

**REPLACEMENT OF EXTERIOR WINDOWS
AT COUNTY ADMINISTRATION BUILDING
VALLEY GLASS SALT LAKE, LLC**

AGREEMENT dated this 23rd day of May, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Valley Glass Salt Lake, LLC ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor shall: (a) furnish all labor and equipment; (b) furnish and deliver all materials not specifically identified as to be furnished by Owner; (c) remove all existing exterior windows in the Tooele County Administration Building except those windows that were recently replaced in the county council chamber remodel; (d) furnish and install new exterior windows in the Tooele County Administration Building except those windows that were recently replaced in the county council chamber remodel; and (e) do and perform all other tasks required by the project plans and specifications and other documents included in the Request for Proposal and Contractor's quote. It is anticipated that the work will be completed in four phases, one for each exterior side of the County Administration Building.
2. Owner shall obtain all necessary permits at Owner's expense.
3. As payment in full, County agrees to pay to Contractor the following amounts upon completion and acceptance of each phase by County: \$66,817 for the east side of the building (includes one door); \$66,449 for the north side of the building; \$63,345 for the south side of the building; \$87,866 for the west side of the building; for a total amount of \$284,477.
4. Contractor covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner and in conformity with the project plans and specifications and Contractor's quote, both of which are hereby made a part of this Agreement.
5. Contractor shall order all necessary materials forthwith, shall begin installation upon receipt of materials, and shall complete the work no later than October 31, 2023.
6. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.
7. Commencing immediately and continuing until completion, Contractor shall communicate with County Facilities Director Jason Sparks at least once every two weeks to discuss expected materials delivery date(s), percentage of completion, expected completion date, impediments to timely completion, etc.

8. Prior to acceptance by County, Contractor and County shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days.
9. Contractor shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement.
10. Additional work and deviations from the project plans and specifications shall require written change orders which must be approved in advance by both parties.
11. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.
12. This Agreement and the documents specified in paragraph 4 above constitute the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.
13. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.
15. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.
16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
17. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
18. Contractor is not currently engaged in a boycott of the State of Israel and will not engage in a boycott of the State of Israel for the duration of this Agreement. Contractor is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (b) engages in, facilitates, or supports the manufacture, distribution, sale, or

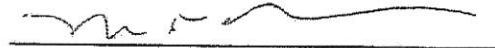
use of firearms; (c) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (d) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Contractor shall notify County in writing if Contractor begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

TOOELE COUNTY:

VALLEY GLASS SALT LAKE, LLC:



James A. Welch
Tooele County Manager



Marcus Naylor
Manager

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney

VALLEY GLASS SALT LAKE, LLC
 26 EAST 800 SOUTH
 Salt Lake City, UT 84111-4104

Copy 1

PH:(801) 534-1908 FAX:(801) 531-8273

Contractor License: 244090-5501

Federal Tax ID: 83-2668941

Remit To: Valley Glass Salt Lake, LLC, PO Box 142, OGDEN, UT 84402

P/O#: JASON SPARKS

Cust State Tax ID: 11966427

Cust Fed Tax ID:

Ship Via:

Quote: Q10175040

Date: 5/9/2023

Time: 12:28 PM

Taken By: kathyd

Installer:

Sales Rep: HOUSE ACCOUNT

Adv. Code: RC

Bill To: 0658

Sold To: 0658

TOOELE COUNTY PARKS & REC.
 47 SOUTH MAIN
 TOOELE, UT 84074

TOOELE COUNTY ADMIN BLDG.
 47 SOUTH MAIN
 JASON SPARKS: 435-843-4001
 TOOELE, UT 84074

(435) 843-4003 Mobile: (801) 232-1802

Vehicle Information

Qty	Part Number	Description	List	Disc%	Sell	Total
1	COMMERCIAL	BRONZE FRAMES/LOW-E GLASS/ LIFT RENTAL MATERIAL INSTALLED (EAST SIDE)	\$66,817.00	0	\$66,817.00	\$66,817.00
1	COMMERCIAL	BRONZE FRAMES/LOW-E GLASS/ LIFT RENTAL MATERIAL INSTALLED (NORTH SIDE)	\$66,449.00	0	\$66,449.00	\$66,449.00
1	COMMERCIAL	BRONZE FRAMES/LOW-E GLASS/ LIFT RENTAL MATERIAL INSTALLED (SOUTH SIDE)	\$63,345.00	0	\$63,345.00	\$63,345.00
1	COMMERCIAL	BRONZE FRAMES/LOW-E GLASS/ LIFT RENTAL MATERIAL INSTALLED (WEST SIDE)	\$87,866.00	0	\$87,866.00	\$87,866.00

CSR: kathyd

Sales Rep ID: Flat Glass

GLASS CARE LINK

<https://view.com/sites/default/files/documents/GANA-cleaning-procedures-01-0116.pdf>

PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE!

"Thanks for supporting your local Glass Company"

Instructions:

Net 30

Total:

Sub Total: \$284,477.00

Tax: \$0.00

Total: \$284,477.00



Tooele County Council Agenda Item Summary

Department Making Request:

Facilities Management

Meeting Date:

May 23, 2023

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: 10/31/2023

Grant
With County Match

Contract
More than 1 yr.

Other _____

Exp date: _____

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 284,477.00

Item Title: Admin Building Window Replacement

Please answer the who? what? when? why?

This is a contract with Valley Glass Salt Lake, LLC, who is a sole source provider on the state vendor list, for the removal and replacement of the existing exterior windows and window frames in the county administration building. This work will begin as soon as Valley Glass receives all the materials and supplies needed to complete the job. The work will be done in four phases, one for each side of the building, and will be completed no later than October 31, 2023. The upgraded windows and frames are needed for the comfort of the county employees (drafts, leaks) as well as provide better energy efficiency throughout the building.

List who needs copies when approved:

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