

ROOF REPLACEMENT AGREEMENT
between
LARAMIE COUNTY, WYOMING and BIG HORN ROOFING, INC.

This Roof Replacement Agreement (Agreement) is made and entered into between Laramie County, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY"), and Big Horn Roofing, Inc., 605 South Adams, Laramie, WY 82070 ("CONTRACTOR").

I. PURPOSE

The purpose of this Agreement is to provide for the removal of TPO roof, and the installation of high density ISO rigid insulation over an entire roof area, as set forth in greater detail in the attached Estimate/Proposal (1 page), which is incorporated by reference herein ("Attachment A").

II. TERM

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

III. PAYMENT

COUNTY shall pay CONTRACTOR billing rates and expenses not to exceed twelve thousand, three hundred seventy-five dollars (\$12, 375.00) as indicated in Attachment A, upon completion of the services described in therein, or upon submission of such periodic invoices as mutually agreed 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 provide services for the complete removal of existing TPO roof, and installation of tapered insulation and ½ high density ISO rigid insulation over the entire roof area at the Laramie County Detention Center, as set forth 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.

C. CONTRACTOR shall provide a five (5) years warranty from Big Horn Roofing and a fifteen (15) years material warranty from the manufacturer.

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

D. Entire Agreement: This Agreement (5 pages), Estimate/Proposal (Attachment A) (1 page) represent the entire and integrated agreement and understanding between the parties and supersede 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 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 Wyo. Stat. § 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 upon request.

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, this 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 in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the Estimate/Contract (Attachment A), the provisions and conditions set forth in this Agreement shall control.

T. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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between
LARAMIE COUNTY, WYOMING and BIG HORN ROOFING, INC.

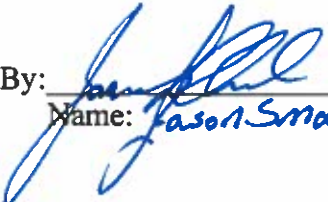
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: BIG HORN ROOFING, INC.

By:  _____ Date 3/20/18
Name: Jason Smallwood, President

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 3/26/18
Gladys Ayokosok, Deputy County Attorney

BIG HORN ROOFING, INC.

605 South Adams
Laramie, WY 82070
(307) 742-5706
(307) 721-2119 Fax

520 Date Street
Cody, WY 82414
(307) 587-4592
(307) 527-4592 Fax

www.bighornroofing.com

e-mail info@bighornroofing.com

Submitted to Laramie County Sheriff Office 1910 Pioneer Ave. Cheyenne, WY. 82001	DATE: JOB NAME: JOB LOCATION: JOB PHONE: ROOF AREA S.F. DATE OF PLANS:	March 13th 2018 Small roof by Exercise Yard Same Gary 633-4822 432
PHONE: 307-633-4822		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

- 1 Obtain the necessary building permit from the City of Cheyenne.
- 2 Tear off the existing TPO roof completely down to the concrete deck.
- 3 Saw cut and open up the scuppers at the exercise yard.
- 4 Install tapered insulation and 1/2" High Density ISO rigid insulation over the entire roof area.
These layers will be adhered to the concrete decking with a two part insulation adhesive.
- 5 Install a fully adhered white 60 mil TPO single ply membrane roofing system according to the manufacturer's specifications.
- 6 Flash the 3 rising walls approx 2 feet high and seal with termination bar and sealant.
- 7 Remove the cap flashing on the parapet wall and install adhered membrane flashing. Re-install the metal cap.
- 8 Properly install new membrane coated metal scuppers. These will be tied into the waterproofing layer on the one side and the new roofing on the other.
- 9 Remove all construction debris from the site and dispose of the rubbish properly.
- 10 Provide a 5 year labor warranty from Big Horn Roofing and a 15 year materials warranty from the manufacturer.

NOTE:

The infill of the removed concrete to access the scuppers is not included in this proposal.

NOTE: When accepting this proposal, please sign and date the original and return to the Big Horn Roofing in Laramie. Keep the extra copy for your records

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twelve thousand three hundred seventy five _____ dollars #####

Payment to be made as follows: Payment Due upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs

will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal is subject to approval by local code officials.

Authorized Signature Jason Smallwood

Acceptance of Proposal:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

The above prices, specifications and conditions are satisfactory and are hereby Signature

You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature