is financially responsible for all applicable sales and use tax.

V. GENERAL PROVISIONS

A. 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.

B. 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 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 COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

7 D. Entire Agreement: This Agreement and Attachment A (8 pages) represents the entire and integrated agreement and understanding between the parties in regard to the matters contemplated herein 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: 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.

L. 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. 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.

M. 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, said insurance shall be equal to or greater than the coverages described in Exhibit B.

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: 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.

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: 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.


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.

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LARAMIE COUNTY, WYOMING
FRONT RANGE ROOFING SYSTEMS LLC.

Signature Page

LARAMIE COUNTY, WYOMING

By:  FOR: _____ Date 7/9/22
Chairman, Laramie County Commissioners


ATTEST:

By:  Date 7-11-2022
Debra Lee, Laramie County Clerk

CONTRACTOR: Front Range Roofing Systems LLC.

By: Greg Farris Owner/Partner/ PM Date 7-8-2022
Title: _____

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 7/8/22
Laramie County Attorney's Office



July 8, 2022

Attention: Lori Pallak, Laramie County

Reference: **Remote Location House Reroof – Albin, WY**

I would like to thank you for contacting Front Range Roofing for an estimate on the referenced project.

PRICING PER EMAIL COMMUNICATION:

- Base Bid Area:
 - Remove existing roof to concrete decking.
 - Fully adhere Carlisle 60mil membrane in bonding adhesive.
 - Flash all penetrations per manufacturer details.
 - Trash removal & lifting equipment included.
 - Wyoming tax included.
 - 2yr Front Range Roofing Systems Contractor Warranty.
 - Prefinished shop fabricated 24-gauge edge metal.
 - Disconnect and reconnect of equipment on roof by owner – if needed.

Not to Exceed Price: \$12,000.00

Qualifications and Exclusions:

- Excludes: Replacement or Repair of Dry-Rotted, Rusted or otherwise un-reusable decking or other substrates, Any work to correct hidden or unforeseen conditions, Interior Protection of building contents, Vapor/Air Barriers, Substrate Boards, XPS insulation, Coverboard, Skylights, Spray Foam Insulation, Wood Blocking/Nailers, Plywood/OSB, Sheathing, Framing, Any lumber or Carpentry, Vertical Parapet Wall Insulation or Sheathing (Back of Parapet), Water Based or Low VOC Bonding Adhesive, Primers or Sealants, Temporary Roofing, Walkway Protection not specifically shown on Roof Plan, Insulation below roof deck or in Wall Cavity, Flood Testing of Roof System, Roof Hatches, Any Mechanical, Electrical or Plumbing Work, Deck Patching, Any Physical testing of Roof system including but not limited ASTM E907 & FM 1-52, Field Painting, Davis Bacon or Prevailing Wage Rates, Engineering, Design & Layout Services, Snow/Ice Removal, Snow/Ice Retention, Overtime or Double time wages, and Bonds.
- Excludes: Custom Colors, Venting, Equipment Curbs, Equipment Supports, Door and Window flashings, Through wall and other integrated Masonry flashings, Masonry Saw Cutting, Cutting of metal panels system for flashing heights, louvers, Steel Grates, Splash Blocks, EFIS Flashings, Gas Line Stands or Slip-sheets, Soffit Panels and related flashings, Any Sheet Metal not specifically related to Roofing warranty.

Your review and consideration of the above contract proposal is appreciated. If you have further questions or we can provide additional service or information, please do not hesitate to call. This offer will remain open for your acceptance for 30 days from the date of this letter and is subject to all exclusions and attached Terms and Conditions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Farris", is written over a light blue horizontal line.

Greg Farris - FRONT RANGE ROOFING SYSTEMS, LLC

TERMS AND CONDITIONS

1. Nature of Work. Front Range Roofing Systems, Inc. ("FRR") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. FRR does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to FRR, Customer warrants that they are sufficient and conform to all applicable laws and building codes. FRR is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by FRR from what is specified. FRR is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which FRR's roofing work is installed.

2. Deck. Customer warrants that structures on which FRR is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. FRR's commencement of roof installation indicates only that FRR has visually inspected the surface of the roof deck for visible defects. FRR is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. FRR is not responsible to test or assess moisture content of the deck or substrate.

3. Asbestos and Toxic Materials. This proposal is based on FRR's not coming into contact with asbestos-containing or toxic materials ("ACM"). FRR is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. FRR shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify FRR from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

4. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to FRR by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. FRR shall be entitled to recover from Customer all costs of collection incurred by FRR, including attorney's fees, resulting from Customer's failure to make proper payment when due. FRR's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to FRR when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle FRR, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which FRR shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid FRR shall be increased by the amount of FRR's reasonable costs of shut-down, delay and start-up.

6. Insurance. FRR shall carry worker's compensation, automobile and commercial general liability insurance. FRR will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by FRR, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to FRR shall not be withheld by reason of any damage or claim against FRR covered by liability, property or builder's risk insurance.

7. Additional Insured. If Customer requires and FRR agrees to make Customer or others additional insureds on FRR's liability insurance policy, Customer and FRR agree that the naming of Customer or others as additional insureds is

intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of FRR and is not intended to make FRR's insurer liable for claims that are due to the fault of the additional insured.

8. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. FRR shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold FRR harmless from claims of tenants who were not so notified and did not provide protection.

9. Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

10. Damages and Delays. FRR will not be responsible for damage done to FRR's work by others, including damage to temporary tie-ins. Any repairing of the same by FRR will be charged as an extra. FRR shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by FRR. FRR shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, FRR's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

11. Roof Projections. FRR will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to FRR. Penetrations not shown on the plans provided to FRR prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and FRR shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

12. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

13. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. FRR is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, FRR's bid is based solely on manufacturer's printed test results. FRR itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

14. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by FRR. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold FRR harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

15. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of FRR. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the

contract may be increased to reflect the additional cost to the roofing FRR, upon submittal of written documentation and advance notice.

16. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to FRR shall be valid unless previously authorized in writing by FRR and unless written notice is given to FRR within five (5) days of the event, act or omission which is the basis of the backcharge.

17. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where FRR will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to FRR employees. Owner will indemnify FRR from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to FRR personnel or resulting from the presence of concealed electrical conduit and live electrical power. FRR is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold FRR and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. FRR is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold FRR harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

18. **Conduit and Materials Attached to Deck.** FRR's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which FRR will be installing the new roof. FRR is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

19. **Availability of Site.** FRR shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. FRR shall not be required to begin work until underlying areas are ready and acceptable to receive FRR's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by FRR to and from the job as a result of the job not being ready for the Work after FRR has been notified to proceed will be charged as an extra.

20. **Warranty.** New roofing and re-roofing work will be warranted by FRR in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of FRR's standard warranty is attached or, if not, will be furnished upon request. **FRR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The acceptance of this proposal by the Customer signifies his agreement that this

warranty shall be and is the exclusive remedy against FRR. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

21. **Existing Conditions.** FRR is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by FRR.

22. **Mold.** FRR and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to FRR if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, FRR will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. FRR is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify FRR from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless FRR from claims brought by tenants and third parties arising from mold growth.

23. **Material References.** FRR is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

24. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing FRR. The type of metal roofing panels specified can affect the degree of oil-canning. FRR is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

25. **Dispute Resolution.** If a dispute shall arise between FRR and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, FRR and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against FRR alleging any breach of this contract or negligence by FRR must be initiated no later than two (2) years after FRR performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of FRR.

ACCEPTANCE OF PROPOSAL

The prices, scope of work on page 1 and terms and conditions on page 2 are satisfactory and are hereby agreed to and accepted by the undersigned Customer.

Name of Customer: _____

By: _____
Authorized Signature

Date: _____