

**AGREEMENT TO REPLACE WINDOWS IN THE LARAMIE COUNTY RECORDS
CENTER
between
LARAMIE COUNTY, WYOMING and GLASS MASTERS**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and Glass Masters, 1671 Stillwater Ave., Cheyenne, WY 82009 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide demolition of existing glass and provide and install insulated units as listed in the estimate provided to Laramie County.

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 force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the estimate attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$15,688 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. 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). This project is being paid for with Federal ARPA Funds (CFDA #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall supply and install insulated window units.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, delivery and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers as deemed appropriate by COUNTY.
- C. 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 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.

V. GENERAL PROVISIONS

A. 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.

B. Entire Agreement: This Agreement (5 pages), and the estimate (3 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. 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.

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

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

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

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CENTER
between
LARAMIE COUNTY, WYOMING and GLASS MASTERS**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Troy Thompson, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: GLASS MASTERS

By: _____ Date 4/14/2022
Name: Kris Hager
Title: Managing Member

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date 4/18/2022
[Signature]
Laramie County Attorney's Office



Glass Masters
Commercial * Residential
1671 Stillwater Ave., Cheyenne, WY 82009
Phone: 307-638-1180, Fax: 307-638-0976
jvosberg@glassmasterscheyenne.com

- Proposal -

| | | | |
|-----------------------|---------------|-------------------------------|-------------|
| PROPOSAL SUBMITTED TO | | PHONE | DATE |
| Laramie County | | | 3/4/2022 |
| STREET | | JOB NAME | |
| | | Laramie County Clerks Office | |
| CITY, STATE, ZIP | | JOB LOCATION | |
| | | 2001 Carey Ave., Cheyenne, WY | |
| ATTENTION | DATE OF PLANS | ESTIMATOR | |
| Jerry Pribble | | Joel Vosberg | Page 1 of 1 |

BUDGET PRICING TO INCLUDE:

- 1) Demolition of upper glass. 2) Installation of break metal sill. 3) thermally broken 1" sash.
4) 1" insulated units of 1/4" gray low E glass heat-strengthened glass / 1/2" Air Space /
1/4" clear laminated glass

***** PRICING IS FOR CURRENT DATE, PRICES ARE RISING ON THE AVERAGE
15% EVERY 60 DAYS*****

Total Base Bid (Materials & Labor) = \$15,688.00

*Final Cleaning and protection by others

*Final Cleaning and protection by others

Any window films excluded

Manufacturers Standard Finish Warranty.

Glass Masters Terms and conditions are the terms and conditions of our suppliers

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

Dollars and 00/100 (\$00.00)

PAYMENT TO BE MADE AS FOLLOWS:

ADDENDUM #S SEEN AND CONSIDERED:

Per contract agreement.

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

Authorized
Signature

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

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Glass Masters, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Date of
Acceptance

Authorized
Signature

Laramie County Clerk and Recorder

| Make-up Name | Make-up Icon | Glass 1 & Coating | Glass 2 & Coating | Glass 3 & Coating | Interlayer 1 | Visible Light | | | Ultraviolet | Solar Energy | | | Thermal Properties | |
|----------------------------------|--------------|--|--------------------------------------|--------------------------------------|-------------------------------------|---------------|----------------------------|----------------------|------------------------------|---------------|-------------|------------------------------------|---------------------|--------------------------|
| | | | | | | Transmittance | Reflectance | | Trans UV (T _{UV} %) | Transmittance | Reflectance | Solar Heat Gain Coefficient (SHGC) | U-Value | |
| | | | | | | | Visible (T _v %) | P _v % out | | | | | P _v % in | Solar (T _s %) |
| SN68 on Gray - 3mm-0.030 PVB-3mm | | SunGuard® SN 68 (North America) on Guardian Gray Glass (North America) | Guardian Clear Glass (North America) | Guardian Clear Glass (North America) | 0.030" (0.76mm) Saflex® R Clear PVB | 34.2 | 6.29 | 10.5 | 0.0217 | 17.8 | 16.0 | 0.249 | 0.290 | 0.273 |

Calculation Standard: NFRC 2010

SN68 on Gray - 3mm-0.030 PVB-3mm
Outdoors

| | | | |
|---------------------|--------------------------------------|--|------------------------------------|
| GLASS 1 | Guardian Gray Glass (North America) | | #1 ---- |
| | Thickness = 1/4" (6mm) | | #2 SunGuard® SN 68 (North America) |
| GAP 1 | 100% Air, 1/2" (12.7mm) | | |
| GLASS 2 | Guardian Clear Glass (North America) | | #3 ---- |
| | Thickness = 1/8" (3mm) | | #4 ---- |
| INTERLAYER 1 | 0.030" (0.76mm) Saflex® R Clear PVB | | |
| GLASS 3 | Guardian Clear Glass (North America) | | #5 ---- |
| | Thickness = 1/8" (3mm) | | #6 ---- |

Total Unit (Nominal) = 1 1/32 in

Slope = 90°

Window Height = 1 meter

Estimated Nominal Glazing Weight: 6.08 lb/ft²

Indoors
Important Notes

Calculations and terms in this report are based on NFRC 2010. The performance values shown above represent nominal values for the center of glass with no spacer system or framing.

Laminated products:

The Performance Calculator allows the user to model a wide variety of laminated glass makeups using different float glass substrates, coatings and interlayer material, including those makeups where the coating faces the interlayer. It is the user's responsibility to assess whether the laminated glass makeup meets relevant regional standards and complies with applicable laminated glass safety regulations.

In addition, when the laminated glass makeup includes a coating facing the interlayer material, there may be a loss of thermal insulation performance and a color change compared to non-embedded coated glass.

Non-specular products (translucent or diffuse):

The performance measurement for non-specular (translucent or diffuse) materials such as translucent interlayers or acid etched glass surface, or surface with ceramic frit is limited by the current experimental technologies. Since measurements capture physically only a part of the resulting radiation, calculated performance results provided herein and based on such measurements are not compliant with any standard (including EN 410) and may only be used as a general reference. Actual values may vary significantly based upon



PERFORMANCE CALCULATOR

exact fabrication process, as well as type, thickness and color of used non-specular material.

Please note that the Thermal Stress Guideline is only a general guide to the thermal safety of a glazing, and it is not a replacement for detailed thermal stress analysis.

Explanation of Terms

Visible Light Transmittance (Tv, %) is the percentage of incident light in the wavelength range of 380 nm to 780 nm that is transmitted by the glass.

Ultraviolet (UV) Transmittance (Tuv, %) is the percentage of the incident solar radiation transmitted by the glazing in the 300 nm to 380 nm range.

Solar Energy Direct Transmittance (Te, %) is the percentage of incident solar energy in the wavelength range of 300 nm to 2500 nm that is directly transmitted by the glass.

Visible Light Reflectance Outdoors/Indoor (Rv out/in, %) is the percentage of incident visible light directly reflected by the glass.

Solar Direct Reflectance Outdoors/Indoors (Re out/in, %) is the percentage of incident solar energy directly reflected by the glass.

Solar Energy Absorptance (Ae, %) is the percentage of the sun's energy that is absorbed by glass.

U-Value is the glazing parameter that characterizes the heat transfer through the central part of the glazing, i.e. without edge effects, and expresses the steady-state density of heat transfer rate per temperature difference between the environmental temperatures on each side. US Standard units are Btu/hr·ft²·F and SI / Metric units are W/m² K.

Relative Heat Gain (RHG) is the total net heat gain to the indoors due to both the air-to-air thermal conductance and the solar heat gain. US Standard units are Btu/hr·ft² and SI / Metric units are W/m².

Shading Coefficient (sc) is Solar Factor divided by 0.87. It is a measure of the solar heat gain referenced to 3 mm clear glass which has the designated value of 1.00.

Solar Heat Gain Coefficient (SHGC) is the sum of the solar direct transmittance and the secondary heat transfer factor of the glazing towards the inside, the latter resulting from heat transfer by convection and longwave IR-radiation of that part of the incident solar radiation which has been absorbed by the glazing.

Light-to-Solar Gain (LSG) is the ratio of visible light gain to solar gain. $LSG = (\text{Visible Transmittance}) / (\text{SHGC})$

Color Rendering Index in transmission, D65 (Ra) is the change in color of an object as a result of the light being transmitted by the glass.

Weighted Sound Reduction Index (Rw) is a single-number quantity which characterizes the airborne sound insulation of a material or building element over a range of frequencies.

Sound Transmission Class (STC) is a single-number quantity which characterizes the airborne sound insulation of a material or building element over a range of frequencies.

Disclaimer

This performance analysis is provided for the limited purpose of assisting the user in evaluating the performance of the glass products identified on this report.

Spectral data for products manufactured by Guardian reflect nominal values derived from typical production samples or CE Initial Type Testing and subject to variations due to manufacturing and calculation tolerances. Spectral data for products not manufactured by Guardian were derived from the LBNL International Glazing Database and have not been independently verified by Guardian. Guardian recommends a full-size mock-up be approved.

The values provided herein are generated according to established engineering practices and applicable calculation standards. Many factors may affect glazing characteristics, including glass size, building orientation, shading, wind speed, type of installation, production process and others. The applicability and results of the analysis are directly related to user inputs and any changes in actual conditions can have a significant effect on the results. It is the responsibility of the users of the analysis to ensure that the intended application is appropriate and complies with all relevant laws, regulations, standards, codes of practices, processing guidelines and other requirements. Guardian makes no guarantee that any glazing modeled herein is available from Guardian or any other manufacturer. The user has the responsibility to check with the manufacturer regarding availability of any glass type or make-up.