RESOLUTION NO. 2017-R-13

WHEREAS, Midvale City has an interest in maintaining its street network in as good as condition as practical; and

WHEREAS, the City receives funds from taxes and other sources that are to be used for street maintenance; and

WHEREAS, the City uses these funds in a pavement management program that is carried out by independent contractors through a public bid process; and

WHEREAS, the City held a public bid opening on March 16, 2017 for the 2017-2020 Midvale City Pavement Restoration project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2017-2020 Midvale City Pavement Preservation project to Staker Parsons Companies; and

WHEREAS, an agreement has been prepared between the City and Staker Parsons Companies.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Staker Parsons Companies, for the construction of the 2017-2020 Midvale City Pavement Restoration program.

APPROVED AND ADOPTED this 4th day of April, 2017.

ATTEST:

JoAnn Seghini, Mayor

Rori L. Andreason, City Recorder

Voting by the City Council

<table>
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<tr>
<th>Name</th>
<th>“Aye”</th>
<th>“Nay”</th>
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<tbody>
<tr>
<td>Stephen Brown</td>
<td>✔</td>
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<td>Paul Glover</td>
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<td>Quinn Sperry</td>
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<td>Paul Hunt</td>
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<td>Wayne Sharp</td>
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</table>
THIS AGREEMENT dated as of the 4th day of April, 2017, is by and between Midvale City (hereinafter called OWNER), and Staker Parsons Companies (hereinafter called CONTRACTOR).
OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of the “2017-2020 Midvale City Pavement Restoration” at in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering and Land Surveying
45 West 10000 South
Sandy, UT 84070

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1. The Work will be substantially completed on or before 150-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 180 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

3.2 Liquidated damages will be assessed at $500 per day from substantial completion.

3.3 The contract will be, at the agreeance of OWNER and CONTRACTOR, renewable each year for up to three years. The contract will end June 30, 2020.

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds for the amount of $1,878,647.03, in accordance with the Construction Bid Form included herewith.

(See attached Construction Bid Form)

Article 5. PAYMENT PROCEDURES
CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Application for Payment on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 14.02 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payment will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, in accordance with the General Conditions.

90% (Ninety Percent) of Work completed

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. NOT USED

Article 7. CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

8.1. This Agreement (Section 500 pages 1 to 4, inclusive).

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)
8.5. Supplementary Conditions (Section 800 pages 1 to 5)

8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.

8.7. Drawings, consisting of sheets listed in the Index of Drawings.
8.8. Addenda numbers _______ to _______ inclusive.

8.9. CONTRACTOR’S Bid

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and Engineer. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by Engineer on their behalf.

This Agreement will be effective on April 4, 2017.

OWNER: Midvale City
By: [Signature]
[CORPORATE SEAL]
Attest: [Signature]
Address for giving notices:
7505 Holden St
Midvale, Utah 84047

(CONTRACTOR: Staker Parson Companies
By: [Signature]
[CORPORATE SEAL]
Attest: [Signature]
Address for giving notices:
89 West 13410 South, Ste. 110
Draper, UT 84020
License No. 4910823-SS01
Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)
2017-2020 MIDVALE CITY PAVEMENT RESTORATION

Prepared for

MIDVALE CITY
City Hall
7505 Holden St
Midvale, Utah
84047

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

2/22/17

Prepared by

Ensign Engineering and Land Surveying
45 W 10000 S Suite 500
Sandy, UT 84070

Office: (801) 255-0529
Fax: (801) 255-4449
Web Site: www.ensignutah.com
2017-2020 Midvale City Pavement Restoration

MIDVALE CITY
Midvale, Utah

2/22/2017

Ensign Engineering & Land Surveying
45 W 10000 S Suite 500
Sandy, UT 84070
www.ensignutah.com
Office: (801) 255-0529
Fax: (801) 255-4449

Midvale City
Office: (801) 256-2574
Fax: (801) 567-0518
CONTRACT DOCUMENTS
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- C-114: S. MAIN ST.
- C-115: N. MAIN ST.
- C-116: N. MAIN ST.
- SP-100: MAIN ST. STRIPING PLAN
- SP-101: MAIN ST. STRIPING PLAN
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<td>SP-103</td>
<td>MAIN ST. STRIPE PLAN</td>
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<tr>
<td>APWA PLAN NO 253</td>
<td>ASPHALT PAVEMENT OVERLAY</td>
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<tr>
<td>APWA PLAN NO 255</td>
<td>ASPHALT TEE PATCH</td>
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ADVERTISEMENT FOR BIDS

1.01 RECEIPT OF PROPOSALS:
Sealed proposals on forms prepared by the Engineer must be received by Midvale City Corporation at Midvale City Hall Attn: Rori Andreason, 7505 Holden Street, Midvale, Utah 84047 until 2:00 p.m. on Thursday, March 16, 2017 for the construction of:

2017-2020 Midvale City Pavement Restoration

This project is a yearly contract, renewable for up to three years to provide the construction of various asphalt patching, milling and overlays, and street reconstruction throughout Midvale City.

1.02 PROPOSALS WILL BE PUBLICLY OPENED AND READ
At Midvale City Hall, 7505 S Center Street, Midvale, Utah 84047 on March 16, 2017 at 2:00 p.m.

1.03 PROPOSAL GUARANTY
Each proposal shall be accompanied by a Proposal Guaranty acceptable in form to Midvale City Corporation in an amount equal to at least five (5%) of the amount of the proposal payable to Midvale City Corporation as a guaranty that, if the Proposal is accepted, the bidder will execute the Agreement and file acceptable Performance and Labor, and material Payment bonds no later than 72 hours after the award is made on the Contract.

1.04 OWNER’S RIGHTS RESERVED
Midvale City Corporation, hereinafter called the Owner, reserves to itself without condition the right to reject any or all Proposals and to waive any informality or technicality in any proposal deemed in the interest of the Owner.

1.05 DEPOSIT
Contractors shall be required to deposit $25.00 for each set of Specifications. The deposit must be a certified or company check payable to Midvale City Corporation and are nonrefundable.

1.06 PROJECT SPECIFICATIONS
Can be obtained from Ensign Engineering at http://www.ensignutah.com/index.php/bid-access beginning Monday, February 27, 2017 at 1:00 p.m. Any complications in obtaining plans should be directed to Kelly Chappell 435-491-0050, kchappell@ensigneng.com.

1.07 CONTRACTOR QUESTIONS RELATED TO THIS BID PACKAGE
All questions related to this Bid Package shall be submitted via email to the ENGINEER at the following email address: kchappell@ensigneng.com. Please use the following subject “2017-2020 Midvale City Pavement Restoration” for all correspondence. Questions must be received no later than March 10, 2017. Questions received after this date will not be included in the engineering clarification document. A clarification document (if required) will be issued via email on March 14, 2017 to all bidders listed on the plan holder’s list.

1.08 PRE-BID CONFERENCE
A MANDATORY pre-bid conference will be held at Midvale City Public Works Building at 8196 S Main St, Midvale Utah, Thursday, March 9, 2017 at 10:00 a.m. OWNER and ENGINEER will be on at the conference to answer questions.

Invitation to Bid

Midvale City is requesting bids for a 3-year Pavement Restoration program which includes Patching, Mill and Overlay’s, and Reconstruction of many streets throughout Midvale. Electronic copies of the bid documents will be made available on Ensign Engineering’s website at www.ensigneng.com/index.php/bid-access on Monday, February 27, 2017 at 1:00 p.m. Questions regarding bid document access should be directed toward Kelly Chappell kchappell@ensigneng.com A mandatory pre-bid conference will be held at Midvale City Public Works Building at 8196 S Main St, Midvale Utah, Thursday, March 9, 2017 at 10:00 a.m. Rod Mills from Ensign Engineering & Land Surveying will be available at the pre-bid conference and can be reached at rmills@ensigneng.com or at 801.918.7203 for questions regarding this bid. Sealed bids are due on Thursday, March 16, 2017, at 2:00 p.m. sharp. Late bids may not be accepted at the City’s discretion. Sealed bids must be addressed to Midvale City, Attn: Rori Andrea son, 7505 Holden Street, Midvale, Utah 84047. Bids must be accompanied by a Bid Bond equivalent to 5% of the total bid amount. The bid must be clearly marked on the outside of the envelope “2017-2020 Midvale City Pavement Restoration”. The City reserves the right to waive any formalities and accept or reject any bid it deems in its best interest.
DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

PURPOSE

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, 1910-8-A-1 or 1910-8-A-2 (1996 edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the owner.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

4.4. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain such examinations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request in advance, Owner may provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up and restore the site to its former conditions upon completion of such explorations as determined by the Owner.

4.6. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY
6.1. Each Bid must be accompanied by Bid security made payable to Owner by cashier’s check in an amount of five percent of the Bidder's maximum Bid price or in the form of a Bid Bond issued by a surety meeting the requirements of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. Contract is renewable up to 3-years, extending to June 30, 2020.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

INSTRUCTIONS TO BIDDERS
10.1. If the Supplementary Conditions or Supplementary Instructions to Bidders requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall at the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement containing pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution, Owner may award the contract to the next Bidder that proposes to use acceptable Subcontractors, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner’s written consent.

10.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

11.2. All blanks on the Bid Form must be completed in ink or by printer. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
11.5. All names and addresses must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. Bids must be priced on a lump sum basis for the base contract and include a separate price for each alternative described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternative will be the amount to be added to or deducted from the price of the base Bid if Owner selects the alternative.

11.9. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

12. SUBMISSION OF BIDS
Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS
13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdrawal his Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS
Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. SELECTION CRITERIA
All Bids will remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT
16.2. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Also,
Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.3. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices or other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.4. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers and other persons and organizations is requested by Owner. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.5. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.6. If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

16.7. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening. Should there be reasons why the Notice of Award cannot be given within the thirty (30) day period, the time may be extended by mutual agreement between the Owner and the Successful Bidder.

17. **CONTRACT SECURITY**

The General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required performance and payment Bonds.

18. **SIGNING OF AGREEMENT**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner will deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification. Engineer will identify those portions of the Contract Documents not fully signed by the Owner and Contractor and such identification shall be binding on all parties.
END OF DOCUMENT
March 16, 2017

Midvale City
7505 S Holden St
Midvale, Utah 84047

Project: 2017 – 2020 Midvale City Pavement Restoration

Dear Midvale City,

Staker Parson Companies is pleased to submit our Proposal to provide construction services as specified for the above referenced project.

A. Base Bid-
   See Base Bid Envelope.

B. Approach to Project-
   See Attached

C. Past Experience (Foreman, Superintendent, & with Midvale City)-
   See Attached

D. Demonstrated Track Record-
   See Attached

E. Bidder Agreement-
   Staker Parson Companies agrees to enter into negotiations each year, for two successive years, for each bid item contained herein.

Sincerely,

Tyler Poole
Tyler.Poole@stakerparson.com
Estimating / Project Manager
Staker & Parson Companies
89 W 13490 S, Ste 100
Draper, UT 84020
P-801-871-6646/ F-801-871-6601
DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION:

2017-2020 Midvale City Pavement Restoration

THIS BID IS SUBMITTED TO:

Midvale City
7505 South Holden Street
Midvale, Utah 84047

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER’S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. BIDDER has visited the City and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work.

D. This Bid genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in the conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule(s) and shall be paid for under the bid items listed to which it is related. Final
payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.

A. Determination of Quantities: It is further understood that the actual quantities will be determined by Midvale City upon completion of the work. Measurements of Quantities shall be as specified under the particular section of construction specification pertaining to that item.

B. Elimination of Work: It is understood that the Owner shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER acknowledges that the following selection criteria will be used to award this project, and has attached the required information to enable that evaluation:

This project is to be awarded based on four criteria, each to be weighted as noted. The four criteria are: (1) Bid price, 30%; (2) Approach to Project, 20%; (3) Past experience of Bidder and Bidder's construction foreman assigned to this project, and past experience of Midvale City with Bidder, 20%; and (4) Demonstrated Track Record of Bidder 30%. Each of the three areas will be scored separately by the Owner, who will rank each Bidder. The best-ranked Bidder in each area will be given a 1, the second best a 2, and so forth. The ranking will then be totaled, and the Bidder with the lowest total score will be awarded the project. Bidder should include information with his bid that addresses the three areas noted above, as described below:

A. Base Bid, (30%): Bidder to completely fill out the Bid Schedule included in these specifications. The Base Bid and Bid Bond are to be sealed in a separate envelope labeled 'Base Bid', and placed in the envelope with the Bidder's other information. The opening of this Base Bid envelope will constitute the Public Bid Opening.

B. Approach to Project (20%): Bidder to prepare a written narrative describing his approach to this project specifically addressing traffic control, access to business and private owner properties, public relations, how construction is to progress, and any other aspect to this project the Bidder views as crucial to its success.

C. Past Experience of Bidder's Construction Foreman assigned to this project, and past experience of Midvale City with this Bidder (20%): Bidder to prepare information highlighting his and his foreman's past experience on at least three (3) similar projects, including references. Midvale City will also consider any past experience the City has had with the Bidder on any prior projects performed by the Bidder for the City.

D. Demonstrated Track Record of Bidder (30%): Bidder to prepare information highlighting Bidders ability to successfully complete similar projects. Bidder to include at least (3) similar projects, including references, demonstrating ability to complete multiple year projects, which include moving to several different locations throughout a municipality or area.

E. Bidder agrees to enter into negotiations each year, for two successive years, for each bid item contained herein. It is the intent of the City to extend this contract to June 30, 2020.

The above information is to be attached to the Bid Form and made a part of the bid.

6. BIDDER will complete the Work in accordance with the Contract Documents for the following prices.

A. Bid schedule shows projected work in 2017. Work may vary significantly from year to year. No guarantees are made by the OWNER of work quantities in 2017 or subsequent years. Owner may reduce or increase work as necessary to meet budgets.
B. BIDDER agrees that the unit prices given in this base bid will be honored through the remainder of the contract. If BIDDER or OWNER can successfully show, through Cost-Of-Living-Adjustments (COLA), or other means, that unit prices should be adjusted to account for drastic changes in market place values, negotiations can be made to change unit prices based on percentage changes in COLA or market values.

7. The following documents are attached to and made condition of this bid

A. Required Bid Security in the form of certified check or Bid Bond
B. Evaluation Criteria as described above
C. Document 004537-Status Verification System Affidavit

Base Bid

Shall include all work for the construction of the 2017-2020 Midvale City Pavement Restoration project.

TOTAL BASE BID

1872, 678 $23

(use words)

The following unit prices for materials in place shall be used to evaluate alternatives and prepare changes to the contract, if necessary. Units are estimates and may vary from year to year.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>59,900</td>
</tr>
<tr>
<td>2</td>
<td>2&quot; MILL AND PROPER DISPOSAL OF TAILINGS</td>
<td>S.F.</td>
<td>1,309,417</td>
<td>0.13</td>
<td>157,130.04</td>
</tr>
<tr>
<td>3</td>
<td>4&quot; MILL AND PROPER DISPOSAL OF TAILINGS</td>
<td>S.F.</td>
<td>250,000</td>
<td>0.20</td>
<td>50,000</td>
</tr>
<tr>
<td>4</td>
<td>SHALLOW EXCAVATION ASPHALT TEE PATCH</td>
<td>S.F.</td>
<td>5,000</td>
<td>6.45</td>
<td>32,250</td>
</tr>
<tr>
<td>5</td>
<td>ADDITIONAL BASE COURSE</td>
<td>TON</td>
<td>50</td>
<td>34</td>
<td>1,700</td>
</tr>
<tr>
<td>6</td>
<td>LANE STRIPING</td>
<td>L.F.</td>
<td>53,015</td>
<td>0.36</td>
<td>19,783.90</td>
</tr>
<tr>
<td>7</td>
<td>MISC. PAVEMENT MARKINGS</td>
<td>E.A.</td>
<td>58</td>
<td>3.50</td>
<td>203.00</td>
</tr>
<tr>
<td>8</td>
<td>STOP BARS/CROSS WALKS</td>
<td>S.F.</td>
<td>4,215</td>
<td>2.30</td>
<td>9,691.50</td>
</tr>
<tr>
<td>9</td>
<td>2&quot; THICK ASPHALT OVERLAY</td>
<td>S.F.</td>
<td>1,309,417</td>
<td>0.37</td>
<td>1,008,261.69</td>
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<tr>
<td>10</td>
<td>4&quot; THICK ASPHALT OVERLAY</td>
<td>S.F.</td>
<td>250,000</td>
<td>1.40</td>
<td>375,000</td>
</tr>
<tr>
<td>11</td>
<td>RESET MANHOLES AND INSTALL CONCRETE COLLARS</td>
<td>E.A.</td>
<td>119</td>
<td>4.55</td>
<td>540.45</td>
</tr>
<tr>
<td>12</td>
<td>RESET VALVE BOXES AND INSTALL CONCRETE COLLARS</td>
<td>E.A.</td>
<td>110</td>
<td>4.55</td>
<td>500.50</td>
</tr>
<tr>
<td>13</td>
<td>STRUCTURAL FILL MATERIAL</td>
<td>C.Y.</td>
<td>250</td>
<td>70.45</td>
<td>17,612.50</td>
</tr>
<tr>
<td>14</td>
<td>SAW CUTTING</td>
<td>L.F.</td>
<td>1,000</td>
<td>1.25</td>
<td>1,250</td>
</tr>
<tr>
<td>15</td>
<td>EXCAVATE AND REMOVE EXISTING SUB-BASE, BASECOURSE, AND ASPHALT MATERIAL</td>
<td>C.Y.</td>
<td>300</td>
<td>55</td>
<td>16,500</td>
</tr>
</tbody>
</table>

BID FORM

00300 - 3
Midvale City
2017-2020 Midvale City Pavement Restoration

Total Bid Amount $1,872,647

NAME OF BIDDER: Staker Parson Companies  DATE: 03/16/17

**For reference the Mill Quantity estimated in 2018 is 646,274 SF and in 2019 the estimated quantity is 1,603,819 SF. This quantity may vary as needed to meet budgets.
To the City of Midvale:

The undersigned, in compliance with you invitation for bids for the

2017-2020 Midvale City Pavement Restoration

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials and supplies as required for the work in accordance with the contract documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this Proposal is a part:

Quantities shown are approximate. Owner reserves the right to increase quantities or decrease quantities as necessary to stay within budget.

I/we guarantee to complete the work by Staker Parson Co , should I/we be the successful bidder.

(Signature)

a. Communication concerning this Bid shall be addressed to the following address:

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

b. The terms used in this Bid which are defined in the General Conditions of Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on Mar 16 2017
Contractor Staker Parson Companies
By (Agent)

Project Mgr/Estimator (Title)

Business Address 89 W 13490 S, Ste 100, Draper, UT 84020

Phone No. 801-871-6600 Date 03/16/17

State Department of Business Regulation License No. 4910822-5501
KNOW ALL MEN BY THESE PRESENTS, that we STAKER & PARSON COMPANIES as Principal, hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation duly organized under the laws of the State of MARYLAND as Surety, hereinafter called the Surety, are held and firmly bound unto MIDVALE CITY as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID Dollars ($5% OF BID), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2017 - 2020 MIDVALE CITY PAVEMENT RESTORATION - MIDVALE CITY, UTAH

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16TH day of MARCH, 2017.

[Signatures]

(STAKER & PARSON COMPANIES, DBA STAKER PAVING AND CONSTRUCTION (Principal) (Seal)

(FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Surety) (Seal)

SCOTT ANDERSON (Title) Attorney-In-Fact)
SURETY ACKNOWLEDGMENT

STATE OF UTAH  } SS
COUNTY OF          
SALT LAKE         

On this 16TH day of MARCH, 2017, before me personally came SCOTT ANDERSON to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

[Signature]
Notary Public

[Notary Seal]

NOTARY PUBLIC
CHERYL MCMILLAN
74371
COMMISSION EXPIRES
APRIL 4, 2018
STATE OF UTAH
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael R. Kurz, Scott Anderson, Travis Canfield, Casey Fisherman and Tim Brown, all of Draper, Utah, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, Any and all bids bonds issued on behalf of Staker & Parson Companies; Staker & Parson Companies d/b/a Staker Paving and Construction; Staker & Parson Companies d/b/a Reynolds Excavation, Demolition and Utilities, Draper, Utah each in a penalty not to exceed the sum of $1,000,000 and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of February, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: [Signature]
Michael McKibben
Secretary
State of Maryland
County of Baltimore

On this 23rd day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

By: [Signature]
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

POA-F 020-8022X
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto, and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of May, 20.

Thomas O. McClellan, Vice President
PROPOSAL DATA

1. Materials
   1. Portland Cement Concrete Supplier  N/A
   2. Asphaltec Concrete Supplier  Staker Parson Companies

2. Subcontracted Information
   Work Subcontracted
   Colours.
   Markings
   Forming
   Seal Cutting
   Name of Subcontractor
   Innovative Pavement Systems
   Canyon Traffic Control
   Aggregate Cutting

3. Contractor Information
   Bidder’s Representative:
   Name: Tyler Poole
   Address: 89 W 13490 S, Ste 100
             Draper, UT 84020
   Telephone: 801-871-6600
   Contractor License No.: 4910822-5501
   Issuing State: UT
   License Type: General Contractor

Submitted By:

Staker Parson Companies
Company

By

Project Manager
Title

89 W 13490 S, Ste 100
Business Address

Draper, UT 84020
City and State

DATE: 03/16/17
March 16, 2017

Midvale City
7505 S Holden St
Midvale, Utah 84047

Project: 2017 – 2020 Midvale City Pavement Restoration

Dear Midvale City,

Staker Parson Companies is pleased to submit our Proposal to provide construction services as specified for the above referenced project.

A. Base Bid-
   See Base Bid Envelope.

B. Approach to Project-
   See Attached

C. Past Experience (Foreman, Superintendent, & with Midvale City)-
   See Attached

D. Demonstrated Track Record-
   See Attached

E. Bidder Agreement-
   Staker Parson Companies agrees to enter into negotiations each year, for two successive years, for each bid item contained herein.

Sincerely,

Tyler Poole
Tyler.Poole@stakerparson.com
Estimating / Project Manager
Staker & Parson Companies
89 W 13490 S, Ste 100
Draper, UT 84020
P-801-871-6646/ F-801-871-6601
2107-2020 Midvale City Pavement Restoration

Approach to Project

Throughout the partnership of Midvale City, Ensign Engineering, and the Staker Parson Companies frequent, open, and transparent communication will be key to the success of the project. The Staker Parson Superintendent and Foreman will be hands on involved in the day to day operations and the first line of communication for any construction related issues. The Project Manager will be the first line of communication for all submittals, changes, and contract related conversations.

The Staker Parson personnel given oversite of the project will meet often with the city representatives to discuss project schedule and phasing, and to coordinate the operations that are happening out in front of the paving work. Our focus will be to start and complete areas that are in close proximity to one another in order to minimize the impact to the public and to maximize construction operations.

For larger and more heavily used streets such as Main St. and 7500 S. traffic control plans will be prepared and presented for approval to the city in advance to the start of construction operations. Traffic control crews and Flaggers will be at the disposal of the construction operations in order to keep pedestrians safe and out of the work zones.

All costs for labor, equipment mobilization, traffic control, and flagging have been included in the individual bid items so the unit costs include all required work to complete the tasks. The cost for public notification has been included in the mobilization item.

Public notification will be given to all residents affected by our work well in advance of the start of construction operations. Upon award Staker Parson will present a notification plan will be presented and implemented after approval from Midvale City.
RESUME
DARRIN VAWDREY
STAKER PARSON COMPANIES

CONSTRUCTION SITE SUPERINTENDENT

Mr. Vawdrey is, quite simply, one of the most experienced roadway construction superintendents in the industry. Literally thousands of miles of Utah roadways, parking lots and driveways have been constructed or rebuilt with asphalt overlay crews under the supervision of Darrin Vawdrey.

PROJECT RESPONSIBILITIES

On-site, it is Mr. Vawdrey who schedules, supervises and controls the paving and surfacing crews. With over 29 years of experience in management of crews, he has the knowledge to complete the job correctly, and on budget. His duties include:

• Site inspection and preparation
• Equipment selection
• Equipment scheduling
• Paving and resurfacing crew supervision
• Inspection and quality control

PROJECT EXPERIENCE

Some of his specific project highlights include:

• PARK CITY OVERLAYS:
  Mill and overlay, including traffic control, of various locations all over Park City.
  Contract Price: $1 million
  Contact: Pace Erickson with Park City Public Works. 435-615-5000.

• 9400 SOUTH and 1300 EAST:
  Total reconstruct including new curb, gutter, sidewalk, stamped concrete as well as road excavation. Work also included electrical work, signal work, and pipe.
  Contract Price: 4.5 million
  Contact: Horrocks Engineering. 801-763-5100. Ryan with Sandy City. 801-568-2999.

• 3200 WEST – 4100 SOUTH to 4900 SOUTH:
  Total reconstruct including new curb, gutter and sidewalk. Also included road excavation, stamped concrete, electrical work, and pipe.
  Contract Price: $3.9 million
  Contact: Darrell Johnson with West Valley City. 801-956-3600.

• I-15; FARMINGTON TO GORDON AVENUE:
  Added a lane in each direction, including noise wall, and medium barrier.
  This project was awarded the prestigious 2010 Sheldon G Hayes Award from the National Asphalt Pavement Association which is awarded annually to the highest quality pavement project in the USA.
  Contract price: $60 million
  Contact: Karl Verhaeren with Parson Brinkerhoff. 801-803-8752.

A few other projects that Darrin has completed:
• SUMMIT CO AND JEREMY RANCH
• GLENWILDE
• I-80 SEAL COAT
GENERAL QUALIFICATIONS
In addition to such a vast amount of project experience, Mr. Vawdrey has accumulated a great amount of general experience. His general qualifications include:
- Extensive knowledge of practical asphalt overlay procedures
- Knowledge of heavy equipment maintenance and operation.
- Management of large crews and projects, as well as small and medium size projects.
- Experience with curb and gutter, water and drainage, excavation and complete city roadway requirements.

PROFESSIONAL EXPERIENCE
Construction Superintendent
STAKER & PARSON COMPANIES, Salt Lake, UT
Dates: 1987 to present

Construction Crew and Superintendent
GIBBONS & REED
Dates: 1980 to 1987

SPECIAL CERTIFICATIONS:
40 Hours Hazardous Material Training (Refresher course 8 hrs each year).
OSHA Training - annually
Traffic Control School
TRAVIS ALLAN
STAKER PARSON COMPANIES

CONSTRUCTION SITE SUPERINTENDENT

Mr. Allan is one of the most experienced roadway construction superintendents in the industry. Literally thousands of miles of Utah roadways, parking lots, and driveways have been constructed or rebuilt with asphalt overlay crews under the supervision of Travis Allan.

PROJECT RESPONSIBILITIES
On-site, it is Mr. Allan who schedules, supervises and controls the paving and surfacing crews. With over 16 years of experience in management of crews, he has the knowledge to complete the job correctly, and on budget. His duties include:
- Any pre-construction duties
- Equipment selection
- Equipment scheduling
- Paving and resurfacing crew supervision
- Inspection and quality control
- Expediting scheduling and work
- Contacting sub-contractors

PROJECT EXPERIENCE
Some of his specific projects include:
- US Highway 89
  Replaced curb, gutter, sidewalk, and handicap ramps. Rotomilled and paved project.
- State Capitol
  Finished subgrade, placed roadbase, and paved.
- Westside Railroad Realignment Project
  Grading and paving for the new Trax line. Realignment for Front Runner as well.
- Fruit Heights Park and Ride
  Built from ground up. Cleared and grubbed entire site. Stockpiled topsoil on site. Cut down to subgrade, added new sidewalk, curb and gutter to entire project. Brand new landscaping was put in, and a new road was built that attached two city streets together in front of the park and ride.
- Buzz Oates Building D
  Grading, placed roadbase and paved for a new parking lot
- Custom grade and paving jobs (both large and small)

GENERAL QUALIFICATIONS
In addition to such a vast amount of project experience, Mr. Allan has accumulated a great amount of general experience. His general qualifications include:
- Extensive knowledge of practical asphalt overlay procedures
- Experience with curb and gutter, water and drainage, excavation and complete city roadway requirements.
- Knowledge of heavy equipment maintenance and operation
- Management of large crews and projects over $4 million, as well as small projects

SPECIAL CERTIFICATIONS:
Hazardous Material Training
OSHA Training - annually
Traffic Control School
Tyler Poole

Project Manager/ Estimator, Staker Parsons Companies

Education

Bachelor of Science, Brigham Young University- Idaho, December 2009
- Construction Management Major
- Business Management Minor

Experience

Project Manager/Estimator, Staker Parsons, May 2015–Present
- Estimator for various projects ranging from $500 parking lot repairs to $70 million UDOT Projects
- Estimate, manage, and complete from 10-20 projects at any given time on Residential, Commercial, and State projects with a strong focus on safety, quality, schedule, and budget.

Engineer, Kiewit, April 2009–May 2015
- Drainage, earthwork, and geotechnical engineer on $250 million dollar Mountain View Corridor Project
- Oversaw onsite operations for $400 thousand dollar Kennecott emergency pit pipe pumping project
- Nightshift engineer on $65 million dollar NSA project for USACE
- Ramp and widening engineer on the SR 101 National Design-Build Honor award winning project
- Contract administrator and field engineer on $15 million dollar Newfield Injection Facilities
- Structures engineer on $130 million dollar Beck Street UDOT project
- Tracked operation performance and profitability, maintaining trend charts and commodity curves
- Responsible for weekly cost summary, monthly cost reporting and forecasting
- Coordinated and maintained project 5-week and 90 day schedules

Estimator, Kiewit, April 2009–May 2015
- Estimator of various scopes on $500 thousand - $1.2 billion DOT/civil/mining projects
- Discipline lead on Multiple Design Build DOT projects from $30 million to $1.2 billion
- Completed estimates and proposals for UDOT, ADOT, Rio Tinto, ITD, Government departments, etc.
- Estimated earthwork, roadway, pipeline, environmental, utilities, drainage, etc
- Performed technical writing and proposal graphic design for various proposals

- Managed construction crews on more than 30 different projects
- Lead crews to the successful completion of custom homes, multi family units, and log cabins
- Enhanced the development of small constructions companies through dedication to quality and safety

Training

<table>
<thead>
<tr>
<th>PROJECT/LOCATION</th>
<th>OWNER</th>
<th>CONTRACT $</th>
<th>TYPE/DESC</th>
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<td>2015 Park City Pavement</td>
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<td>Asphalt Pavement Overlay &amp;</td>
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<td>Management- Park City,</td>
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<td>Matt Cassell</td>
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<td>Shane Sorenson</td>
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<td>Blvd Ste 250</td>
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<td>Cottonwood Heights, UT</td>
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<td>Kyle Butterfield</td>
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<td></td>
<td>Larry Bolinder</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>(435) 884-3411</td>
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<td>Riverton City 2015</td>
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<td></td>
<td>Brent Bennett</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>801-208-3136</td>
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</table>
**Project Name:** 1300 East, Sandy; Creek Rd to Draper  
UDOT Project Number: GSP-HPP-TI-2044(3)0, CM-204

**Owner:** Utah Department of Transportation  
4501 S. 2700 W., Salt Lake City, UT 84119  
Contact: Leo Florence – 801-495-4240

**General Contractor:** Staker Parson Companies  
Contact: Scott Anderson – 801-871-6678

**Contract Value:** $10,912,056.50

**Project Quantities Summary:**

- **Public Information Services LS**
- **Traffic Control LS**
- **Reconstruct catch basins 22 EA**
- **Reconstruct manholes and valves 258 EA**
- **Borrow 10330 TON**
- **Remove fence 3140 LF**
- **Remove concrete sidewalk 13320 SY**
- **Remove concrete curb and gutter 21450 LF**
- **Reinforced concrete pipe 2200 LF**
- **HMA ½ 31350 Ton**
- **Install curb and gutter 29,670 LF**
- **Pedestrian Access Ramps 89 EA**
- **Relocate fire hydrant 9 EA**
- **Water line loops 8 EA**
- **Concrete Sidewalk 168,500 SF**
- **Landscape restoration LS**
- **Concrete wall 11,640 LF**
- **Traffic signal Systems 7 EA**
- **Highway Lighting system LS**
Project Description and Summary:

Funding  FHWA

UDOT Contractor Overall Performance  Rating 91.4

This project is located on 1300 East from approximately 7800 So to 10600 So, in Sandy Utah. The project involved removal and replacement of existing Curb & Gutter, Reconstruction of utility structures, installation of sound walls, roadway excavation, borrow, road base, milling and asphalt paving.

The project was completed per plans and specifications in June of 2011.
Project Name: 300 East: 3300 South to 3900 South

Owner: UDOT Region II
2010 South 2760 West, Salt Lake City, UT 84104
Contact: John Montoya – 801-975-4900

General Contractor: Staker Parson Companies
Contact: Travis Allan – 801-430-1681

Contract Value: $3,370,411

Project Quantities Summary:

- **Untreated Base Course:** 3,714 CY
- **HMA 1/2**: 6,755 TON
- **Roadway Excavation:** 15,790 CY
- **Reinforced Concrete Pipe:** 2,669 LF
- **Irrigation/Storm Drain:** 149 LF
- **Pavement Message:** 9,820 LF
- **Concrete Driveway Flared:** 22,447 SF
- **Concrete Flatwork:** 11,937 SF
- **Pavement Marking Paint:** 228 GAL
- **Traffic Signal System:** 2 LSU

**Project Description and Summary:**

This project was a Federally Funded Local Streets project completed for the Utah Department of Transportation.

This was a one mile long total street reconstruction project located in a residential/small commercial district of South Salt Lake City, Utah. In two phases, Staker Parson removed the existing roadway (including the curb and sidewalk,) to a depth of 20", and replaced the roadway in-kind using geogrid, stabilization fabric, granular borrow, road base, and asphalt. Storm drain, fencing, and signage were also replaced. Great care was used on the project to maintain local traffic, pedestrian safety, and access to homes thru open and honest communication and partnering.

The project was completed per plans and specifications in October of 2015.
**Project Name:** 400 East Roadway Reconstruction

**Owner:** Springville City  
110 N Main, Springville, UT 84663  
Contact: Brad Stapley – 801-489-2711

**General Contractor:** Staker Parson Companies  
Contact: Gordon Staker – 801-871-6684

**Contract Value:** $3,147,614.06

**Project Quantities Summary:**

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<th>Item</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>Roadway Excavation</td>
<td>71,312 SF</td>
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<tr>
<td>Granular Borrow</td>
<td>34,876 TON</td>
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<td>Road base</td>
<td>29,213 TON</td>
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<tr>
<td>3/4” HMA</td>
<td>12,379 TON</td>
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<td>4” Asphalt Paving</td>
<td>106,509 SF</td>
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<td>Concrete Flatwork</td>
<td>59,273 LF</td>
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<td>RCP Class III Pipe</td>
<td>6,081 FT</td>
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<tr>
<td>Combo/Inlet Junction Boxes</td>
<td>13 EA</td>
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<tr>
<td>Prep for Park Strip</td>
<td>13,868 SF</td>
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<tr>
<td>Irrigation- 800 S, Center St, 400 E</td>
<td>LS</td>
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</tbody>
</table>

**Project Description and Summary:**

This project was completed for Springville City.

The project is a complete street rebuild, requiring removal and replacement of existing curbs, walks and roadway structural section, installation of a new storm drain system, and required landscape restoration of effected properties.

The project was completed per plan and specification, on time and within project budget in 2010.
**Project Name:** SR-71; 3300 South to 400 South

**Owner:**
UDOT Region II
2010 South 2760 West, Salt Lake City, UT 84104
Contact: Bryan Chamberlain – 801-975-4900

**General Contractor:**
Staker Parson Companies
Contact: David Marley– 801-381-3625

**Contract Value:** $2,400,950.00

**Project Quantities Summary:**

- **Rotomilling:** 233,627 SY
- **HMA 1/2”:** 1,112 TON
- **Open Graded Surface Course:** 13,740 TON
- **Concrete Curb & Gutter:** 250 LF
- **Irrigation/Storm Drain:** 149 LF
- **Pavement Message:** 9,820 LF
- **Concrete Drainage Structures:** 4 EA
- **Pedestrian Access Ramps:** 104 EA

**Project Description and Summary:**

This project was a Federally Funded project for the Utah Department of Transportation in Salt Lake City, Utah.

The project involved removing and replacing 104 pedestrian access ramps, minor storm drain installation, and profile rotomilling/ HMA paving using CAD Total Station 3D technology. Major items included a 1” rotomill on 233,627 SY and placement of a 1” Open Graded Surface Course asphalt overlay.

The project was completed per plans and specifications in 2015. Staker Parson also received a majority of the available smoothness incentive.
ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
STAKER & PARSON COMPANIES
June 15th, 2010

The undersigned, being all of the members of the Board of Directors of Staker & Parson Companies, a Utah corporation (the “Corporation”), do hereby, pursuant to §16-10a-821 of the Utah Revised Business Corporation Act, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

ELECTION OF OFFICERS

WHEREAS, each of the officers of the Corporation resigned effective as of June 15th, 2010; and

WHEREAS, the Bylaws of the Corporation provide for the annual election of officers by the Board of Directors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and they hereby are, elected to serve, effective June 15th, 2010, as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Scott W. Parson President & CEO
John W. Parson Executive Vice President
J. Rocky Woodruff Executive Vice President
Doug Peterson Vice President – Strategic Sourcing & Secretary
Jared Hyde CFO & Asst. Secretary
Scott Hineman Director of Accounting, Corporate Controller & Asst. Secretary
Randy Anderson Region President – Staker Parson North Region
Bob Rowberry Region President—Staker Parson JBP Region
Mike Kurz Region President—Staker Parson Central Region
Rod Griffeths Vice President—Equipment
Paul Glauser Vice President—Sustainability & Benefits
Chris Kinnersley Vice President—Safety, HR, & Organizational Development
John Grunenwald Region President—Staker Parson Idaho Region
Darrell Whitney Region President—Staker Parson South Region
Pete Armstrong Staker Parson Idaho Region Controller & Assistant Secretary
Brian McCoy Staker Parson Staker Parson South Region Controller & Assistant Secretary
Wes Marsden Staker Parson Central Region Controller & Assistant Secretary
Shane Eltze Staker Parson JBP Region Controller & Assistant Secretary
Scott Barrett Corporate Credit Manager & Assistant Secretary
Dale Green Assistant Corporate Credit Manager & Assistant Secretary
Charlie Brown Assistant Secretary
Gary P. Hickman Assistant Secretary
Michael G. O'Driscoll Assistant Secretary
BE IT FURTHER RESOLVED, that the appropriate officers of the Corporation be, and each of
them hereby is, authorized to execute and deliver such agreements, documents, certificates and other
instruments under the seal of the Corporation, if required, for the purpose of selling products and securing
construction work for the benefit of the Corporation and to take such other action, as they may deem
necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office
or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to
time;

BE IT FURTHER RESOLVED, that the Secretary or Chief Executive Officer of the
Corporation may, from time to time, without further action by the Board of Directors, appoint other
individuals to serve as agents authorized to execute and deliver such agreements, documents, certificates
and other instruments under the seal of the Corporation, if required, for the purpose of selling products
and securing construction work for the benefit of the Corporation, or remove any individuals from this
capacity, and to direct those appointed to take such action, as he may deem necessary, advisable,
convenient or appropriate to carry out and fully perform the duties incident to the office of Chief
Executive Officer or Secretary.

BE IT FURTHER RESOLVED, that the original of this Consent, after execution by the
Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of
Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

Douglas Black

Michael G. O'Driscol

John W. Parson

Scott W. Parson
APPOINTMENT OF AUTHORIZED AGENTS

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Scott W. Parson, Chief Executive Officer of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Agent of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company's business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Company PROACTIS limits and the Staker & Parson Companies Approval Limits Documentation:

* Authority to sign hauler agreements

Adams, Scott  
Albrecht, David  
Alcaraz, Jennifer  
Aldrich, Nikki  
Alexander, Chris  
Allan, Dawn  
Allen, Drew  
Allen, Joseph  
Allison, Cody  
Ames, Michelle  
Anderson, Brad  
Anderson, Brent  
Anderson, Scott  
Antonio, Francis  
Argyle, Jory  
Armstrong, Pat  
Baird, Robert  
Barrett, Scott  
Bennett, Gary  
Berntson, Brad  
Berry, Todd  
Binggeli, Jason  
Boyer, Lane  
Brown, Robert  
*Brown, Tim  
Burton, Alison  
*Canfield, Travis  
Carter, Cole  
Carter, Mark  
Chamberlain, McKay  
Cherrington, Kim  
Cherrington, Riley  
Child, Gary  
Child, Shelly  
Christiansen, Buddy  
Clark, Pat  
*Clark, Pete  
Coffman, Rylene  
*Collard, Bevan  
*Collard, Jeff  
Condrey, Darci  
Covey, Larry  
Crockett, Kevin  
Crosley, Brooke  
Dalley, Mike  
Dalton, Brent  
Davis, Jeff  
Davis, Shannon  
Doty, Travis  
Dunn, Peggy  
Edmunds, Brent  
Eells, William  
Ekhart, Alyssa  
Ellingford, Preston  
*Ellison, Landon  
*Fabrizio, Craig  
Fife, Gillman  
*Fisherman, Casey  
Foster, Angela  
*Freeman, Gene  
Forsgren, Jeff  
Freston, Grace  
Garcia, Krista  
Giusti, Kneeland  
Glancy, Christina  
*Goodliffe, Jake  
Green, Dale  
Greenhalgh, Mark  
*Groves, Jon  
Gunter, Jerry  
Hadley, Ron  
Hales, Terry  
Hallett, Terry  
*Hansen, Brad  
Harvey, Jeremy  
Henkels, Larry  
Hernandez, Ed  
Heslop, Brian  
Hinze, Shane  
Holen, Casey  
Hogge, Justin  
Huschka, Nathan  
Johansen, Ryan  
Johnson, Braydon  
Johnson, Matt  
Jolley, Kevin  
*Kelso, Hal  
King, Darin  
Larsen, James  
Leonard, Jeremy  
Lindsay, Chuck  
Lindsay, Scott  
Long, Jerry  
*Love, Blake  
Lovell, Ky  
Lue, Eric  
Lutz, Jason  
Mantz, Dorian  
Marsden, Wes  
Marshall, Bob  
Martinez, Annie  
Matheson, Brian  
Mattinson, Jeremy  
Maxfield, James  
Mays, Ashley  
McCoy, Brian  
McFadden, Scott  
Mecham, Nicholas  
*Meikle, Travis  
Meldrum, Boyd  
Meyers, David  
Mitchell, John  
Montoya, Kelly  
Morgan, Kelly  
Morrill, Clint  
Moynier, Ryan  
Murray, Randi  
Murray, Ronan  
*Neilson, Erik  
Nelson, Connie  
Nelson, Iris  
*Newby, Mike  
Nichols, Keith
IN WITNESS WHEREOF, I hereunto set my hand this 15 day of August, 2016.

[Signature]
Scott W. Parson, Chief Executive Officer

Notary Public:

My commission expires:
STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1  GENERAL

1.1 CONTRACTOR

A. Name: Staker Parson Companies

B. Address: 89 W 13490 S, Ste 100
             Draper, UT 84020

C. Telephone number: 801-871-6600

D. Facsimile number: 801-871-6601

1.2 OWNER

A. The name of the OWNER is Midvale City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as 2017-2020 Midvale City Pavement Restoration

PART 2  REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

A. CONTRACTOR has completed a status verification system registration process and is in compliance with the requirements of Utah Code Section 63G-11-103.

B. CONTRACTOR will supply their Company Information page from the status verification system’s website (screen shot of enrollment or company information page). The Company Information page shall be submitted in conjunction with this Document 00 45 37 — Status Verification System Affidavit.

C. CONTRACTOR will require similar affidavits of registration and participation, as well as Company Information pages from a status verification system website, for any subcontractor who works under the terms of these Contract Documents.

PART 3  EXECUTION

3.1 CONTRACTOR’S SUBSCRIPTION AND ACKNOWLEDGMENT
Midvale City
2017-2020 Midvale City Pavement Restoration

A. CONTRACTOR's signature: [Signature]

B. CONTRACTOR's Status Verification System ID Number: 4910822-5501

Please print name here: Tyler Poole

D. Title: Project Mgr/ Estimator

E. CONTRACTOR's Utah license number: 4910822-5501

Acknowledgment

State of: Utah

) SS

County of: Salt Lake

The foregoing instrument was acknowledged before me this 30 March 2017

by Cheryl McMillan

(person acknowledging and title or representative capacity, if any)

Cheryl McMillan

Notary's signature

Riverton, Utah

Residing at

4-4-2018

My commission expires:

END OF DOCUMENT

NOTARY PUBLIC
CHERYL MCMILLAN
674571
COMMISSION EXPIRES
APRIL 4, 2018
STATE OF UTAH

STATUS VERIFICATION SYSTEM AFFIDAVIT 004537 - 2
CERTIFICATE OF PARTICIPATION
EMPLOYEE STATUS VERIFICATION SYSTEM

Description of Services: 2017-2020 Midvale City Pavement Restoration

State of Utah

County of Salt Lake

The undersigned, being of lawful age and being first duly sworn, deposes and says:

1. As a condition precedent to the award by Midvale City of the contract for the project or services identified above, I, [Name and title of authorized official], owner, partner, officer or authorized agent of Staker & Parson Companies, do solemnly swear that my firm or company registers and participates in a Status Verification System to verify the work eligibility status of the contractor's new employees that have been employed after July 1, 2009, as outlined in Section 63G-11-103(3), Utah Code Annotated.

2. My firm is currently using E-Verify verification system.

3. Our client ID number for this system is 133840.

4. I am aware that by tendering this affidavit to Midvale City, I have produced an official governmental record for keeping by Midvale City. I am advised that placement of any false statements into this governmental record renders me subject to criminal penalties for falsification of a governmental record, as described in Section 76-8-511, Utah Code Annotated.

5. In the event of my noncompliance with any status verification requirements, I consent to the termination of the contract for the services referenced above should I and my firm receive award of said contract.

Staker & Parson Companies
By [Signature]
Title [Title]

Subscribed and sworn to before me this 14th day of March, 2017.

[Signature]
Notary Public

Residing in: Draper, UT
Commission expires: 5-13-19
DOCUMENT 00420

NOTICE OF AWARD

TO: Tyler Poole
Staker Parsons Companies
89 W 13490 S, Suite 100
Draper, UT 84020

PROJECT Description “2017-2020 Midvale City Pavement Restoration”

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 3/14/2017, and Information for Bidders as requested by the OWNER.

You are hereby notified that your BID has been accepted for items in the amount of $1,672,147.03.

Your are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 28th day of March, 2017.

By Keith Ludwig
Title City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Travis Canfield

this the 31st day of March, 2016.

By
Title General Manager
DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the ____________ day of ______________, 2017, is by and between Midvale City (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of the "2017-2020 Midvale City Pavement Restoration" at in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering and Land Surveying
45 West 10000 South
Sandy, UT 84070

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1. The Work will be substantially completed on or before 150-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 180 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

3.2 Liquidated damages will be assessed at $500 per day from substantial completion.

3.3 The contract will be, at the agreeance of OWNER and CONTRACTOR, renewable each year for up to three years. The contract will end June 30, 2020.

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds for the amount of $1,872,497.03, in accordance with the Construction Bid Form included herewith.

(See attached Construction Bid Form)

Article 5. PAYMENT PROCEDURES
CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Application for Payment on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 14.02 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payment will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, in accordance with the General Conditions.

90% (Ninety Percent) of Work completed

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. NOT USED

Article 7. CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

8.1. This Agreement (Section 500 pages 1 to 4, inclusive).

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)

AGREEMENT FORM
8.5. Supplementary Conditions (Section 800 pages 1 to 5)

8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.

8.7. Drawings, consisting of sheets listed in the Index of Drawings.
8.8. Addenda numbers _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and Engineer. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by Engineer on their behalf.

This Agreement will be effective on 4th April 20 17.

OWNER: Midvale City

By [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

7505 Holden St

Midvale, Utah 84047

(CONTRACTOR: Staker Parson Companies)

By [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

841 West 13440 South, Ste 100

Draper, UT 84070

License No. 491063A - 5501

Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)
PERFORMANCE BOND

BOND NO. 9249712

KNOW ALL BY THESE PRESENTS, That we, _______________________________(hereinafter called the Principal),

as Principal, and _______________________________ (hereinafter called the Surety), a corporation

Duly organized under the laws of the State of _______________________________(hereinafter called the Obligee), in the sum of _______________________________ $1,872,647.03 Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this _______________________________ 4th day of __________ April __________ 2017

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated _______________________________.

for _______________________________ 2017 - 2020 Midvale City Pavement Restoration

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within (2) years following the date on which Principal ceased work on said Contract.

______________________________
Staker & Parson Companies

By: ________________________________

______________________________
Fidelity and Deposit Company of Maryland

By: ________________________________

Tina Davis, Attorney-in-Fact
PAYMENT BOND

BOND NO. 9249712

KNOW ALL BY THESE PRESENTS, That we, Staker & Parson Companies, hereinafter called Principal, and Fidelity and Deposit Company of Maryland, a Maryland Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto Midvale City, hereinafter called Owner, for the use and benefit of Claimants as herein defined, in the amount of One Million Eight Hundred Seventy-two Thousand Six Hundred Forty-seven And $1,872,647.03, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated entered into a contract with Owner for 2017 - 2020 Midvale City Pavement Restoration.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of the period of ninety (90) days after the date on which the last of such Claimant’s work or labor was done or performed, or materials where furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as my be justly due Claimant, and have execution thereon.

3. No suit or action shall be commenced hereunder by any Claimant.

a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of 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.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 4th day of April 2017.

Staker & Parson Companies

By

Fidelity and Deposit Company of Maryland

By

Hina Davis, Attorney-in-Fact
State of UT County of Salt Lake ss:

On April 04, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner  Notary Public
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tina DAVIS, Lisa HALL, Lindsey PLATTNER and Linda NIPPER, all of Salt Lake City, Utah, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of May, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

Assistant Secretary
Dawn E. Brown

Vice President
GERALD F. HALEY

State of Maryland
County of Baltimore

On this 24th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposes and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

POA-F 020-8022W
PERFORMANCE BOND

BOND NO. 5249712

KNOW ALL BY THESE PRESENTS, That we, ____________________________________________ (hereinafter called the Principal),
as Principal, and ____________________________________________ (hereinafter called the Surety), as Surety, are held and firmly
bound unto ____________________________________________, a corporation
Duly organized under the laws of the State of ____________________________________________, (hereinafter called the Obligee), in the sum of One Million Eight Hundred Seventy-two Thousand Six Hundred Forty-seven And 03/100
($1,872,647.03) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 4th day of April 2017.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated ____________________________.

for 2017 - 2020 Midvale City Pavement Restoration

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth
herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do
and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept,
done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to
the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said
Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within
(2) years following the date on which Principal ceased work on said Contract.

__________________________________________
Staker & Parson Companies

By ____________________________

__________________________________________
Fidelity and Deposit Company of Maryland

By ____________________________

Tina Davis, Attorney in Fact
PAYMENT BOND

BOND NO. 9249712

KNOW ALL BY THESE PRESENTS, That we, Staker & Parson Companies
as Principal, hereinafter called Principal, and

Fidelity and Deposit Company of Maryland
as Surety, hereinafter called Surety, are held and firmly bound unto Midvale City
as Obligee, hereinafter called Owner, for the use and benefit of Claimants as herein defined, in

the amount of One Million Eight Hundred Seventy-two Thousand Six Hundred Forty-seven And Dollars ($1,872,647.03), for the

payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly

by these presents.

WHEREAS, Principal has by written agreement dated entered into a contract with Owner for

2017 - 2020 Midvale City Pavement Restoration

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter
defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used
or reasonably required for use in the performance of the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not
been paid in full before the expiration of the period of ninety (90) days after the date on which the last of such Claimant's work or labor was done
or performed, or materials where furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final
judgment for such sum or sums as my be justly due Claimant, and have execution thereon.

3. No suit or action shall be commenced hereunder by any Claimant.

a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the
Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last
of the materials for which said claim is made.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of 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.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any
part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not
elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 4th day of April 2017.

Staker & Parson Companies

Fidelity and Deposit Company of Maryland

By ____________________________
Tina Davis, Attorney-in-Fact
State of UT  
County of Salt Lake  

On April 04, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner  Notary Public

LINDSEY PLATTNER  
Notary Public - State of Utah  
Commission Number: 692111  
My Commission Expires Nov. 13, 2020
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tina DAVIS, Lisa HALL, Lindsey PLATTNER and Linda NIPPER, all of Salt Lake City, Utah, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of May, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Dawn E. Brown
Assistant Secretary

By: Gerald F. Haley
Vice President

State of Maryland
County of Baltimore

On this 24th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

POA-F 020-8022W
Certificate of Insurance

This is to Certify that

Staker & Parson Companies
2350 S. 1900 W. Ste. 100
Ogden UT  84401

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

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<th>EXP DATE</th>
<th>POLICY NUMBER</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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ADDITIONAL COMMENTS
Re: Job# 319753 Midvale Pavement Restoration
Midvale City is listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNLESS THE COMPANY RECEIVES WRITTEN NOTICE OF CANCELLATION FROM THE COMPANY AT LEAST 30 DAYS BEFORE THE EXPIRATION DATE.

Job# 319753 Midvale Pavement Restoration

Midvale City
655 W. Center St.
Midvale UT  84047

Valerie F. Reece
Authorized Representative

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies.
APPOINTMENT OF AUTHORIZED AGENTS

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Scott W. Parson, Chief Executive Officer of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Agent of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company’s business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Company PROACTIS limits and the Staker & Parson Companies Approval Limits Documentation:

Authorized Agents Having Powers of a Vice President:

Brent Burr
Chris Kinnersley
John Eric Emerson
Brian Rhees
Roger Rich

* Authority to sign hauler agreements

*Adams, Scott
Albrecht, David
Alcaraz, Jennifer
Aldrich, Nikki
Alexander, Chris
Allan, Dawn
Allen, Drew
Allen, Joseph
Allison, Cody
Ames, Michelle
Anderson, Brad
Anderson, Brent
Anderson, Scott
Antonio, Francis
Argyle, Jory
Armstrong, Pat
Baird, Robert
Barrett, Scott
Bennett, Gary
Bermston, Brad
Berry, Todd
Biggelli, Jason
Bowes, Colleen
Boyer, Jon
Boyer, Lane
Brown, Robert
*Brown, Tim
Braun, Perry
Burton, Alison
Burgett, Blayne
Burr, Derek
*Canfield, Travis
Carter, Cole
Carter, Mark
Chamberlain, McKay
Cherrington, Kim
Cherrington, Riley
Child, Gary
Child, Shelly
Christiansen, Buddy
Christiansen, Hugh
Christoferson, Cade
Clark, Pat
*Clark, Pete
Coffman, Rylene
*Collard, Bevan
*Collard, Jeff
Condrey, Darel
Covey, Larry
Crockett, Kevin
Crossley, Brooke
Dalley, Mike
Dalton, Brent
Davis, Jeff
Davis, Shannon
Doty, Travis
Dunn, Peggy
Edmunds, Brent
Eells, William
Ekhart, Alyssa
Ellingford, Preston
*Ellison, Landon
*Fabrizio, Craig
Fife, Gillman
Fisher, Heather
*Fisher, Casey

Foster, Angela
*Freeman, Gene
Forsgren, Jeff
Freston, Grace
Garcia, Krista
Giusti, Kneeland
Glancy, Christina
*Goodliffe, Jake
Green, Dale
Green, Leslie
Greenthalgh, Mark
*Groves, Jon
Gunter, Jerry
Hady, Ron
Hales, Jan
Hales, Terry
Hallett, Terry
*Hansen, Brad
Harvey, Jeremy
Henkels, Larry
Hernandez, David
Hernandez, Ed
Heslop, Brian
Hintze, Shane
Holen, Casey
Hogge, Justin
Hopkins, Mike
Huschka, Nathan
Johansen, Ryan
Johnson, Braydon
Johnson, Matt
Jolley, Kevin
Kelly, Jim
*Kelso, Hal
King, Darin
Larsen, James
Larsen, Mike
Law, Kim
Leonard, Jeremy
Lindsay, Chuck
Lindsay, Scott
Long, Jerry
Lovell, Kylan
Luke, Eric
Luke, Mindi
Lutz, Jason
Mantz, Dorance
Marshall, Bob
Martinez, Annie
Mason, Jaden
Matheson, Brian
Mattinson, Jeremy
Maxfield, James
Mays, Ashley
McCarthy, Nancy
McCoy, Brian
McFadden, Scott
McHugh, Mitzi
McMillan, Sherry
Mecham, Nicholas
*Mekle, Travis
Meldrum, Boyd
Meyers, David
Mitchell, John
Mickle, Shannon
Montoya, Kelly
Morgan, Kelly
Morrill, Clint
Moynier, Ryan
Murray, Randi
Murray, Ronan
*Neilson, Erik
Nelson, Iris
Nelson, Tyson
*Newby, Mike
Nicholes, Keith
Nicoletti, Louie
Nielson, Lisa
Nielson, John
Niemeyer, Alice
Ogden, Steve
*Oman, Chance
Ostergaard, Tamera
Overman, Larry
Owen, Matt
*Pack, Brandon
*Pack, Derrick
Packard, Clay
*Parker, Shawn
Pearce, Bobby
*Petersen, Marc
Peterson, Blake
Peterson, Jeff
Peterson, Shauna
Pignot, James
Poole, Tyler
Prill, Dusty
Rasmussen, Blake
Rasmussen, Brock
Rentmeister, Shelly
Rhoades, Chris
*Rich, Dallas
Rich, Roger
Richards, Derek
Rivera, Sean
Ross, Kelly
Rowley, Craig
Rwser, Kolby
*Russell, Ryan
Sharp, Michelle
*Shepherd, Tyler
Simpson, Jason
Stevenson, John
Stipierre, Eric
Staker, Gordon
Staker, Jonas
Staheli, Ryan
Stephens, Lance
Stephenson, Lane
Stewart, David
*Stinger, Nathan
Stocks, Brian
Taintor, Rhett
Talbot, Jeffery
Tancy, Ben
Taylor, Brian
Taylor, Mark
Taylor, Sandy
Thackeray, Nicholas
Thompson, Jerry
Thompson, Mike
Thorpe, Tom
Thurgood, Dave
*Torgerson, Layne
Traveller, Sheila
Tregagle, Tracy
Trent, Heather
Turner, Jim
Turpin, Brent
Vanvliet, Nick
Wahlin, Mike
Waite, Glenn
Walker, Adam
Ward, Shawn
Warren, Jeff
Wilden, Joseph
*Wilkes, John
Williams, David
Wilson, Dave
Wilson, Peter J
*Wood, Kyle
Worthington, Michael
Yates, Todd
*Ylincheta, Chris
Zakotnik, Wayne

IN WITNESS WHEREOF, I hereunto set my hand this 27 day of Feb, 2017.

[Signature]
Scott W. Parson, Chief Executive Officer

Notary Public:
[Signature]

My commission expires: 24 Sep 2018
OLDCASTLE MATERIALS GROUP - WEST

ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
STAKER & PARSON COMPANIES

June 15th, 2010

The undersigned, being all of the members of the Board of Directors of Staker & Parson Companies, a Utah corporation (the "Corporation"), do hereby, pursuant to §16-10a-821 of the Utah Revised Business Corporation Act, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

ELECTION OF OFFICERS

WHEREAS, each of the officers of the Corporation resigned effective as of June 15th, 2010; and

WHEREAS, the Bylaws of the Corporation provide for the annual election of officers by the Board of Directors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and they hereby are, elected to serve, effective June 15th, 2010, as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Scott W. Parson
John W. Parson
J. Rocky Woodruff
Doug Peterson
Jared Hyde
Scott Hinerman
Randy Anderson
Bob Rowberry
Mike Kurz
Rod Griffiths
Paul Klausner
Chris Kinney
John Grineawald
Darrell Whitney
Pat Armstrong
Brian McCoy
Wes Marsden
Shane Mitzke
Scott Barrett
Dale Green
Charlie Brown
Gary P. Hickman
Michael G. O'Driscoll

President & CEO
Executive Vice President
Executive Vice President
Vice President - Strategic Sourcing & Secretary
CFO & Asst. Secretary
Director of Accounting, Corporate Controller & Asst. Secretary
Region President - Staker Parson North Region
Region President - Staker Parson Idaho Region
Region President - Staker Parson Central Region
Region President - Staker Parson South Region
Staker Parson Idaho Region Controller & Assistant Secretary
Staker Parson South Region Controller & Assistant Secretary
Staker Parson Idaho Region Controller & Assistant Secretary
Staker Parson Central Region Controller & Assistant Secretary
Staker Parson South Region Controller & Assistant Secretary
Staker Parson Idaho Region Controller & Assistant Secretary
Staker Parson Central Region Controller & Assistant Secretary
Corporate Credit Manager & Assistant Secretary
Assistant Corporate Credit Manager & Assistant Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary
BE IT FURTHER RESOLVED, that the appropriate officers of the Corporation be, and each of them hereby is, authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Corporation, if required, for the purpose of selling products and securing construction work for the benefit of the Corporation and to take such other action, as they may deem necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

BE IT FURTHER RESOLVED, that the Secretary or Chief Executive Officer of the Corporation may, from time to time, without further action by the Board of Directors, appoint other individuals to serve as agents authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Corporation, if required, for the purpose of selling products and securing construction work for the benefit of the Corporation, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of Chief Executive Officer or Secretary.

BE IT FURTHER RESOLVED, that the original of this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have heretounto set their hands effective as of the date first set forth above.

[Signatures]

Douglas Black
Michael G. O'Driscoll
John W. Parson
Scott W. Parson