

Lewis County  
Department of Public Works  
Engineering Division

**CONTRACT  
PROVISIONS AND PLANS  
FOR CONSTRUCTION OF:**

***SOLID WASTE  
TRANSFER STATION SCALE  
PROJECT***

(RESWTS)

April, 2017

Lewis County Public Works  
2025 NE Kresky Ave.  
Chehalis, WA 98532-2626



**BOARD OF COUNTY COMMISSIONERS**

Edna Fund, District No. 1  
Robert C. Jackson, District No. 2  
Gary Stamper, District No. 3



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## INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual, together with the Special Provisions and the attached plans hereinafter contained, covering all work specified under this contract are hereby made a part of this contract. The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(APWA GSP)	American Public Works Association General Special Provision

**General Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of this contract:

Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that wherever the words “Secretary (Secretary of Transportation)” are used they shall mean Lewis County Engineer; that wherever the words “State Treasurer” are used they shall mean Lewis County Treasurer; that wherever the words “State Auditor” are used they shall mean Lewis County Auditor; that wherever the words “Motor Vehicle Fund” are used they shall mean Lewis County Road Fund.

## SPECIAL PROVISIONS

## REQUEST FOR SEALED BID

### 1. SCOPE

Interested parties **MUST ATTEND** a pre-bid onsite conference to see the shallow wells, so they can verify exact measurements and bearing locations, condition of existing conduits, and other facts that may not be available. **Any bidder not attending the pre-bid conference shall be considered Non-Responsible and the Proposal shall be rejected. Any Manufacturer or Representative that attended the April 20, 2017 Pre-Bid meeting will have satisfied this requirement.**

This is a request for proposals for the purchase and installation of two low profile steel deck platform scales (5 modules each) (scale must meet NTEP-certification per H-44 Class III L), indicators, and shall support an AASHTO HL-93 loading. The successful bidder will remove existing scales and install new scales in existing shallow wells, rewire scales and install new indicators. All other components of the existing platform scales will become the property of the successful bidder and be removed from the site at their expense. The Contractor will be required to repair or replace any existing conduit that is damaged, undersized, or does not meet current L&I codes at no additional expense to the Contracting Agency.

Two sets of shop drawings shall be provided to Lewis County within 45 working days of contract award. Shop drawings shall include steel deck details, cell connection and bearing details, lifting details, wiring and assembly details, and installation details. The successful bidder shall provide a schedule showing installation of new platform scales that would least impact the operations of Lewis County Solid Waste.

A licensed Engineer of the State of Washington, shall certify that the steel platform scale deck meets the required loading as stated in the contract within forty-five working days of contract award.

### 2. NOTES

- For questions or appointments, contact Project Manager Steve Skinner via telephone at (360) 740-1451 or email ([Steve.Skinner@lewiscountywa.gov](mailto:Steve.Skinner@lewiscountywa.gov)) or [william.norwood@lewiscountywa.gov](mailto:william.norwood@lewiscountywa.gov)
- Lewis County (Agency) reserves the right to ask for descriptive literature and technical specifications at the bidders' expense.
- The bid shall include cost of material as specified and **ALL** shipping to the project site. No fuel surcharges shall be charged.
- Federal Tax Identification Number from IRS form W-9 is required on all invoices.

- Bidders are to submit a copy of any and all warranties for the proposed product(s) with their response. A copy of the warranties shall also accompany products delivered.

### 3. SPECIFICATIONS

The Scales shall be approved under rules of the Washington State Department of Agriculture's Weights and Measures Section for weight certification. The scales shall be designed to withstand impact loads. The scales shall have easy access to load cells with picking points located in corners as shown in the conceptual drawings. . The scale platforms shall be of steel construction with a type of non-skid metal (ie: diamond plate) for running surface. The low profile scale shall fit between the existing load cell footings and the surface (1 foot). Length and width tolerances shall be as measured in the field by the manufacturer. Existing load cell wiring and indicator wiring shall be removed and replaced to ensure continuity with new equipment. See attached Specifications- "Steel Platform Scales". Scale platforms must have an attached rub rail which must be bolted to the scale platform and not affect any existing concrete curbs.

### 4. PRE-BID CONFERENCE

#### Date and Time of Pre-Bid Conference

Public Works Solid Waste Representatives will hold an on-site Pre-Bid Conference April 20, 2017 (9:00am) to allow prospective bidders to take measurements and gather information necessary to bid the contract. Location Solid Waste Facility, 1411 South Tower Avenue, Centralia, Washington. **Any bidder not attending a pre-bid conference shall be considered Non-Responsible and the Proposal shall be rejected. Any Manufacturer or Representative that attends the April 20, 2017 Pre-Bid meeting will have satisfied this requirement.**





# APPENDIX A



# Steel Platform Scales

## **1 GENERAL PROVISIONS**

- 1.1 Remove existing scales and indicators and furnish and install two steel deck platform scales and associated electronic controls in existing scale wells. Decks, bracing, and associated wiring materials shall become the property of the Contractor and be removed from the project.
- 1.2 In order for the bid to be considered, Manufacturer or representative must attend a pre-bid onsite conference. Failure to do so will result in the bid being considered non-responsible.
- 1.3 The scale shall have a clear weighing surface of not less than the existing pit with bolt on and removable rub rails on each platform scale with indicators for both inbound and outbound lanes.
- 1.4 The scale shall have a profile not to exceed 12" inches, which is measured from the top of the scale to the top of the pier at the load cell bearing points.
- 1.5 The scale shall be fully electronic in design and shall not incorporate any mechanical weighing elements, check rods, or check stays.
- 1.6 The scale shall be designed to perform as a single weighing platform working to produce total load weight and shall be of flat-top design. Side bolt-on rub rails must be incorporated and fit inside the existing scale pits.
- 1.7 The scale shall have a gross weighing capacity of 135 tons.
- 1.8 The scale shall have a Concentrated Load Capacity (CLC) of 90,000 pounds.
- 1.9 The scale shall be designed to accept vehicles that generate up to 90,000 pounds per tandem axle and 105,000 pounds gross weight.
- 1.10 The load cells shall be of stainless steel construction and load cell mounting hardware shall be of steel construction and painted with same specifications as weigh-bridge. The cables shall be conduit protected.
- 1.11 The scale shall be calibrated to a minimum of 140,000 pounds by 20-pound increments and not to exceed 200,000 pounds. System configurations with increments greater than 20-pound increments will not be accepted. The scale must meet NTEP Legal for Trade regulatory requirements.

## **2 EXISTING SCALE FOUNDATION**

- 2.1 See existing conceptual drawings and field measure at pre-bid onsite conference to ensure all height, width, and lengths with tolerances have been considered for existing scale wells. Manufacturer shall be responsible for all measurements including tolerances.
- 2.2 As-builts are available on request.
- 2.3 Contractor shall field verify all measurements.

## **3 SCALE SPECIFICATIONS**

- 3.1 Each scale shall have five prefabricated scale modules each with a nominal surface dimension to be equal to existing as verified by the Contractor. A single point link connection shall be required between the scale bridge and load cell.

- 3.2 All welding shall be completed in accordance with the American Welding Society (AWS) 01.1 Structural Welding Code.
- 3.3 All welding shall be performed by welding operators who have been certified to the AWS 01.1 Structural Welding Code.
- 3.4 The platform shall be designed to allow access to load cell cables, base plates, and all foundation anchor bolts from the top of the scale platform. See attached conceptual drawings.
- 3.5 There shall be no field welding required for the installation of the scale without Lewis County approval. Weigh bridges shall have a no bolt connection. Each scale shall have bolt on removable rub-rails attached to scale deck.

#### **4 SCALE FINISH**

- 4.1 The weighbridge shall be shot blasted to a minimum SSPC-SP6 specification prior to painting.
- 4.2 All exterior surfaces of the scale shall have a two component, high build epoxy finish, for increased corrosion resistance and UV protection, providing total Dry Film Thickness of 5-7 mils; Amerlock 400 (Amerlock 2) or equivalent.
- 4.3 Scale Pit T-belting closers shall be included and installed on each end of each platform.

#### **5 LOAD CELL SPECIFICATIONS**

- 5.1 Each load cell shall have a minimum capacity of 75 K (with 150% ultimate overload rating).
- 5.2 The load cell shall be of stainless steel with a minimum of 60 feet of neoprene cable only. Each load cell shall carry a NEMA 6P /IP67 rating.
- 5.3 The load cell interface cable shall be stainless steel braided and conduit protected for environmental and rodent protection. Neoprene covered load cell cable shall not be permitted from J-box to the scale house indicators.

#### **6 SCALE INSTRUMENT SPECIFICATIONS**

- 6.1 The UL listed scale indicators for each scale deck shall be mounted inside the scale house in existing locations. New components shall be compatible to existing Computer Network Operating System.

#### **7 JUNCTION BOXES AND CABLES**

- 7.1 No junction boxes will be allowed in the pits or in the scale house. Junction box must be a weather tight and water proof enclosure with easy access for scale maintenance outside the scale house.
- 7.2 Load cell cables and scale instrument cables shall be conduit protected for environmental and rodent protection.
- 7.3 Outbound scale will need to be core drilled large enough to accommodate a two-inch conduit and must connect to existing two-inch conduit coming from the inside of scale house.

- 7.4 Load cell cable shall be run through side of the scale pit through conduit in place and immediately mounted inside a weather tight waterproof J-Box above ground at 4-foot height.
- 7.5 Seven-foot-tall 6-inch diameter concrete filled bollards will be placed four feet away on both sides of the J-box with three feet bury and two feet of concrete encasement to prevent vehicle damage.
- 7.6 Scale wires from J-Box to the inside of the scale house shall be stainless steel sheathed to prevent rodent damage.

## **8 LIGHTNING PROTECTION SPECIFICATIONS**

- 8.1 Contractor shall provide transient lightning protection for load cells, summing boards, indicators and reader boards.

## **9 WARRANTY REQUIREMENTS**

- 9.1 The scale manufacturer shall warrant the scale assembly including all load cells, platform structure, electronics, scale instruments and associated cables from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages.
- 9.2 The guarantee will warrant the product for a period of 5 years from date of installation to the Buyer. Bidder shall promptly correct any such defect appearing within the warranty period.
- 9.3 The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location, or at the manufacturer's sole discretion, replacement of the product under warranty. The full cost of warranty as specified herein shall be supported solely by the manufacturer and not in part by any other 3rd party or service provider.
  - 9.3.1 Under the warranty the manufacturer or bidder shall provide service technicians to travel to the scale site to check scales for wear and tear of scales, platforms and equipment. Any adjustments to scale design because of defects shall be corrected during this time. The manufacturer shall provide this service in the following three time frames: 30 days after installation, 6 months after installation, and 60 months after installation.
  - 9.3.2 The load cells and indicators, shall have a minimum 5-year warranty against defects in materials and workmanship and failure from lightning or surge voltages. The warranty shall cover all costs associated with replacement parts, travel, mileage, on-site labor and recalibration after repair.

## **10 CONSTRUCTION REQUIREMENTS**

- 10.1 The Washington State Department of Transportations "Standard Specifications for Road, Bridge, and Municipal Construction 2016" shall govern the Contract and Construction work performed for this Contract.
- 10.2 A PDF copy of the "Standard Specifications for Road, Bridge, and Municipal Construction 2016" may be viewed at <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>.
- 10.3 As per Section 1-02.7 Bid Deposit, of the Standard Specifications: A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety Bond). See Standard Specifications, Division 1 requirements for information pertaining to municipal contracts.
- 10.4 As per Section 1-07.2 State Taxes, of the Standard Specifications:

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to collect State sales tax from the Contracting Agency. The provisions of Section 1-07.2(2) apply.

- 10.5 As per Section 1-07.9 Wages, of the Standard Specifications:  
This Contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 49.28 (as amended or supplemented). The Contractor shall pay State prevailing Wages.
- 10.6 As per Section 1-09.9(1) Retainage, of the Standard Specifications:  
Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the Contracting Agency; or
2. Deposited by the Contracting Agency in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the Contracting Agency and are not to be allowed to be withdrawn without the Contracting Agency's written authorization. The Contracting Agency will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At the time the Contract is executed the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The Contracting Agency may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made 60 days following the Completion Date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On Contracts totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (in accordance with Section 1-07.10) shows the Contractor is current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3, and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Contracting Agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

## **11 CONTRACT REQUIREMENTS**

- 11.1 The Manufacturer or Contractor shall prepare their proposal documents as outlined in section 1-03 of the Standard Specifications. A copy of this Section is listed below.

### **1-03 Award and Execution of Contract**

### **1-03.1 Consideration of Bids**

After opening and reading Proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the Contracting Agency for Award purposes and to fix the amount of the Contract Bond.

The right is reserved by the Contracting Agency to waive informalities in the bidding, accept a Proposal of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way if the best interest of the Contracting Agency is served.

A Bidder who wishes to claim error after the Bids have been publicly opened and read as required by [RCW 47.28.090](#) shall promptly notify the Contracting Agency that an error occurred. The Bidder shall submit a notarized affidavit or declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

The affidavit or declaration shall be submitted no later than 5:00 p.m. on the first business day after Bid opening or the claim will not be considered. The Contracting Agency will review the affidavit or declaration and the certified work sheets to determine the validity of the claimed error and if the error is of the kind for which the law allows relief from forfeiture of the Bid deposit. If the Contracting Agency concurs in the claim of error and determines that the error is of the kind which allows relief from forfeiture, the Bidder will be relieved of responsibility and the Bid deposit of the Bidder will be returned. If the Contracting Agency does not concur in the error or determines that the error is not the kind for which the law allows relief, the Contracting Agency may Award the Contract and if the Bidder refuses to execute the Contract, the Bidder's Bid deposit shall be forfeited as required by [RCW 47.28.100](#).

#### **1-03.1(1) Identical Bid Totals**

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this Section. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

#### **1-03.2 Award of Contract**

Normally, Contract Award or Bid rejection will occur within 45 calendar days after Bid opening. If the lowest responsible Bidder and the Contracting Agency agree, this deadline may be extended. If they cannot agree on an extension by the 45 calendar day deadline, the Contracting Agency reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids. The Contracting Agency will notify the successful Bidder of the Contract Award in writing.

#### **1-03.3 Execution of Contract**

Within 20 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by [Section 1-07.18](#), and a satisfactory bond as required by law and [Section 1-03.4](#). Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide any pre-Award information the Contracting Agency may require under [Section 1-02.15](#).

Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting Agency nor shall any Work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the Contracting Agency.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within 20 calendar days after the Award date, the Contracting Agency may grant up to a maximum of 20 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

#### **1-03.4 Contract Bond**

The successful Bidder shall provide an executed Contract Bond for the full Contract amount. This Contract Bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved Surety (or Sureties) that:

- a. Is registered with the Washington State Insurance Commissioner; and
- b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time; and
- 4. Guarantee that the Surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
  - b. Of the Contractor (or the Subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.

The Contracting Agency may require Sureties or Surety companies on the Contract Bond to appear and qualify themselves. Whenever the Contracting Agency deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

#### **1-03.5 Failure to Execute Contract**

Failure to return the insurance certification and bond with the signed Contract as required in [Section 1-03.3](#), or failure to provide Disadvantaged, Minority or Women's Business Enterprise information if required in the Contract, or failure or refusal to sign the Contract shall result in forfeiture of the proposal bond or deposit of this Bidder. If this should occur, the Contracting Agency may then Award the Contract to the second lowest responsible Bidder or reject all remaining Bids. If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Proposals are rejected.

#### **1-03.6 Return of Bid Deposit**

When Proposals have been examined and corrected as necessary, proposal bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other proposal bonds and deposits will be held until the Contract has been properly executed. When the Contract has been properly executed, all remaining deposits or bonds, except those subject to forfeiture, will be returned.

#### **1-03.7 Judicial Review**

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of Lewis County, Washington.

### **1-07.18 Public Liability and Property Damage Insurance**

Delete this section in its entirety, and replace it with the following:

#### **1-07.18 Insurance** *(January 4, 2016 APWA GSP)*

##### **1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date



or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that

section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

#### **1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

#### **1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

#### **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

**1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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**1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

**11.2 Proposal documents are attached in Appendix B. Contract and Contract Bond forms are attached in Appendix C.**

**11.3 Contract completion date to be agreed upon by successful Bidder and Contracting Agency**



# **APPENDIX B**

## **BID PROPOSAL DOCUMENTS**

### **INCLUDING:**

**Notice to Contractor**

**Proposal Form (no alterations or conditions shall be allowed)**

**Non-Collusion Declaration**

**Proposal Signature Page**





## Lewis County Department of Public Works

### PRE-BID CONFERENCE

#### Date and Time of Pre-Bid Conference

Public Works or Solid Waste Representatives will hold an on-site Pre-Bid conference April 20, 2017 (9:00am) to allow prospective bidders to take measurements and gather information necessary to bid the contract. Location - Solid Waste, 1411 South Tower Avenue, Centralia, Washington; Solid Waste Transfer Station Scale Project. **Any bidder not attending a pre-bid conference shall be considered Non-Responsible and the Proposal shall be rejected. Any Manufacturer or Representative that attends the April 20, 2017 Pre-Bid meeting will have satisfied this requirement.**

### NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on **Tuesday, May 2, 2017**, at the Lewis County Courthouse, Chehalis, Washington, for the Solid Waste Transfer Station Scale Project.

#### **SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, May 2, 2017**

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. **Bids submitted after 11:00 AM will not be considered for this project.**)

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope clearly marked: **"SEALED BID FOR THE SOLID WASTE TRANSFER STATION SCALE PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON May 2, 2017."**

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works Department.

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ [www.lewiscountywa.gov/](http://www.lewiscountywa.gov/).

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.





## Proposal

TO: BOARD OF COUNTY COMMISSIONERS  
 LEWIS COUNTY  
 CHEHALIS, WASHINGTON 98532

This certifies that the undersigned has examined the Solid Waste Transfer Station Scale Project and location, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown: All entries must be typed or entered in ink.

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	Purchase and Installation of two low profile steel deck platform scales (5 sections each), indicators, and other work as described in the Provisions. Includes disposal of platforms.	Lump Sum	\$
			<b>SUB-TOTAL</b>	\$
			Sales Tax @ 8.0%	\$
			<b>Bid Total</b>	\$



## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bid collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H  
Revised 10/94

**PROPOSAL - SIGNATURE PAGE**

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

**CASH**  **IN THE AMOUNT OF** \_\_\_\_\_

**CASHIER'S CHECK**  \_\_\_\_\_ **DOLLARS**

**CERTIFIED CHECK**  (**\$**\_\_\_\_\_) **PAYABLE TO THE LEWIS COUNTY TREASURER**

**PROPOSAL BOND**  **IN THE AMOUNT OF 5% OF THE BID**

\*\* Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL(S)

***Proposal Must be Signed***

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Aggregate Source I.D. No.

\_\_\_\_\_

State of Washington Contractor's License No.

\_\_\_\_\_

Unified Business Identifier (U.B.I.) No.

\_\_\_\_\_

Telephone No.

\_\_\_\_\_

Federal ID No.

\_\_\_\_\_

**Note:**

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Lewis County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.

\* Attach Power of Attorney

# **APPENDIX C**

## **CONTRACT DOCUMENTS**

### **INCLUDING:**

**Contract Form**

**Contract Bond**



**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_ day of \_\_\_\_\_, 2017, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and \_\_\_\_\_ of \_\_\_\_\_

for \_\_\_sel\_\_\_, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

**WITNESSETH:**

That in consideration of the payments, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

**DESCRIPTION OF WORK:**

1. The Contractor shall do all work and furnish all material necessary for the purchase and installation of two low profile steel deck platform five section scales, indicators, and other work all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

3. The Contractor for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

**Contract - 1**

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

This contract, pursuant to RCW 49.28.040 to RCW 49.28.060, may be canceled by the officers or agents of the Owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington.

6. DOCUMENTS COMPRISING CONTRACT

All documents hereto attached, including but not being limited to the advertisement for bids, information for bidders, bid proposal form, general conditions (if any), special conditions (if any), complete specifications and the complete plans, are hereby made a part of this contract.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Contractor

Performance of foregoing contract assured in accordance with the terms of the accompanying bond.

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: \_\_\_\_\_

Civil Deputy

APPROVED:

\_\_\_\_\_

County Engineer



**CONTRACT BOND FOR  
LEWIS COUNTY, WASHINGTON**

**Bond No.** \_\_\_\_\_

WE, \_\_\_\_\_ d/b/a \_\_\_\_\_  
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and \_\_\_\_\_ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. RESWTS, between Principal and County, which total is *initially* \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for the Solid Waste Transfer Station Scale Project, and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. RESWTS, between the below-named Contractor and County for the Solid Waste Transfer Station Scale Project, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

**THE CONDITION OF THIS OBLIGATION** is such that if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:**

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety is subject to the provisions contained in Section 1-03.4, "Contract Bond," of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, and the General Special Provision 1-03.4, Contract Bond, dated June 27, 2011. And such provisions are incorporated by reference. A copy may be viewed at WSDOT's website [www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/](http://www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/).
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
  - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
  - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
  - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
  - (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

**SURETY'S QUALIFICATIONS:** Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

**INSTRUCTIONS FOR SIGNATURES:** This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

**FOR THE SURETY:**

**FOR THE PRINCIPAL:**

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

By: \_\_\_\_\_  
(Signature of authorized signer for Contractor)

\_\_\_\_\_  
(Type or print name of Attorney-in-Fact)

\_\_\_\_\_  
(Type or print name of signer for Contractor)

\_\_\_\_\_  
(Type or print telephone number for Attorney-in-Fact)

\_\_\_\_\_  
(Type or print title of signer for Contractor)

STATE OF \_\_\_\_\_ )  
 ) ss: **ACKNOWLEDGMENT FOR CONTRACTOR**  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, the person described in and who executed the foregoing bond, and acknowledged to me that \_\_\_\_\_ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_ **SEAL →**

STATE OF \_\_\_\_\_ )  
 ) ss: **ACKNOWLEDGMENT FOR SURETY**  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_ **SEAL**

## **APPENDIX D**

AS-BUILT DRAWING



