

AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of May, 2012, by and between TOOELE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and Holbrook Asphalt, hereinafter referred to as SUPPLIER.

WITNESSETH:

WHEREAS, COUNTY desires to obtain materials and services as herein defined and further to obtain such materials and services in accordance with Utah State Law; and

WHEREAS, SUPPLIER is willing to provide such materials and services to COUNTY in consideration of receiving such fees as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section 2, the SUPPLIER agrees to furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work as for COUNTY as set forth in the Specifications attached hereto as Exhibit A and the SUPPLIER'S Cost Proposal attached hereto as Exhibit B, all of which are incorporated herein by this reference the same as if each and all had been set forth at length herein.

2. COMPENSATION

In exchange for services listed in Section 1, COUNTY will pay SUPPLIER at the applicable price stated in the proposal for items accepted by COUNTY which conforms to the APWA Specifications.

3. AMENDMENTS

No oral modifications or amendments to this Agreement shall be effective, but such may be modified or amended by a written agreement signed by the parties.

4. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Road Department Director, reserves the right to make, at any time during the term of this Agreement, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly. Such alterations shall not be considered as a waiver of nor release of any surety. SUPPLIER agrees to accept the specifications as altered the same as if it had been a part of the original Agreement. SUPPLIER shall proceed with the work alterations when ordered in writing.

Financial increases to this Agreement must be approved by the County Commission before additional work is authorized and constructed.

5. ASSIGNMENT

The parties to this Agreement shall not assign said Agreement, or any part thereof, without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability hereunder.

6. AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY ROAD DEPARTMENT DIRECTOR

A. The County Commission and the County

B. Road Department Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of SUPPLIER.

C. The County Commission or the County Road Department Director will have the authority by written order to suspend work wholly or in part due to the failure of SUPPLIER to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of the Agreement, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

7. EMPLOYMENT STATUS VERIFICATION

SUPPLIER shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

SUPPLIER shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

8. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by COUNTY and is defined as additional work which is neither shown nor defined in the Specifications.

Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by SUPPLIER as if they had been shown, without additional cost to COUNTY.

9. INDEMNIFICATION

SUPPLIER shall defend, indemnify, save and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) SUPPLIER'S, its subcontractors, agents or employees performance of this Agreement or their provision of any services required herein to be performed by SUPPLIER or its subcontractors, agents or employees, and (b) any act or omission of SUPPLIER, or its subcontractors, agents or employees.

10. INDEPENDENT CONTRACTOR

- A. SUPPLIER states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from COUNTY, and that this Agreement is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this Agreement. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with SUPPLIER. SUPPLIER is not to be considered an agent or employee of COUNTY for any purpose, and the employees of SUPPLIER are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use SUPPLIER exclusively. It is further understood that SUPPLIER is free to contract for similar services to be performed for others while working under the provisions of this Agreement with COUNTY.
- C. Both parties agree that SUPPLIER shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, SUPPLIER shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

11. INSPECTION AND ACCEPTANCE

COUNTY or its authorized representatives shall have the right to enter the premises of SUPPLIER, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to

the Agreement. SUPPLIER must provide reasonable access to all facilities and assistance to COUNTY or its authorized representatives.

12. INSURANCE

- A. SUPPLIER agrees to carry Commercial General Liability insurance coverage equal to or greater than \$1,000,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of SUPPLIER including SUPPLIER'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. The successful bidder shall provide a Certificate of Insurance to COUNTY evidencing that SUPPLIER has this insurance in place and shall maintain said insurance for the duration of this Agreement.
- B. SUPPLIER shall furnish a Certificate of Insurance to COUNTY evidencing that SUPPLIER has Workers Compensation Insurance for the SUPPLIER, all subcontractors, and all employees of the SUPPLIER and/or subcontractors.

13. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

14. KEYS

If it becomes necessary for the County to issue SUPPLIER a key to County locks, final payment to SUPPLIER will be held until the key has been returned and documented. It is illegal to duplicate County keys.

15. LEGAL

SUPPLIER shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

16. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

17. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

18. PAYMENTS

- A. SUPPLIER shall submit timely invoices for materials delivered to County. Upon verification of the validity of an invoice, County shall pay SUPPLIER within 30 calendar day of receipt of the invoice.
- B. Payment will be based upon verification of the actual quantities accepted by County which comply with these specifications. Payment shall be at the unit rates set forth in Exhibit B. Actual performance quantities will vary and shall not be limited to the quantities listed in Exhibit B, "Supplier Cost Proposal".
- C. Partial or progress payments shall not relieve SUPPLIER of performance or obligations under this Agreement, nor shall such payments be viewed as approval or acceptance of work performed.
- D. The "Method of Measurement" and the "Basis of Payment" for all items shall be by the "Unit Price" specified by SUPPLIER in Exhibit B.

19. TERM AND TERMINATION

- A. The term of this Agreement shall commence upon the date of execution hereof and shall terminate upon SUPPLIER'S completion of material delivery, acceptance thereof by COUNTY, and payment as set forth herein.
- B. The Agreement may be terminated for any reason by COUNTY upon thirty (30) days written notice to SUPPLIER, without prejudice to any other right or remedy COUNTY may have.
- C. Failure of SUPPLIER to adhere to any of the performance requirements of the Agreement shall be cause for termination without prior notice.
- D. The Agreement may be terminated for any reason by SUPPLIER upon ninety (90) days written notice to COUNTY.

20. WARRANTY

SUPPLIER warrants to COUNTY that all materials furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with this Agreement. All materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If

required by COUNTY, SUPPLIER shall furnish satisfactory evidence as to the kind and quality of materials.

21. SUCCESSORS IN INTEREST

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

22. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS

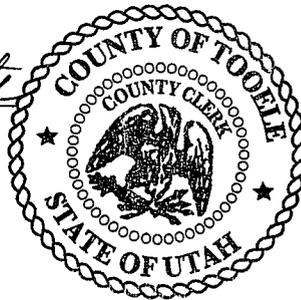
TOOELE COUNTY, UTAH



Coleen Johnson, Chairman

ATTEST:
Marilyn Gillete
Tooele County Clerk

By: 
Deputy Clerk



APPROVED AS TO FORM:

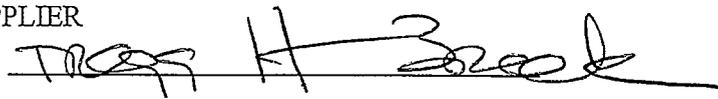
Doug Hogan

Tooele County Attorney

By: 

Deputy County Attorney

SUPPLIER

By: 

Payment Bond

Bond No.: 11086170

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Holbrook Asphalt Co.
3828 South 1700 East
St. George, UT 84790

OWNER (Name and Address):

Tooele County
47 South Main St
Tooele, UT 84074

SURETY (Name and Principal Place of Business):

The Guarantee Company of North America, USA
11075 South State Street, Suite 9-A
Sandy, UT 84070

CONSTRUCTION CONTRACT

Date: May 17, 2012

Amount: \$77,076.00

Description (Name and Location): HA5, Stansbury Park Project

BOND

Date (Not earlier than Construction Contract Date): May 31, 2012

Amount: \$77,076.00

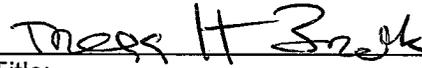
Modifications to this Bond: yes

CONTRACTOR AS PRINCIPAL

Company: Holbrook Asphalt Co. (Corporate Seal)

SURETY

Company: The Guarantee Company of North America, USA (Corporate Seal)

Signature: 
Name and Title:

Signature: 
Name and Title: Michael Wade, Attorney in Fact

(Any additional signatures appear on page 4.)

FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

The Presidio Group
5295 S. 300 W. Ste. 550
Salt Lake City, UT 84157
(801)924-1400

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by paragraph 4 is given by Owner to the Contractor or to the Surety, that is sufficient compliance.

6 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

7 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

8 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

SURETY 5026 (6-92)

10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14 DEFINITIONS

14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall respond within a reasonable time (1) after the Claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: Thomas H. 320
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Performance Bond

Bond No.: 1086170

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Holbrook Asphalt Co.
3828 South 1700 East
St. George, UT 84790

SURETY (Name and Principal Place of Business):
The Guarantee Company of North America, USA
11075 South State Street, Suite 9-A
Sandy, UT 84070

OWNER (Name and Address):
Tooele County
47 South Main St
Tooele, UT 84074

CONSTRUCTION CONTRACT
Date: May 17, 2012
Amount: \$77,076.00

Description (Name and Location): HA5, Stansbury Park Project

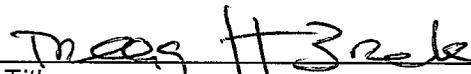
BOND

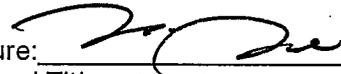
Date (Not earlier than Construction Contract Date): May 31, 2012
Amount: \$77,076.00

Modifications to this Bond: None

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Holbrook Asphalt Co.

SURETY
Company: (Corporate Seal)
The Guarantee Company of North America, USA

Signature: 
Name and Title:

Signature: 
Name and Title: Michael Wade, Attorney in Fact

(Any additional signatures appear on page 2.)

FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
The Presidio Group
5295 S. 300 W. Ste. 550
Salt Lake City, UT 84157
(801)924-1400

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such and agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be

declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have

been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:
none

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: Debra H. Zuk Signature: _____
Name and Title: Name and Title:



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Michael Wade, Kim Payton, Deila Zeeh, Alan Lord, John Schlichte, Brian Rueckert
Presidio Group, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 20th day of October, 2008.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Handwritten signature of Stephen Dullard

Stephen Dullard, Vice President

Handwritten signature of Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 20th day of October, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Handwritten signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 31st day of May 2012



Handwritten signature of Randall Musselman

Randall Musselman, Secretary

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Holbrook Asphalt LLC	
	Business name/disregarded entity name, if different from above Holbrook Asphalt Company	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ----- S ----- <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 3828 S. 1700 E.	Requester's name and address (optional) Tooele County 47 South Main Tooele, UT 84074
City, state, and ZIP code St. George, UT 84790		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
8	7	-	0	6	2	6	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/11/12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT C
AGREEMENT