

**ADDENDUM TO AGREEMENT FOR ROOF REPAIRS  
AT THE EVENT CENTER AT ARCHER**  
between  
**LARAMIE COUNTY, WYOMING and CAPITOL ROOFING, INC.**

**THIS ADDENDUM** is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming, 82003-0608 ("COUNTY") and Capitol Roofing, Inc., 805 East Fox Farm Road, Cheyenne, Wyoming 82007 ("CONTRACTOR") (COUNTY and CONTRACTOR may be referred to as "Parties" for this Agreement). The Parties agree as follows.

**I. PURPOSE**

The purpose of this Addendum is to modify CONTRACTOR'S "Roof Overlay Estimate," (hereinafter "Agreement"), which consists of three pages and is attached hereto and incorporated herein. The purpose of the Agreement is for CONTRACTOR to provide roof and gutter repairs and replacement at the M&K Building at the Event Center at Archer, 3801 Archer Parkway, Cheyenne, WY 82009. For purposes of reference and interchangeability: COUNTY is referred to as "Consumer" in the Agreement and CONTRACTOR is referred to as "Company."

**II. TERM**

This Addendum and the Agreement shall commence on the date this Addendum is last executed by the duly authorized representatives of the parties, and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR upon receipt of the CONTRACTOR'S invoice to the COUNTY. The total payment to CONTRACTOR under this Agreement shall not exceed \$142,000.00, unless negotiated by both parties in writing. COUNTY shall pay CONTRACTOR 50% of that amount (\$71,000.00) upon execution of this Addendum and the Agreement. The COUNTY shall pay the remainder (\$71,000.00) following completion and acceptance of the work. No payment shall be made before the last signature is affixed to this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide the roofing work and repairs detailed in the attached Agreement.
- B. CONTRACTOR shall provide the gutter/downspout work and replacement detailed in the attached Agreement.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to this Addendum and

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 Addendum and the Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

## **V. MODIFICATIONS OF AGREEMENT (ESTIMATE)**

1. In the paragraph under "TERMS AND CONDITION OF CONTRACT," the last sentence (which begins "Changes/change orders...") is hereby **removed** because the matters discussed in that sentence are resolved in the preceding sentence and in the General Provisions of this Addendum in paragraph 4.
2. Section 2. of the "CONSUMER ACKNOWLEDGEMENTS" is hereby **removed** because the matters discussed in that section are resolved in the "Responsibilities of County" section of this Addendum and in the General Provisions of this Addendum in paragraph 16.
3. In section 4. of the "CONSUMER ACKNOWLEDGEMENTS," the third and fourth sentences are hereby **removed** because the matters discussed in those sentences are resolved in the General Provisions of this Addendum in paragraph 7.
4. Section 6. of the "CONSUMER ACKNOWLEDGEMENTS" is hereby **removed** because the matters discussed in that section are resolved in the "Responsibilities of County" section of this Addendum and in the General Provisions of this Addendum in paragraphs 3 and 6.
5. In section 10. of the "CONSUMER ACKNOWLEDGEMENTS," the last two sentences are hereby **removed** because the matters discussed in those sentences are resolved in the General Provisions of this Addendum in paragraphs 7 and 8.
6. In the "CONSUMER ACKNOWLEDGEMENTS," sections 10. and 11. are modified to include the Termination provisions contained in the General Provisions of this Addendum at paragraph 5.

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

## **VI. GENERAL PROVISIONS**

1. **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.

2. Entire Agreement: This Addendum (6 pages) and the Agreement/Estimate (3 pages), attached thereto and incorporated herein, 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.

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

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

5. Termination: The Agreement and Addendum 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.

6. Invalidity: If any provision of the 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 the Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree the 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 the 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 or interpreted to, waive the COUNTY'S governmental immunity.

8. 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 the 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 the Agreement or this Addendum.

9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the 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. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the 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 the Agreement and Addendum.

12. 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.

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

14. Notices: All notices required and permitted under the 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.

15. Force Majeure: Neither party shall be liable to perform under the 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 obligations are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations, the Agreement and Addendum 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 obligations due or for any damages as a result of termination under this provision.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement or any of its attachment, terms and conditions or hyperlinks to exterior agreements, the provisions and conditions set forth in this Addendum shall control.

18. 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.

19. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks 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.

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

21. Assertion of Agency. By signing below for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to this agreement and that any asserted entity is not defunct or dissolved.

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**Signature Page**

**LARAMIE COUNTY, WYOMING**

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

ATTEST:

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

**CONTRACTOR: CAPITOL ROOFING., INC.**

By: Hayden Humphrey Date 1/5/2025  
Name: Hayden Humphrey  
Title: Partner

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

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

By: Barb J Date 1/12/26  
Laramie County Attorney's Office



Capitol Roofing, Inc.  
805 East Fox Farm Rd.  
Cheyenne WY 82007

Phone: (307) 638-7724  
Fax: (307) 638-3887

**Company Representative**  
Hayden Humphrey  
Phone: (307) 421-3870  
Hayden@CapitolRoofingInc.com

## Roof Overlay Estimate

12/04/2025

**Jason Smallwood**  
**Laramie County Fair**  
3965 Archer Parkway  
Cheyenne, WY 82007  
(307) 633-4388

Job: 11035141: Jason Smallwood

### Roofing Section

	Qty	Unit	Per Unit Charge	Price
Remove spray coating	61.00	LF	--	--
There is a layer of spray foam coating that will need to be removed in between the two buildings.				
Install Wood Nailer	565.00	LF	--	--
This will be installed around the perimeter of the building so that we can end the membrane correctly with the proper detail.				
Install EPS Flute Filler	142.00	SQ	--	--
This will be installed in between each rib so that there is no void space.				
Install Taper/Cricket System				--
This will be installed behind the mechanical units that are up there to help divert water away from sitting behind the unit.				
Install 1/2" HD Cover Board- Mechanically Attached (Wood or Metal Deck)	147.00	SQ	--	--
Install Plywood on Wall Junction	200.00	SF	--	--
Install 60 Mil TPO Membrane- Induction Weld	155.00	SQ	--	--
Install Split Pitch Pan Around Conduit or Wiring				--
Install Universal Cone: 1"-8"				--
Install Wall/ Curb Termination				--
Install Inside/Outside Corner Detail Patches				--
Field Wrap Detail				--
Install Perimeter Metal- Weldable				--
Adhesives, Plates, Screws, Rollers, Brushes, Miscellaneous supplies				--
Debris removal- Dumpster	1.00	EA	--	--
Telehandler	1.00	WK	--	--
Portable toilet delivery, pickup, and cleaning	1.00	EA	--	--
System Warranty	1.00	EA	--	--
20 year system warranty through Elevate 90 mph wind warranty Elevate				

## Gutters/downspout Replacement

Seamless Gutters & Downspouts	Qty	Unit	Per Unit Charge	Price
Remove & replace 6" K Style Seamless Gutters - (Includes end caps, pop-outs & caulking)	483.00	LF	--	--
Remove & Replace 3x4 downspouts	200.00	LF	--	--
<b>TOTAL</b>				<b>\$142,000.00</b>

### Licensed in the following communities:

Cheyenne CT-24-44030 / Laramie 03999 / Casper CONT-002183-2025 / Gillette 3604 / Wellington 25WEL-R-0336 / Loveland 5128 / Wheatland 6000-23 / Rawlins 109 / Riverton 2024069 / Rapid City AEC3594

### TERMS AND CONDITIONS OF CONTRACT

The paying of or rebating of your insurance deductible is a form of insurance fraud, as it interferes with a contract you have made with your insurance company. Capitol Roofing, Inc. may not pay or refund your deductible. No sale is valid until approved by Capitol Roofing, Inc. Management. These terms and conditions together with the specified scope of work constitute the entire contract. The following terms govern the sale of materials and labor pursuant to this contract. Any changes to this agreement must be made by written/printed signed change order agreed to by both parties. Changes/change orders will be accepted in writing, and Email, text or recorded voice mail change orders will be deemed valid.

### CONSUMER ACKNOWLEDGEMENTS

-I acknowledge and agree to payment terms as follows: Unless otherwise specifically mutually agreed upon, a down payment of 50% of initial contract total price is due upon contract signing, with the remaining balance due in full upon receipt of invoice. In instances where production time is in excess of three months, 10% deposit may be paid at signing, with 40% due at material ordering, with balance due at completion. Payment is expected upon receipt of invoice.  
 -I acknowledge that condensation due to lack of adequate insulation and/or ventilation due to building design or construction is not a roof installation failure and is not covered by the Company workmanship guarantee. Per NAHB Residential Construction Performance Guidelines 5th edition, "Wind driven rain or snow infiltration is not a roof installation error and is beyond contractor's control", Capitol Roofing, Inc. is not responsible for repair of damage related to such an occurrence. Additional intake/exhaust ventilation as a corrective measure is available at an additional cost.  
 -I acknowledge that during the normal course of roof replacement, that there may be a need to replace vent pipe and/or water heater roof flashing. I agree to have an HVAC expert inspect and assure proper ventilation connection inside attic upon roofing project completion. I agree to indemnify and hold harmless Capitol Roofing, Inc. in regard to any such dislodging or consequences thereof.  
 -I acknowledge that the 2018 International Residential Code statute #R905.2.1 reads "Sheathing requirements. Asphalt shingles shall be fastened to solidly sheathed decks", defined as having no more than 1/8" between deck boards. If deck overlay or replacement is required for code compliance, workmanship guarantee and most manufacturer's warranties (in case of material failure caused by decking) to be valid, most insurance companies cover this upgrade to code compliance. If my insurance policy does not allow for code compliance upgrades, I acknowledge that I am responsible for payment of code mandated upgrades, including sheathing & drip edge.  
 -To maintain the quality of our services, a 3% credit card processing fee will be added to your total. This fee is charged by our payment processor and is applicable to all transactions paid via credit card.

1. "IF Capitol Roofing has agreed to "act as General Contractor" in hiring, coordinating and managing & paying trade contractors beyond roofing, typical 10% & 10% General Contractor's O&P (overhead & profit) will be added to appropriate and approved trades. This charge is contingent upon approval by your claim adjuster and will not add to your out of pocket cost related to an insurance claim. All O&P monies are to be paid to Capitol Roofing, Inc. either directly by insurance company or forwarded by you upon receipt thereof."

2. All accounts unpaid after 30 days from invoice date are considered past due and are subject to collection process. The Company reserves the right to collect all of its costs, fees and expenses, including attorney's fees and costs incurred as associated with the interpretation and enforcement of this Agreement, including without limitation, the collection of any amounts owed. The Company shall have a continuing security interest in the labor and materials provided until payment is made in full.

3. The Company has prepared its scope of work with the intent of furnishing the labor and materials as specified. In the event materials or equipment cannot be furnished as specified, substitute materials capable of equal performance may be used at the Company's discretion with mutual consent of customer and Company.

4. UPON PAYMENT IN FULL OF MONIES OWED, The Company hereby warrants to Customer that, subject to the provisions contained herein, in the event of leaking, wind damage, or defects considered faulty workmanship, the Company shall repair or replace such defects for a period of five (5) years from substantial completion or invoicing of the work, whichever is earlier. Failure of Customer to give notice within the Guarantee Term shall constitute a waiver by Customer of all claims with respect to the labor and materials provided. The Company's total liability under this guarantee shall be limited to the defective portion of the work. The choice to repair, replace or pay to the Customer a reasonable cost of repairing or replacing the defective item shall be the Company's total liability. Workmanship guarantee is voided if work performed by Capitol is or has been tampered with in any way by others.

5. Delay in the performance of the Company's obligations due to any reason beyond the exclusive control of the Company, including without limitation, Acts of God (weather) and availability of material or labor shall not be a breach of this Agreement by the Company but shall permit the Company to extend its time of performance or to terminate this Agreement as the Company shall determine.

6. The invalidity or non-enforceable portion of any term or condition of Agreement shall not affect the validity of any other provision. This Agreement is not assignable by Customer. Any attempt by Customer to transfer any rights, duties or obligations under this Agreement without the approval of the Company is prohibited. Customer shall pay to Company the amount of any and all taxes, excises, or other charges which Company may be required to pay or to collect for the labor and materials provided.

7. Any additional work requested by Client or required by any federal, state or local laws, ordinances or inspector, will be performed on an extra charge basis.

8. Capitol Roofing, Inc. is fully insured for your protection and ours by a \$1,000,000/\$2,000,000 General Liability policy and our employees are insured by Wyoming Worker's Compensation Insurance. Additionally, any Contract Labor Providers we may utilize are insured under an additional policy. For

insurance inquiries, you may contact HUB International 307-823-6127 or 307-823-6134.

9. If your property has a satellite dish we will remove & re-install it during installation. We will re-install the dish in as close to the same location and angle as possible that it was removed from. Tuning to enhance signal is your responsibility, including costs associated, if any.

10. Unless expressly stated to the contrary, Company reserves the right to change or cancel the contract without liability in the event that unforeseen elements result or are likely to result in costs and expenses beyond the scope of what was originally anticipated. Company may proceed based upon a verbal acceptance of this proposal, but it reserves the right to require that the customer sign this document before work begins. Similarly, in the event of a change order that will change the scope of the work and the amount owed under this Agreement, Company reserves the right to require a signed change order, but may, at its option, waive that right. Except to the extent that either party seeks relief that can only be granted in Court (such as a mechanic's lien for foreclosure) the parties agree that any disputes regarding the work, the workmanship, the amount owed, or anything else arising out of this contract or the work done pursuant to it, will be resolved by the company selected court and pursuant to its rules for resolving construction disputes. The parties further agree that the prevailing party in such a dispute will be entitled to recover all costs, disbursements, and attorney's fees.

**Universal Citation:** WY Stat § 29-2-112 (1997 through Reg Sess)

(a) With respect to perfecting the right to file a construction lien under this chapter, the following preliminary notice requirements shall apply:

(i) The contractor, subcontractor and materialman shall send written notice to the record owner or his agent, of the right to assert a lien against the property for which services or materials are provided if the contractor, subcontractor or materialman is not paid, and the right of the owner or contractor to obtain a lien waiver upon payment for services or materials. Each subcontractor and materialman shall provide a copy of the written notice to the contractor for which the subcontractor or materialman is providing services or materials;

(ii) Any notice required under this section shall be sent:

(A) By the contractor prior to receiving any payment from owner, including advances;

(B) By the subcontractor or materialman within thirty (30) days after first providing services or materials to the construction project.

(iii) Failure to send the notice required under this section within the time specified shall bar the right of a contractor, subcontractor or materialman to assert a lien;

(iv) The notice required under this section shall be in substantially the same format and contain the same information as the notice contained in W.S. 29-10-101. The form shall be made available and may be obtained at the county clerk's office of each county.

11. You, the consumer, may cancel this contract in its entirety free of charge at any time prior to midnight of the fifth business day after the date of this contract, or fifth day after your insurance company has denied payment of roof claim, whichever date is later. Cancellation may be via FAX to 307-638-3887 or printed cancellation sent to 805 E. Fox Farm Rd, Cheyenne, WY 82007. Date of postmark will prevail. If contract is so cancelled, all monies paid to Company will be refunded by regular mail to the consumer, within 10 days of cancellation. If the contract is cancelled at the request of the consumer at any time after the fifth day rescission period, the Company reserves the right to assess a fee equal to any job cost incurred by Capitol Roofing, up to 20% of the total contracted amount. If the contract is cancelled by company, any money received by company, less any expense paid out on behalf of contract will be refunded to customer within 10 days of cancellation.

By signing this contract, I am agreeing to the scope of work, price and terms as outlined.

Roofing Selected & Color: \_\_\_\_\_ Int: \_\_\_\_\_

Gutter Color if applicable: \_\_\_\_\_ Int: \_\_\_\_\_

Perimeter Metal Color: \_\_\_\_\_ Int: \_\_\_\_\_

Other \_\_\_\_\_

Customer Printed Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Capitol Roofing Representative Signature: \_\_\_\_\_

Company Authorized Signature

1/5/2025

Date

Customer Signature

Date