

**REPLACEMENTS OF TOOELE COUNTY JAIL MAU ROOFTOP UNITS
WARM CREEK HOLDINGS, L.L.C. dba MJ MECHANICAL**

AGREEMENT dated this 14th day of December, 2023, by and between Tooele County, a political subdivision of the State of Utah (“Owner”), and Warm Creek Holdings, L.L.C., dba MJ Mechanical (“Contractor”), collectively the “Parties”.

The Parties hereby mutually agree as follows:

1. Contractor shall: (a) furnish all labor and equipment; (b) adhere to local building codes and regulations, including any necessary permits; and (c) 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, which are incorporated into this Agreement through reference. (d) Project plans and specifications referenced in contract include Tooele County RFP Scope of Work paragraph listed in the “Tooele County Detention Center Heating and Cooling Rooftop Unit Replacement”, dated May 2023. Scope to also reference MJ Mechanical Bid proposal dated September 6, 2023.

2. Contractor shall apply and pay for and obtain all necessary permits.

3. Except as provided in Paragraph 2 and as payment in full, Owner agrees to pay to Contractor the amount of \$790,691 upon completion and acceptance by Owner.

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 Bid Proposal, and any other of Contractor’s submissions, all of which are hereby incorporated and made a part of this Agreement.

5. Notwithstanding the provisions of Section 6 of this Agreement, Contractor shall complete the work no later than January 1, 2025.

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. Further, the Parties acknowledge that the current cooling units weigh significantly less than the new units, and that Owner shall be responsible for any structural engineering or structural steel modifications required to support the new units. In the event that structural changes are necessary to support the new units, the deadline outlined in Section 5 above shall be adjusted accordingly and agreed upon by both parties based upon any delay incurred because of structural changes.

7. Commencing immediately and continuing until completion, Contractor shall communicate with County Facilities Director Jason Sparks at least once every month to discuss expected materials delivery date(s), percentage of completion, expected completion date, impediments to timely completion, etc.

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.

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.

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.

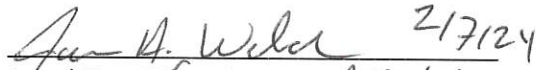
15. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

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:

 2/7/24
Jared Hamner ~~James A. Welch~~
Chair, Tooele County Council
Manager

WARM CREEK HOLDINGS, L.L.C., dba MJ
MECHANICAL:

 1/12/24
Jacob Alder
Principal

APPROVED AS TO FORM:


Nathan Harris
Deputy County Attorney