

**JACOB CITY FIRE RECOVERY SERVICES – PHASE 1  
TEKKO ENTERPRISES, INC.**

**AGREEMENT** dated this 29th day of November, 2022, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Tekko Enterprises, Inc. ("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; and (c) do and perform all other tasks required by Contractor's bid, the project plans and specifications, and other documents included in the Request for Proposal.
2. Owner shall obtain all necessary permits and licenses at Owner's expense.
3. As payment in full, County agrees to pay to Contractor the amount of \$207,261 after completion and upon acceptance by County.
4. Contractor covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with Contractor's bid, the project plans and specifications, and other documents included in the Request for Proposal. Said plans and specifications, the Request for Proposal, and Contractor's bid are hereby made a part of this Agreement as though they had been set forth herein.
5. Contractor shall begin the work on or before ~~December 1, 2022~~ <sup>December 14, 2022 CW 12/15/2022</sup>, and shall complete the work no later than 60 days later.
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 Tooele County Emergency Services Director Bucky Whitehouse at least once each week to discuss percentage of completion, expected completion date, impediments to timely completion, etc.
8. Time is of the essence. Delay caused by Contractor's lack of completion may result in significant cost to County. ~~Therefore, as liquidated damages, County may deduct from the contract price up to \$500 per day for each day Contractor exceeds the work completion deadline.~~ <sup>CW 12/15/2022</sup>

9. Contractor and County shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days.

10. 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.

11. Additional work and deviations from the project plans and specifications shall require written change orders which must be approved in advance by both parties.

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

13. 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.

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

15. 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.

16. 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.

17. 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.

18. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.


X

X

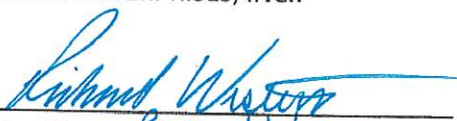
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TOOELE COUNTY:

  
\_\_\_\_\_  
Jared Hamner  
Chair, County Council

TEKKO ENTERPRISES, INC.:

  
\_\_\_\_\_  
~~Dea Thayne~~ Richard Weston  
General Manager CFO

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Colin Winchester  
Deputy County Attorney

ATTEST:

  
\_\_\_\_\_  
Tracy Shaw  
County Clerk



Tooele County Council  
Agenda Item Summary

Department Making Request:

Emergency Services

Meeting Date:

November 22, 2022

*Contract*

Mark Options That Apply:

Grant  
*1 time*

Contract  
*1 yr. or less*

Purchase

*Exp date: Jan. 30, 2023*

Grant  
*With County Match*

Contract  
*More than 1 yr.*

*Exp date: \_\_\_\_\_*

Budget Impact:

In Budget  
 Over Budget

Amount of Contract, Service, Grant: \$ 207,261

Item Title: Phase 1 of the Solider Canyon Restoration Project - *TEKKO*

*Please answer the who? what? when? why?*

The Jacob City Fire that occurred on July 9th 2022 created a special flood hazard that surrounds the water treatment facility and well house for the town of Stockton and the shareholders of the water system that originates in Soldier Canyon. Tooele County agreed to act as a sponsor and received a grant from the NRCS to create berming and other flood control measures around the critical infrastructure. Tooele County has advertised an RFP through the state purchasing system and received bids for the construction of the project. TEKKO Construction was the organization chosen to receive the contract to perform the work for the county. The work is for construction costs and labor to create flood control structures in the at-risk area. TEKKO will begin the work on/or around December 1st 2022 and it will extend for 60 days into 2023. Emergency Services and Community Development Staff will act as project coordinators for the work and look toward completion on a schedule of January 30, 2023

List who needs copies when approved: Aspen Wimmer, Colin Winchester, Bucky Whitehouse