

**AGREEMENT TO REPLACE THE CHEYENNE/LARAMIE COUNTY EMERGENCY
MANAGEMENT AGENCY FRONT DOORS**

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, 82001 ("COUNTY") and Glass Masters, 1671 Stillwater Ave., Cheyenne, WY 82009 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the removal of existing doors and deliver and install new doors as listed in the proposal 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 proposal attached hereto as Attachment A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$22,500.00 (proposal 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 doors at the EMA facility.
- 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 proposal (2 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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MANAGEMENT AGENCY FRONT DOORS
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 May 6, 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:

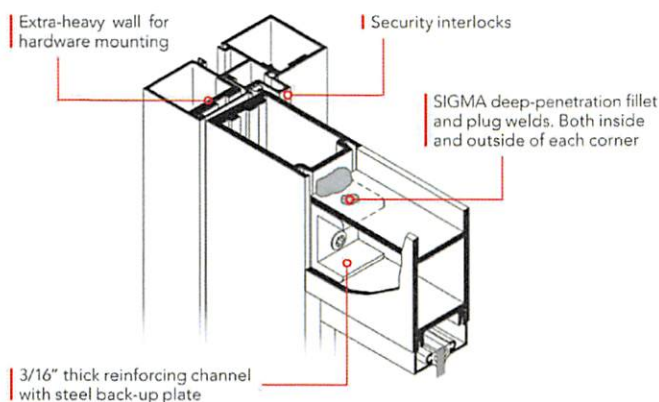
By: _____ Date 5/10/27
Laramie County Attorney's Office



ENGINEERED FOR THE MOST DEMANDING ENVIRONMENTS

350/500 Tuffline® Entrances

There are heavy-duty doors, and then there are 350/500 Tuffline® Entrances. Kawneer's toughest all-in-one door, frame and hardware system is engineered to withstand heavy traffic in schools, university buildings, shopping malls, stadiums and convention centers.

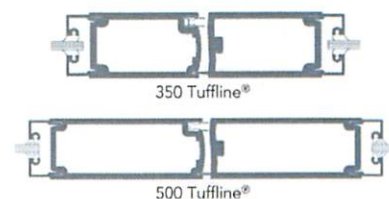


**FOSSIL RIDGE HIGH SCHOOL,
POUDRE SCHOOL DISTRICT FT.
COLLINS, COLORADO**

ARCHITECT
RB + B Architects, Inc., Ft. Collins, Colorado

GLAZING CONTRACTOR
B & W Glass, Inc., Cheyenne, Wyoming

PHOTOGRAPHY
© CJBerg



STRONGER PERFORMANCE

While other heavy-wall doors are installed in standard frames, Tuffline® Entrances are enhanced with 3/16" minimum frame walls in addition to a strengthened door. Additionally, the Tuffline® frame is reinforced with an extra heavy-duty 5/16" wall at hinging locations. The door itself is even tougher, boasting a 7/16" thickness at fastener locations and a depth of 2". Heavy-duty steel brackets tie the threshold into the frame, so Tuffline® Entrances are more durable and long-lasting.

350 Tuffline® has a 3-1/2" wide stile, while 500 Tuffline® has a 5" wide stile. Both feature an enhanced security interlocking with the door frame, complete with directly mounted, heavy-duty hinges and pivots. Tuffline® Entrances are also available with panic hardware options, including Kawneer's Paneline® exit devices.

350/500 Tuffline® Entrances include Kawneer's advanced corner construction design that joins stiles to rails with reinforced 3/16" steel nut plates, Sigma deep penetration plug welds, and two Sigma fillet welds – a total of 16 welds per door.

CLEANER AESTHETICS

350/500 Tuffline® delivers clean aesthetics, including a choice of beveled or square glass stops for various glazing options. The door stile can be configured for the use of continuous hinges and a one-piece cross rail matches the Paneline® sightline.

Architectural Class I anodized aluminum finishes are available in clear and Permanodic® color choices. Painted finishes that meet AAMA 2605 are offered in many standard choices and unlimited specially-designed colors. Solvent-free powder coatings add the green element with high performance, durability and scratch resistance that meet the standards of AAMA 2604.



Glass Masters

Commercial * Residential

1671 Stillwater Ave., Cheyenne, WY 82009

Phone: 307-638-1180, Fax: 307-638-0976

jvosberg@glassmasterscheyenney.com

~ Proposal ~

PROPOSAL SUBMITTED TO Laramie County		PHONE	DATE 4/27/2022
STREET 310 W. 19th St. Ste 410		JOB NAME Laramie County EMS door repalcement	
CITY, STATE, ZIP Cheyenne, WY		JOB LOCATION	
ATTENTION Logan Pitman	DATE OF PLANS	ESTIMATOR Joel Vosberg	

WE HEREBY PROPOSE TO FURNISH AND INSTALL:

Kawneer Dark Bronze Tuff-Line pair of doors in 3/4" sub-frame, with 1" clear low E glass.

New Hardware to include: 1- Von Duprin QEL9847DT, 1- Von Duprin QEL 9847NL-OP, 2-EPT power transfer, 1- Power Supply, 4- LCN 4040xp closers, 2- Glynn Johnson 104

Overhead concealed stops, 1- cylinder, 2-sweeps, 2- concrete mounted door stops

Total Base Bid (Materials & Labor) =

\$22,500.00

*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:

Twenty Two Thousand Five Hundred Dollars and 00/100

(\$22500.00)

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



GLASMAS-01

AATKINSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burns Insurance Agency, Inc 237 Storey Blvd Suite 200 Cheyenne, WY 82009	CONTACT NAME: Amber Atkinson	
	PHONE (A/C, No, Ext): (307) 634-5757	FAX (A/C, No): (307) 634-7236
	E-MAIL ADDRESS: amberr@burnsia.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Cincinnati Indemnity Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

JBKH LLC DBA Glass Masters
1671 Stillwater Ave
Cheyenne, WY 82009

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP0526823	3/2/2022	3/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0526823	3/2/2022	3/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0526823	3/2/2022	3/2/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EPP0526823	3/2/2022	3/2/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions			EPP0526823	3/2/2022	3/2/2025	Per Claim \$ 1,000,000
A	Errors & Omissions			EPP0526823	3/2/2022	3/2/2025	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage listed in Workers Compensation and Employers' Liability section is for Wyoming Employers' Liability (Stop Gap) only.

CERTIFICATE HOLDER

CANCELLATION

Laramie County, Wyoming
310 W 19th St, Ste 300
Cheyenne, WY 82001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Atkinson



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
*****.wyomingworkforce.org



Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

Recipient:

Employer:

LARAMIE COUNTY, WY
Attn:
310 WEST 19TH STREET, SUITE 300
CHEYENNE, WY 82001

JBKH LLC
1671 STILLWATER AVE
CHEYENNE, WY
82009-7331

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 5/6/2022

EXPIRATION DATE: 5/6/2023

Job Reference: EMS Door Replacement

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278



Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

LARAMIE COUNTY, WY

310 WEST 19TH STREET, SUITE 300
CHEYENNE, WY 82001

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 139424
ONLY VALID AS ISSUED TO: LARAMIE COUNTY, WY
EFFECTIVE DATE: 5/6/2022
EXPIRATION DATE: 5/6/2023

PROJECT: EMS Door Replacement

A review of the Division files indicates that JBKH LLC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use JBKH LLC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

JBKH LLC
1671 STILLWATER AVE
CHEYENNE, WY 82009-7331