

**REPAIR AND REFINISH OF PLASTER
AT COUNTY ADMINISTRATION BUILDING
WESTERN VALLEY CONCRETE & STUCCO, INC**

AGREEMENT dated this 12th day of September, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Western Valley Concrete & Stucco, Inc ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor shall: (a) furnish all labor and equipment; (b) complete surface preparation, which may involve cleaning, removal of loose plaster and repair of damaged areas (c) refinish the concrete plaster (stucco) all exterior walls, excluding the brick portions, of the administration building; (d) apply a durable and weather-resistant concrete plaster (stucco) finish; (e) adhere to local building codes and regulations, including any necessary permits; and (f) 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 submission. *MS*
2. Contractor shall apply and pay for and obtain all necessary permits. *MS*
3. Except as provided in Paragraph 2 and as payment in full, Owner agrees to pay to Contractor the amount of \$198,250 upon completion and acceptance by Owner. *MS*
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 project plans and specifications, the Request for Proposal, the Western Valley Tooele County Bid, and any other of Contractor's submissions, all of which are hereby made a part of this Agreement. *MS*
5. Contractor shall complete the work no later than October 27, 2023. *MS*
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. *MS*
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. *MS*
8. Prior to acceptance by Owner, Contractor and Owner shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days. *MS*

9. Contractor shall indemnify and hold harmless Owner and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement. *MT*

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. *MT*

11. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties. *MT*

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. *MT*

13. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal. *MT*

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. *MT*

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. *MT*

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. *MT*

17. This Agreement shall be interpreted and enforced according to the laws of the State of Utah. *MT*

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. *met*

TOOELE COUNTY:

James A. Welch
James A. Welch
Tooele County Manager

WESTERN VALLEY CONCRETE & STUCCO, INC:

Matthew J. Harris
Matthew Harris
Project Manager *9-13-23*

APPROVED AS TO FORM:

Nathan Harris
Nathan Harris
Deputy County Attorney