

**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)

---

**PART 1 GENERAL**

---

**1.1 CONTRACTOR**

- A. Name: Accurite Excavating & Hauling
- B. Address: 1834 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 Nordic Valley Drive Culvert 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.

---

**PART 2 TIME AND MONEY CONSIDERATIONS**

---

**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, [X] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is:  
Twenty nine thousand Dollars and no cents. (\$ 29,000 ).

**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.

---

**PART 3 EXECUTION**

---

**3.1 EFFECTIVE DATE**

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the 15th day of October, 2012.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT**

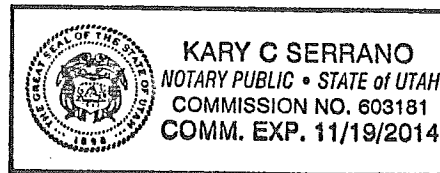
- A. CONTRACTOR's signature: Shawn Durrant
- B. Please print name here: SHAWN DURRANT
- C. Title: President
- D. CONTRACTOR's Utah license number: 371721-5501

**Acknowledgement**

State of Utah )  
 ) ss.  
County of Weber

The foregoing instrument was acknowledged before me this October 15, 2012  
by Sharon L. Durrant  
(person acknowledging and title or representative capacity, if any).

Kary C Serrano  
Notary's signature  
 Ogden UT 84401  
Residing at  
11/19/2014  
My commission expires:



Notary's seal

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



PAYMENT OR LABOR AND MATERIAL BOND

KNOW ALL BY THESE PRESENTS, that we, ACCURITE EXCAVATION & HAULING, INC. of 1834 RIVER RUN DR HUNTSVILLE, UT 84317 (hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of UTAH, (hereinafter called the Surety), are held and firmly bound unto WEBER COUNTY, 2380 WASHNGTN BLVD STE 320, OGDEN UT 84401 (hereinafter called the Obligee), in the full and just sum of Twenty-Nine Thousand and xx / 100 Dollars (\$29,000.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 8th day of October, 2012 for REPLACING A CULVERT which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and


WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.


AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

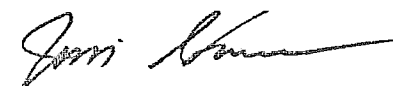
NOW, THEREFORE, if the above Principal shall in all accordance with applicable Statutes, promptly have made payment to all persons supplying labor and material in the prosecution of the work provided for in said contract that may hereinafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

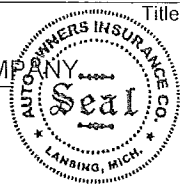
Signed and sealed this 8th day of October, 2012

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
ACCURITE EXCAVATION & HAULING, INC. Principal  
President  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Amanda Lamp  
\_\_\_\_\_  
Witness

AUTO-OWNERS INSURANCE COMPANY  
  
\_\_\_\_\_  
Jim House  
\_\_\_\_\_  
Attorney-in-Fact





DATE AND ATTACH TO ORIGINAL BOND  
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66144786

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED. That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 3rd day of January, 2012

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

On this 3rd day of January, 2012, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation



My commission expires January 1st, 2014

Amanda Lamp Notary Public

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 3rd day of January, 2012



Stuart R. Birn, First Vice President, Secretary and General Counsel

\*This power of attorney is attached to bond number 66144786, issued to ACCURITE EXCAVATION & HAULING, INC. on October 8th, 2012.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	COTTONWOOD INSURANCE INC 2028 EAST FORT UNION BLVD #200 Salt Lake City, UT 84121	CONTACT NAME: Shawna Holtam	
		PHONE (A/C, No, Ext): (801)943-5700	FAX (A/C, No): (801)942-8595
		E-MAIL ADDRESS: cl@cottonwoodins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	ACCURITE EXCAVATION & HAULING, INC. Shawn Durrant 1834 River Run Dr Huntsville, UT 84317	INSURER A: Colorado Casualty Insurance Company	
		INSURER B: Colorado Casualty Insurance Company	18333
		INSURER C: Colorado Casualty Insurance Company	41785
		INSURER D: Auto Owners Insurance	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00010901-420730 REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N CBP5072765	11/17/2011	11/17/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PO/AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$	N	N BA5072761	11/17/2011	11/17/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N WC5072762	11/17/2011	11/17/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Payment/Performance	N	N 66144786	11/01/2012	11/01/2013	Bond	\$29,000

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

## CERTIFICATE HOLDER

Weber County  
2380 Washington Blvd, Ste. 320  
Ogden, UT 84401

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(S1H)

© 1988-2010 ACORD CORPORATION. All rights reserved.