

**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)

WITNESS OR ATTESTATION

_____(Seal)

Principal

WITNESS

Western Surety Company
Surety

Susan Shields

By

Stacie Hanson
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

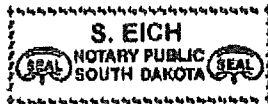
Paul T. Bruflat, Vice President

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**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.

_____(Seal)

Rulon Harper Construction, Inc. (Seal)

WITNESS OR ATTESTATION

_____(Seal)

Principal

WITNESS

Western Surety Company

Surety

Susan Shields

By *Janie Hanson*
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



**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.

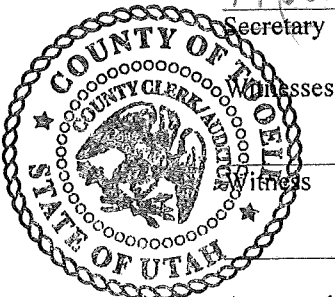
In consideration of the foregoing premises, Tooele County agrees to pay to
Contractor in the manner and in the amount provided in the said specification and proposal.

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.

TOOELE COUNTY ROAD DEPARTMENT

Attest

Marilyn K. Sillette
Secretary
Cheryl Auditor
Auditor



Witnesses

Witness

Approved as to form:

By *Scott Broadhead*
Scott Broadhead
Tooele County Attorney

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

Rulon Harper Construction, Inc.

NAMED INSUREDS

ENTITY NAME

FEIN

Rulon Harper Construction, Inc. DBA: Harper Precast	87-0435721
Rulon Harper Construction, Inc. DBA: Rulon Harper Materials	
Rulon Harper Construction, Inc. DBA: Rulon Harper Sand & Gravel	
Rulon Harper Construction, Inc. DBA: Rulon Harper Ready Mix	
Harper Contracting, Inc.	87-0435721
Harper Excavating, Inc.	87-0299098
Harper Sand & Gravel, Inc.	87-0435719
Harper Ready Mix Corporation – Dormant	47-0852967
Harper Investments, Inc.	87-0435720
Rulon Harper	
Paula Harper	

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

<p>Name Of Person(s) Or Organization(s):</p> <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.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA017207203	06/02/2017	06/02/2018	06/02/2017			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Rulon Harper Construction, Inc. et al

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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.