

Notice

Prevailing Wage Requirement

This project has been determined to be “Public Works” as defined by RCW 39.04 and WAC 296-127 and is subject to Washington State Prevailing Wage Laws. Current Prevailing Wage Rates may be found at: .
<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
These rates may not apply to work performed outside Lewis County.

In addition, successful Contractor may be required to produce Certified Payroll Records upon request.

PERFORMANCE BOND

**PERFORMANCE BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

WE, Diamond Polishing Systems, Inc (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 Oblige, 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. _____ 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 _____ 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. _____ between the below-named Contractor and County for _____, 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 performs 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 shall indemnify, defend and protect County 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, material person, or any other person who provides supplies or provisions for carrying out the work.
- (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:

By Dalhart
(Signature of Attorney-in-Fact)
President
(Type or print name of Attorney-in-Fact)
253 710 0508
(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF Washington
COUNTY OF Pierce

ACKNOWLEDGMENT FOR CONTRACTOR

On this 5 day of June, 2023, before me a notary public in and for the State of WA, duly commissioned and sworn, personally appeared Dalhart, the person described in and who executed the foregoing bond, and acknowledged to me that Dalhart 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 Dalhart 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]
(Signature of Notary Public)
Notary Public in and for the State of WA
My commission expires 06/07/2025

Brenda Woodring
(Print or type name of Notary Public)
residing at Puyallup **SEAL →**



STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT FOR SURETY

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)
Notary Public in and for the State of _____
My commission expires _____

(Print or type name of Notary Public)
residing at _____

SEAL →

**CERTIFICATE
OF
INSURANCE**

EXHIBIT 1 -- INSURANCE COVERAGE REQUIREMENTS

✓ INDICATES WHAT TYPE OF INSURANCE IS REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>	
		Each Occurrence	Aggregate
GENERAL LIABILITY			
✓ Comprehensive Form	Bodily Injury	\$1,000,000	\$1,000,000
✓ Premises - Operations	Property Damage	\$1,000,000	\$1,000,000
Explosion & Collapse Hazard			
Underground Hazard			
<u>OR</u>			
✓ Products/Completed Operations Hazard			
✓ Contractual Insurance	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000	\$1,000,000
✓ Broad Form Property Damage, Incl. Care, Custody Control			
✓ Independent Contractors			
✓ Personal Injury	Personal Injury	\$1,000,000	\$1,000,000
AUTOMOBILE LIABILITY			
✓ Comprehensive Form	Bodily Injury (Each Person)	\$500,000	
✓ Owned	Bodily Injury (Each Accident)	\$500,000	
✓ Hired	Property Damage OR	\$500,000	
✓ Non-Owned	Bodily Injury & Property Damage Combined Single Limit	\$500,000	
EXCESS LIABILITY (Over and above automobile and general liability)			
Umbrella Form	Bodily Injury/Property Damage Combined	\$1,000,000	\$1,000,000
		OR	
✓ Excess Liability Gap Layer		\$500,000	\$500,000
✓ WORKER'S COMPENSATION and		Statutory	
✓ EMPLOYER LIABILITY		\$1,000,000	
OTHER			
Builder's All Risk	Amount of Contract Price	\$ _____	
Errors & Omissions (Professional Liability)		\$500,000	

Please indicate: Claims-Made Form: _____, Occurrence Form: _____,
Extending Reporting Provisions Avail. _____

The Contractor's insurance company must provide a certificate of insurance on the Lewis County form showing the above required coverage and modified to conform to the following endorsement. The following endorsement must also be signed by the insurer.



Date: May 22, 2023
PO #31-2102

Call 24 hours prior to delivery

Lewis County Facilities 571 N Prindle St, Chehalis, WA 98532 Phone 360-740-1192 Fax 360-740-2720
facilities.invoice@lewiscountywa.gov; doug.carey@lewiscountywa.gov