

CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

Version:063020

83rd Ave. NE Pipe Replacement Project

JOB NO. 26-23-PW

This agreement is made and entered into this 4th day of April , 2024, by and between Kamins Construction, Inc., 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:

<u>Section 1</u>. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "83rd Ave. NE Pipe Replacement Project, Job No. 26-23-PW"

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.

<u>Section 2</u>. 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 **four hundred forty-six thousand seven hundred thirty-five and 96/100** dollars **(\$446,735.96)** 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.

Kamins Construction Inc	
CONTRACTOR (Kamins Construction, Inc)	
-	Chad Karnins / President
Signature of authorized officer	Name and title of officer (print or type)
	(J
KAMINCI854BB	162,183-01
WA Contractor's Registration Number	Industrial Insurance Account Number
603 459 120	206-396-9115
Uniform Business Identification (UBI) Number	Phone Number
` ,	_C's and other legal entities)
STATE OF WASHINGTON)	
) SS	
COUNTY OF KING	
	ublic in and for the State of Washington, duly commissioned to me known to be the
and sworn, personally appeared Chad Kamins President of Washington	to me known to be the the the the legal entity that executed the foregoing instrument,
	e and voluntary act and deed of said legal entity, for the uses
and purposes therein set forth, and on oath stated th	
Given under my hand and official seal this da	ay of March, 2024.
annunnung,	1
JING ZHAN	Jing Zhang
Spinimen Comment	Print Name: JING ZHANG
NOTARL .	NOTARY PUBLIC in and for the State of
NOTARY PUBLIC	Washington, residing 101 Park Lance Kirkland
EW. & OBLIC :	Commission expires: May 24, 2027
(For indivi	duals and d/b/a's)
WASHINGTHIN	
STATE OF WASHINGTON)	
COUNTY OF KING	
,	
On this day before me, the undersigned, a Notary P	ublic in and for the State of Washington, duly commissioned
and sworn, personally appeared	me known to be the individual(s) described herein and who
	ed that he/she/they signed the same as his/her/their free and
voluntary act and deed, for the uses and purposes th	
	au af
Given under my hand and official seal this da	ay or
	Print Name:
	NOTARY PUBLIC in and for the State of
	Washington, residing Commission expires:
CITY OF KIRKLAND	Commission expires.
Tulio Underwood	
BY: Julie Underwood (Apr 4, 2024 17:34 PDT)	
Julie Underwood, Deputy City Manager	

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

83rd Ave. NE Pipe Replacement Project JOB NO. 26-23-PW

Select One

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

(1) Retained in a fund by the City. No interest will be earned on the retained percentage

• •	` ,	amount under this election	on.
M	(2)	Retainage Bond	
[]	(3)	reserved are to be place- monies reserved payable shall be converted into b City and the bonds and s choosing option (3) a City	bank or trust company by the City. When the monies d in escrow, the City will issue a check representing the sum of the to the bank or trust company and the Contractor jointly. Such check onds and securities chosen by the Contractor and approved by the securities held in escrow. (For the convenience of those Contractors approved Form of Escrow Agreement is included on the next page I and submitted with the executed contract.)
accrue	fro	m escrow services, brok	(3) agrees to assume full responsibility to pay all costs which may erage charges or both, and further agrees to assume all risks in e retained percentages in securities.
[]	(4)	currently providing contra	an interest-bearing account at the FDIC insured bank acted banking services to the City of Kirkland. Interest on aid to the contractor. Any fees incurred shall be the ractor.
			CONTRACTOR: Kamins Construction, Inc
			Signature:
			Print or Type Name: Chad Kamins
			Title: President
			Date: 3/25/2024



PERFORMANCE BOND

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

Surety to have an A.W. best ra	aling of A vii or better.
Bond No107 996 914	
KNOW ALL PERSONS BY THESE PRESENTS, th Travelers Casualty and Surety Company of America organized under the laws of the State of Connecticut to do business as a surety in the State of Washington, are the sum of four hundred forty-six thousand seven hund money of the United States of America, plus the total am pursuant to the terms of the Contract referred to in the next Principal and Surety bind ourselves, and our heirs, exect assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has been awarded, and is about	(insert name of surety), as Surety, a corporation duly (insert Surety's state of incorporation), and authorized held and firmly bound unto the City of Kirkland (City) in leed thirty-five and 96/100 dollars (\$446,735.96), lawful ount of extra orders issued by the City to the Principal succeeding paragraph hereof, for the payment whereof utors, administrators, representatives, successors, and
Ave. NE Pipe Replacement Project, Job #26-23-PW, wh herein;	ich is hereby made a part of this bond as if fully set forth
NOW, THEREFORE, the condition of this bond is such that	
warranties required thereunder, and all modification	m all of its obligations under the Contract, including any ons, amendments, additions, and alterations thereto, orice or time for completion, with or without notice to the
judgments, liens, costs, and fees of any type that the	mless from any and all losses, liability, damages, claims, e City may be subject to because of the failure or default is, conditions, or obligations of the Contract, including all ins thereto, and any warranties required thereunder;
THEN THIS obligation shall be null and void; otherwise to Principal to be in default of the Contract, and shall so not shall not exceed 14 days, except for good cause shown, no satisfy its obligations under this Bond.	tify Surety, Surety shall, within a reasonable time which
Nonpayment of the Bond premium will not invalidate this thereof. The Surety hereby waives notice of any modification	s Bond nor shall the City be obligated for the payment on of the Contract or extension of time made by the City.
Signed this 22nd day of March	, 20_24
Principal: Kamins Construction, Inc.	Surety: Travelers Casualty and Surety Company of America
By: Chad S. Kamins	By: A. Fric Chris A. Fix
Title: President	Title: Attorney in Fact
Address: P.O. Box 867	Address: One Tower Square 3PB
City/Zip: Bothell, WA 98041	City/Zip: Hartford, CT 06183
Telephone: (206) 396-9115	Telephone: (208) 361-9693
Note: A power of attorney must be provided which a make, execute, seal and deliver this performa	ppoints the Surety's true and lawful attorney-in-fact to nce bond.



a part hereof;

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, Kamins Construction, Inc, as Principal, and
Travelers Casualty and Surety Company of America, (insert name of surety), as Surety, a corporation
duly organized under the laws of the State of Connecticut (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 four hundred forty-six thousand seven hundred thirty-five and 96/100 Dollars
(\$446,735.96), 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
·
83rd Ave. NE Pipe Replacement Project, Job #26-23-PW, which contract is by this reference made

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	22nd	day of Marc	h	, 2 <u>024</u>	
Principal:	Kamins Construction	, Inc.	Surety:	Travelers Casualty and	Surety Company of America
Ву:	Ch	ad S. Kamins	Ву:	Chri A. Fix	Chris A. Fix
Title:	resident		Title:	Attorney in Fact	
Address:	P.O. Box 867		Address:	One Tower Square 3	PB
City/Zip:	Bothell, WA 98041		City/Zip:	Hartford, CT 06183	
Telephone:	(₂₀₆) ₃₉₆₋₉₁₁₅		Telephone	e: (₂₀₆) ₃₆₁₋₉₆₉₃	

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

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM





Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint CHRIS A FIX , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and BOTHELL , Washington , their true and lawful Attorney(s)-in-Fact to sign execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Robert L. Raney. Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies will be true in full force and effect.

Dated this 22

day of March





Company AND SURETY CONN.

RETAINAGE BOND RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	83rd Ave. NE Pipe Replacement Project	
Contract Number	#26-23-PW	
Contractor Name	Kamins Construction, Inc.	

organized and existing under the laws of the State of Connecticut and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto City of Kirkland 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 Twenty Two Thousand Three Hundred Thirty Six & 79/100ths. (\$\frac{22,336.79}{2}\) Which is \$\frac{5\%}{0}\$ of the principal's price on Contract ID #26-23-PW WHEREAS, on the day of, 2\frac{024}{2} the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number #26-23-PW WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of \frac{5}{2}\% 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 \frac{5\%}{5\%} \overline{Five} \text{percent}(\frac{5}{9}\%) 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	Washington and authorized to do business in the State of Washington as Principal, and Travelers Casually and Surety Company organized and existing under the laws of the State of Connecticut and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of Townly Too Thousand Three Hundred Thirty Sh & 78/1000th. (§ 22.336.79	Washington and authorized to do business in the State of Washington as Principal, and Travelers Causalty and Survey Companorganized and existing under the laws of the State of Competitud and authorized to transact business in the State of Washington as Survety, are jointly and severally held and bound unto Gity of Kirkland hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the flust flush of the Very Twon's You Thousand Three Hundred Thirty Six & 79/10040hs. (§ 22.336.79		
organized and existing under the laws of the State of Connecticut and authorized to transact business in the State of Washington as Surrety, are jointly and severally held and bound unto EV (or Kirkland similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of Twenly Two Thousand Three Pundred Thirty Six 8.79/100hs. (§ 22.336.79	organized and existing under the laws of the State of Connecticut and authorized to transact business in the State of Washington as Surrety, are jointly and severally held and bound unto Clip (6 Hisfland beneficiaries of the trust fund created by RCW 60.28, in the penal sum of Twenty Two Thousand Three Hundred Thirty Six 8.79/100ths. (§ 22,336.79	organized and existing under the laws of the State of Connecticut and authorized to transact business in the State of Washington as Surrety, are jointly and severally held and bound unto Give (Krikland Surrety), which is 5% of the principal's price on Contract ID #26-23-PW WHEREAS, on the	The Undersigned, Kamins Construction, Inc.	c. , existing under and by virtue of the laws of the State of
Washington as Surety, are jointly and severally held and bound unto City of Kiristand 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 Twenty Two Thousand Three Hundred Thirty Six & 79/100lbs. (§ 22.336.79	Washington as Surety, are jointly and severally held and bound unto City of Kirsland	Washington as Surety, are jointly and severally held and bound unto. Gity of Kirkland	Washington and authorized to do business in	the State of Washington as Principal, and Travelers Casualty and Surety Company
similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of Twenty Two Thousand Threity Six 8 79/100ths. (\$ 22,336.79), Which is 5% of the principal's price on Contract ID #26-23-PW WHEREAS, on the	similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of Twenty Two Phousand Thrifty Six 8 79/100ths. (S. 22,336.79), Which is 52% of the principal's price on Contract ID #26-23-PW WHEREAS, on the	similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of Twenty Two Probusand Thrifty Six & 79/100ths. (S. 22,336.79	organized and existing under the laws of the	State of Connecticut and authorized to transact business in the State of
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WHEREAS, on the	WHEREAS, on the	WHEREAS, on the	Twenty Two Thousand Three Hundred Thirt	y Six & 79/100ths.
WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of 5 % 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 carned 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 5% Five percent (5 %) of the final contract cost which shall include any increases due to change orders, increases in quantities of who the retained, for the trust fund purposes of KCW 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 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 22nd day of March 2024 SURETY Travelers Casually and Surety Company of America By: Name/Title Chris A. Fix, Attorney in Fact Op: Bothell, WA Travelers Casually and Surety Company of America By: Name/Title Chris A. Fix, Attorney in Fact Op: Bothell, WA Travelers Casually and Surety Company of America Cop: Bothell, WA Travelers Casually and Surety Company of America Cop: Bothell, WA Travelers Casually and Surety Company of America Cop: Bothell, WA 98041 206-361-9693 HARTFORD.	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Box 681, Bothell, WA 98041 206-361-9693	WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of 5 / % 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 carned 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 5% Five percent (5 %) 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. 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Kamins, President OF: Bothell, WA Travelers Casualty and Surety Company of America Coc B&MS of WA., INC. Surety Name and Local Office of Agent: 206-361-9693 HARTIFORD. Source Project	(\$_22,336.79), Which is <u>5%</u> of the p	principal's price on Contract ID #26-23-PW
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Box 681, Bothell, WA 98041 206-361-9693	WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of 5 / % 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 carned 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 5% Five percent (5 %) 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. 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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 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 22nd day of March 2024. SURETY Travelers Casualty and Surety Company of America By: Name/Title Chris A. Fix, Attorney in Fact Name/Title Chad S. Kamins, President OF: Bothell, WA OF: Bothell, WA Travelers Casualty and Surety Company of America c/o CB&MS of WA., INC. Surety Name and Local Office of Agent: P.O. Box 681, Bothell, WA 98041 206-361-9693 HARTFORD, CONN.	new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of KCW 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 22nd day of March 2024. SURETY Travelers Casualty and Surety Company of America By: Name/Title Chris A. Fix, Attorney in Fact Name/Title Chad S. Kamins, President OF: Bothell, WA Travelers Casualty and Surety Company of America c/o CB&MS of WA., INC. Surety Name and Local Office of Agent: P.O. Box 681, Bothell, WA 98041 206-361-9693 HARTFORD CONN. **Bothell Replacement Project**	new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of KCW 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 monics 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 22nd day of March 2024. SURETY Travelers Casualty and Surety Company of America By: Name/Title Chris A. Fix, Attorney in Fact Name/Title Chad S. Kamins, President OF: Bothell, WA Travelers Casualty and Surety Company of America c/o CB&MS of WA., INC. Surety Name and Local Office of Agent: P.O. Box 681, Bothell, WA 98041 206-361-9693 HARTFORD CONN. PRINICPAL Kamins Construction, Inc. Co	contract cost which shall include any increase	w 00.26 in the penal sum of percent (
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By:	By:	By:	Travelora Coquelly and Surety	Koming Construction, Inc.
Name/Title Chris A. Fix, Attorney in Fact Name/Title Chad S. Kamins, President OF: Bothell, WA OF: Bothell, WA Travelers Casualty and Surety Company of America c/o CB&MS of WA., INC. Surety realizes and Phone of Local Office and Agent: P.O. Box 681, Bothell, WA 98041 206-361-9693 HARTFORD, CONN.	Name/Title Chris A. Fix, Attorney in Fact Name/Title Chad S. Kamins, President OF: Bothell, WA OF: Bothell, WA Travelers Casualty and Surety Company of America c/o CB&MS of WA., INC. Surety Name and Local Office of Agent: P.O. Box 681, Bothell, WA 98041 206-361-9693 HARTFORD, CONN.	Name/Title Chris A. Fix, Attorney in Fact Name/Title Chad S. Kamins, President OF: Bothell, WA OF: Bothell, WA Travelers Casualty and Surety Company of America c/o CB&MS of WA., INC. Surety Name and Local Office of Agent: P.O. Box 681, Bothell, WA 98041 206-361-9693 HARTFORD, CONN. 3 Id Ac. NE Ripe Replacement Project		PRINICPAL Training Conditional Times
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Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint CHRIS A FIX , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and

BOTHELL , Washington , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

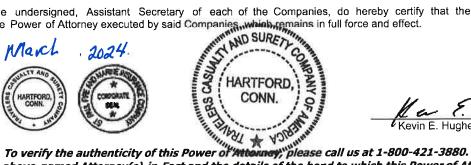
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22 nd day of March







Mar E. Hugher. Kevin E. Hughes, Assistant Secretary

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Kamins - 83rd Ave NE Pipe Replacement Project - 32400117

Final Audit Report 2024-04-05

Created: 2024-04-04

By: Joey Vander Vaart (JVanderVaart@kirklandwa.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAY9UXCxJiJVhe3JQdkeXuXuEgZ93m4_ch

"Kamins - 83rd Ave NE Pipe Replacement Project - 32400117" History

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