

**AGREEMENT TO CHANGE ORDER ONE REPLACE ROOF SYSTEM AT 2020  
CAREY BUILDING**

**between**

**LARAMIE COUNTY, WYOMING AND CAPITOL ROOFING, INC.**

This Agreement ("Agreement") is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and Capitol Roofing, Inc., 805 E Fox Farm Road, Cheyenne, WY 82007 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to formalize COUNTY'S acceptance of the change order #1 by CONTRACTOR, dated November 12, 2024, Job: 11033007, which expands services for CONTRACTOR to the current contract between the parties to replace the roof system for the location of 2020 Carey Ave, Cheyenne, WY 82001, for both the lower roof and upper roof, as agreed to by the parties in the **"Agreement to Replace Roof System at 2020 Cary Building between Laramie County, Wyoming and Capitol Roofing, Inc."**, which is referenced and incorporated herein.

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Agreement is completely performed or terminated as provided herein.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR six thousand five hundred dollars (\$6,500.00) for the services detailed in **"Attachment A"**, attached and incorporated herein.

**IV. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide and complete the change order: **"Attachment A"**. The parties, by signing this agreement agree that the existing agreement(s) between the parties remain in full force and effect. Further, all language under "Terms and Conditions of Contract" of **"Attachment A"** up to the signature lines of the same, **are hereby removed** and have no force and effect upon the parties. In any instance where the removed language would have conflicted with this Agreement and the parties' current Agreement(s), the Agreement(s) will control.

## 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: The Agreement (5 pages) and Attachment A (4 pages), and other Agreement(s) concerning the roof at 2020 Carey Ave, between the parties, represent the entire and integrated agreement(s) 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: This Agreement, or any rights or obligations hereunder shall not be assigned or delegated by a party without the prior written consent of the other party.

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

5. 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; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. 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 the provisions of this Agreement are fully severable.

7. 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 or the Federal District Court, District Of Wyoming. This provision is not intended, nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement.

8. 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.

9. 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.

10. 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, 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.

11. 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.

12. Indemnification: To the fullest extent permitted by law, 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 CONTRACTOR for the COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide the 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 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: 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 CONTRACTOR, the Agreement may be terminated by the COUNTY at the end of the period for which funds are available. The 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 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 COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. 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.

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

19. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this Agreement, Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

**[remainder of page intentionally left blank, signatures on following page]**

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CAREY BUILDING**

**between**

**LARAMIE COUNTY, WYOMING AND CAPITOL ROOFING, INC.**

**Signature Page**

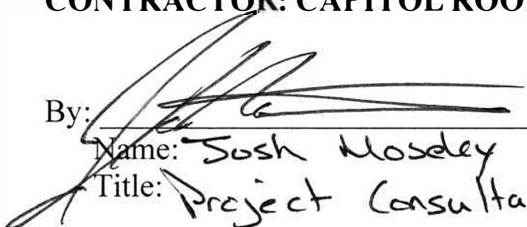
**LARAMIE COUNTY, WYOMING**

By:  \_\_\_\_\_ Date 11/13/24  
Chairman, Laramie County Commissioners

ATTEST:


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

**CONTRACTOR: CAPITOL ROOFING, INC.**

By:  \_\_\_\_\_ Date 11/13/24  
Name: Josh Mosley  
Title: Project Consultant

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

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

By:  \_\_\_\_\_ Date 11/13/24  
Laramie County Attorney's Office



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

# Roofing change order #1

11/12/2024  
Claim Information

Phone: (307) 638-7724

Fax: (307) 638-3887

**Company Representative**  
Josh Moseley  
Phone: (307) 287-1390  
Josh@CapitolRoofinginc.com

**Jason Smallwood**  
**Laramie County**  
2020 Carey Avenue  
Cheyenne, WY 82001  
(307) 633-4388

Job: 11033007: Jason Smallwood

## Roofing Primer

	Qty	Unit	Per Unit Charge	Price
Install Roof top primer	66.00	SQ	\$98.48	\$6,500.00

This primer is needed in order for the glue to stick to the layer of asphalt that was installed over the concrete deck.

THIS IS MANDATORY PER THE WARRANTY  
DEPARTMENT IN ORDER TO KEEP THE 30 YEAR  
SYSTEM

**\$6,500.00**

**TOTAL \$6,500.00**

Cheyenne License CT-24-44030 Gillette License 3604

### 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.

### MATERIAL PRICE ESCALATION CLAUSE:

Due to the recent, ongoing, and unprecedented volatility in material costs and availability, the following escalation clause has unfortunately become a necessary part of our proposals and contracts. In the event of material cost increase in excess of 7% from date of accepted proposal to date of material shipment, Capitol Roofing, Inc. reserves the right to pass on such cost in the way of change order. No profitability to Capitol Roofing will be increased, but only the covering of direct unforeseen costs. Any proposed change order(s) will be presented in print, along with documentation of relevant material price increase. If such a change order is presented, you, our valued customer will have the option of accepting the change order as presented by agreeing to pay the documented material cost increase, or to decline/refuse proposed change order. If you choose to proceed, the change order will be itemized and noted accordingly on the current contract or final invoice, whichever is appropriate under the circumstance. If you choose to terminate the agreement due to the change order prior to material order being placed, any monies previously paid to Capitol Roofing will be refunded within 10 days of notice of decline, less any direct costs to Capitol Roofing paid out associated with the project. If a particular unforeseen change order becomes necessary after the project has commenced, the change order will be presented for your review and consideration as noted. Agreement to proceed or choose an alternate option is to be negotiated and mutually agreed upon on a case by case basis. If insurance applies, then a supplement will be submitted to and negotiated with the insurance company. Capitol Roofing will always proceed with best effort in negotiations on behalf of you, the customer. However, some cost may not be able to be negotiated away, and may therefore remain a liability to you, the customer. If termination is elected the customer shall be required to pay any non-refundable costs.

## 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 damage caused by leakage due to ice damming is not a "roof leak" and is therefore excluded from the Company workmanship guarantee unless ice & water shield is installed during roof replacement/installation. \*\*As of January 1, 2019, the installation of ice & water shield on eaves to 2' inside warm walls per the 2018 IRC Building -Code became an enforceable mandate in the Cheyenne city limits.

\_\_\_\_ 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.

\_\_\_\_ I acknowledge that prices quoted are guaranteed for 30 days but may be honored longer at Capitol Roofing, Inc.'s discretion, and that no sale is final unless approved by Capitol Roofing, Inc. Management.

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

11/13/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date