CITY OF KIRKLAND
PUBLIC WORKS AGREEMENT
Version:063020

City Attorney
Kevin Hansen
Rev: 08/21/26

Annual Replacement of Aging and Failing Infrastructure
JOB NO. 06-26-PW

This agreement is made and entered into this _____day of_______________, 20____, by and between **SHORELINE CONSTRUCTION COMPANY**, hereinafter called the "Contractor" and the City of Kirkland, hereinafter called the "City."
W I T N E S S E T H:

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: "Annual Replacement of Aging and Failing Infrastructure, Job No. 06-26-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.

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 **One Million, Four Hundred and Eighty-Seven Thousand, and Sixty-Five** dollars **($1,487,065.00)** 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.

Shoreline Construction Co.
CONTRACTOR (Firm Name)

Signature of authorized officer

Douglas J. Suzuki / President
Name and title of officer (print or type)

SHOREC*374N0
WA Contractor's Registration Number

114,129-00 0
Industrial Insurance Account Number

178072242
Uniform Business Identification (UBI) Number

425-483-0600
Phone Number

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

STATE OF WASHINGTON)
) SS
COUNTY OF Snohomish)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas J. Suzuki, to me known to be the President of Shoreline Construction Co., 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 6th day of August, 2026

JENNIFER F KUSAKABE
Notary Public
State of Washington
Commission # 111632
My Comm. Expires Aug 27, 2029

Print Name: Jennifer Kusakabe
NOTARY PUBLIC in and for the State of Washington, residing Snohomish
Commission expires: Aug 27, 2029

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

STATE OF WASHINGTON)
) SS
COUNTY OF Snohomish)

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 P. Dunlap
Tracey Dunlap, Deputy City Manager

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

Annual Replacement of Aging and Failing Infrastructure
Job No. 06-26-PW

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.

[X] (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: Shoreline Construction Co.

Signature: Douglas J. Suzuki Digitally signed by Douglas J. Suzuki Date: 2026.08.06 13:03:39 -07'00'

Print or Type Name: Douglas J. Suzuki

Title: President

Date: 8/6/26

Douglas J. Suzuki

PERFORMANCE BOND

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

Bond No. 30276303

KNOW ALL PERSONS BY THESE PRESENTS, that **SHORELINE CONSTRUCTION COMPANY**, as Principal, and Western Surety Company, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of South Dakota, (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 One Million Four Hundred Eighty Seven * dollars (**$**1,487,065.00), 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.

*Thousand Sixty Five & 00/100

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **Annual Replacement of Aging and Failing Infrastructure, Job No. 06-26-PW**, 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 11th day of August, 2026.

Principal:	~~Douglas J. Suzuki~~ Shoreline Construction Co.	Surety:	Western Surety Company
By:		By:	
Title:	President, Douglas J. Suzuki	Title:	Katharine J. Snider, Attorney-in-Fact
Address:	PO Box 358	Address:	601 Union Street, Suite 1601
City/Zip:	Woodinville, WA 98072	City/Zip:	Seattle, WA 98101
Telephone:	(425) 483-0600	Telephone:	(800) 262-2110

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 perform

LABOR, MATERIAL AND TAXES PAYMENT BOND

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

Bond No. 30276303

KNOW ALL PERSONS BY THESE PRESENTS, that, **SHORELINE CONSTRUCTION COMPANY**, as Principal, and Western Surety Company, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of South Dakota (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 One Million Four Hundred Eighty Seven Thousand Sixty Five & 00/100 **Dollars ($**1,487,065.00 **)**, 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 **Annual Replacement of Aging and Failing Infrastructure, Job No. 06-26-PW**, 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 11th day of August, 2026.

Principal:	~~Douglas J. Suzuki~~ Shoreline Construction Co.	Surety:	Western Surety Company
By:		By:	
Title:	President, Douglas J. Suzuki	Title:	Katharine J. Snider, Attorney-in-Fact
Address:	PO Box 358	Address:	601 Union Street, Suite 1601
City/Zip:	Woodinville, WA 98072	City/Zip:	Seattle, WA 98101
Telephone:	(425) 483-0600	Telephone:	(800) 262-2110

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Michael S Mansfield, Donald Percell Shanklin Jr, Tamara A Ringelsen, Kari Michelle Motley, Bryan Richard Ludwick, Travis J Robles, Lois F Weathers Individually of Portland, OR
Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Katharine J Snider, Justin Dean Price, Charla M Boadle, Christopher Kinyon, Jamie L Marques, Celeste M Van Vliet, Individually of Seattle, WA
Carley Espiritu, Brent E Heilesen, Annelies M Richie, Kristine A Lawrence, Holli Lagerquist, Amelia G Burrill, Lindsey Elaine Jorgensen, Sarah Whitaker, Julie A Craker, Alyssa J Lopez, Sharree Sutherland, Individually of Tacoma, WA

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on April 17, 2026.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

State of South Dakota }
County of Minnehaha } ss

Larry Kasten

Larry Kasten, Vice President

On April 17, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

December 4, 2031

K. Walsh

K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on August 11, 2026.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

P. Kolsrud

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

RETAINAGE BOND

RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED Bond No. 30276304

Contract Title	Annual Replacement of Aging and Failing Infrastructure
Contract Number	06-26-PW
Contractor Name	Shoreline Construction Co.

The Undersigned, Shoreline Construction Co., 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 Western Surety Company organized and existing under the laws of the State of South Dakota 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 Seventy Four Thousand Three Hundred Fifty Three 25/100 ($74,353.25), Which is 5% of the principal's price on Contract ID 06-26-PW.

WHEREAS, on the ____________ day of __________, 2026, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number 06-26-PW

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 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 Five Percent 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. 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 11th day of August, 2026.

SURETY	**PRINICPAL**
By: Katharine J. Snider	By: Douglas J. Suzuki / President
Name/Title Katharine J. Snider, Attorney-in-Fact	Name/Title
OF: Western Surety Company	OF: Shoreline Construction Co.

Surety Name and Local Office of Agent: Propel Insurance

Surety Address and Phone of Local Office and Agent: 601 Union Street, Suite 3400

Seattle, WA 98101

(206) 676-4200

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Michael S Mansfield, Donald Percell Shanklin Jr, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Travis J Robles, Lois F Weathers Individually of Portland, OR
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its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on April 17, 2026.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

State of South Dakota
County of Minnehaha } ss

Larry Kasten

Larry Kasten, Vice President

On April 17, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

December 4, 2031

K. Walsh

K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on August 11, 2026.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

P. Kolsrud

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.