

**DOCUMENT 00500**

**PURCHASE ORDER AGREEMENT**

(Project will be awarded by Purchase Order with the following conditions. The term agreement below refers to the purchase order)

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**PART 1 GENERAL**

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**1.1 CONTRACTOR**

- A. Name: Accurite Excavating & Hauling, Inc.
- B. Address: 1834 South River Run Drive  
Huntsville, Utah 84317
- C. Telephone number: 801-814-6975
- D. Facsimile number: \_\_\_\_\_
- E. Email Address: accuriteinc@gmail.com

**1.2 OWNER**

- A. The name of the OWNER is Weber County.

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as Melanie Lane Storm Drain Project.

**1.4 ENGINEER**

- A. Weber County Engineer is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

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**PART 2 TIME AND MONEY CONSIDERATIONS**

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**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
  - 1. Base Bid.
- C. An Agreement Supplement is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is:  
Forty Eight Thousand, Eight Hundred, Thirteen Dollars and Sixty cents. (\$ 48,813.60).

**2.2 CONTRACT TIME**

- A. Substantial Completion of the Work shall occur:
  - 1. 60 days from the date of the Notice to Proceed.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

**2.3 PUNCH LIST TIME**

- A. The Work will be complete and ready for final payment within 1 day(s) after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

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**PART 3 EXECUTION**

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**3.1 EFFECTIVE DATE**

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the 20 day of September, 2012.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT**

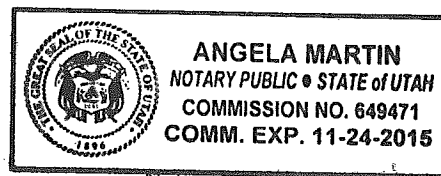
- A. CONTRACTOR's signature: Shawn Durrant
- B. Please print name here: Shawn Durrant
- C. Title: Owner
- D. CONTRACTOR's Utah license number: 371721-5501

**Acknowledgement**

State of Utah )  
 ) ss.  
County of Weber )

The foregoing instrument was acknowledged before me this 20th Sept, 2012  
by Shawn Durrant  
(person acknowledging and title or representative capacity, if any).

Angela Martin  
Notary's signature  
Weber County  
Residing at  
11/24/2015  
My commission expires:



E. **Corporate Authority:** At the request of the OWNER, evidence satisfactory to the OWNER shall be submitted which shows the person executing this Agreement has the required authority to execute this Agreement.

**3.3 OWNER'S SUBSCRIPTION AND ATTESTATION**

- A. Approval as to form: \_\_\_\_\_  
(Owner's attorney)
- B. Approval as to budget: \_\_\_\_\_  
(Owner's financial officer)
- C. Owner's signature: \_\_\_\_\_  
(Chairperson, Weber County Commission)

**Acknowledgement**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_  
(person acknowledging, title and representative capacity, if any).

\_\_\_\_\_  
Notary's signature  
\_\_\_\_\_  
Residing at  
\_\_\_\_\_  
My commission expires:

Notary's seal

END OF DOCUMENT