

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: November 21, 2022	PREPARED BY: Kathleen Neuman, Project Manager
Meeting Date Requested: November 29, 2022	PRESENTED BY: Craig Erdman, PE, Director/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) 629-Muse Drive Bridge #211-0.85 Replacement project to Apollo, Inc of Kennewick, Washington.	
FISCAL IMPACT: Federal Highway Administration (FHWA) Local Bridge Program (BROS) has awarded \$1,477,442 towards the construction phase of CRP 629-Muse Drive Bridge #211-0.85 Replacement project. The project is included in the 2022 Annual Construction & Major Equipment Purchases (Resolution 2021-270).	
BACKGROUND: November 1 st , the Board of County Commissioners awarded the above-mentioned contract to Apollo, Inc for \$1,254,442.00 excluding sales tax. Apollo, Inc 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 629-Muse Drive Bridge #211-0.85 Replacement project.	
RECOMMENDATION: Approve attached resolution and execute the contract for the construction of CRP 629- Muse Drive Bridge #211-0.85 Replacement project.	
COORDINATION: This agenda item was prepared under the supervision of Craig Erdman, Director/Engineer, and Duane Davidson, Interim County Administrator whom have concurred with our recommendation.	
ATTACHMENTS: (Documents you are submitting to the Board) <ol style="list-style-type: none">1. Resolution executing contract2. Contract Provisions and Plans for CRP 629 – Muse Drive Bridge #211-9.93 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) signed original contracts to Kathleen Neuman, Public Works	

I certify the above information is accurate and complete.



Craig Erdman, PE, Director/Engineer

FRANKLIN COUNTY RESOLUTION _____

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

***EXECUTING CONTRACT BETWEEN FRANKLIN COUNTY AND
APOLLO, INC FOR CRP 629 - MUSE DRIVE BRIDGE #211-0.85 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 Apollo, Inc of Kennewick, Washington for CRP 629 – Muse Drive Bridge #211-0.85 Replacement is hereby approved by the Board.

APPROVED this _____ day of November, 2022

**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 _____, 2022 between the COUNTY OF FRANKLIN, acting through the BOARD OF COUNTY COMMISSIONERS, under and by virtue of Title 47 RCW as amended, and APOLLO, INC , 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 629 – Muse Drive Bridge #211-0.85 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:

11/18/22

Date

Amy Pearce for Apollo, Inc.

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. 30170943

Franklin County, Washington, (County) has awarded to Apollo, Inc., (Principal) a contract for the construction of the project designated as **CRP 629 – Muse Drive Bridge #211-0.85 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 Western Surety Company (Surety), a corporation organized under the laws of the State of SD 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 Million Two Hundred Fifty Four Thousand Four Hundred Forty Two and 00/100 US Dollars (\$ 1,254,442.00) 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 <u>Apollo, Inc.</u>	SURETY <u>Western Surety Company</u>
<u>Angie Hausch</u> 11/9/2022	<u>Lori McKimmy</u> November 7, 2022
Principal Signature	Surety Signature
<u>Angie Hausch</u>	<u>Lori McKimmy</u>
Printed Name	Printed Name
<u>Corp Sec / CFO</u>	<u>Attorney-in-Fact</u>
Title	Title

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

Kenneth J. Frick
112 South Fourth Street
Yakima, WA 98901 509-248-3515

PUBLIC WORKS PERFORMANCE BOND

to Franklin County, WA

Bond No. 30170943

Franklin County, Washington, (County) has awarded to Apollo, Inc. (Principal), a contract for the construction of the project designated as **CRP 629 – Muse Drive Bridge #211-0.85 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 Western Surety Company (Surety), a corporation organized under the laws of the State of SD 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 Million Two Hundred Fifty Four Thousand Four Hundred Forty Two and 00/100 US Dollars (\$ 1,254,442.00) 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 Apollo, Inc.

SURETY Western Surety Company

Principal Signature

Date

Surety Signature

Date

Printed Name

Lori McKimmy

Printed Name

Title

Title

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

Kenneth J. Frick
112 South Fourth Street
Yakima, WA 98901 509-248-3515

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of March, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.