

AGREEMENT FORM



THIS AGREEMENT is made and entered into this 15th day of June, 2026 by and between the City of Kirkland, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Regency NW Construction, Inc., hereinafter referred to as "Contractor" effective as of the date of the first signature on the agreement so long as all other parties' authorized signatories have also executed the Agreement.

In consideration of the mutual covenants and obligations contained herein, the City and Contractor agree as follows:

1. **Agreement.** The "Contract Documents" form the "Contract." The Contract Documents consist of this Agreement, any attached Exhibits, the Project Manual, including the General Conditions; Supplemental Conditions, if any, Special Provisions, if any, the Specifications, Contract Plans, and Amendments to the Specifications; and written modifications, amendments and Change Orders to the Contract issued after execution of this Agreement, the City's Contract Bid Documents for the Project, including but not limited to the Bid package, Instructions to Bidder, Addenda, Proposal Form, Contractor's Proposal and all documents submitted therewith in response to the City's Invitation to Bid, and any additional documents referenced as comprising the Contract and Contract Documents, which are hereby fully incorporated as part of the Contract as if set forth herein.
2. **Project.** Contractor shall fully complete all Work and furnish all labor, tools, materials, and equipment for the project entitled Essential Facilities Standby Power, Project No. 18-26-PW, including all changes to the Work, timely and in strict accordance with the Contract Documents.
3. **Payments.** In consideration of full and faithful compliance with the terms and conditions of this agreement and the Contract Documents, the City shall pay Contractor, at the times and in the manner provided in the Contract Documents, the total sum of eight hundred forty-four thousand five hundred sixty Dollars (\$844,560), which sum is subject, however, to increase or decrease in such proportion as the quantities for unit price items set forth in the Bid Proposal Form are so changed as set forth in the Contract Documents or as modified by an approved Change Order or addendum as permitted by the Contract Documents. The payments to Contractor include the costs for all labor, tools, materials, equipment, and subcontracts for the Work.
4. **Contract Sum.** The Contract Sum shall be the Total for Base Bid amount plus anticipated Washington State Sales Tax, subject to addition and deductions as provided in the Contract Documents.
5. **Completion Date.** The Contract Time shall be measured from the Notice to Proceed date to the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents. Time is of the essence in completion of the Work. Contractor shall achieve Substantial Completion of the Work by two-hundred ten (210) consecutive calendar Days after receipt of the notice to proceed, which shall be sent via e-mail, subject to adjustments of this Contract Time as provided in the Contract Documents, and shall achieve Final Completion not later than forty-five (45) consecutive calendar Days thereafter. Contractor represents to the City that the Contract Time is adequate for full

performance of the Work. Contractor shall also achieve any interim milestones and phasing requirements set forth in the Contract Documents. If the physical Work under this Agreement is not completed within the time specified, Contractor shall pay liquidated damages and all engineering inspection and supervisions costs to the City as specified in the Contract Documents.

6. **Liquidated damages.** The City will assess, and Contractor will be responsible for, liquidated damages in the amount of \$2145.00 per Day for each Day beyond the Contract Time that Substantial Completion is not timely achieved and \$995.00 per Day beyond the Contract Time that Final Completion is not timely achieved. Contractor and the City agree that any liquidated damages established by this Agreement are not penalties and are a reasonable estimation of actual damages to the City, as of this date of Agreement, based on the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in the construction of the Project. This provision is intended to be in lieu of Contractor's liability for delay damages sustained by Owner by reason of Contractor's delay in reaching Substantial Completion by the date set for Substantial Completion. This provision shall not relieve or release Contractor from liability occasioned by other breaches or defaults under this Contract, nor shall it limit Owner's rights to terminate the Contract for cause pursuant to the General Conditions or to pursue any other remedy under the Contract or otherwise. In addition, Owner may recover its actual damages (including direct architectural, administrative, and other related costs attributable to the Project) as a result of any delay by Contractor in reaching Final Completion within the time required in Paragraph 4 above.
7. **Independent Contractor.** Contractor's employees, while engaged in the performance of any of Contractor's services under this Agreement, shall be considered employees of the Contractor and not employees, agents, representatives of the City and as a result, shall not be entitled to any coverage or benefits from the City. Contractor's relation to the City shall be at all times as an independent contractor. Any and all Workman's Compensation Act claims on behalf of Contractor employees, and any and all claims by third-party as a consequence of any negligent act or omission on the part of Contractor's employees, while engaged in services provided to be rendered under this Agreement, shall be solely Contractor's obligation and responsibility.
8. **Jurisdiction and Venue.** Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in King County Superior Court for the State of Washington.
9. **Contract is complete and integrated agreement.** The Contract represents the entire, complete, and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. No oral representations or other agreements have been made by the parties except as specifically established in the Contract.
10. **Severability.** A court of competent jurisdiction's determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect. In such event a provision is determined void or unenforceable, the parties agree to negotiate a replacement provision to

**CITY OF KIRKLAND
ESSENTIAL FACILITIES STANDBY POWER
KIRKLAND, WASHINGTON**

**SECTION 00 41 00
BID FORM**

BID FORM

Bidder (Contractor): Regency NW Construction, Inc. Date: 4/30/2026

Address: PO Box 6429
Bellevue, WA 98008

Phone: 425-883-1301 E-
email: brianf@regencynw.com

**TO: City of Kirkland
123 5th Avenue
Kirkland, WA 98033**

**RE: Essential Facilities Standby Power
JOB NO. 18-26-PW**

GENERAL PROPOSAL

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official or employee City of Kirkland; and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The Bidder further agrees that they have exercised their own judgment regarding the interpretation of subsurface information and have utilized all data which they believe is pertinent from the Architect, Owner and other sources in arriving at his/her conclusions.

The Bidder agrees to hold their bid proposal open for sixty (60) days after the actual date of bid opening and to accept the provisions of the Instructions to Bidders regarding disposition of bid bond.

The Bidder agrees that if this bid is accepted through Award of Contract by Council, it will, within ten (10) calendar days after notification of acceptance, execute the contract with the Owner in the form of contract included in the contract documents, and will, at the time of execution of the Contract, deliver to the Owner the Performance and Payment Bonds and all Certificates of Insurance required therein, and will, to the extent of its proposals, furnish all machinery, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the requirements as specified in the contract documents and required by the engineer/architect or other project manager designated thereunder.

**CITY OF KIRKLAND
ESSENTIAL FACILITIES STANDBY POWER
KIRKLAND, WASHINGTON**

**SECTION 00 41 00
BID FORM**

BID FORM

TIME OF COMPLETION:

The Owner can issue Notice to Proceed at any time after contract execution. The undersigned understands and agrees that Substantial Completion of the work shall be no later than 210 consecutive calendar days after the Notice to Proceed, and that Final Completion of the work shall be no later than 45 consecutive calendar days after Substantial Completion.

PERMITS, FEES AND INSPECTIONS:

Owner will obtain and pay for the general building permit and general electrical permit. The contractor is required to meet the requirements and conditions of any owner-procured permits, to post the permits, and for the scheduling and inspections related to these permits. The Contractor is responsible for all other required permits for the project in their entirety: including, but not limited to, the plumbing, electrical low voltage, temporary power, mechanical, irrigation, trade, and utility permits. A City right-of-way permit is not required to be applied for or paid for as this is a City project, although the Contractor will need to comply with requirements of working in the right of way, such as, but not limited to, developing an approved traffic control plan for approval by the City. Utility charges and utility connection fees, if incurred by the contractor to facilitate the work, shall be paid back to the contractor by the Owner within the contract document change order process without markup of any kind. All other City of Kirkland and other State of Washington or local agency permits and requirements are the financial and administrative responsibility of the Contractor at no cost to the City of Kirkland.

BASE BID:

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the contract documents and based upon the bid price for fully completed work as included in the proposal and the Bid Price represents a true measure of the labor, equipment, and materials required to perform and complete the work, including all allowances for overhead and profit for each type of work called for in these contract documents, as well as all use taxes, overhead, profit, bond premiums, insurance premiums and all other miscellaneous and incidental expenses. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The undersigned bids for complete construction of the Essential Facilities Standby Power Job No. 18-26-PW as follows:

Bid includes work at 3 separate sites. A separate bid item list and total for each site must be completed. If a bid item is not applicable for the site please enter zero (0) on the item price:

Site 1: 352 Kirkland Ave - Bid item list	Item Price
Generator equipment	0
Transfer Switch equipment	21,000-
CT Cabinet equipment	4,000-
Electrical work	110,000-
Pad, bollard, stairs, installation	98,000-
Mobilization, Demobilization, Site Preparation, and Cleanup	15,000-
Site 1 Total Cost	248,000-

**CITY OF KIRKLAND
ESSENTIAL FACILITIES STANDBY POWER
KIRKLAND, WASHINGTON**

**SECTION 00 41 00
BID FORM**

BID FORM

Site 2: 915 8th Street - Bid item list	Item Price
Generator equipment	Ø
Transfer Switch equipment	37,000-
CT Cabinet equipment	Ø
Electrical work	115,000-
Pad, bollard, stairs, installation	33,000-
Mobilization, Demobilization, Site Preparation, and Cleanup	9,000-
Site 2 Total Cost	194,000-

Site 3: 12006 120th PI NE - Bid item list	Item Price
Generator equipment	123,000-
Transfer Switch equipment	34,000-
CT Cabinet equipment	Ø
Electrical work	64,000-
Pad, bollard, stairs, installation	90,000-
Mobilization, Demobilization, Site Preparation, and Cleanup	12,000-
Site 3 Total Cost	323,000-

Bid Totals	Price
Site 1 total cost (from above)	248,000-
Site 2 total cost (from above)	194,000-
Site 3 total cost (from above)	323,000-
Total bid amount	765,000-

ADDENDA

Receipt of the following Addenda is hereby acknowledged.

Addendum No. 1 dated 4/27/2026

Addendum No. dated

BID REVIEW MEETING

The Undersigned agrees that if they are the successful bidder, they will be available for a bid review meeting with the Engineer and the Owner at the Owner's office, at a time to be agreed upon.

**CITY OF KIRKLAND
ESSENTIAL FACILITIES STANDBY POWER
KIRKLAND, WASHINGTON**

**SECTION 00 41 00
BID FORM**

BID FORM

Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Regency NW Construction, Inc.

BIDDER (Company Name)


By (Signature)
Washington Corporation

(Indicate whether Contractor is Partnership)

Michelle DuCharm / Controller

Printed Name/Title of Signatory

REGENNC041J5

Washington State Contractor's
Registration Number

887026-01

Contractor's Industrial Insurance
Account Number

Contractor's Address:
PO Box 6429

Bellevue, WA 98008

425-883-1301

Telephone Number
425-883-1302

Fax Number

**BID FORM TO BE SUBMITTED IN A SEALED ENVELOPE
END OF SECTION**

RETAINAGE INVESTMENT OPTION

CONTRACTOR:

PROJECT NAME:

DATE:

Pursuant to R.C.W. 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the Owner will hold your retainage as described in "Current Expense" option 1 below.

1. Current Expense: The Owner will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
2. Interest Bearing Account: The Owner will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you. Any fees incurred shall be the responsibility of the contractor.
3. Escrow/Investments: The Owner will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the Owner will issue a check representing the sum of the moneys reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the Owner and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.

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. Bond-in-Lieu: With the consent of the Owner, the contractor may submit a bond for all or any portion of the amount of funds retained by the Owner in a form and from an authorized surety insurer acceptable to the Owner. Such 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 this chapter. The Owner shall release the bonded portion of the retained funds to the contractor within thirty days of accepting the bond from the contractor. Whenever an Owner accepts a bond in lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The

contractor shall then release the funds retained from the subcontractor or supplier to the subcontractor or supplier within thirty days of accepting the bond from the subcontractor or supplier.

Retainage is normally released 30 days after Final Acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.

CONTRACTOR:

Signature:  _____

Print or Type Name: Brian Foote

Title: President

Date: 5/26/2026

THIS FORM TO BE EXECUTED AFTER CONTRACT IS AWARDED

END OF SECTION

PERFORMANCE BOND

SURETY TO HAVE AN A.M. BEST RATING OF A:VII OR BETTER.

Bond No. 101877233

KNOW ALL PERSONS BY THESE PRESENTS, that Regency NW Construction, Inc (Contractor), as Principal, and Merchants National Bonding, Inc. (insert name of surety), as Surety, a corporation duly organized under the laws of the State of Iowa (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 Eight Hundred Forty Four Thousand Five Hundred Sixty *dollars (\$844,560.00) 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. *00/100ths

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **PROJECT NAME:** Essential Facilities Standby Power, Job #18-26-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;
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 (a) in 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, and/or (b) in the payment for labor, equipment, and materials by satisfying all claims and demands incurred under the Contract, and reimbursing and paying Owner all expenses that Owner may incur in making good any default by the Principal; and
3. If the Principal shall indemnify and hold the City harmless from all claims, liabilities, causes of action, damages and costs, including property damages and personal injuries, resulting from any defect appearing or developing in the material provided or workmanship performed under the Contract;

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 20th day of MAY, 2026.

Principal: Regency NW Construction, Inc.

Surety: Merchants National Bonding, Inc.

By: [Signature] BRIAN FOOTE

By: [Signature]

Title: Pres.

Title: Roger Kaltenbach, Attorney-in-Fact

Address: P.O. Box 6429

Address: 10400 NE 4th Street, Suite 900

City/Zip: Bellevue, WA 98008

City/Zip: Bellevue, WA 98004

Telephone: (425) 883-1301

Telephone: (425) 709-3600

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 BOND (PAYMENT BOND)

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

Bond No. 101877233

KNOW ALL PERSONS BY THESE PRESENTS, that, Regency NW Construction, Inc. (Contractor), as Principal, and Merchants National Bonding, Inc., (insert name of surety), as Surety, a corporation duly organized under the laws of the State of Iowa (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 Eight Hundred Forty Four Thousand Five Hundred Sixty and 00/100ths Dollars (\$844,560.00), 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 **PROJECT NAME: Essential Facilities Standby Power, Job #18-26-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.

1. 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)

**CITY OF KIRKLAND
ESSENTIAL FACILITIES STANDBY POWER
KIRKLAND, WASHINGTON**

**SECTION 00 61 41
PAYMENT BOND**

2. 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 20th day of MAY, 2026

Principal: Regency NW Construction, Inc.

Surety: Merchants National Bonding, Inc.

By: BRIAN FOOTE

By: Roger Kaltbach, Attorney-in-Fact

Title: Pres.

Title: Roger Kaltbach, Attorney-in-Fact

Address: P.O. Box 6429

Address: 10400 NE 4th Street, Suite 900

City/Zip: Bellevue, WA 98008

City/Zip: Bellevue, WA 98004

Telephone: (425) 883-1301

Telephone: (425) 709-3600



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

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail A Bonney; Alec Gumpfer; Andrew Kerlake; Brenda Nolin; Chris Larson; Deanna M French; Elizabeth R Hahn; Greg Lagreid; Gregory C Ryerson; Guy P Armfield; Jana M Roy; Janteane Blyton; John R Claeys; Katelyn Cooper; Kyle Dozier; Michelle Bench; Mindee L Rankin; Nicholas Fredrickson; Rebecca Sarmiento; Robin Baird; Roger Kaltenbach; Ronald J Lange; Ronald Lange; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sharon L Pope; Susan B Larson; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of January, 2026.

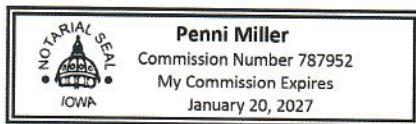


**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 26th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of MAY, 2026.



Elisabeth Sandersfeld
Secretary

KNOW ALL MEN BY THESE PRESENTS, that Regency NW Construction, Inc., as Principal
authorized to do business in the State of Washington and Merchants Bonding Company (Mutual)

as Surety, a corporation organized and existing under the laws of the State of Iowa

and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto
City of Kirkland as Obligee in the penal sum of

Thirty-eight Thousand Two Hundred Fifty & 00/100

Dollars (\$38,250.00), which is 5% of the Principal's bid.

WHEREAS, on the _____ day of _____, 2026, the said
Principal, herein, executed a contract with the Obligee, for

Essential Facilities Standby Power, Job Number: 18-26-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, hereinafter referred to as earned retained fund

AND 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 this 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% 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. 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% 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 period provided by applicable law.

WITNESS our hands this 20th day of MAY, 2026.

Regency NW Construction, Inc.

By: BRIAN FOOTE
Pres.

Principal



Merchants Bonding Company (Mutual)

Surety

Roger Kaltenbach
Attorney-in-Fact
IMA Financial Group, Inc.

Name and Address of Local Agent

10400 NE 4th Street STE 900, Bellevue, WA 98004

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail A Bonney; Alec Gumpfer; Andrew Kerslake; Brenda Nolin; Chris Larson; Deanna M French; Elizabeth R Hahn; Greg Lagreid; Gregory C Ryerson; Guy P Armfield; Jana M Roy; Janteane Blyton; John R Claeys; Katelyn Cooper; Kyle Dozier; Michelle Bench; Mindee L Rankin; Nicholas Fredrickson; Rebecca Sarmiento; Robin Baird; Roger Kaltenbach; Ronald J Lange; Ronald Lange; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sharon L Pope; Susan B Larson; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of January, 2026.

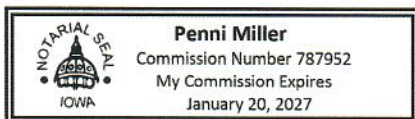


**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 26th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of MAY, 2026.



Elisabeth Sandersfeld
Secretary