

**ADDENDUM TO ROOF REPLACEMENT ESTIMATE/AGREEMENT**  
**between**  
**LARAMIE COUNTY, WYOMING and CASTLE 1 DAY COATINGS**

This Roof Replacement Agreement (Agreement) is made and entered into between Laramie County, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY"), and Castle 1 Day Coatings, 10940 S. Parker Road, Suite 301, Parker, Colorado 80134 ("CONTRACTOR").

**I. PURPOSE**

The purpose of this Agreement is to provide for the removal of existing epoxy layer, prior to coating the roof floor at the Laramie County Detention Center, as set forth in greater detail in the attached Estimate/Contract, dated August 8, 2018 (2 pages), 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 at billing rates and expenses not to exceed the amounts indicated in Attachment A, upon completion of the services described in therein, or upon submission of such periodic invoices as mutually agreed upon 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. MODIFICATIONS**

A. The fourth paragraph (¶) of the Estimate/Contract with respect to security interest is omitted in its entirety and is of no further force or effect.

B. The ¶ entitled "Waiver of Certain Damages" is omitted in its entirety, and is of no further force of effect.

C. The ¶ entitled "Termination" is omitted in its entirety, and is of no further force or effect.

**RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide services for the removal of existing epoxy layer prior to coating the roof floor 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.

## 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/Contract (Attachment A (2 pages), and "Certificate of Liability Insurance" (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.

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. 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.


## **LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

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

**CONTRACTOR: CASTLE 1 DAY COATINGS**

By:  \_\_\_\_\_ Date 8-22-18  
Name: DAVID S. McLEAN

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

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

By:  \_\_\_\_\_ Date 8/27/18  
Gladys Ayokosok, Deputy County Attorney



C - 12'4" x 32' = 392 (1411)  
 D - 32' x 32' = 1,024  
 E - 32' x 32' = 1,024  
 F - 32' x 32' = 1,024

# ESTIMATE / CONTRACT

Add Aluminum Oxide to the top coat!

10940 S. Parker Road  
 Suite 301  
 Parker, CO 80134  
 720-377-8882

www.Castle1DayCoatings.com

Representative <u>Clay Adams</u>				Phone <u>303-931-9580</u>			
Name <u>Gary Ford (Maintenance Super)</u>				Company <u>Laramie County Sheriff's Dept.</u>			
Address <u>1910 Pioneer Ave</u>				City <u>Cheyenne</u>		St <u>WY</u>	Zip <u>82001</u>
Primary Phone <u>307-633-4822</u>				Secondary Phone			
Email <u>gford@laramiecounty.com</u>				Chip Color <u>Slate Stone</u>			
Area 1: <u>C&amp;D Pod</u>		x Cost	= Total	Area 2: <u>E&amp;F Pod</u>		x Cost	= Total
Sq. Ft.	<u>1,416</u>	\$ <u>8.50</u> / SQ FT	\$ <u>12,036</u>	Sq. Ft.	<u>2,048</u>	\$ <u>8.50</u> / SQ FT	\$ <u>17,408</u>
Vertical		\$ <u>7.00</u> / LF	\$	Vertical		\$ <u>7.00</u> / LF	\$
Steps		\$ <u>150.00</u> EA	\$	Steps		\$ <u>150.00</u> EA	\$
Cracks		\$ <u>7.00</u> / LF	\$	Cracks		\$ <u>7.00</u> / LF	\$
Pitting		\$ <u>10.00</u> / SQ FT	\$	Pitting		\$ <u>10.00</u> / SQ FT	\$
Removal	<u>1,416</u>	\$ <u>1.50</u> / SQ FT	\$ <u>N/C</u>	Removal	<u>2,048</u>	\$ <u>1.50</u> / SQ FT	\$ <u>N/C</u>
Form Cove		\$ <u>12.00</u> / LF	\$	Form Cove		\$ <u>12.00</u> / LF	\$
Minimum Charge		\$ <u>1,800.00</u>	\$	Minimum Charge		\$ <u>1,800.00</u>	\$
Move Out / In			\$	Move Out / In			\$
Trailer Rental			\$	Trailer Rental			\$
Subtotal for Area 1		\$ <u>12,036</u>		Subtotal for Area 2		\$ <u>17,408</u>	
Condition <u>Existing heavy epoxy</u>				Condition <u>Existing heavy epoxy</u>			
Combined Sq. Ft.*		x Cost	= Combined Cost	+ Features & Repairs		= Total Combined Cost of Areas	
<u>3,464</u>		\$ <u>8.50</u>	\$ <u>29,444</u>	\$ <u>N/C</u>		\$ <u>29,444</u>	
Additional Installation Notes				Subtotal for Project			
Remove existing epoxy layer. Install form cove product on floor to wall intersections to seal the seams and prevent any leakage below.  *For combined pricing, areas must be able to be completed at the same time. **Cracks or substrate damage not covered under warranty.				Code			
				Other		<u>N/C</u>	
				Marketing			
				Subtotal		\$ <u>29,444</u>	
Payment Information				Tax (Rate )		\$ <u>N/A</u>	
Date		Payment Type		Total		\$ <u>29,444</u>	
Date		Payment Type		Initial Payment (50%)		\$ <u>14,722</u>	
Client Signature				Due Upon Completion		\$ <u>14,722</u>	
Date				Representative Signature		Date	
CC #				<u>Clay Adams</u>		<u>08/08/18</u>	
Name							
Exp		CVR					
For credit card payments, balance due will automatically be charged upon job completion. For checks or cash, balance will be collected by crew foreman. Finance charges will be assessed on all balances over 30 days in accordance with applicable law.							

The Customer, owners of the property located on the front of this document, agrees to buy, and Castle 1 Day Coatings, Inc. agrees to provide and install all materials described on the face of this form, along with any Change Orders.

Customer agrees that, immediately upon completion of work, to pay the balance in full which will be collected by the crew foreman. If paid by credit card, that payment will be automatically charged the morning of the installation.

Castle 1 Day Coatings, Inc. reserves the right to issue a Change Order or terminate this Contract if it determines that our installers cannot complete the work due to environmental hazards such as mold, asbestos, lead paint, etc. and structural problems, pricing errors, or because work required to complete the work was not included in the Contract. In the event of termination, Customer agrees to pay for material, labor, and expenses in this agreement or allowed under law. Change Orders must be agreed upon by both parties, and shall be paid for prior to work being initiated.

As allowed by law, Castle 1 Day Coatings, Inc. has the right to place a security interest against the customer's property if customer fails to make required payments under Customer's direct control.

**Customer Notice:** You are entitled to a completely filled out copy of this document at the time you sign. Customer may cancel this agreement without penalty or obligation by delivering written notice to Castle 1 Day Coatings, Inc. at the address listed on the face of the form before midnight of the third business day from Contract execution.

\_\_\_\_\_  
CUSTOMER INITIALS

\_\_\_\_\_  
DATE

**Start and Completion:** As described in this Contract, work is estimated to begin 3-6 weeks from the date of contract and will be substantially completed within 24 hours if the project is typical in nature as defined by the installation checklist. This is only an estimate, and you will be contacted by the office for more information.

We offer 2 warranties of the product and the installation for either 15 years or lifetime. These are described in detail in separate documents and a copy will be provided to you upon payment and job completion.

**Waiver of Certain Damages:** Both Castle 1 Day Coatings, Inc. and the customer waive any claims against the other for lost profit, lost use, lost revenue, direct, indirect, inconsequential or incidental damages relating to work, the materials or services of Castle 1 Day Coatings, Inc. or its Authorized Installer or this Contract, but excluding waiver of claims for injury to persons.

**Termination:** If customer breaches this Contract or declines a reasonable Change Order request, Castle 1 Day Coatings, Inc. may immediately terminate the Contract without further obligation. Customer will be charged a service fee equal to fifteen percent (15%) of the total contract amount if the transaction is cancelled after the third (3rd) business day following execution of the Contract but before materials are ordered. A service charge of thirty-five percent (35%) of the total contract amount will be charged if this Contract is cancelled after the material is ordered.