



P. Rodney Thompson
Director

NOTICE TO PROCEED

DATE: September 15, 2017
PROJECT: South Mountain Road Phase 2 A
PROJECT NO.: TC 14-01

TO: Rulon J. Harper

Rulon Harper Construction, Inc.
8201 West 5400 South
Salt lake City, Utah 84118

You are hereby notified to commence work on the Fifteenth day of September, 2017 in accordance with the Agreement dated September 5, 2017.

The work shall be substantially completed within 90 consecutive calendar days. The date of substantial completion is December 13, 2017. The project shall be completed and ready for final payment.

TOOELE COUNTY (Owner)

BY: 
P. Rodney Thompson, Director of Roads

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____

(Title)

this the _____ day of _____, 20__.

**DOCUMENT 00 43 12
AGREEMENT**

THIS AGREEMENT, made and executed in UTAH original counterparts this 5, day of September A.D. 2017 between the Tooele County Road Department, hereinafter called "Owner", first party, and RULON HARPER CONSTRUCTION, INC. hereinafter called "Contractor", second party.

WITNESSETH, that for and in consideration of payments, hereinafter mentioned, to be made by the Owner, the Contractor agrees to furnish all labor and equipment; to furnish and deliver all materials not specifically mentioned as being furnished by the Owner and to do and perform all work in the construction of the **South Mountain Road Phase 2A Project** in Tooele County, State of Utah for the approximate sum of Two Hundred and Thirty Eight Thousand Nine Hundred and Eighty One 83/100 Dollars (\$ 238,981.83).

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with the plans, and specifications. The said plans and specifications and the notice to contractors, instruction to bidders, the proposal, special provisions and contract bond are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, Tooele County agrees to pay to Contractor in the manner and in the amount provided in the said specification and proposal.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper officers thereunto duly authorized as of the day and year first above written.

Attest

Secretary

Witnesses

Witness

Approved as to form:

By Scott Broadhead
Scott Broadhead
Tooele County Attorney

TOOELE COUNTY ROAD DEPARTMENT

Wade Bitner
First Party: Wade Bitner, Chairman
Tooele County Commissioner

Rulon J. Harper
Second Party

By Rulon J. Harper

President

Title

247436-5501

Utah Contractor License Number

**DOCUMENT 00 61 13
PERFORMANCE BOND**

KNOW MEN BY THESE PRESENTS:

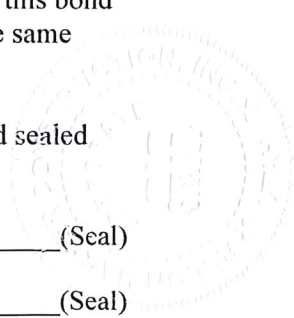
That, Rulon Harper Construction, Inc., hereinafter referred to as "Principal", and Western Surety Company, a corporation organized and existing under the laws of the State of Illinois, with its principal office in the City of Chicago hereinafter referred to as the "Surety", are held and firmly bound unto Tooele County, Utah by and through the Tooele County Road Department, hereinafter referred to as the "Obligee", in the amount of Two Hundred Thirty Eight Thousand Nine Hundred Eighty One and 83/100 Dollars (\$ 238,981.83) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 5th day of September 2017, to construct the **South Mountain Road Phase 2A Project** in the County of Tooele, State of Utah, for the approximate sum of Two Hundred Thirty Eight Thousand Nine Hundred Eighty One and 83/100 Dollars (\$ 238,981.83) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall faithfully perform the contract in accordance with the plans, specifications, and conditions thereof, then, this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 5th day of September 2017



(Seal)

Rulon Harper Construction, Inc. (Seal)

(Seal)
Principal

WITNESS OR ATTESTATION

WITNESS

[Handwritten signature]
[Handwritten signature]
Susan Shields

Western Surety Company
Surety

By *[Handwritten signature]*
Attorney-in-Fact

STATE OF UTAH)
COUNTY OF TOOELE)SS.

Stacie Hanson being first duly sworn on oath disposes and says, that he is the Attorney-in-Fact of the Western Surety Company and that he is duly authorized to execute and deliver the foregoing obligation, that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Stacie Hanson

Subscribed and sworn to before me this 5th day of September 2017

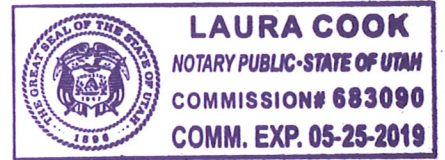
My commission expires: 05/25/2019

Laura Cook

Notary Public

APPROVED AS TO FORM:

Scott Broadhead
Scott Broadhead
Tooele County Attorney



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Craig B Hurst, Kevin W Andrews, Jeffery G Shields, Wm. Scott Shields, Gayle Wood, Donald R Mayer, Stephanie Garahana, Stacie Hanson, Individually

of Sandy, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

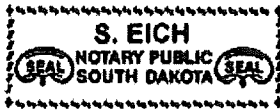
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of September 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

**DOCUMENT 00 61 14
PAYMENT BOND**

KNOW MEN BY THESE PRESENTS:

That, Rulon Harper Construction, Inc., hereinafter referred to as "Principal", and Western Surety Company, a corporation organized and existing under the laws of the State of Illinois, with its principal office in the City of Chicago hereinafter referred to as the "Surety", are held and firmly bound unto Tooele County, Utah by and through the Tooele County Road Department, hereinafter referred to as the "Obligee", in the amount of Two Hundred Thirty Eight Thousand Nine Hundred Eighty One and 83/100 Dollars (\$ 238,981.83) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 5th day of September 2017, to construct the **South Mountain Road Phase 2A Project** in the County of Tooele, State of Utah, for the approximate sum of Two Hundred Thirty Eight Thousand Nine Hundred Eighty One and 83/100 Dollars (\$ 238,981.83) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall pay all claimants supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract then, this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 5th day of September 2017.

WITNESS OR ATTESTATION

[Handwritten signature]
WITNESS

Susan Shields

(Seal)

Rulon Harper Construction, Inc. (Seal)

[Handwritten signature]
Principal (Seal)

Western Surety Company
Surety

By *[Handwritten signature]*
Attorney-in-Fact

STATE OF UTAH)
COUNTY OF TOOELE)SS.

Stacie Hanson being first duly sworn on oath disposes and says, that he is the Attorney-in-Fact of the Western Surety Company and that he is duly authorized to execute and deliver the foregoing obligation, that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

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of Sandy, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

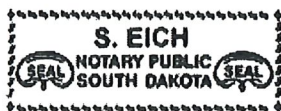
Paul T. Bruflat

Paul T. Bruflat, Vice President

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County of Minnehaha } ss

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February 12, 2021



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S. Eich, Notary Public

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WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Rulon Harper Construction, Inc. et al
Endorsement Effective Date:	06/02/2017

SCHEDULE

Name Of Person(s) Or Organization(s):	<p>Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.