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Bid documents for:

**Monument Sign  
Replacements  
Job No. 30-21-CMO**



City of Kirkland  
City Manager's Office  
123 Fifth Avenue  
Kirkland, Washington 98033



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# CITY OF KIRKLAND INVITATION FOR BID

## **Information for Bidders:**

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, by 2:00 PM local time on September 30, 2021 for the project hereinafter referred to as:

## **Project Name: MONUMENT SIGN REPLACEMENTS Invitation for Bid #30-21-CMO**

The City of Kirkland is seeking bids for the fabrication and installation of up to 15 monument signs that will replace the current wooden signs at specific locations throughout the city. The replacement signs will mimic the current signs and will be mounted on preexisting cement bases or metal railing.

**Bid Due:** September 30, 2021 by 2:00 PM Pacific Time. At said time all bids will be opened and publicly read aloud. The City of Kirkland –Purchasing Division must receive bids no later than specified time and date. Bids received after such time will be returned unopened. Responses may be mailed or hand delivered. Bids sent via email will not be accepted. Bids are to be valid for 90 days after due date. The City reserves the right to request further extensions if necessary.

**The City will not sell bid packages.** Bid documents and addenda may be viewed and obtained online on the City of Kirkland's website at [www.kirklandwa.gov](http://www.kirklandwa.gov). Locate by clicking on "Business" at the top of the webpage and then "Doing Business with the City". Call 425-587-3123 if unable to access IFB documents online.

**Selection and Award:** This purchase shall be awarded to the bidder who provides the lowest responsible priced bid for the option the City chooses and in conformance with the specification criteria that in the opinion of the City are met. The bid will include a base bid, and two bid alternatives the City may or may not choose to procure.

The City of Kirkland reserves the right to reject any and all bid/bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Kirkland and the respondents to this solicitation have no appeal rights or procedures guaranteed to them. The City of Kirkland reserves the right to conduct any necessary interviews for clarification purposes before final award.

Each Bidder is required to file with its bid based on the due date listed below. Before a contract will be awarded to the lowest, responsive, responsible Bidder for the option the City chooses, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder(s) to perform the size and type of Work specified under this contract. Upon request, the Bidder shall submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

For questions regarding the bid, please feel free to contact Jay Gewin ([jgewin@kirklandwa.gov](mailto:jgewin@kirklandwa.gov)).

Submit your bid on the Bid Price Sheet and other forms which are enclosed or make a copy of the required forms and submit these documents.

No bids may be withdrawn within sixty (60) days after the actual date of the bid opening.

Jay Gewin  
Purchasing Agent  
City of Kirkland

Published: Daily Journal of Commerce – September 8, 2021, September 15, 2021

## **Specifications:**

**OVERVIEW AND PURPOSE:** The City of Kirkland is seeking bids for the fabrication and installation of up to 15 monument signs that will replace the current wooden signs at specific locations throughout the city. The replacement signs will use a design style supplied by the City and mounted on preexisting cement bases or metal railing.

**CONTRACT TERM AND PRICE CONDITIONS:** The initial term will cover the purchase of the equipment and installation listed in the Invitation for Bid (“IFB”). Pricing shall be firm and fixed for the term of the initial contract.

**SCOPE OF WORK:** As requested by the City of Kirkland City Manager’s Office, this IFB has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

EACH BID shall constitute an offer to the City of Kirkland as outlined herein. Bid prices will include all costs associated with the performance of the contract such as sales tax, permits, fabrication, insurance, shipping, handling, freight charges, installation, training, etc.

**F.O.B. DESTINATION DELIVERY:** Quoted price is to include delivery to designated locations. Shipping will be FOB destination and include delivery. The City does not accept C.O.D. or collect shipments.

**ALTERNATIVE PRODUCTS:** The preferred materials for fabrication for the replacement signs is high density urethane. The City of Kirkland will consider pricing for alternative materials of similar quality as high-density urethane that meet the requirements listed in the specifications.

**SPECIFICATIONS:** The City of Kirkland reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance. Such determination can and will be a basis for evaluating, recommending and making award. The City will, at its discretion, assess the total number of signs proposed in the bid, any warranty offered, and/or utilize maintenance and life-cycle costing as the evaluation method and basis for award. The low bid for the option of the City’s choosing most closely meeting specifications is usually the bid given the award, although total number of signs and delivery time is sometimes a necessary factor. The bidder may provide pricing for as many signs as they would like and are not required to provide a price for all signs. Should the pricing sheet not be submitted with a bid, this is considered non-responsive and therefore will not be considered. Please read and respond to specification requirements carefully.

**PLANNED PURCHASES:** The City plans to procure up to 15 monument signs of the material and design of its choosing. **It is anticipated that other public agencies may wish to utilize this contract as allowed by RCW 39.34.**

## TENTATIVE SCHEDULE OF EVENTS:

- IFB issued September 8<sup>th</sup>, 2021
- Questions/Alternate Products due September 23<sup>rd</sup>, 2021 by 12:00 PM PDT
- Answers Issued September 27<sup>th</sup>, 2021 by 5:00 PM PDT
- Bids due September 30<sup>th</sup>, 2021 at 2:00 PM PDT
- Anticipated Award October 19<sup>th</sup>, 2021

**QUESTIONS REGARDING THIS IFB:** ALL questions or alternates must be submitted via e-mail. Any questions and answers along with the determination of substitutions will be posted as a bid addendum on the City of Kirkland website. In order to make information available to all proposing suppliers, no questions will be entertained after 12:00 pm on September 23, 2021.

Questions regarding the scope of work or evaluation process must be submitted in writing or e-mail and should be addressed to David Wolbrecht, Senior Neighborhood Services Coordinator in the City Manager's Office at [dwolbrecht@kirklandwa.gov](mailto:dwolbrecht@kirklandwa.gov) . Questions regarding the bidding process and specifications must be submitted to Jay Gewin, Purchasing Agent at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) .

**DISTRIBUTION OF BID DOCUMENT AND ADDENDA:** This IFB can be downloaded directly from the City of Kirkland's website at [www.kirklandwa.gov](http://www.kirklandwa.gov) (Click on "Doing Business with the City" under "Business".) Those who wish to automatically receive any addenda or a notice of cancellation should provide e-mail information on the City's bid page at: <https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/Purchasing-Services/Doing-Business-with-the-City> .

Those who choose not to submit contact information will be solely responsible for monitoring the City's website for any addenda or a notice of cancellation.

**BID PREPARATION:** Firms submitting bids shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

**SUBMISSION OF BID PROPOSALS:** All bid proposals must be received no later than **2:00 PM Pacific Time on September 30, 2021**. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to:

**City of Kirkland  
Attn: Jay Gewin, Purchasing Agent  
IFB No. 30-21-CMO  
123 5th Ave  
Kirkland, WA 98033**

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 2:00 PM on September 30, 2021**. Proposals received after the deadline will not be considered for award of contract.

**EVALUATION PROCESS:** This is an Invitation for Bids for specific items and our intent is to award the contract to the responsible supplier that submits the lowest responsive bid for the option the City chooses to purchase. This bid consists of a base bid and two bid alternatives, each of which the City may or may not choose to procure.

**CONTRACT:** The contract shall consist of the following documents: The Invitation for Bids (IFB), the accepted bid, any purchase orders issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**COMPLIANCE WITH LAWS:** The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**GENERAL BID INFORMATION:** Submission of the proposal will signify the firm's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful firm.

**COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the firm agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

**PUBLIC DISCLOSURE:** Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington's Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or proprietary and therefore exempt from disclosure under the PRA until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure.

**NONCOLLUSION:** The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Invitation for Bids. Supplier is to complete the attached Non-collusion affidavit and submit it with the proposal.

**PAYMENT TERMS:** Net 45 days after delivery, acceptance and receipt of invoice. Acceptance includes inspection and approval by City of Kirkland's City Manager's Office and Public Works Department.

**FREIGHT TERMS:** Quoted price is to include delivery to designated locations where installation will occur. Shipping will be FOB destination and include delivery.

**NON-DISCRIMINATION:** The City of Kirkland requires that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, including in consideration for an award pursuant to this advertisement, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract must comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.



**GENERAL SPECIFICATIONS  
MONUMENT SIGN REPLACEMENTS**

**Kirkland City Manager's Office**

**SCOPE**

**The City of Kirkland is seeking bids for the fabrication and installation of up to 15 monument signs that will replace the current wooden signs at specific locations throughout the city and mounted on cement bases or metal railing.**

**TEXT AND DESIGN**

The replacement signs are intended to mimic the current signs. Examples of each sign are provided in Attachment A. The selected vendor can use a design style supplied by the City or can design the signs in such a way that they closely resemble the current design. The signs consist of the City logo, text, colored bars, and a 1.5" border, all of which are raised above the recessed background. The selected vendor will need to provide to the City electronic design proofs of the signs for City approval prior to fabrication.

Comply                       Exception

**PAINT**

The City logo and the text on the sign will be painted using a metallic gold color. Two underlines beneath the sign text will be painted with blue and green ink. The remainder of the sign will be painted on all visible surfaces in a dark brown color to resemble wood.

Comply                       Exception

**MATERIAL**

The preferred material for the replacement signs is high-density urethane. You may provide prices for alternative material(s) with similar properties/qualities as high-density urethane. If you are submitting prices for an alternative material, please check "exception" below.

Comply                       Exception

**SIGN BACKGROUND PATTERN**

The recessed interior portions of the sign that are not text, colored bars, or logo are to be fabricated to resemble a faux wood grain appearance. The 1.5" sign border does not receive this treatment. Bidders will need to provide examples with their bid document that demonstrate the faux wood grain appearance.

Comply                       Exception

## **SIZE**

Most signs vary in size, with widths ranging from 84" to 180", heights ranging from 24.5" to 36.5", and thicknesses ranging from 2.75" to 5.5". Dimensions for each sign are detailed below in the bid schedule and are included in Attachment A.

\_\_\_\_\_Comply                      \_\_\_\_\_Exception

## **INSTALLATION**

Bidder to provide installation of all signs. Most signs to be installed onto existing, unique cement bases. The City does not have any relevant schematics of the bases, and the selected bidder will need to account for variability with the sign base fixtures. One sign will be installed onto a unique cement base that will be installed by a third-party contractor in coordination with the selected bidder. One sign will be mounted onto metal railing.

All employees of Contractor and Subcontractor shall be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Washington State Department of Labor and Industries.

\_\_\_\_\_Comply                      \_\_\_\_\_Exception

## **PERMITS**

The awarded bidder will be responsible for obtaining all relevant permits.

## **EXCEPTIONS TO SPECIFICATIONS**

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

**\* PRICE PROPOSAL FORM \***  
**JOB NUMBER 30-21-CMO**  
**MONUMENT SIGN REPLACEMENTS**  
**INVITATION FOR BIDS**

**Bidder Name** \_\_\_\_\_

**Bidder shall submit one original sealed bid.** If Bidder wishes to submit alternate bids, copy the appropriate bid pages and submit alternate bids.

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in unit price).

<b>Base Bid Schedule</b>					
<b>Sign #</b>	<b>Sign Text</b>	<b>Size (width x height x thickness)</b>	<b>Mount Type</b>	<b>Location</b>	<b>Unit Price</b>
1	Downtown Kirkland	180" x 36.5" x 5.5"	Cement	Westbound NE 85th St west of 114th Ave NE	
2	Kirkland's Lakeview Neighborhood	84" x 28" x 5"	Cement**	Northbound Lake Washington Blvd. and Lakeview Drive (in triangle)	
3	Kirkland's South Rose Hill Neighborhood	84" x 28" x 5"	Metal railing***	Westbound NE 70th Pl at 116th Ave NE (ne corner)	
4	Kirkland	144" x 36.5" x 5.5"	Cement	Northbound Lake Wa. Blvd at Cochran Creek north of Northup Way	
5	Kirkland's Market Neighborhood	84.25" x 28.5" x 5.25"	Cement	Southbound Market Street at 13th Avenue W (in triangle)	
6	Kirkland's North Rose Hill Neighborhood	107.5" x 28.5" x 5.25"	Cement	Northbound 124th Avenue north of NE 85th Street (at Kirkland Honda)	
<b>TOTAL FOR SIGNS #1-6</b>					\$
<b>WA. SALES TAX – 10.2%</b>					\$
<b>TOTAL BASE BID</b>					\$
<b>BID ALTERNATE 1</b>					
7	Kirkland's Central Houghton Neighborhood	84" x 28" x 5"	Cement	Northbound 108th Avenue NE south of NE 68th Street (just south of Fire Station 22 entrance)	
8	Kirkland	114" x 24.5" x 5.5"	Cement	Northbound 108th Ave NE north of NE 41st Drive	

9	Kirkland's Norkirk Neighborhood	83.5" x 28.5" x 5.5"	Cement	Northbound 3rd Street at 10th Ave (in triangle)	
				<b>TOTAL FOR SIGNS #7-9</b>	\$
				<b>WA. SALES TAX – 10.2%</b>	\$
				<b>BID ALTERNATE 1 TOTAL</b>	\$
<b>BID ALTERNATE 2</b>					
10	Kirkland	84" x 28" x 4.75"	Cement	Southbound 100th Ave NE at NE 129th Dr	
11	Kirkland's Norkirk Neighborhood	83.5" x 24" x 5.25"	Cement	Northbound 6th Street and 7th Ave. (nw corner)	
12	Kirkland's Juanita Neighborhood	84" x 28.5" x 5"	Cement	Westbound NE 116th Street at approximately 11500 block	
				<b>TOTAL FOR SIGNS #10-12</b>	\$
				<b>WA. SALES TAX – 10.2%</b>	\$
				<b>BID ALTERNATE 2 TOTAL</b>	\$
<b>BID ALTERNATE 3</b>					
13	Kirkland's Bridle Trails Neighborhood	84" x 27.75" x 5"	Cement	Eastbound NE 70th Pl at the Houghton Park & Ride entrance	
14	Kirkland's Totem Lake Neighborhood	84" x 28" x 5" *	Cement	Northwest corner of NE 124th St and 124th Ave NE (in triangle)	
15	Kirkland's Juanita Neighborhood	126.5" x 28.5" x 2.75"	Cement	Westbound NE 124th St at 108th Ct NE	
				<b>TOTAL FOR SIGNS #13-15</b>	\$
				<b>WA. SALES TAX – 10.2%</b>	\$
				<b>BID ALTERNATE 3 TOTAL</b>	\$
<b>TOTAL FOR BASE BID, BID ALTERNATE 1, BID ALTERNATE 2, AND BID ALTERNATE 3</b>					\$

\* These dimensions are approximate as this sign is currently within an active construction zone. The City will liaise between that contractor and the awarded bidder so the awarded bidder can access the sign for measurements, removal, and installation.

\*\* This base does not currently exist and will be installed by a third-party contractor. The City will liaise between that contractor and the awarded bidder so both parties can coordinate installation.

\*\*\* The railing has no existing fixtures. Awarded bidder will need to determine and implement, with the City's approval and necessary permits, the best way to mount this sign to the railing.

SPECIFICATION COMPLIANCE

The bidder certifies below that its bid complies in all respects with the attached specification documents, including the minimum specifications (CHECK YES OR NO BELOW).

YES       NO

If NO, list below, in detail, any and all deviations.

LIST DEVIATIONS:

**Receipt of Addenda No(s). \_\_\_\_\_ is hereby acknowledged.**

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Location or Place Executed: (City, State)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and title of person signing

\_\_\_\_\_  
Date

**Vendor's Address:**

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_

\_\_\_\_\_  
Fax Number

\_\_\_\_\_

\_\_\_\_\_  
Email

**CITY OF KIRKLAND  
NONCOLLUSION AFFIDAVIT  
MONUMENT SIGN REPLACEMENTS  
IFB NO. 30-21-CMO**

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF KING      )

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated 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.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

Sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 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., ET. Anyone with knowledge of possible bid rigging, bidder 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.



**CITY OF KIRKLAND  
PUBLIC WORKS AGREEMENT**

Version:063020

Monument Sign Replacements

JOB NO. 30-21-CMO

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CONTRACTOR NAME**, hereinafter called the "Contractor" and the City of Kirkland, hereinafter called the "City."  
WITNESSETH:

Whereas, pursuant to the invitation of the City extended through an officially published "Invitation to Bid," the Contractor did, in accordance therewith, file with the City a proposal containing an offer which was invited by said notice, and

Whereas, the City has heretofore determined that said offer was the lowest responsible bid submitted; now, therefore, it is agreed:

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "Monument Sign Replacements, Job No. 30-21-CMO"

The further terms, conditions and covenants of the contract are set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Invitation to Bid, as published by the City.
- B. Specifications prepared for this project by the City and named above by title.
- C. Detailed Plans listed and described in said Specifications, together with those which may be issued as supplements thereof.
- D. The bid proposals submitted by the Contractor as to those items and/or alternatives accepted by the City.
- E. Any written change orders, additions or deletions, if any, issued by the City, pursuant to this agreement.
- F. Indemnification and insurance provisions included in the project documents shall apply to this agreement.

Section 2. In consideration of faithful compliance with the terms and conditions of this agreement, whether set forth herein or incorporated by reference, the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

In witness whereof, said Contractor and said City have caused this agreement to be executed on the day and year first written above.

\_\_\_\_\_  
CONTRACTOR (Firm Name)

\_\_\_\_\_  
Signature of authorized officer

\_\_\_\_\_  
Name and title of officer (print or type)

WA Contractor's Registration Number

Industrial Insurance Account Number

Uniform Business Identification (UBI) Number

Phone Number

(For corporations, LLC's and other legal entities)

STATE OF WASHINGTON )  
 ) SS )  
COUNTY OF KING )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing \_\_\_\_\_  
Commission expires: \_\_\_\_\_

(For individuals and d/b/a's)

STATE OF WASHINGTON )  
 ) SS )  
COUNTY OF KING )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing \_\_\_\_\_  
Commission expires: \_\_\_\_\_

CITY OF KIRKLAND

BY: \_\_\_\_\_  
Tracey Dunlap, Deputy City Manager





**PERFORMANCE BOND**

**Surety to have an A.M. Best rating of A:-VII or better.**

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

KNOW ALL PERSONS BY THESE PRESENTS, that **CONTRACTOR NAME**, as Principal, and \_\_\_\_\_, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **Monument Sign Replacements, Job #30-21-CMO**, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and
2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



**LABOR, MATERIAL AND TAXES PAYMENT BOND**

**Surety to have an A.M. Best rating of A:-VII or better.**

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

KNOW ALL PERSONS BY THESE PRESENTS, that, **CONTRACTOR NAME**, as Principal, and \_\_\_\_\_, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_ (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)**, lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **Monument Sign Replacements, Job #30-21-CMO**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

3. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit or action.

(Form continues on next page)

4. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this _____ day of _____, 2____	
Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Telephone: ( ) _____	Telephone: ( ) _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

**END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM**

**CITY OF KIRKLAND  
CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

MONUMENT SIGN REPLACEMENTS  
JOB NO. 30-21-CMO

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

Select  
One

- (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
  
- (2) Retainage Bond
  
- (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

*The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which 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.*

- (4) Deposited by the City in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of Kirkland. Interest on such account shall be paid to the contractor. Any fees incurred shall be the responsibility of the contractor.

CONTRACTOR:

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RETAINAGE BOND**  
**RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED**

Contract Title	_____
Contract Number	_____
Contractor Name	_____

The Undersigned, \_\_\_\_\_, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto \_\_\_\_\_, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), Which is 5% of the principal's price on Contract ID \_\_\_\_\_.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number \_\_\_\_\_.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of \_\_\_% from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of \_\_\_\_\_ percent (\_\_\_%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the Obligee. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the surety under this bond shall not exceed 5% or 50% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**SURETY**

**PRINICIPAL**

By: \_\_\_\_\_  
 Name/Title

By: \_\_\_\_\_  
 Name/Title

OF: \_\_\_\_\_

OF: \_\_\_\_\_

Surety Name and Local Office of Agent: \_\_\_\_\_

Surety Address and Phone of Local Office and Agent: \_\_\_\_\_

\_\_\_\_\_

**CITY OF KIRKLAND**  
**RETAINED PERCENTAGE ESCROW AGREEMENT**  
MONUMENT SIGN REPLACEMENTS  
JOB NO. 30-21-CMO

Escrow No. \_\_\_\_\_

City of Kirkland  
123 Fifth Avenue  
Kirkland, Washington 98033

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TO: Escrow Bank or Trust Company:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the Contractor, has directed the City of Kirkland to deliver to you its warrants, which shall be payable to you and the Contractor jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the City of

Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_\_.

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinabove. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.
6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
8. The Contractor's Federal Income Tax Identification number is \_\_\_\_\_.

\*\* Please note: Written release will be issued by the Director of Finance & Administration. For further information, contact the Purchasing Agent at (425) 587-3123.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

CONTRACTOR:

CITY OF KIRKLAND:

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

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address: \_\_\_\_\_  
\_\_\_\_\_

123 Fifth Avenue  
Kirkland, Washington 98033

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

ESCROW BANK OR TRUST CO:

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

Securities Authorized by City of Kirkland (select one):

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal National Mortgage Association; and
5. Time deposits in commercial banks.

**RETURN THIS SIGNED AGREEMENT TO:**

City of Kirkland  
Attn: Purchasing Agent  
123 Fifth Avenue  
Kirkland, Washington 98033





## **CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS**

### DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)  
  
Department of Labor/Industries  
Employment Standards Division  
General Administration Building  
Olympia, Washington 98504  
(360) 956-5335
  
2. Notice of Completion of Public Works Contract (City generates)  
  
Department of Revenue  
Excise Tax Division  
Olympia, Washington 98504
  
3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)  
  
Department of Labor/Industries
  
4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)  
  
Department of Revenue  
Department of Labor and Industries  
Employment Security Department
  
5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)  
  
Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.
  
6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)