TOOELE COUNTY CORPORATION
CONTRACT #_______

Bond # 929550246

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 c laws of the State of Illinois , with its pr	orporation organized and existing under the
laws of the State of Illinois, with its pu	incipal office in the City of Chicago
hereinafter referred to as the "Surety", are held	d and firmly bound unto Tooele County, Utah
by and through the Tooele County Road Depa	rtment, hereinafter referred to as the "Obligee",
TARREST TO THE PARTY OF THE PAR	sand Nine Hundred Eighty One and 83/10Фollars
(\$ <u>238,981.83</u>) for the payment where	
themselves, their heirs, administrators, execute	ors, successors and assigns, jointly and
severally, firmly by these presents.	
	l into a certain written contract with the
Obligee, dated the 5th day of Se	ptemper 2017, to construct the
South Mountain Road Phase 2A Project in	the County of Tooele, State of Utah, for the
approximate sum of	- d Fields O d 00/400 D. II
Two Hundred Thirty Eight Thousand Nine Hundr	
(\$_238,981.83) which contract is h	
fully and to the same extent as if copied at len	gth herein.
NOW THEDERODE the condition	of this abligation is such that if the said
	of this obligation is such, that if the said
Principal shall faithfully perform the contract	
and conditions thereof, then, this obligation shall be a second to the second	all be void, otherwise to remain in full force
and effect.	
DROVIDED HOWEVED that this	and is avacuted purposent to the provisions of
	bond is executed pursuant to the provisions of
Title 63, Chapter 56, Utah Code Annotated, 19: to all such claimants shall be determined in ac	and and with said provisions, to the same
	cordance 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	
this histriment this out any of_	2011
	(Seal)
	Bulan (Iaman Occationation Inc.
MARKET LINES OF A MARKET STATE OF THE	Rulon Harper Construction, Inc. (Seal)
WITNESS OR ATTESTATION	(Seal)
	Principal
WITNESS	rincipal
WITNESS	Mostory Curety Company
	Western Surety Company Surety
A	
Susan Sheld	By HAMEL TOURSON
Suxon Shell	Attorney-in-Fact
C 304.	· · · · · · · · · · · · · · · · · · ·

STATE OF UTAH)		
COUNTY OF TOOELE)SS.		
Stacie Hanson		sworn on oath disposes and s	says, that he is and that he is
the Attorney-in-Fact of the We duly authorized to execute and authorized to execute the same reference to becoming sole sure	deliver the forego and has complied	ing obligation, that said Comp in all respects with the laws of	any is
Tolerence to becoming sole since	ty apon bonds, at	Serie Ha	nson
Subscribed and sworn to before	me this 5th	day of September	2017
My commission expires:	25/2019	Hawra Ce	ool

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, Vice President

State of South Dakota County of Minnehaha

} s

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



WESTERN SURETY COMPANY

J. Relson, 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.

TOOELE CO	UNTY	CORPORATON	
CONTRACT	#		9

Bond # 929550246

DOCUMENT 00 61 14 PAYMENT BOND

KNOW MEN BY THESE PRESENTS:	
That, Rulon Harper Construction, Inc., h	ereinafter referred to as "Principal", and
Western Surety Company ,a co	orporation organized and existing under the
laws of the State of Illinois , with its pr	incipal office in the City of Chicago
hereinafter referred to as the "Surety", are held	I and firmly bound unto Tooele County, Utah
by and through the Tooele County Road Depart	rtment, hereinafter referred to as the "Obligee",
in the amount of Two Hundred Thirty Eight Thous	sand Nine Hundred Eighty One and 83/100 Dollars
(\$ 238,981.83) for the payment whereo	
themselves, their heirs, administrators, executor	ors, successors and assigns, jointly and
severally, firmly by these presents.	re, buodono ana abbigne, je milija mili
severany, minity by these presents.	
WHEREAS, the Principal has entered Obligee, dated the 5th day of Sept South Mountain Road Phase 2A Project in t	tember 2017, to construct the
approximate sum of	the County of Toolie, State of Stain, for the
Two Hundred Thirty Eight Thousand Nine Hundre	ed Eighty One and 83/100 Dollars
(# 239 081 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	
to the same extent as it copied at length herein	4
NOW THEDEFORE the condition	of this obligation is such, that if the said
Principal shall pay all claimants supplying lab	or or materials to him or his subcontractors in
the prosecution of the work provided for in sai	id contract then this obligation shall be void
otherwise to remain in full force and effect.	d contract then, this congation shall co void,
otherwise to remain in full force and effect.	
PROVIDED, HOWEVER, that this be to all such claimants shall be determined in acceptent as if it were copied at length herein.	bond is executed pursuant to the provisions of 53, as amended, and all liabilities on this bond cordance with said provisions, to the same
THE STATE OF THE S	Drive in all and County have signed and realed
IN WITNESS WHEREOF, the said	Principal and Surety have signed and sealed
this instrument this 5th day of	September 2017.
	(Seal)
	Bulan Harner Construction Inc. (Coal)
WWW WOOLOD ATTENDED ATTO	Rulon Harper Construction, Inc. (Seal)
WITNESS OR ATTESTATION	(Seal)
Witan 1200	Principal
WITNESS	Western Surety Company
	Surety
Susan Shields	By Attorney-in-Fact
	_

Payment Bond 006114 - 1

STATE OF UTAH)			
COUNTY OF TOOELE)SS.			
Stacie Hanson the Attorney-in-Fact of the <u>W</u> duly authorized to execute an authorized to execute the sam reference to becoming sole su	Vestern Surety Compa d deliver the foregoin e, and has complied i	g obligation, that sain all respects with th	and t d Company is e laws of Utal	hat he is
Subscribed and sworn to before My commission expires:		day of _Septembe	er Ool	2017
APPROVED AS TO FORM:	Scott Broadhead Tooele County Atto	MC princy		LAURA COOK NOTARY PUBLIC-STATE OF UTAN COMMISSION# 683090 COMM. EXP. 05-25-2019

TOOELE COUNTY	CORPORATON
CONTRACT #	

DOCUMENT 00 43 12 AGREEMENT

	THIS AGREEMENT, made and exect 5 , day of September Department, hereinafter called "Owner", first hereinafter called "Contractor", second party.	uted in <u>UTAH</u> original counterparts this _A.D. 2017 between the Tooele County Road party, and <u>RULON HARPER CONSTRUCTION</u> , INC.
	be made by the Owner, the Contractor agrees and deliver all materials not specifically mention do and perform all work in the construction of in Tooele County, State of Utah for the approximation of the construction of the con	ioned as being furnished by the Owner and to the South Mountain Road Phase 2A Project kimate sum of
•	Two Hundred and Thirty Eight Thousand Nine Hu	indred and Eighty One 83/100 Dollars (\$ 238,981.83_).
	The Contractor further covenants and done and performed in the best and most work the plans, and specifications. The said plans a instruction to bidders, the proposal, special propart of this agreement as fully and to the same length herein.	nd specifications and the notice to contractors, ovisions and contract bond are hereby made a
	In consideration of the foregoing prem Contractor in the manner and in the amount pre	nises, Tooele County agrees to pay to ovided in the said specification and proposal.
	IN WITNESS WHEREOF, the partie their proper officers thereunto duly authorized	es hereto have subscribed their names through as of the day and year first above written.
		TOOELE COUNTY ROAD DEPARTMENT
000000000000000000000000000000000000000	Attest Many Helette Secretary Clerk and tor Worksses	First Party: Wade Bitner, Chairman Toncele, County Commissioner
		Second Party
000		By Rulon J. Harper
5	Approved as to form:	President
	By NARMAL	Title 247436-5501
	Scott Broadhead Tooele County Attorney	Utah Contractor License Number



CERTIFICATE OF LIABILITY INSURANCE

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

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. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

lf th	SU is c	BROGATION I	S W	AIVED, subject confer rights to	t to the	the certi	terms and conditions of ficate holder in lieu of su	ıcn ena	iorsementis).		require an endorsement	t. As	statement on
	DUCE							CONTAC	୮ Sue Sim	oson			
Univ	ers	al Business Ins	sura	nce, Inc.				PHONE (A/C, No	o, Ext):		FAX (A/C, No):		
P.O.	Bo:	x 709210 UT 84070						E MAIL ADDRE	_{ss:} ssimpso	n@ubinsur	ance.com		
Oun	w y ,	0, 0,0,0							INS	URER(S) AFFOR	DING COVERAGE		NAIC#
ĺ								INSURE	RA: Zurich-/	American Ir	ıs. Co.		16535
INSL	RED										ee & Liability Ins. Co.		26247
		Rulon Ha	rpei	Construction I	nc. S	See a	dditional named		RC:Zurich				
		insureds	a= 4	•				INSURE	RD:				
		PO Box 1 Kearns, t						INSURE					
		Realitis, C	,, ,	4110				INSURE					
L		24056		CED	TIEI	~ A TE	NUMBER:	11100111			REVISION NUMBER:		
T N	HIS IDIC	ATED, NOTWIT	THS1	AT THE POLICIE	S O EQUI	F INS	SURANCE LISTED BELOW ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	DED B	THE POLICI	ES DESCRIB PAID CLAIMS.			
INSR LTR		TYPE OF I			ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	COMMERCIAL GE			INCO	1115					EACH OCCURRENCE	\$	1,000,000
	<u> </u>	CLAIMS-MAD	DE [X OCCUR	x		GLA017207203		06/02/2017	06/02/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	-	1 32	L	<u></u>	^						MED EXP (Any one person)	\$	5,000
	-										PERSONAL & ADV INJURY	ŝ	1,000,000
	-										GENERAL AGGREGATE	s	2,000,000
	GE	N'L AGGREGATE LI									PRODUCTS - COMP/OP AGG	s	2,000,000
	-	POLICY X PE	RO- CT	roc							PRODUCTUS COMITTOL ACC	•	
		OTHER:				ļ			 		COMBINED SINGLE LIMIT	-	1,000,000
A	-	TOMOBILE LIABILI	TΥ						06/02/2017	06/02/2018	(Ea accident)	s	
	X) coneuni eu	X		GLA017207203		06/02/2017	06/02/2016	BODILY INJURY (Per person)		
		OWNED AUTOS ONLY	_	SCHEDULED AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
İ	X	HIRED AUTOS ONLY	X	NON-SWNED							(Per accident)	\$	
			<u>L</u>									\$	5,000,000
В	X	UMBRELLA LIAB		X OCCUR					00/00/0047	06/02/2018	EACH OCCURRENCE	\$	5,000,000
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Α	wo	RKERS COMPENSA D EMPLOYERS' LIA	ATION	ļ							X PER OTH-	-	1,000,000
İ	AN'	Y PROPRIETOR/PAR	RTNEF	R/EXECUTIVE N			WC011135602		03/01/2017	03/01/2018	E.L. EACH ACCIDENT	\$, ,
1	OF I	Y PROPRIETOR/PAR FICER/MEMBER EXC Indatory in NH)	CLUDI	D?	N/A	`					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	lf y	es, describe under SCRIPTION OF OPE	PATI	ONS helow	ĺ						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Le	ased/Rented E	qui)			CPP019765801		06/02/2017	06/02/2018	\$5,000 Ded		500,00
			• •										
The	foll ratio	antition c		dditional incura	UG VI	n a nr	D 101, Additional Remarks Sched imary & non-contributory quired by written contract	Hasis a	S TESUECIS III	e Gellelai Lia	red) bility (including on-going	; & co	mpleted
		Engineer and h	is co		. 4	. 9	mnlovose						

3 - And each of their officers, agents, volunteers & employees Umbrella is excess and follow form of the primary General Liability, Automobile Liability and Employers Liability coverage.

CERTIFICATE HOLDER	CANCELLATION				
Tooele County 47 S. Main Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Tooele, UT 84074	AUTHORIZED REPRESENTATIVE				
A CORD 25 (2045/02)	© 1988-2015 ACORD CORPORATION. All rights reserved.				

Rulon Harper Construction, Inc.

NAMED INSUREDS

ENTITY NAME	<u>FEIN</u>
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

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.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'I. 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.