



## CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

Version:063020

132nd Ave NE Pedestrian Improvement Project  
JOB NO. 27-24-PW

This agreement is made and entered into this 26th day of September, 2024, by and between **Reed Trucking and Excavating, 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:

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "132nd Ave NE Pedestrian Improvement Project, Job No. 27-24-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 twenty-two thousand four hundred and 00/100 dollars (\$1,022,400.00)** 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.

CONTRACTOR (Reed Trucking and Excavating, Inc)

[Signature]

Signature of authorized officer

Dustin Wright / Vice President

Name and title of officer (print or type)

REEDTEI016JW

WA Contractor's Registration Number

983,104-00

Industrial Insurance Account Number

601-915-034

Uniform Business Identification (UBI) Number

360-701-0997

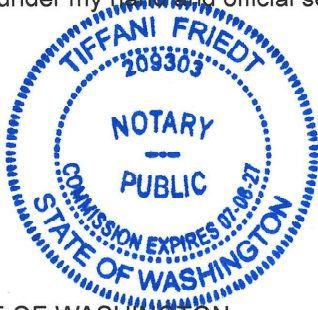
Phone Number

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dustin Wright, to me known to be the Vice President of Reed Trucking & Excavating, Inc., 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 11 day of September, 2024



Tiffani Friedt  
Print Name: Tiffani Friedt  
NOTARY PUBLIC in and for the State of Washington, residing Graham  
Commission expires: 7-8-27

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

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

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

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

CITY OF KIRKLAND

BY: Julie Underwood  
Julie Underwood (Sep 26, 2024 11:19 PDT)  
Julie Underwood, Deputy City Manager

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

132nd Ave NE Pedestrian Improvement Project  
JOB NO. 27-24-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.
- (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: Reed Trucking and Excavating, Inc

Signature: 

Print or Type Name: Dustin Wright

Title: Vice President

Date: September 11, 2024



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

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

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)

Department of Labor/Industries  
Employment Standards Division  
General Administration Building  
Olympia, Washington 98504  
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue  
Excise Tax Division  
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue  
Department of Labor and Industries  
Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City  
(Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)