

MUSKOGEE COUNTY HEALTH DEPARTMENT GENERATOR 2024

This agreement dated the 13th of May, 2024 between:

Muskogee County Health Department, 530 S 34th Street, Muskogee OK 74401, USA (CLIENT)

And

Tomahawk Construction Management LLC, 1248 N 4010 Rd. Boswell OK 74727, USA (CONTRACTOR)

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor agree as follows:

1. The Client hereby agrees to engage the Contractor to provide the Client with Services consisting of:
 - Provide and install, on a turnkey basis, a standby generator and automatic transfer switch according to the specifications set forward in Muskogee Bid #2025-10 awarded to the Contractor in a regularly scheduled meeting of the Muskogee County Board of County Commissioners on May 6, 2024. 5 year maintenance agreement included in the bid.
 - Any changes needed to the scope of work will need to be reviewed by both the Contractor and the Client before making any changes.
 - The Contracted price of \$290,000 will be paid to the Contractor on completion and inspection of the project, and on submission of an invoice by the Contractor.
2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the complete and successful installation of the standby generator.
3. The Five year term for the maintenance agreement will begin on the date of successful installation of the generator and continue without additional charge until 5 years after that date.
4. The Contractor is responsible for providing an invoice for work completed to the Client.
5. The Contractor will not be reimbursed for additional expenses incurred by the Contractor, unless extraordinary, previously unknown circumstances arise during the installation. No additional expenses will be paid unless prior approval is given by the Board of County Commissioners.

6. The Health Department will remain open during the installation, with the understanding that there will be a scheduled time to complete installation that will require the Health Department to be without power. That time will be scheduled at least 7 days in advance.
7. The Contractor will be required to sign a Confidentiality Agreement to protect the privacy of the public users of the Health Department.
8. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.
9. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
10. All notices, demands or other communications required will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Muskogee County Health Department
530 S 34th Street, Muskogee OK 74401
 - b. Tomahawk Construction Management LLC
1248 N 4010 Rd, Boswell, OK 74727
11. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.
12. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Signed

Tina R. Johnson 05/09/2024

Tina R. Johnson

Muskogee County Health Department

Regional Director

Chris Pardue 5-9-2024

Chris Pardue

Tomahawk Construction Management LLC

Owner

Agreed on this day: May 28th, 2024

Muskogee County Board of County Commissioners

Chairman [Signature]

Member [Signature]

Member [Signature]

Attest [Signature]
County Clerk

