


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: January 11, 2021	PREPARED BY: Kathleen Neuman, Associate Engineer
Meeting Date Requested: January 19, 2021	PRESENTED BY: Craig Erdman, PE, County Engineer 
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Resolution and execute the contract provisions and plans for County Road Project (CRP) 616 – Selph Landing Bridge #906-8.79 Replacement to Industrial Construction of WA of West Richland, Washington.	
FISCAL IMPACT: Franklin County was awarded a total of \$327,768 of Federal Highway Administration (FHWA) Bridge Program and the County Road Administration Board (CRABoard) Rural Arterial Preservation (RAP) towards the construction phase of this project. Total estimated cost of construction for this project is \$247,680 including staff's time. This project is included in the 2021 Annual Construction & Major Equipment Purchases (Res. 2020-290).	
BACKGROUND: January 5 th , the Board of County Commissioners awarded the above-mentioned contract to Industrial Construction of WA for \$199,999.99 excluding sales tax. Industrial Construction of WA has submitted the appropriate insurance forms, performance bond, and payment bond for this contract. Public Works is prepared to execute the contract for the CRP 616 – Selph Landing Bridge #906-8.79 Replacement project.	
RECOMMENDATION: Approve attached resolution and execute the contract for the construction of CRP 616 – Selph Landing Bridge #906-8.79 Replacement project.	
COORDINATION: This agenda item was prepared under the supervision of Craig Erdman, County Engineer, reviewed by Matt Mahoney, Public Works Director, Keith Johnson, County Administrator, WSDOT Local Programs, CRABoard, and Jennifer Johnson, Civil Prosecuting Attorney whom has concurred with our recommendation.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Resolution executing contract (3 originals) 2. Contract Provisions and Plans for CRP 616 – Selph Landing Bridge #906-8.79 Replacement project (3 originals)	
HANDLING / ROUTING: (Once document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Please return two (2) original resolution and two (2) signed contracts to Kathleen Neuman, Public Works	

I certify the above information is accurate and complete.



Matt Mahoney, Public Works Director

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COMMISSIONERS OF
FRANKLIN COUNTY, WASHINGTON**

***EXECUTING CONTRACT BETWEEN FRANKLIN COUNTY AND
INDUSTRIAL CONSTRUCTION OF WA FOR
CRP 616 – SELPH LANDING #906-8.79 REPLACEMENT***

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into attached contract as being in the best interest of Franklin County,

NOW, THEREFORE, BE IT RESOLVED that the attached contract between Franklin County and Industrial Construction of WA of West Richland, Washington for CRP 616 – Selph Landing Bridge #906-8.79 Replacement is hereby approved by the Board.

APPROVED this _____ day of January 2021.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Member

Attest:

Clerk of the Board

CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ day of _____, 2021 between the COUNTY OF FRANKLIN, acting through the BOARD OF COUNTY COMMISSIONERS, under and by virtue of Title 47 RCW as amended, and **INDUSTRIAL CONSTRUCTION OF WASHINGTON**, hereinafter called the Contractor.

WITNESSETH, this in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for **CRP 616 – Selph Landing Bridge #906-8.79 Replacement**, in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington State Department of Transportation, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents, except those items mentioned therein to be furnished by the County of Franklin.

- II. The County of Franklin hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work, and to complete and finish the same in accord with the attached plans, specifications, and terms and conditions herein contained; and, hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time, in the manner, and upon the conditions provided for in this contract.
- III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants required of the Contractor in the contract.
- IV. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument in the day and year first below written; and the board of County Commissioners has caused this instrument to be executed by and in the name of said County of Franklin the day and year first above written.

Executed by the Contractor:

Date

Andy Peters

Contractor

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Chair

Chair Pro Tem

Member

ATTEST:

Approved as to Form:

Deputy Prosecuting Attorney, Franklin County

PUBLIC WORKS PAYMENT BOND

to Franklin County, WA

Bond No. 5427380

Franklin County, Washington, (County) has awarded to Industrial Construction of Washington LLC, (Principal) a contract for the construction of the project designated as **CRP 616 – Selph Landing Bridge #906-8.79 Replacement**, in Franklin County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Old Republic Surety Company (Surety), a corporation organized under the laws of the State of Wisconsin and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of One hundred ninety-nine thousand, nine hundred ninety nine and 99/100 US Dollars (\$ 199,999.99) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

[Signature]
Principal Signature

1/11/2021
Date

SURETY

[Signature]
Surety Signature

01/06/2021
Date

Andi Peters
Printed Name

Yesica Perez
Printed Name

Owner
Title

Attorney-In-Fact
Title



Name, address, and telephone of local office/agent of Surety Company is:

PayneWest Insurance
390 Bradley Blvd
Richland, WA 99352
Michael Button 509-946-6161

PUBLIC WORKS PERFORMANCE BOND
to Franklin County, WA

Bond No. 5427380

Franklin County, Washington, (County) has awarded to Industrial Construction of Washington LLC (Principal), a contract for the construction of the project designated as **CRP 616 – Selph Landing Bridge #906-8.79 Replacement**, in Franklin County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Old Republic Surety Company (Surety), a corporation organized under the laws of the State of Wisconsin and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of One hundred ninety-nine thousand, nine hundred ninety nine and 99/100 US Dollars (\$ 199,999.99) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

[Signature] 1/11/2021
Principal Signature Date

Andy Peters
Printed Name

Owner
Title

SURETY

[Signature] 01/06/2021
Surety Signature Date

Yesica Perez
Printed Name

Attorney-In-Fact
Title



Name, address, and telephone of local office/agent of Surety Company is:

PayneWest Insurance
390 Bradley Blvd
Richland, WA 99352
Michael Button 509-946-6161



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOHN R MOSTOLLER, CHERYL ANN MOORE, APRIL MORGAN, MICHAEL R. BUTTON, YESICA PEREZ, OF RICHLAND, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of OCTOBER, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of OCTOBER, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78-8440



Signed and sealed at the City of Brookfield, WI this 6th day of January, 2021

Karen J. Haffner

Assistant Secretary

PAYNEWEST INSURANCE, INC