

DOCUMENT 00 43 12
CONTRACT

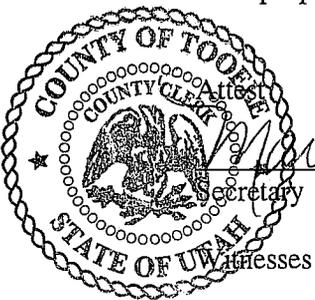
THIS AGREEMENT, made and executed in **Three (3)** original counterparts this 22nd, day of August A.D. 2011 between the **Tooele County Road Department**, hereinafter called "Owner", first party, and Geneva Rock Products, hereinafter called "Contractor", second party.

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 **Stansbury Park Roadway Micro-Surfacing Project** in Tooele County, State of Utah, the same being those identified segments of **Village Boulevard, Country Club Drive (Frontage Road), Stansbury Parkway and Country Club**, approximately 83,100 Square Yards of Micro-Surfacing and new pavement markings for the approximate sum of Two Hundred Fifteen Thousand Seven Hundred Nine Dollars and six cents, \$215,709.06.

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.



Marilyn K. Silleth
Secretary

Witness

Heidi Priest

Approved as to form:

By

Doug Hogan

Tooele County Attorney

TOOELE COUNTY ROAD DEPARTMENT

Colleen S. Johnson

First Party: Colleen S. Johnson, Chairman
Tooele County Commissioner

Second Party

Jared Wright

Title

239696-5501

Utah Contractor License Number

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CONTRACT

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TOOELE COUNTY ROAD DEPARTMENT



Attest
Michelle K. Lillie
Secretary

Witness
Heidi Pruitt

Approved as to form:

By [Signature]
Doug Hogan
Tooele County Attorney

Colleen S. Johnson

First Party: Colleen S. Johnson, Chairman
Tooele County Commissioner

[Signature]
Second Party

By Jared Wright

Project Manager

Title
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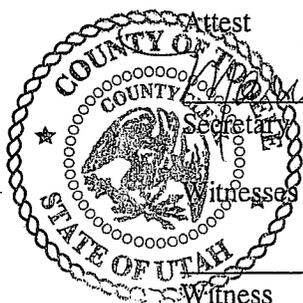
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TOOELE COUNTY ROAD DEPARTMENT



Attest
Lyn K. Silleth
Secretary

Witness
Heidi Pruitt

Approved as to form:

By [Signature]
Doug Hogan
Tooele County Attorney

Colleen S. Johnson
First Party: Colleen S. Johnson, Chairman
Tooele County Commissioner

[Signature]
Second Party

By Jared Wright
Project Manager

Title
239696-5501
Utah Contractor License Number

**DOCUMENT 00 61 13
PERFORMANCE BOND**

KNOW MEN BY THESE PRESENTS:

That Geneva Rock Products, Inc. Travelers Casualty and Surety Company and of America hereinafter referred to as "Principal", a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford 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 Fifteen Thousand Seven Hundred Nine and 06/100 Dollars (\$ 215,709.06)

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 22nd day of August 2011, to construct the Stansbury Park Roadway Micro-Surfacing Project in the County of Tooele, State of Utah, for the approximate sum of Two Hundred Fifteen Thousand Seven Hundred Nine and 06/100 Dollars (\$ 215,709.06) 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 25th day of August 2011.

Geneva Rock Products, Inc. (Seal)

Spahn Schellenberg (Seal)

(Seal)

WITNESS OR ATTESTATION

Principal

WITNESS

Travelers Casualty and Surety Company of America
Surety

By *W. Douglas Snow*
Attorney-in-Fact W. Douglas Snow

Jack A

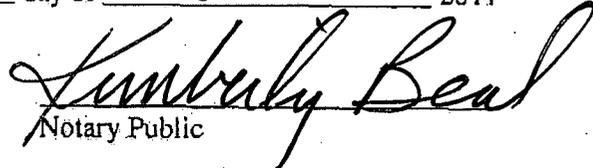
STATE OF UTAH)
COUNTY OF TOOELE)SS.

W. Douglas snow _____ being first duly sworn on oath disposes and says, that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America 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.

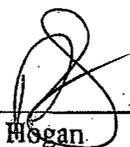
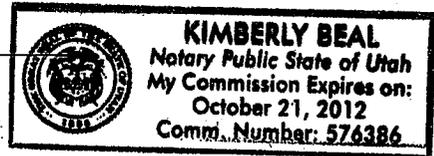


Subscribed and sworn to before me this 25th day of August 2011

My commission expires: 10/21/2012


Notary Public

APPROVED AS TO FORM:


Doug Hogan
Tooele County Attorney

DOCUMENT 00 61 14
PAYMENT BOND

KNOW MEN BY THESE PRESENTS:

That, Geneva Rock Products, Inc. hereinafter referred to as "Principal", and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford 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 Fifteen Thousand Seven Hundred Nine and 06/100 Dollars (\$ 215,709.06) 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 22nd day of August 2011, to construct the Stansbury Park Roadway Micro-Surfacing Project in the County of Tooele, State of Utah, for the approximate sum of Two Hundred Fifteen Thousand Seven Hundred Nine and 06/100 Dollars (\$ 215,709.06) 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 25th day of August 2011.

Geneva Rock Products, Inc. (Seal)

[Signature] (Seal)

WITNESS OR ATTESTATION

(Seal)

Principal

WITNESS

Travelers Casualty and Surety Company of America

Surety

By *[Signature]*
Attorney-in-Fact W. Douglas Snow

[Signature]

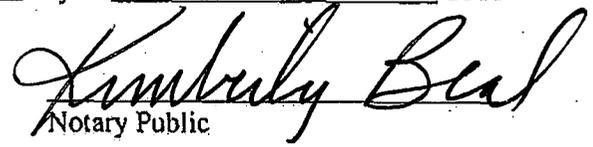
STATE OF UTAH)
COUNTY OF TOOELE)SS.

w. Douglas Snow being first duly sworn on oath disposes and says, that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America 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.

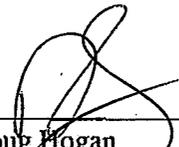
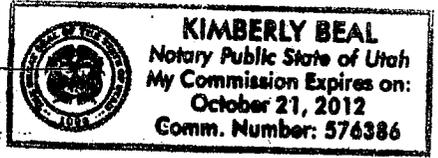


Subscribed and sworn to before me this 25th day of August 2011

My commission expires: 10/12/2012


Notary Public

APPROVED AS TO FORM:


Doug Hogan
Tooele County Attorney



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223367

Certificate No. 004402951

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

W. Douglas Snow, D. Cory Payne, James H. Dickson, Randall J. Austin, Aaron Griffith, Mark J. Austin, Susan R. Smith, Jace Pearson, and Vicki Sorensen

of the City of Murray, State of Utah, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of July, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 7th day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

OP ID: RM

DATE (MM/DD/YYYY)

08/24/11

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beehive Insurance Agency, Inc. P O Box 571431 Murray, UT 84157-1431 W. Douglas Snow	801-685-6860	CONTACT NAME:	
	801-685-2899	PHONE (A/C, No., Ext):	FAX (A/C, No.):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	GENRO-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Geneva Rock Products, Inc. c/o Clyde Companies, Inc. P. O. Box 538 Orem, UT 84059	INSURER A: The Travelers Indemnity Co		19046
	INSURER B: Travelers Prop/Cas		19046
	INSURER C: Ironshore Specialty Ins Co		25445
	INSURER D: The Phoenix Insurance Co		19046
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	VTC2KCO5642B443IND11	01/01/11	01/01/12	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU					GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY	X	VTC2JCAP5642B455TIL11	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
C	UMBRELLA LIAB		000879501	01/01/11	01/01/12	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 25,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	VTRNUB7791C44011	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Subject to the terms, conditions & exclusions of the policy. Tooele County & the Engineer are additional insureds, where required by written contract, on the Auto & General Liability. Thirty (30) day notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
TOOLECO	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 County 47 South Main Tooele, UT 84074	AUTHORIZED REPRESENTATIVE  W. Douglas Snow

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: RM

DATE (MM/DD/YYYY)

08/24/11

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<input type="checkbox"/> NON-OWNED AUTOS	\$						
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	DEDUCTIBLE						\$
	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	VTRNUB7791C44011	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
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CERTIFICATE HOLDER**CANCELLATION**

TOOLECO

Tooele County
 47 South Main
 Tooele, UT 84074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOOELE COUNTY

P. Rod Thompson
Director

August 31, 2011

Jared Wright, Project Engineer
Geneva Rock Products, Inc.
1565 West 400 North
Orem, Utah 84057

Subject: Stansbury Park Roadway Micro-Surfacing Project – Notice to Proceed

Dear Jared,

As you know the above Stansbury Park Micro Surfacing Project Bid on Tuesday August 9, 2011 you were apparent low bidder and were given Notice of Award on August 22, 2011. Since that time you have provided the County with all the appropriate documents executed properly, based on those documents and the County Commission approval you are allowed to move forward with the Project.

Geneva Rock Products, Inc. is officially given Notice to Proceed on the Stansbury Park Roadway Micro-Surfacing Project. The official start date will be on Thursday Morning September 1, 2011 with the substantial completion being 30 calendar days from September 1, 2011 which is end of the day September 30, 2011.

The Preconstruction meeting will be held on Wednesday, August 31, 2011 at 10:00 AM.

You are responsible to provide to the County a traffic control plan for the construction work anticipated, which will need to be approved prior to the start of construction, you will also need an approved flyer that will be distributed to all effected property owners one day prior to start of work. All required submittals will need to be approved by the County prior to their usage on site.

Good luck we look forward to working with you on this great project for Tooele County. Any questions or concerns please contact Clarke McFarlane at the Ensign Engineering Office at (801) 255-0529 or on his mobile at (801) 597-4605.

Sincerely,



Rod Thompson
Director, Tooele County Department of Roads

August 22, 2011

Jared Wright, Project Engineer
Geneva Rock Products, Inc.
1565 West 400 North
Orem, Utah 84057

Subject: Stansbury Park Roadway Micro-Surfacing Project – Notice of Award

Dear Jared,

As you know the above Stansbury Park Project Bids were due on Tuesday August 9, 2011 at 10:00 AM Mountain Standard Time (MST). The Bids were then opened and it appeared that Geneva was the apparent low bidder for the Project. Since that time the Bid Documents provided with your Bid were reviewed and the status of your Contractors License was verified.

Following the opening of the bids, if you remember the cost of the striping portion of your bid was discussed with Tooele County. At that time the County was considering not awarding just the striping portion of the project because they already have a contract with a striping company and they will simply expand their contract to include this work once the micro-surfacing is complete.

Based on the review and confirmation of all the documents submitted with your Bid you are in fact the low Bidder.

You are officially given Notice of Award on the Stansbury Park Roadway Micro-Surfacing Project Bid Items 1 through 7 but not including the striping Bid Items 8 through 11. Therefore the amount being awarded for the Project (Bid Items 1 through 7) is \$215,709.06.

Geneva shall proceed with the following:

- Execution of the Contract, Document 00 43 12 (Attached)
- Execution of the Performance Bond, Document 00 61 13 (Attached)
- Execution of the Payment Bond, Document 00 6 14 (Attached)
- Execution of the Certificate of Insurance – Bidder should provide his Insurance Agent with Section 1.2.08 “Insurance and Legal Responsibility” of Document 00 22 13 Information for Bidders (Attached). This section indicates what the minimum insurance requirements are for the Project. The Certificate of Insurance shall reflect those minimum requirements.

As stated in the Bid Policy the Bidder has **10 calendar days** in which to complete the above information and return it the County for their review and approval. Once all is in order the Notice to Proceed will be granted.

We look forward to working with you on this great project for Tooele County

Sincerely,



Rod Thompson
Director, Tooele County Department of Roads