

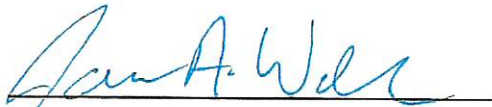
**SECOND ADDENDUM TO
TOOELE COUNTY ROADS DEPARTMENT TENANT IMPROVEMENT PROJECT
(INTERIOR IMPROVEMENTS TO COUNTY ROADS SHOP STORAGE BUILDING)
JEFF MCNEILL & SON'S CONSTRUCTION, INC**

SECOND ADDENDUM TO AGREEMENT dated this 27th day of September, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Jeff McNeill & Son's Construction, Inc ("Contractor").

The parties hereby mutually agree as follows:

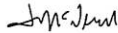
1. Section 5 of the Agreement is amended to read "Contractor shall complete the work no later than November 30, 2023."
2. All other terms and conditions of the original Agreement remain in effect.

TOOELE COUNTY:



James A. Welch
Tooele County Manager

JEFF MCNEILL & SON'S CONSTRUCTION, INC:



Jeff McNeill
Manager

APPROVED AS TO FORM:



Nathan Harris
Deputy County Attorney






Jeff Mcneill & Son's Addendum to Roads Department

Final Audit Report

2023-10-02

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By:	Meghan VonHatten (meghan.vonhatten@tooeleco.org)
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"Jeff Mcneill & Son's Addendum to Roads Department" History

-  Document created by Meghan VonHatten (meghan.vonhatten@tooeleco.org)
2023-10-02 - 3:30:27 PM GMT
-  Document emailed to Jeff McNeill (jeff@mcneillandsons.com) for signature
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-  Email viewed by Jeff McNeill (jeff@mcneillandsons.com)
2023-10-02 - 3:34:45 PM GMT
-  Document e-signed by Jeff McNeill (jeff@mcneillandsons.com)
Signature Date: 2023-10-02 - 3:35:07 PM GMT - Time Source: server
-  Agreement completed.
2023-10-02 - 3:35:07 PM GMT

**TOOELE COUNTY ROADS DEPARTMENT TENANT IMPROVEMENT PROJECT
(INTERIOR IMPROVEMENTS TO COUNTY ROADS SHOP STORAGE BUILDING)
JEFF MCNEILL & SON'S CONSTRUCTION, INC**

AGREEMENT dated this 1st day of August, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Jeff McNeill & Son's Construction, 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; (c) build and finish restroom, office, conference room, breakroom, and shop working space, in the existing Tooele County Roads Shop Storage Building; and (d) do and perform all other tasks required by the Request for Proposal, project plans and specifications, Contractor's proposal and schedule, and the General Conditions included in the Request for Proposal.
2. Contractor shall apply for and obtain all necessary permits.
3. As payment in full, County agrees to pay to Contractor the total amount of \$775,639.00.
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 the Request for Proposal, project plans and specifications, Contractor's proposal and schedules, and the General Conditions included in the Request for Proposal, all of which are hereby made a part of this Agreement.
5. Contractor shall complete the work no later than October 31, 2023.
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 County Roads Director Jed Bell and County Engineer Jacob Clegg at least once every two weeks to discuss expected materials delivery date(s), percentage of completion, expected completion date, impediments to timely completion, etc.
8. Prior to acceptance by County, Contractor and County shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days.

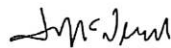
18. Contractor is not currently engaged in a boycott of the State of Israel and will not engage in a boycott of the State of Israel for the duration of this Agreement. Contractor is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, 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:

JEFF MCNEILL & SON'S CONSRUCTION, INC:



James A. Welch
Tooele County Manager



Jeff McNeill
Manager

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney

**FIRST ADDENDUM TO
TOOELE COUNTY ROADS DEPARTMENT TENANT IMPROVEMENT PROJECT
(INTERIOR IMPROVEMENTS TO COUNTY ROADS SHOP STORAGE BUILDING)
JEFF MCNEILL & SON'S CONSTRUCTION, INC**

ADDENDUM TO AGREEMENT dated this 1st day of August, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Jeff McNeill & Son's Construction, Inc ("Contractor").

The parties hereby mutually agree as follows:

1. In addition to the original Agreement, Contractor shall purchase and install a 7.5 ton overhead crane that meets or exceeds the specifications included in the documents specified in paragraph 4 of the original Agreement.
2. Owner will pay Contractor an additional \$139,071 for the purchase and installation of the overhead crane.
3. All other terms and conditions of the original Agreement remain in effect.

TOOELE COUNTY:

Void / Not Executed

James A. Welch
Tooele County Manager

JEFF MCNEILL & SON'S CONSTRUCTION, INC:

Jeff McNeill

Jeff McNeill
Manager

APPROVED AS TO FORM:

Void / Not Executed

Colin Winchester
Deputy County Attorney