

P. Rodney Thompson *Director* 

## **NOTICE TO PROCEED**

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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.

TOOEL	E COUNTY (Owner)	
BY:	P. Rodney Thompson, Director of	Roads
Receipt	of the above NOTICE TO PROCE	ED is hereby acknowledged
BY:		_
	(Title)	
thic the	day of	20

## DOCUMENT 00 43 12 AGREEMENT

5 , day of September	ecuted in <u>UTAH</u> original counterparts this A.D. 2017 between the Tooele County Road st party, and RULON HARPER CONSTRUCTION, INC.
be made by the Owner, the Contractor agree and deliver all materials not specifically mer	sideration of payments, hereinafter mentioned, to s to furnish all labor and equipment; to furnish ationed as being furnished by the Owner and to of the South Mountain Road Phase 2A Project oximate sum of
Two Hundred and Thirty Eight Thousand Nine H	lundred and Eighty One 83/100 Dollars (\$_238,981.83).
done and performed in the best and most wo the plans, and specifications. The said plans	d agrees that all of said work and labor shall be rkmanlike manner and in strict conformity with and specifications and the notice to contractors, provisions and contract bond are hereby made a ne effect as if the same had been set forth at
	mises, Tooele County agrees to pay to provided in the said specification and proposal.
IN WITNESS WHEREOF, the partitle their proper officers thereunto duly authorized	ies hereto have subscribed their names through d as of the day and year first above written.
Attest	TOOELE COUNTY ROAD DEPARTMENT  Wade Bothur
Secretary	First Party: Wade Bitner, Chairman
Witnesses	Tooele County Commissioner
Witness	Second Party  By Rulon J. Harper
Approved as to form:  By	President Title 247436-5501 Utah Contractor License Number
Tooele County Attorney	

# DOCUMENT 00 61 13 PERFORMANCE BOND

KNOW MEN BY THESE PRESENTS:	
That, Rulon Harper Construction, Inc. , h  Western Surety Company , a corp	pereinafter referred to as "Principal", and
laws of the State of Illinois , with its princ	cipal office in the City of Chicago
hereinafter referred to as the "Surety", are held as	
by and through the Tooele County Road Departm	
in the amount of Two Hundred Thirty Eight Thousar	
(\$ 238,981.83 ) for the payment whereof,	the said Principal and Surety bind
themselves, their heirs, administrators, executors	
severally, firmly by these presents.	
WHEREAS, the Principal has entered in	to a certain written contract with the
Obligee, dated the 5th day of Septe	
South Mountain Road Phase 2A Project in the	
approximate sum of	•
Two Hundred Thirty Eight Thousand Nine Hundred	Eighty One and 83/100 Dollars
`	eby referred to and made a part hereof as
fully and to the same extent as if copied at length	herein.
Principal shall faithfully perform the contract in a and conditions thereof, then, this obligation shall and effect.  PROVIDED, HOWEVER, that this bon Title 63, Chapter 56, Utah Code Annotated, 1953, to all such claimants shall be determined in accorextent as if it were copied at length herein.	be void, otherwise to remain in full force ad is executed pursuant to the provisions of as amended, and all liabilities on this bond
IN WITNESS WHEREOF, the said Print this instrument this 5th day of Se	
this instrument this 5th day of Se	ptember 2017
	(Seal)
	ulon Harper Construction, Inc. (Seal)
WITNESS OR ATTESTATION	
furting Olack dreum 3	(Seal)
WITNESS	incipal
	Vestern Surety Company
Su	irety \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	( ) and I am
Susan Shelds By	Attorney-in-Fact

Performance Bond 006113 - 1

STATE OF UTAH COUNTY OF TOOELE	) )SS.		
Stacie Hanson the Attorney-in-Fact of the Wally authorized to execute and authorized to execute the same reference to becoming sole sur	estern Surety Comp deliver the foregoin , and has complied i	g obligation, that said n all respects with the	and that he is Company is laws of Utah in
		Serie	Hanson
Subscribed and sworn to before	e me this 5th	day ofSeptember	2017
My commission expires:	25/2019	Saura Notary Public	Cool
APPROVED AS TO FORM:	Scott Broadhead Tooele County Atto	orney.	LAURA C  NOTARY PUBLIC-STATE  COMMISSION#

**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.

PANIS

WESTERN SURETY COMPANY

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

ON SOUTH DAKOTA

S. Eich, Notary Public

#### **CERTIFICATE**



WESTERN SURETY COMPANY

J. Relson/ 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
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  WITNESS  Western Surety Company Surety  By  Attorney-in-Fact

Payment Bond 006114 - 1

STATE OF UTAH COUNTY OF TOOELE	) )SS.			
	,			
Stacie Hanson	being first duly sv	vorn on oath dispos	es and says, that l	ne is
the Attorney-in-Fact of the We	estern Surety Compar	ny	and that	he is
duly authorized to execute and	deliver the foregoing	obligation, that said	d Company is	
authorized to execute the same				
reference to becoming sole sur		_		
reference to becoming sole sur	cty upon bonds, unde	rtakings, and oonga	tions.	
		Sain H	MSON	
Subscribed and sworn to before	e me this 5th	_day of _Septembe	r2	2017
My commission expires: 05/	25/2019	Saura Constant Public	Sol	
APPROVED AS TO FORM:	Scott Broadhead	mers	L NOT	AU F

Tooele County Attorney

COMM. EXP. 05-25-2019

# Western Surety Company

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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, Vice President

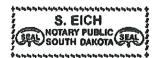
State of South Dakota County of Minnehaha

- S

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My commission expires

February 12, 2021



S. Eich, Notary Public

## CERTIFICATE



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

SSIMPSON

DATE (MM/DD/YYYY) 09/06/2017

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If the certificate holder is an ADDITIONAL INSURED, the noticy/ies) must have ADDITIONAL INSURED provisions or be endorsed

PRO	DUCER				CONTAC NAME:	T Sue Sim	pson			
Universal Business Insurance, Inc. P.O. Box 709210					PHONE (A/C, No, Ext): (A/C, No):					
	dy, UT 84070						n@ubinsuı		***************************************	***************************************
	•					INS	URER(S) AFFOI	RDING COVERAGE		NAIC#
					INSUREI	RA: Zurich-	American I	ns. Co.		16535
INSURED  Rulon Harper Construction Inc. See additional named					INSURER B : American Guarantee & Liability Ins. Co.					26247
					INSURER C: Zurich American Guarantee					
	insureds PO Box 18549				INSUREI	RD:				
	Kearns, UT 84118				INSURE	RE:				
					INSURE	RF:	***************************************	And the second s		
<u> </u>	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY RETIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUI PER POLI	IREMI TAIN, CIES.	ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A DED BY	NY CONTRA THE POLIC EDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPE BED HEREIN IS SUBJECT T	CT TO	WHICH THIS
VSR TR		INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	4 000 0
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	х		GLA017207203		06/02/2017	06/02/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,00
								MED EXP (Any one person)	\$	5,00
								PERSONAL & ADV INJURY	\$	1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,0
	POLICY X PRO- OTHER:							PRODUCTS - COMP/OP AGG	\$	2,000,0
A	AUTOMOBILE LIABILITY						·	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,0
	X ANY AUTO	Х		GLA017207203		06/02/2017	06/02/2018	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,0
	EXCESS LIAB CLAIMS-MADE			AUC012384602		06/02/2017	06/02/2018	AGGREGATE	\$	5,000,0
	DED X RETENTION \$ 0		ļ					as DED CTU	\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			14/0044405000		00/04/0047	00/04/0040	X PER OTH-		4 000 0
	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		WC011135602		03/01/2017	03/01/2018	E.L. EACH ACCIDENT	\$	1,000,0
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,0
_	DÉSCRIPTION OF OPERATIONS below			CDD0407C5004		06/02/2017	00/00/0040	E.L. DISEASE - POLICY LIMIT	\$	1,000,0
С	Leased/Rented Equip			CPP019765801		06/02/2017	00/02/2010	\$5,000 Ded		500,0
E: he	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI South Mountain Road Phase 2A Projec following entities are additional insurec ations) & Automobile Liability coverage	t Is on	a pri	mary & non-contributory t	asis as	respects the	General Lia		& con	pleted
- T - T - A	ations) & Automobile Elability coverage ooele County, he Engineer and his consultants .nd each of their officers, agents, volunt rella is excess and follow form of the p	teers	& en	nployees		·		coverage.		
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	Tooele County 47 S. Main Street				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.		

ACORD 25 (2016/03)

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AUTHORIZED REPRESENTATIVE

## 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):

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.

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.