

**REMOVAL OF EXISTING FENCE AND INSTALLATION OF NEW FENCE  
AT DESERET PEAK / ENERGY SOLUTIONS POOL COMPLEX  
JB FENCE, L.L.C.**

**AGREEMENT** dated this 7th day of March, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and JB Fence, L.L.C. ("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 existing fence and install new aluminum fence; and (d) do and perform all other tasks required by Contractor's estimate.
2. Contractor shall obtain all necessary permits and licenses at Contractor's expense.
3. As payment in full, County agrees to pay to Contractor the amount of \$89,422.00 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. Contractor's bid is hereby made a part of this Agreement as though it had been set forth herein.
5. Contractor shall begin installation of the new fence immediately after tearing down and removing the existing fence so as not to leave the pool open and exposed.
6. Contractor must complete all work on or before May 1, 2023. Time is of the essence. Delay caused by Contractor's lack of timely completion may result in significant cost to County. Therefore, as liquidated damages, County may deduct from the contract price up to \$100 per day for each day Contractor exceeds the work completion deadline.
7. 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.
8. Commencing immediately and continuing until completion, Contractor shall communicate with County Director of Parks & Recreation Corey Bullock at least once each week to discuss percentage of completion, expected completion date, impediments to timely completion, etc.
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.

TOOELE COUNTY:

JB FENCE, L.L.C.:

 03/08/2023

James A. Welch  
Tooele County Manager

\_\_\_\_\_  
Jason Wayne Barker  
Registered Agent

APPROVED AS TO FORM:

Colin Winchester 03/06/2023  
Colin Winchester  
Deputy County Attorney

**JB Fence Co.**

6143 Burmester rd  
Grantsville, UT 84029 US  
jbfence1929@gmail.com



**ADDRESS**

COREY BULLOCK  
TOOELE COUNTY  
47 SOUTH MAIN STREET  
2930 WEST HIGHWAY 112  
TOOELE, UTAH 84074

**Estimate 3545**

**DATE 02/09/2023**

**EXPIRATION DATE 03/30/2023**

| DATE | ACTIVITY  | QTY | RATE     | AMOUNT    |
|------|---|-----|----------|-----------|
|      | <b>Material &amp; labor</b><br>8' HIGH WHITE ALUMINUM FENCE<br>4 RAIL | 690 | 93.00    | 64,170.00 |
|      | <b>Material &amp; labor</b><br>4' WALK GATE WITH HARDWARE             | 4   | 670.00   | 2,680.00  |
|      | <b>Material &amp; labor</b><br>10' DOUBLE DRIVE GATE WITH<br>HARDWARE | 2   | 1,725.00 | 3,450.00  |
|      | <b>Material &amp; labor</b><br>8' DOUBLE DRIVE GATE WITH<br>HARDWARE  | 1   | 1,365.00 | 1,365.00  |
|      | <b>Labor</b><br>TARE OUT OLD FENCE AND POST                           | 847 | 4.00     | 3,388.00  |
|      | <b>Labor</b><br>CORE DRILLS   | 33  | 80.00    | 2,640.00  |
|      | <b>Material &amp; labor</b><br>5' HIGH WHITE ALUMINUM FENCE<br>3 RAIL | 119 | 63.00    | 7,497.00  |
|      | <b>Material &amp; labor</b><br>12' DOUBLE DRIVE GATE WITH<br>HARDWARE | 1   | 1,650.00 | 1,650.00  |

| DATE | ACTIVITY   | QTY | RATE   | AMOUNT   |
|------|--|-----|--------|----------|
|      | Material & labor<br>4' X 5' WALK GATE WITH<br>HARDWARE | 2   | 639.00 | 1,278.00 |
|      | Material<br>4" POST FOR GATES                          | 8   | 132.00 | 1,056.00 |
|      | Material & labor<br>6'HIGH WHITE ALUMINUM FENCE        | 1   | 248.00 | 248.00   |

**TOTAL \$89,422.00**

Accepted By

Accepted Date





# Tooele County Council Agenda Item Summary

**Department Making Request:**

Parks and Recreation

**Meeting Date:**

March 7, 2023

*Contract***Mark Options That Apply:** **Grant**  
*1 time* **Contract**  
*1 yr. or less* **Purchase***Exp date: May 1, 2023* **Grant**  
*With County Match* **Contract**  
*More than 1 yr.* **Other** \_\_\_\_\_*Exp date: \_\_\_\_\_***Budget Impact:** **In Budget** **Over Budget****Amount of Contract, Service, Grant:** \$ 89,422**Item Title:** Pool Fence Replacement*Please answer the who? what? when? why?*

A competitive bid was issued for the replacement of the fence around Energy Solutions Aquatics Center. JB Fence was vetted and won the bid. Request for a contract for the bid amount.

**List who needs copies when approved:**