

## PUBLIC NOTICE

Notice is hereby given that the Redevelopment Agency (RDA) of Tooele City will meet in a Business Meeting on Wednesday, February 18, 2026 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecitey.gov](http://www.tooelecitey.gov), and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435)843-2111 or [shilob@tooelecitey.gov](mailto:shilob@tooelecitey.gov)

*We encourage you to join the RDA meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> or by going to YouTube.com and searching "Tooele City Channel".*

## AGENDA

1. **Open RDA Meeting**
2. **Roll Call**
3. **Resolution 2026-01** A Resolution of the Redevelopment Agency of Tooele City, Utah, Authorizing RDA Participation in Site Removal Costs for Building 595 Parcel #17-039-0-3801 Located at 1955 West B Avenue (Peterson Industrial Depot)  
*Presented by John Perez, Economic Development Director*
4. **Adjourn**

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Shilo Baker, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Shilo Baker, Tooele City Recorder, at 435-843-2111 or [shilob@tooelecitey.gov](mailto:shilob@tooelecitey.gov), prior to the meeting.

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, AUTHORIZING RDA PARTICIPATION IN SITE REMOVAL COSTS FOR BUILDING 595 PARCEL #17-039-0-3801 LOCATED AT 1955 WEST B AVENUE (PETERSON INDUSTRIAL DEPOT).**

WHEREAS, the Redevelopment Agency of Tooele City, Utah (“RDA”), has recognized the importance of promoting economic development within Tooele City to enhance the local economy, create jobs, and support community growth; and,

WHEREAS, the RDA has strategically used tax increment to attract business to PID, including with the installation, upgrade, and repair of public infrastructure, for example, water lines, sewer lines, and roadway improvements; and,

WHEREAS, Tekko is affiliated with Peterson Industrial Depot (“PID”), a large industrial park situated in Tooele City on the former Tooele Army Depot Industrial Area; and,

WHEREAS, PID and Tekko wish to remove PID Building 595 (see Exhibit A, attached) in an effort to make way for other business opportunities, and Tekko will execute the removal project at a total cost of \$807,057.60 (see Exhibit B, attached); and,

WHEREAS, PID and Tekko have requested RDA participation in the costs (see Exhibit C, attached); and,

WHEREAS, the RDA Executive Director and RDA Board believe this resolution and the improvements that it authorizes are in the best interest of Tooele City’s residents and business and for the economic development of Tooele City in that they will facilitate the continuing operation and expansion of existing industry and the development of new industry at Peterson Industrial Depot; and,

WHEREAS, the RDA wishes to participate in the completion of the above-described improvement through reimbursement in the amount of \$500,000.00 to Tekko after completion of the work:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that, in light of the above policy considerations, the RDA Board hereby authorizes the RDA’s participation in the above-referenced improvements in an amount of \$500,000.00, to be reimbursed to Tekko after completion of the work.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_ 2026.

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shilo Baker, RDA Secretary

S E A L

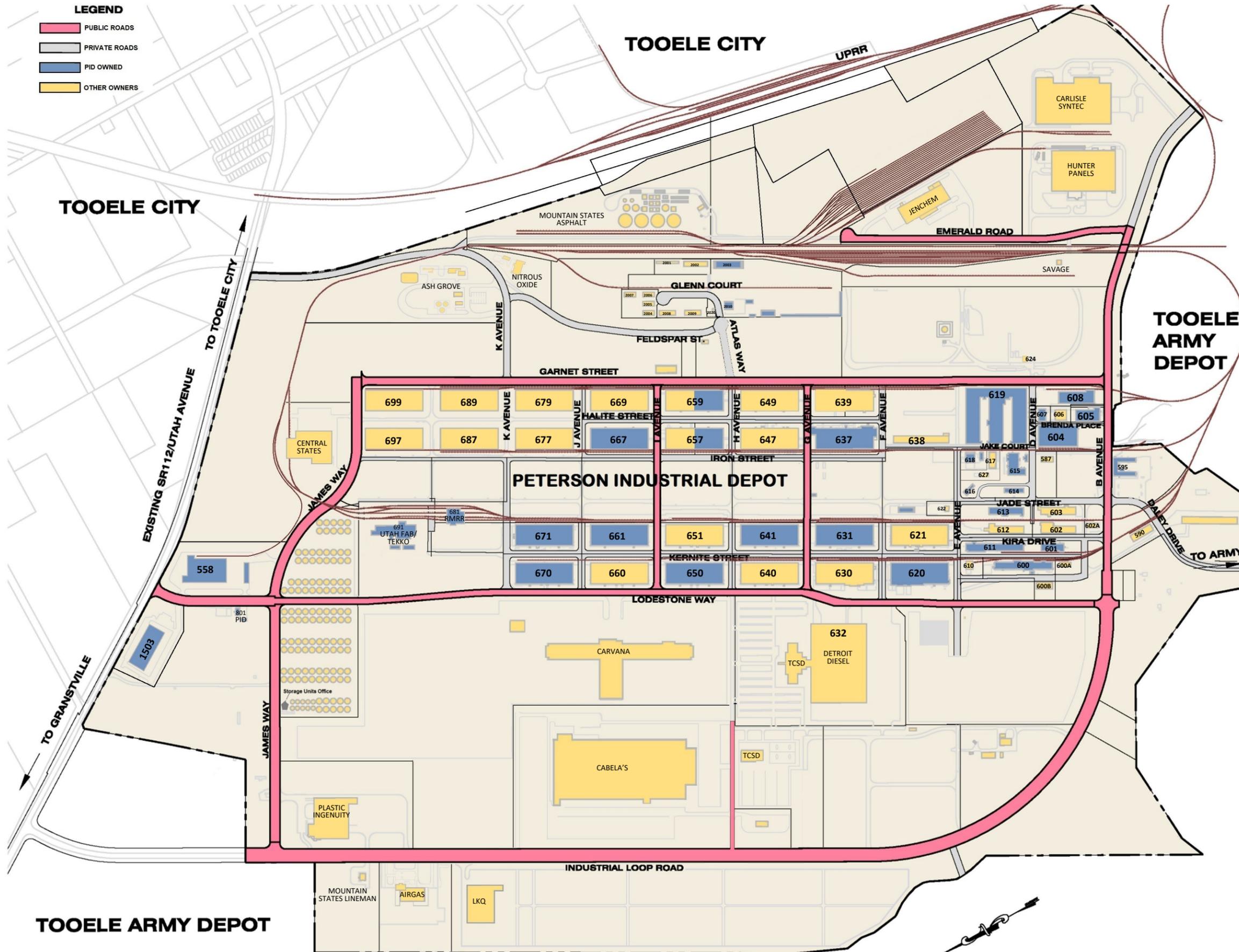
Approved as to Form: \_\_\_\_\_  
Matthew C. Johnson, RDA Attorney

## Exhibit A

Mapping and Aerial Photo: PID Building 595

**LEGEND**

- PUBLIC ROADS
- PRIVATE ROADS
- PID OWNED
- OTHER OWNERS



Building #	Address
600	345 S. Lodestone Way
601	400 S. Kira Drive
604	1865 W. D Avenue
605	505 S. Brenda Place
607	1845 W. D Avenue
608	520 S. Garnet Street
611	330 S. Kira Drive
613	360 S. Jade Street
614	385 S. Jade Street
615	1900 W. D Avenue
616	1885 W. E Avenue
618	1855 W. E Avenue
619	450 S. Garnet Street
620	225 S. Lodestone Way
624	490 S. Racetrack
631	1835 W. G Avenue
637	252 S. Halite Street
641	1820 W. G Avenue
650	40 N. Lodestone Way
655	1875 W. G Avenue
657-04	55 S. Iron Street
659-04	90 S. Garnet Street
661	1730 W. I Avenue
667	40 N. Iron Street
670	210 N. Lodestone Way
671	1645 W. K Avenue
801	545 N. Lodestone Way
2003	1500 Atlas Way
2010	1500 Atlas Way

585	480 S. Alexander Dr	647	115 S. Iron St
587	1898 W. D Ave	649	180 S. Garnet St
590	505 S. Alexander Dr	651-02	1735 W. I Ave
595	1995 W. B Ave	657-02	55 S. Iron St
600A	385 S. Lodestone Way	659-02	90 S. Garnet St
600B	360 S. Lodestone Way	660	120 N. Lodestone Way
602	405 S. Kira Dr	669	10 S. Garnet St
602A	1995 W. C Ave	2000	1500 Atlas Way
603	440 S. Jade Street	2001	95 S. Glenn Court
606	485 S. Brenda Place	2002	145 S. Glenn Court
610	1975 W. E Ave	2004	80 S. Glenn Court
612	345 S. Kira Drive	2005	84 S. Glenn Court
617	390 S. Jake Court	2006	100 S. Glenn Court
621	1881 W. F Ave	2007	71 S. Glenn Court
627	365 S. Jade Street	2008	100 S. Glenn Court
630	135 S. Lodestone Way	2009	148 S. Glenn Court
632	92 Lodestone Way	2011	1500 W. Atlas Way
638	1775 W. F Ave	2012	1500 W. Atlas Way
638A	1800 W. E Ave	2013	1500 W. Atlas Way
639	230 S. Garnet Street	2020	149 S. Glenn Court
640	55 S. Lodestone Way	2025	150 S. Feldspar

**TOOELE ARMY DEPOT**

**TOOELE CITY**

**TOOELE ARMY DEPOT**

**PETERSON INDUSTRIAL DEPOT**



Building 595



## Exhibit B

Estimate Proposal: Tekko



Project Information	
Project #	1815
Title	PID - Building 595 Demo
Address	
City, State, Zip	,
Country	

Estimate Information	
Estimate #	001
Description	remediation
Proposal Date	
Valid Thru Date	

From	
Contact	Dea Thayn
Company	Tekko
Address	1600 W K Ave
City, State, Zip	Tooele, UT 84074-5547
Country	United States
Phone	
Fax	

To	
Contact	
Company	
Address	
City, State, Zip	,
Country	
Phone	
Fax	

We are pleased to quote the following labor, equipment, and materials in accordance with the plans and specifications listed above. This proposal is subject to exclusions that may be listed below.

Scope of work for the project to be constructed as depicted in the plans and details as described herein:

**0: Overall Scope**

Inclusions:

1.1 General Regulatory Compliance

Contractor shall:

- Perform all work in accordance with:
- Utah Administrative Code R307-801
- 40 CFR Part 61 Subpart M (NESHAP)
- AHERA (40 CFR Part 763)
- Maintain active State of Utah asbestos company certification
- Utilize federally accredited and Utah-certified asbestos workers and supervisors
- Provide onsite competent person with minimum 5 years asbestos experience

1.2 Regulated Area Establishment

- Establish regulated area with signage and demarcation
- Restrict entry to authorized personnel only
- Establish designated entry and exit routes
- Install remote decontamination unit

1.3 Pre-Cleaning & Access Preparation

- Preclean entry route using:
- Track hoe
- Skid steer
- Trucks
- Wet materials where weather permits (no runoff)
- Remove:
- < 2 inches of soil for disposal as ACM
- OR asphalt followed by HEPA vacuuming
- Establish truck loading poly (minimum 10 mil)

1.4 Debris Abatement (Emergency AWP Phase)

Remove and direct-load asbestos-containing demolition debris including:

**0: Overall Scope**

- Boiler shell insulation
- TSI mudded fittings
- CMU block filler
- Popcorn ceiling texture
- Wall systems (point count ACM)
- Fiber cement panels (Transite™)
- Tar pipe wrapping
- Ceiling tile mastic
- Silver roof tar
- Fire door flue sealant
- Sheet vinyl tile (multiple types) and associated mastics

All materials to be treated as asbestos-containing debris per AWP.

Work Requirements:

- Maintain debris adequately wet unless freezing conditions apply
- No crushing of block with filler paint
- No running equipment over ACM debris
- Direct load lined trucks
- Stop work and recover spills immediately

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**1.5 Air Monitoring Support**

Contractor shall coordinate with consultant for:

- Upwind and downwind air sampling
- Two additional 90-degree sampling locations
- Equipment-mounted sampling cassette
- Sampling pump calibration access
- Work stoppage if trigger levels exceeded

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**1.6 Soil & Perimeter Removal**

Remove contaminated soil and debris within limits:

- North: To road
- East: 10 ft
- South: 15 ft
- West: 20 ft
- Beyond these limits if debris visually observed

Work includes:

- Scraping <2 inches of soil
- Wetting during removal
- Direct loading of lined trucks
- No ground poly during this phase
- HEPA vacuuming of slab

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**1.7 Boiler Room & Remaining Structure Abatement**

Following debris field clearance:

- Install standard containment (non-emergency)
- Perform regulated abatement of:
  - Boiler insulation
  - TSI
  - Identified ACM remaining in intact areas
- Coordinate daily exterior PCM sampling (2 samples/day)
- TEM follow-up if >0.01 f/cc

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**1.8 Clearance & Demobilization**

- Conduct final visual clearance of debris field
- Conduct final visual clearance of containment
- Provide:
  - Worker certifications
  - Air sample results



**0: Overall Scope**

- Pump calibration logs
- Wind observations
- Waste manifests

Submit close-out documentation within 20 working days

Exclusions:

**2. EXCLUSIONS**

The following are excluded unless specifically added by change order:

- Slab and foundation removal (post-clearance demolition only)
- Abatement of other campus buildings
- Underground utilities beyond defined soil scrape depth
- Off-site transportation beyond landfill tipping
- Hazardous materials other than asbestos
- Contaminated groundwater management
- Structural shoring of remaining structure
- Environmental remediation unrelated to identified ACM
- Testing beyond required PCM/TEM protocols
- Weather protection beyond wetting provisions

Clarifications:

**3.1 Weather Conditions**

- Wet methods required unless freezing temperatures (<32°F)
- Reduced wetting allowed per R307-801 during freezing

**3.2 ACM Segregation**

- Materials not required to be segregated
- Mixed demolition debris treated as asbestos-containing

**3.3 Soil Removal Depth**

- Maximum 2 inches unless visual contamination requires additional removal

**3.4 Equipment Restrictions**

- No intentional crushing of CMU block with filler paint
- No running equipment over intact ACM debris

**3.5 Air Monitoring Triggers**

- TEM required if PCM exceeds lab detection limit
- Engineering control review required if TEM > 70 structures/mm<sup>2</sup>

**3.6 Trucking**

- Trucks must be lined with polyethylene
- Non-certified drivers allowed only within precleaned access route

**3.7 Final Demolition**

- Slab/foundation demolition may proceed only after visual clearance approval

**01 00 00: General Requirements**

**Total: 98,147.60**

**01 00 00: General Requirements**

**Total: 98,147.60**

Item #	Description	Quantity	Unit	Unit Price	Total
2	water management	1		2,977.60	2,977.60
6	Labor	10	days	7,332.00	73,320.00
9	HEPA vacuum	2		1,700.00	3,400.00
10	Tape	3		750.00	2,250.00
11	Resporators and cartridges	10		520.00	5,200.00
12	Training	1		8,000.00	8,000.00
13	Med Testing	12		250.00	3,000.00

**02 00 00: Existing Conditions**

**Total: 708,910.00**

**02 21 00: Surveys**

**Total: 18,360.00**



Item #	Description	Quantity	Unit	Unit Price	Total
7	Asbestos Monitoring	15	days	1,224.00	18,360.00

<b>02 56 00: Site Containment</b>					<b>Total: 11,550.00</b>
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Item #	Description	Quantity	Unit	Unit Price	Total
3	poly sheeting	105		110.00	11,550.00

<b>02 81 20: Hazardous Waste Handling</b>					<b>Total: 660,100.00</b>
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Item #	Description	Quantity	Unit	Unit Price	Total
5	Land fill fees	70	loads	9,430.00	660,100.00

<b>02 81 00: Transportation And Disposal Of Hazardous Materials</b>					<b>Total: 18,900.00</b>
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Item #	Description	Quantity	Unit	Unit Price	Total
1	Trucking	70		270.00	18,900.00

**Estimate Total: \$807,057.60**

**. EXCLUSIVE TERMS & CONDITIONS OF SALE:**

**A. ACCEPTANCE**

Seller's quotation, together with these Exclusive Terms & Conditions of Sale, and any other documents incorporated therein or attached thereto, constitutes an offer to supply Buyer the goods to be purchased pursuant to Seller's quotation. Seller's quotation supersedes any prior oral or written communication between Seller and Buyer. BY ACCEPTING THE GOODS OR SERVICES, ORDERING THE GOODS OR SERVICES, OR ACKNOWLEDGING RECEIPT OF SELLER'S QUOTATION, BUYER AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS CONTAINED HEREIN AS THE ONLY TERMS AND CONDITIONS APPLYING TO THE SALE OF THE GOODS AND/OR SERVICES PURCHASED PURSUANT TO SELLER'S QUOTATION. BUYER'S ACCEPTANCE OF SELLER'S OFFER ARE EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. ALL OTHER TERMS, INCLUDING ANY ADDITIONAL OR DIFFERENCE TERMS OR CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR ACCEPTANCE OF SELLER'S OFFER ARE HEREBY OBJECTED TO AND DISALLOWED. Seller's offer may be withdrawn by Seller at any time prior to Buyer's acceptance of the Terms and Conditions contained therein, and will expire automatically 30 days from the date hereof unless so accepted by Buyer.

**B. PRICES – Prices are:**

1. Subject to change without notice prior to acceptance of Buyer's order by Seller.
2. Exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes now in force or to be enacted in the future.
3. Subject to an increase equal in amount to any tax the Seller may be required to collect or pay upon the sale of the items quoted.
4. Quoted F.O.B. place of manufacture.

**C. ESCALATION CLAUSE**

Our price is based on the current prices and surcharges for the steel types and shapes necessary for the project as posted and made publicly available by our suppliers. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by us on your behalf, or any additional surcharges imposed on the steel ordered by us after fifteen days from the date of this proposal shall result in a corresponding dollar-for-dollar increase (or decrease) in our final price when invoicing you.

**D. TERMS**

1. The terms of payment for goods and services are as follows unless otherwise specified: *All orders must be secured with a 35% deposit to cover the cost of materials with regular progress payments made on the balance. Net cash within thirty (30) days from date of each Invoice* unless otherwise specified by Seller to Buyer. Buyer is to supply satisfactory credit references.
2. Interest may be charged at the rate of 1-1/2 percent (1.5%) per month or the maximum rate allowed under state law, if it is a lesser number, on any payments which are not received by the due date. Any expense of collection including reasonable attorney's fees shall be borne by Buyer.
3. Seller reserves the right to modify these terms for export business and special projects.

**E. SHIPPING ESTIMATES**

1. The shipping date shown in Seller's quotation is approximate and dependent upon prior sales and circumstances beyond Seller's control.
2. Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of Buyer's order as provided in the acceptance paragraph above, whichever is later.
3. Every effort will be made to effect shipment within the time stated, but Seller will not be liable for any damage resulting directly or indirectly from fire, embargo, strikes, or act of God, civil strife or insurrection, transportation delay, whether at place of manufacture or elsewhere, or from delay by reason of any rule, regulation or order of any government authority directly effecting delivery, or from other causes beyond Seller's control. In the event of such a delay, the shipping date shall be extended for a reasonable length of time at least equal to the period of such delay.
4. Any change in Buyer's requirement will require confirmation or revision of estimated shipping data.
5. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, DIRECT, OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS, WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

**F. DELIVERY**

Unless otherwise specified in Seller's quotation, all goods shall be shipped F.O.B. Seller's place of manufacture at which point title and risk of loss to the goods shall shift to Buyer.

**G. INSTALLATION**

1. When deemed necessary to Seller, Seller or its agent will supply a service engineer to supervise setting up and demonstrating the operation of the goods.
2. All costs incident to the erection and installation shall be borne by the Buyer. Additional or special services will be quoted on request.

**H. PRODUCTION ESTIMATES**

Production estimates, if made a part of Seller's quotation, are based on Seller's analysis and understanding of the work to be performed and assume various production factors including normal working conditions, competent operators, proper maintenance of the goods, and use of materials which conform to (i) the specifications contained herein, (ii) the specifications attached to the goods and (iii) the standards of industry. It is, therefore, EXPRESSLY UNDERSTOOD THAT PRODUCTION ESTIMATES ARE NOT GUARANTEED.

**I. WARRANTY**

1. Any goods or parts thereof covered by Seller's quotation which under normal operating conditions in the plant of the original user thereof, proving defective in material or workmanship within three (3) months from date of shipment by Seller as determined by an inspection by Seller, will be replaced free of charge provided that Buyer promptly sends Seller written notice of the defect and establishes that the goods have been properly installed, maintained and operated within the limits of rated and normal usage. The liability of Seller under this warranty or for any loss or damage to the goods, whether the claim is based on contact or negligence, shall not in any case exceed the purchase price of the goods and upon the expiration of the warranty as it relates to electronic control units, only applies if the user has in his employ qualified maintenance personnel.
2. The terms of this warranty do not in any way extend to any goods purchased or manufactured (with respect to Seller's quotation) which have a separate warranty or life under normal usage inherently shorter than the three (3) month period indicated above. Subject to the terms and conditions set forth herein, the warranty on any purchased goods is expressly limited to those offered by their respective manufacturer and which Seller may pass through to Buyer.
3. This warranty shall be void and Seller shall not be liable for any breach of warranty if the goods or parts thereof covered by Seller's quotation shall have been repaired or altered by persons other than Seller, unless expressly authorized by seller in writing.
4. With respect to any services to be provided by Seller pursuant to this quotation, Seller represents and warrants that the services will be provided in a diligent and competent manner in accordance with industry standards utilizing personnel with a level of skill commensurate with the services to be performed.
5. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ARE EXCLUDED FROM THIS AGREEMENT.

**J. LIMITATION OF LIABILITY**

1. BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL (AT SELLER'S SOLE DISCRETION) BE THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, provided, however, if the goods are incapable of being repaired, Buyer's exclusive remedy shall be money damages, but such damages shall not exceed the purchase price of goods.
2. Any claim for breach of Seller's warranty must be in writing addressed to Seller and must set forth the alleged defect in sufficient detail to permit its easy identification by Seller. Any breach of warranty claim not made within three (3) months of shipment of goods by Seller (or with respect to services, within three (3) months of Seller's completion of the services) will not be honored by Seller and will be of no force and effect.
3. SELLER'S TOTAL POTENTIAL LIABILITY ON ANY CLAIM OR CAUSE OF ACTION OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM SELLER'S QUOTATION OR FROM THE PERFORMANCE BY SELLER OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, SERVICES RENDERED, DELIVERY RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER SELLER'S QUOTATION SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF MONEY ACTUALLY PAID BY BUYER TO SELLER FOR THE PRODUCTS AND/OR SERVICES PROVIDED PURSUANT TO THIS QUOTATION.
4. IN NO EVENT SHALL SELLER OR ITS AFFILIATED PERSONS AND ENTITIES, BE LIABLE TO BUYER (OR TO ANY THIRD PARTY) IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, SPECIAL, AND/OR INCIDENTAL DAMAGES, LOSS OF REVENUE OR PROFITS, LOSS OF OPPORTUNITY, LOSS OF TIME, LOSS OF PRODUCT OR LOSS OF USE, WHETHER THE ACTION IN WHICH RECOVERY OR DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING PRODUCT LIABILITY, SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHERWISE TO THE EXTENT PERMITTED BY LAW, AND REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, AND STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED.

**K. PROPERTY AND PATENT RIGHTS**

Seller retains for itself any and all property rights in and to all designs, inventions and improvements pertaining to any goods designed in connection with the quotation and to all patents, trademarks, copyrights and related industrial property rights arising out of the work done in connection therewith. Buyer expressly agrees that it will not assert any right to property rights retained herein by Seller.

**L. RESERVATION OF RIGHTS WITH RESPECT TO SELLER'S OTHER PRODUCTS**

Seller reserves the right to make improvements and changes in design upon its goods without any obligation to make such changes or improvements upon the goods that are the subject of Seller's quotation or on goods previously manufactured and sold by it.

**M. LIMITATIONS OF ACTIONS**

Any statute or law to the contrary notwithstanding any action to recover for any loss or damage arising out of, or connected with or resulting from Seller's quotation, or from the performance or breach thereof must be commenced within a one (1)-year period after the cause of action to Buyer, unless otherwise extended by Seller in writing. It is expressly agreed that there are no warranties of future performance pertaining to the goods that are the subject of Seller's quotation that would extend such one-year limitation.

**N. CANCELLATION**

In the event Buyer requests Seller to stop work or cancel the order or any part thereof, cancellation charges shall be paid to Seller as follows: (i) any and all work that is complete or scheduled for completion within thirty (30) days of the date of notification in writing to stop work or to cancel shall be invoiced and paid in full and: (ii) for work



in process, other than covered by item (i), and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Buyer's order, the Buyer shall pay the actual costs and overhead expense determined in accordance with good accounting practices, plus 15 percent and: (iii) an amount equal to 15 percent of the difference between the cancellation charge as computed in item (ii) and the full purchase price of the goods will be charged as compensation for business irretrievably lost as a result of accepting a purchase order based on Seller's quotation and having said purchase order cancelled by the Buyer and: (iv) Buyer shall promptly instruct Seller as to the disposition of the goods, and Seller may, if requested in writing signed by Buyer, hold the goods for Buyer's account. All costs of storage, insurance, handling, boxing or other costs in connection therewith shall be borne by Buyer.

**O. INDEMNIFICATION OF SELLER**

The Buyer shall indemnify, defend, save and hold Seller, its affiliated business (and the directors, officers, employees, agents of the same) and any person acting for or on its behalf harmless from and against any and all liability, damage, loss, claims, demands, judgments and actions of any nature, whatsoever which are claimed to arise out of, result from or connected with: (i) engineering specifications, data or criteria furnished by Buyer to Seller (provided Seller manufactured the goods in accordance with such specifications, data or criteria); (ii) changes in criteria made by Buyer; (iii) Buyer's negligence or omissions in Buyer's performance or non-performance of its obligations under any agreement; or (iv) the failure by Buyer, its agents, employees or anyone acting through or on its behalf, to properly operate the goods in accordance with manuals, directions or other operating specifications furnished by Seller to Buyer.

**P. DISPUTE RESOLUTION**

Any dispute or controversy or claim arising out of or related in any way to this quotation and/or any sale and purchase of products or services hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. The arbitration shall take place in Salt Lake County, Utah. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be bound to adjudicate all disputes in accordance with the laws of the State of Utah. The decision of the arbitrator shall be in writing with findings of fact and shall be final and binding on the parties.

**Q. ATTORNEY'S FEES**

Should suit be brought to enforce or interpret any part of these Terms & Conditions, the "prevailing party" shall be entitled to recover reasonable attorney's fees.

**R. TAXES**

Unless otherwise specified in Seller's quotation our quotation does not include Utah state tax. Buyers who purchase their items in Utah are subject to Utah state tax on top of the quoted price, unless a **Tax Exemption Certificate** is on file with the Seller. All goods purchased and delivered outside the state of Utah are not subject to this tax.

**S. COMPLETE AGREEMENT**

Any orders received by Seller in response to Seller's quotation shall not be binding or firm orders until approved by Seller. Seller's quotations, when accepted by Buyer in acceptance paragraph thereof, and when Seller's acknowledgement of receipt of acceptance is given to Buyer, shall constitute the entire agreement between the parties relating to Seller's quotation and the goods and services provided pursuant thereto, shall supersede all previous communications or understandings between Buyer and Seller with respect to the subject matter thereof, and no alteration or addition to Seller's quotation shall be binding on Seller unless it is in writing signed by Seller's duly authorized officer.

**Authorized Signature:** \_\_\_\_\_

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

**Signature:** \_\_\_\_\_

**Date of Acceptance:**

Exhibit C

Invoice: Tekko



# INVOICE

**To**  
 Tooele Redevelopment Agency  
 90 North Main Street  
 Tooele, UT 84074

**Project**  
 PID - Building 595 Demo  
 545 N Lodestone Way  
 Tooele, UT 84074

**Invoice #: 1815.02**

**Project #: 1815**

**Contract #: 002**

**Invoice Date: 11-Feb-2026**

**Payment Due: 13-Mar-2026**

**From**  
 Tekko  
 1600 W K Ave,  
 Tooele, UT United States

**Distribution To:**

Owner

Contractor

**APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

<b>1. Original Contract Sum</b>	\$500,000.00
<b>2. Net Change By Change Orders</b>	\$0.00
<b>3. Contract Sum To Date</b> (Line 1 +/- 2)	\$500,000.00
<b>4. Total Completed And Stored To Date</b>	\$500,000.00
<b>5. Total Retainage</b>	\$0.00
<b>6. Total Earned Less Retainage</b> (Line 4 Less Line 5 Total)	\$500,000.00
<b>7. Less Previous Certificates For Payment</b> (Line 6 from prior Certificate)	\$0.00
<b>8. Current Payment Due</b>	\$500,000.00
<b>9. Balance To Finish, Including Retainage</b> (Line 3 less Line 6)	\$0.00
<b>Current Payment Subtotal</b> (Line 8)	\$500,000.00
<b>Current Payment Tax</b>	\$0.00
<b>Current Payment Total</b>	\$500,000.00

The undersigned certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: Ryan Brady, Staff Accountant

Date: 11-Feb-2026

Change Order Summary	Net Change
Previous Invoices	\$0.00
This Invoice	\$0.00
Total	\$0.00

### Billed Schedule of Values for Current Period

Item #	Description	Value	Previous Billings			Current Billings				Total Billed	Balance To Finish	% Complete
			Work	Material	Total	Work	Material	Total	Less Retain.			
1	Trucking	\$18,900.00	\$0.00	\$0.00	\$0.00	\$18,900.00	\$0.00	\$18,900.00	\$18,900.00	\$18,900.00	\$0.00	100.00
2	water management	\$2,977.60	\$0.00	\$0.00	\$0.00	\$2,977.60	\$0.00	\$2,977.60	\$2,977.60	\$2,977.60	\$0.00	100.00
3	poly sheeting	\$11,550.00	\$0.00	\$0.00	\$0.00	\$11,550.00	\$0.00	\$11,550.00	\$11,550.00	\$11,550.00	\$0.00	100.00
4	Land fill fees	\$660,100.00	\$0.00	\$0.00	\$0.00	\$660,100.00	\$0.00	\$660,100.00	\$660,100.00	\$660,100.00	\$0.00	100.00
5	Labor	\$73,320.00	\$0.00	\$0.00	\$0.00	\$73,320.00	\$0.00	\$73,320.00	\$73,320.00	\$73,320.00	\$0.00	100.00
6	Asbestos Monitoring	\$18,360.00	\$0.00	\$0.00	\$0.00	\$18,360.00	\$0.00	\$18,360.00	\$18,360.00	\$18,360.00	\$0.00	100.00
7	HEPA vacuum	\$3,400.00	\$0.00	\$0.00	\$0.00	\$3,400.00	\$0.00	\$3,400.00	\$3,400.00	\$3,400.00	\$0.00	100.00
8	Tape	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00	\$0.00	\$2,250.00	\$2,250.00	\$2,250.00	\$0.00	100.00
9	Resporators and cartridges	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	\$0.00	\$5,200.00	\$5,200.00	\$5,200.00	\$0.00	100.00
10	Training	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	100.00
11	Med Testing	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	100.00
12	Peterson Industrial Depot	-\$307,057.60	\$0.00	\$0.00	\$0.00	-\$307,057.60	\$0.00	-\$307,057.60	-\$307,057.60	-\$307,057.60	\$0.00	100.00
	<b>Schedule of Values Total =</b>	\$807,057.60	\$0.00	\$0.00	\$0.00	\$807,057.60	\$0.00	\$807,057.60	\$807,057.60	\$807,057.60	\$0.00	