

AGREEMENT FORM

THIS AGREEMENT is made and entered into this 16th day of January, 2024 by and between the City of Kirkland, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City" and CDK Construction Services, 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 Fire Station 21 Renovation, Project No. PSC 3004 000, 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 four million two hundred forty three thousand eight hundred two Dollars (\$4,243,802), 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. The total sum of \$4,232,782.00, represents a construction bid of \$3,785,000.00 and an add alternate bid of \$56,000.00, plus \$391,782.00 for sales tax.
4. **Contract Sum.** The Contract Sum shall be the Total for Base Bid amount plus Add Alternate No. 1 plus anticipated Washington State Sales Tax, subject to addition and deductions as provided in the Contract Documents.
5. **Unit Prices.** See Section 01 22 00 of the Contract Documents for descriptions of Unit Prices. Sales tax is not included in the unit prices listed below.

Unit Price	Price Per Unit
Unit Price 1: Unsuitable Soil	<u>\$95.00</u> /bank cubic yard
Unit Price 2: Contaminated Soils	<u>\$300.00</u> /bank cubic yard
Unit Price 3: Rock Removal	<u>\$200.00</u> /bank cubic yard
Unit Price 4: Controlled Density Fill (CDF)	<u>\$165.00</u> /cubic yard
Unit Price 5: HMA and Subbase Replacement	<u>\$16.50</u> /square foot

- 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 305 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.
- 1. 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.
- 2. 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.

7. **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.
8. **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.
9. **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 enable that party to receive the benefit as nearly as possible as to what it would have received but for the determination that a provision was illegal or unenforceable.
10. **Disclaimer.** No liability of Contractor shall attach to the City by reason of entering into this Agreement, except as expressly provided in this Agreement.

In witness whereof, the City, as approved by the City Council, and Contractor have executed this agreement by their proper officers or duly authorized agents

Dated: Jan 16, 2024

Dated: 1-3-24

City of Kirkland

[CDK Construction Services] (Contractor)

By: *Julie Underwood*
Julie Underwood (Jan 16, 2024 07:09 PST)

By: 

Its: Deputy City Manager of Operations

Its: CHRIS H. DAVIES, PRESIDENT

Attention: If Contractor is a corporation, the name of the corporation should be listed in full and both the President and Secretary must sign the contract. OR, if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made part of the Contract Documents.

If the business is a partnership, the full name of each partner should be listed followed by d/b/a and the firm or trade name. Any one partner may sign the Contract.

If the business is a limited liability company, an authorized management member or manager must sign followed by his/her title.

(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 Chris H. Davies, to me known to be the President of CDK Construction Ser. 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 3 day of January, 2024.



John Coy
Print Name: John Coy
NOTARY PUBLIC in and for the State of
Washington, residing Duvall, WA
Commission expires: 02-22-26

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

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

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 _____, 20__.

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

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: CHRIS H. DAVIES

Title: PRESIDENT

Date: 1-3-24

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. 2348411

KNOW ALL PERSONS BY THESE PRESENTS, that CDK Construction Services Inc. (Contractor), as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of Missouri, (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 Four Million Two Hundred Thirty-two Thousand * dollars (\$4,232,782.00), 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. *Seven Hundred Eighty-two and 00/100


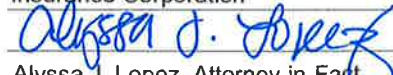
WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **PROJECT NAME: FIRE STATION 21 RENOVATION**, which is hereby made a part of this bond as if fully set forth herein;

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 <u>21st</u> day of <u>December</u> , 20 <u>23</u> .	
Principal: <u>CDK Construction Services Inc.</u>	Surety: <u>Swiss Re Corporate Solutions America Insurance Corporation</u>
By: 	By: 
Title: <u>CHRIS H. DAVIES, PRESIDENT</u>	Title: <u>Alyssa J. Lopez, Attorney-in-Fact</u>
Address: <u>26231 NE 165th St</u>	Address: <u>1200 Main Street, Suite 800</u>
City/Zip: <u>Duvall, WA 98019</u>	City/Zip: <u>Kansas City, MO 64105</u>
Telephone: <u>(425) 788-8441</u>	Telephone: <u>(206) 224-3181</u>

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. 2348411

KNOW ALL PERSONS BY THESE PRESENTS, that, CDK Construction Services Inc. (**Contractor**), as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of Missouri (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 Million Two Hundred Thirty-two Thousand Seven Hundred * **Dollars (\$ 4,232,782.00)**, 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. *Eighty-two and 00/100

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **PROJECT NAME: FIRE STATION 21 RENOVATION**, 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.


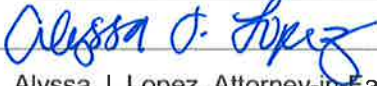
1. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due 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)

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 21st day of December, 2023
Principal: CDK Construction Services Inc. Surety: Swiss Re Corporate Solutions America Insurance Corporation
By:  By: 
Title: CHRIS H. DAVIES, PRESIDENT Title: Alyssa J. Lopez, Attorney-in-Fact
Address: 26231 NE 165th St Address: 1200 Main Street, Suite 800
City/Zip: Duvall, WA 98019 City/Zip: Kansas City, MO 64105
Telephone: (425) 788-8441 Telephone: (206) 224-3181

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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIC A. ZIMMERMAN, CHRISTOPHER KINYON, JAMIE L. MARQUES, JAMES B. BINDER, CARLEY ESPRITU, HOLLI ALBERS, ALICEON A. KELTNER, CYNTHIA L. JAY, ANNELIES M. RICHIE, BRANDON K. BUSH, KATHARINE J. SNIDER, SHERRI W. HILL, LINDSEY ELAINE JORGENSEN, AMELIA G. BURRILL, JULIE R. TRUITT, JUSTIN DEAN PRICE, AMBER LYNN REESE, ALYSSA J. LOPEZ, ALEXA MANLEY, and SARAH WHITAKER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	<u>Fire Station 21 Renovation</u>
Contract Number	<u>45-23-PW</u>
Contractor Name	<u>CDK Construction Services Inc.</u>

The Undersigned, CDK Construction Services Inc., 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 Swiss Re Corporate Solutions America Insurance Corporation organized and existing under the laws of the State of Missouri and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto the 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 One Hundred Ninety-two Thousand Fifty and 00/100 Dollars (\$192,050.00), Which is 5% of the principal's price on Contract ID 45-23-PW.

WHEREAS, on the _____ day of _____, 2____, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number 45-23-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 (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 21st day of December, 2023.

SURETY

By: *Alyssa J. Lopez*
 Name/Title Alyssa J. Lopez, Attorney-in-Fact

OF: Swiss Re Corporate Solutions America Insurance Corporation

PRINCIPAL

By: *Chris H. Davies*
 Name/Title CHRIS H. DAVIES, PRESIDENT

OF: CDK Construction Services Inc.

Surety Name and Local Office of Agent: Swiss Re Corporate Solutions America Insurance Corporation / Propel Insurance

Surety Address and Phone of Local Office and Agent: 1200 Main Street, Suite 800, Kansas City, MO 64105 - (206) 224-3181

601 Union Street, Suite 3400, Seattle, WA 98101 - (206) 676-4200

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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ERIC A. ZIMMERMAN, CHRISTOPHER KINYON, JAMIE L. MARQUES, JAMES B. BINDER, CARLEY ESPIRITU, HOLLI ALBERS, ALICEON A. KILTNER, CYNTHIA L. JAY, ANNELIES M. RICHIE, BRANDON K. BUSH, KATHARINE J. SNIDER, SHERRI W. HILL, LINDSEY ELAINE JORGENSEN, AMELIA G. BURRILL, JULIE R. TRUITT, JUSTIN DEAN PRICE, AMBER LYNN REESE, ALYSSA J. LOPEZ, ALEXA MANLEY, and SARAH WHITAKER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC










CDK Construction Services, Inc – Fire Station 21 - 32400017

Final Audit Report

2024-01-16


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