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The Contractor's CGL insurance shall not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.

## **@@@ Contractor's Pollution Liability Insurance (required if assessed by PC)**

The Contractor shall provide a Pollution Liability policy for pollutants that are or may be remediated on or off site covering claims, including investigation, defense, or settlement costs and expenses that involve bodily injury and property damage (including natural resources damages and loss of use of tangible property that has not been physically injured) covering:

1. Pollution conditions caused or made worse by the Contractor, including clean-up costs for a newly caused condition or a historical condition that is made worse.
2. The vicarious liability of subcontractors of any tier.

Such Pollution Liability insurance shall provide a minimum limit of liability of \$ \_\_\_\_\_ each claim with a minimum aggregate limit of 200% of each claim limit. There shall be no requirement for a dedicated project aggregate limit provided that the Contractor shall (1) cause to be submitted to the City prior to the Notice to Proceed date with its insurance certification a written statement from its authorized insurance representative that the full minimum aggregate limit is available and has not been impaired by any claims reserved on another project, and (2) thereafter, until the completion of the Work, the Contractor shall provide notice in writing to the City within ten (10) days of Contractor's constructive knowledge of any pending or actual impairment of the aggregate limit. If In-Transit Pollution Liability is required but it is not provided under the Automobile Liability per 1-07.18(1)D, then the Contractor must provide evidence of transportation coverage under the Contractor's Pollution Liability policy.

## **@@@ Umbrella or Excess Liability Insurance (required if assessed by PC)**

The Contractor shall provide minimum Excess or Umbrella Liability coverage limits of \$ \_\_\_\_\_ each occurrence in excess of the primary CGL and Automobile liability insurance limits specified in section 1-07.18(1)A and 1-07.18(1)B. The minimum total limits requirement of \$ \_\_\_\_\_ may also be satisfied with primary CGL and/or Automobile liability insurance limits or any combination of primary and excess/umbrella limits.

## **@@@ Contractor's Professional Liability (required if assessed by PC)**

The Contractor must provide evidence of Professional Liability insurance covering professional errors and omissions for construction management, value engineering, or any other non-construction professional services. Such insurance must provide a minimum limit of liability of \$ \_\_\_\_\_ each claim and may be evidenced as an extension of a CGL policy or by a separate Professional Liability policy. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, must be no later than the Notice to Proceed Date.

## **@@@ Architects and Engineers Professional Liability (required if assessed by PC)**

The Contractor and/or its Subcontractor and/or its design consultant must provide evidence of Professional Liability insurance covering design-related professional errors and omissions. Such insurance must provide a minimum limit of liability of \$ \_\_\_\_\_ each claim. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, must be no later than the Notice to Proceed Date.

**If Contractor's means and methods include the use of any watercraft or in-water work, the Contractor must maintain the following coverages, when or if applicable:**

## **@@@ United States Longshore and Harborworkers (U.S.L.&H.) Act Workers Compensation Insurance (required if assessed by PC)**

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The Contractor must maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act administered by the U.S. Department of Labor with a minimum limit of liability of \$\_\_\_\_\_.

## **@@@Jones Act Insurance (required if assessed by PC)**

If Contractor's means and methods, or the Contract requirements, include use of any divers or crews on watercraft (e.g., boat, barge, vessel) of any size, the Contractor must maintain, or cause to be maintained, evidence of insurance in compliance with the statutory requirements of the Merchant Marine Act of 1920 (the "Jones Act") with a minimum limit of liability of \$\_\_\_\_\_.

## **@@@Marine General Liability (required if assessed by PC)**

Marine General Liability covering bodily injury including wrongful death, third party property damage including loss of use thereof, premises/operations liability, products/completed operations, personal/advertising injury, contractual liability, stop gap or employer's liability (for monopolistic state projects), fire damage legal liability, action over indemnity, sudden and accidental pollution, amended exclusions for care, custody and control and watercraft liability to cover work related to this project. Coverage also to extend to cover stevedores legal liability, wharfinger's legal liability, terminal operator's liability and charterer's legal liability, when applicable. Coverage shall be on an occurrence basis and limits of liability shall not be less than \$1mil per occurrence and \$2mil in the aggregate. The General Aggregate limit is to apply separately to each project.

## **@@@Watercraft Liability or Protection & Indemnity Insurance (required if assessed by PC)**

If Contractor's means and methods, or the Contract requirements, include use of any watercraft (e.g., boat, barge, vessel) that is 26 feet or longer, the Contractor must maintain, or cause to be maintained, watercraft liability or Protection and Indemnity (P&I) insurance covering all owned or operated watercraft used in performing work and/or services related to this project. Such coverage shall be written on the SP23 (1956) Form or equivalent and shall include full collision and tower's liability, if not provided in the Hull and Machinery coverage. Coverage also to include contractual liability extension, crew liability (if not in the Maritime Employer's Liability coverage) and excess collision and tower's liability (excess of any collision and tower's liability provided in the Hull and Machinery coverage). Minimum limit of liability of \$\_\_\_\_\_. Such insurance must include the City of Seattle as an additional insured for primary and noncontributory limits of liability. Any "as owner" or "other than owner" limitations of liability are to be deleted or amended not to apply to project owner. Navigation warranties shall be sufficient to cover the work performed under this contract.

## **@@@Charterer's Legal Liability --Required if contractor is borrowing (time or voyage chartering) boats/vessels (and if not included in Marine General Liability above):**

**Charterer's Legal Liability** for any chartered, leased or borrowed watercraft used in performing work and/or services related to this project. Such coverage shall include but not be limited to third party bodily injury and property damage, including damage to the chartered, leased or borrowed watercraft and including damage to cargoes carried on said watercraft. Coverage to also include pollution liability. Limit of liability shall not be less than \$\_\_\_\_\_ per occurrence.

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## **Vessel Pollution Insurance --Required if contractor is using their boats and they're motorized:**

**Vessel Pollution Insurance** covering all owned or operated watercraft used in performing work and/or services related to this project. Such coverage shall be written on the Water Quality Insurance Syndicate policy form, or equivalent, and shall include bodily injury. Limits of liability shall be in accordance with OPA90, but not less than \$\_\_\_\_\_ each occurrence. Vessel owner or operator shall also have Certificate of Financial Responsibility pursuant to OPA90, Coast Guard Regulations and State of California, as required. Any "as owner" or "other than owner" limitations of liability are to be deleted or amended not to apply to project owner. Navigation warranties shall be sufficient to cover the work performed under this contract.

**Environmental Pollution / Contractor's Pollution Liability / Pollution Liability** policy form or other policy form acceptable to owner providing coverage for liability caused by pollution conditions arising out of the operations of Contractor. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than five million dollars \$5,000,000 per claim and ten million dollars \$10,000,000 general aggregate. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including nonowned disposal sites. There shall be no exclusion for work in, on, or under water. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to Owner or any employee or agent of Owner. The policy coverage term shall be equal to the total period of construction and also provide 10 years of completed operations coverage after the project construction is complete.

## **State of Washington Statutory Workers' Compensation Insurance**

The Contractor must comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance).

### **12.1 EVIDENCE OF INSURANCE**

#### ***(DOES NOT APPLY TO STATE OF WASHINGTON STATUTORY WORKERS' COMPENSATION)***

The Contractor must deliver to the Owner, as soon as practicable, certification of insurance meeting the requirements set forth herein. The certification of insurance must include the following:

1. An ACORD certificate or equivalent form fully disclosing all coverages and limits of liability maintained.
2. A copy of the additional insured endorsement or blanket additional insured language to the Commercial General Liability and (if required) Pollution Liability insurance documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability and (if required) Products and Completed Operations Additional Insured; A statement of additional insured status on an ACORD or other form of certificate of insurance will not satisfy this requirement.
3. A copy of each policy's declarations page and schedule of forms and endorsements.
4. Any other policy language or endorsements that documents compliance with the requirements herein, including CA 99 48 and MCS-90 endorsements.
5. Should any insurance policy neither be issued nor delivered to the named insured Contractor at the time it delivers the signed Contract for the Work, the Contractor must deliver and maintain on file with the City binders of insurance evidencing compliance with the requirements herein. As soon as

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practicable after delivery of the policy(ies), the Contractor must deliver the certification specified in paragraphs 2., 3. and 4. above.

At any time upon the Owner's request, the Contractor must forward to the Owner a true and certified copy of any insurance policy(s).

This paragraph 12 must survive the expiration or earlier termination of this Contract.

## 13. PREVAILING WAGES

This Contract is subject to the prevailing wage requirements of Chapter 39.12 RCW (as amended). NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT MUST BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. **The schedule of prevailing wage rates for the Contract is made a part of this Contract for @@COUNTYNAME County and as set forth by the Department of Labor and Industries and the effect date must be the date the Agreement Form is fully executed.** Prior to making any payment under this Contract, the Owner must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries.

It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor must be responsible for all filing fees. Each invoice must include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor must submit an "Affidavit of Wages Paid" to PC.

### 13.1 PAYROLL REPORTS

Payroll reports for the Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed must be submitted weekly via an on-line reporting portal <http://www.LCPtracker.net>. The Contractor must be responsible for approving electronically the payrolls submitted by all Subcontractors. Payroll reports must be in accordance with Section 1-07.9(1) of the City of Seattle Standard Specifications for Road, Bridge and Municipal Construction (current edition).

## 14. CONTRACT DOCUMENTS AND MODIFICATION

This Contract, together with the Attachments and **the City of Seattle Standard Plans and Specifications for Road, Bridge and Municipal Construction (current edition)**, applicable standards and codes represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument properly signed by both parties hereto.

## 15. LIQUIDATED DAMAGES

Liquidated Damages does not apply to Emergency Work.

## 16. PAYMENT AND PERFORMANCE BOND

The successful Firm must provide an original, executed Payment & Performance Bond for the awarded Contract Price. **For contracts one hundred fifty-thousand or less, pursuant to Chapter 39.08.010 RCW, the Contractor may elect to retain 10% of the monies earned by the contract in lieu of Payment and Performance Bond and retainage by selecting this option on the Agreement form.** If a Payment and Performance bond applies, it must:

1. Be on a form provided by the Owner;
2. Be signed by an approved Surety (or Sureties) that:



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- a. Is registered with the Washington State Insurance Commissioner,
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
  - c. Has a current rating of at least A-VII in A.M. Best's Key Rating Guide or is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).
3. The Owner may require the Surety (or Sureties) named on the Payment and Performance Bond to appear and qualify itself whenever the Owner deems the Surety (or Sureties) to be inadequate. In such case, the Owner may require upon written demand that the Contractor furnish additional Surety to cover any remaining emergency Work. Until the added Surety is furnished, payment on the Contract will stop.

## 17. RETAINAGE

- A. Pursuant to Chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on progress estimates during the progress of the Work, a sum equal to five percent (5%) of the monies earned by the Contractor. For contracts one hundred fifty-thousand or less, pursuant to Chapter 39.08.010 RCW, the Contractor may elect to retain 10% of the monies earned by the contract in lieu of Payment and Performance Bond and retainage. Such retainage must be used as a trust fund for the protection and payment of:
1. Claims by the State with respect to taxes imposed pursuant to Title 82 RCW that may be due from such Contractor; and
  2. The claims of any person or persons, mechanic, Subcontractor or Materialperson who must perform any labor under such Contract or the doing of said Work, and all persons who must supply such person or persons or Subcontractors with provisions or Supplies for carrying on such Work.
- B. Monies reserved under provisions of Chapter 60.28 RCW must, at the option of the Contractor, be:
1. Retained in a non-interest bearing fund by the Owner; or
  2. Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved by the Owner under the provisions of a public improvement contract must be paid to the Contractor; or
  3. Placed in escrow with a bank or trust company by the Owner. When the monies reserved are to be placed in escrow the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check must be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow. Interest on the bonds and securities may be paid to the Contractor as the interest accrues.
  4. Contractor may opt to submit a bond in lieu of retained funds.
- C. Retainage will not be reduced for any reason below the minimum limit provided by law.
- D. The Contractor must designate the option desired on the Agreement Form at the time the Contractor executes the Contract with the Owner. The option selected must be considered part of the Contract. If the Contractor chooses option 2 or 3 in Section A of the Agreement form or the 10% retainage option in Section B, the Contractor must assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further assumes all risks in connection with the investment of the retained percentages in securities.
- E. Release of retained percentage will be made 60 days following the Completion Date pursuant to the provisions of Chapters 39.12 RCW, 39.76 RCW, and 60.28 RCW provided the following conditions are met:
1. On Contracts totaling more than \$35,000.00 (excluding tax), a release has been obtained from the Washington State Department of Revenue (RCW 60.28.051).
  2. No claims, as provided by law, have been filed against the retained percentage (RCW 60.28.021).

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3. Affidavit of Wages Paid is on file with PC for the Contractor, each Subcontractor regardless of tier, and for any other individual or firm covered under Chapter 39.12 RCW.
4. In the event one or more claims are filed, the Contractor will be paid such retained percentage less an amount sufficient to pay such claims together with a sum determined by the Engineer sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

## 18. SUBCONTRACTOR

### 18.1 SUBCONTRACTOR RESPONSIBILITY

Work must not be subcontracted, regardless of tier, without written consent of the Engineer. Each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification must include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in items (1) through (4) above on Page 1 and possess an electrical Contractor license, if required by Chapter 19.28 RCW, or an elevator Contractor license, if required by Chapter 70.87 RCW.

### 18.2 SUBCONTRACTOR INSURANCE

Contractor must contractually require that each subcontractor of every tier maintain at a minimum the insurance coverages specified in paragraph 12 above, as applicable to their scope of Work, and include the City of Seattle as an additional insured for primary and non-contributory limits of liability.

### 18.3 SUBCONTRACTOR PAYMENT REPORTING REQUIREMENTS

The Contractor must submit Subcontractor Payment Reports electronically through B2Gnow at: <https://seattle.diversitycompliance.com/>

- a. The first Subcontractor Payment Report must be submitted no later than the 15th of the first month after the date specified in the Notice to Proceed.
- b. Subsequent monthly Subcontractor Payment Reports must be submitted by the 15th day of every month thereafter. When no work is performed during a reporting period, the Contractor must submit monthly report(s) indicating that no work was performed.
- c. The last Subcontractor Payment Report must be marked as "Final" and must be submitted no later than 30 Days after the Physical Completion Date. The final report must list the name of and dollar amount paid to each Subcontractor and Supplier utilized by the Contractor. The Owner will not establish the Completion Date until the completed final Subcontractor Payment Report Form has been received.
- d. A sample of the form may be included in the Appendix section of the Project Manual but this form is submitted through an online reporting website listed above.
- e. The Contractor must require each Subcontractor and Supplier to register on the City's Business Registration website, if not currently registered (this is a one-time registration process for each Subcontractor and Supplier): <http://www2.ci.seattle.wa.us/VendorRegistration/>. Contractors may use this website to look up whether the Subcontractors or Suppliers are registered or not. The Subcontractors and Suppliers must register themselves.

## 19. COMPLETION

The Contractor must perform all the obligations under the Contract before the Completion Date can be established. A Certificate of Completion for the Emergency Work issued by the Owner will establish the Completion Date and certify the Emergency Work as complete. The following must occur before the Completion Date can be established, and the final Contract price calculated:

1. The physical Emergency Work on the Project site must be complete; and

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2. The Contractor must furnish all documentation required by the Contract or required by law, necessary to allow the Owner to certify the Contract as complete.
3. The Contractor must submit the final Subcontractor Payment Report Form online in accordance with section 18.

The issuance of a Certificate of Completion will not constitute acceptance of unauthorized Emergency Work or defective Emergency Work or Material.

The Contractor agrees that establishment of the Completion Date must not relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim of loss resulting from the failure of the Contractor, a Subcontractor of any tier, or any other person who provides labor, Supplies, or provisions for carrying out the Emergency Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

Failure of the Contractor to perform any or all of the Contractor's obligations under the Contract must not bar the Owner from unilaterally certifying the Contract complete so the Engineer may calculate a Final Contract Price.

## 20. GENERAL PROVISIONS

- A. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the Superior Court of King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned court.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Owner and the Contractor agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and effect of the invalid or unenforceable provision.
- C. **Non-waiver.** Any failure by the Owner to enforce strict performance of any provision of the Agreement will not constitute a waiver of the Owner's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned without the Owner's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in the Quote Form.

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<b>SECTION 3: PRICING</b>
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Based on the request from the Department, the Scope of Work listed in Section 1 and the Terms and Conditions listed in Section 2 is summarized as follows:

- LUMP SUM (Not to Exceed)**
- Schedule of Values Attached (if selecting a Lump Sum contract, you may include a separate schedule of values – delete Force Account option below)
- Force Account (if paying by Force Account – must be Lump Sum Not to Exceed – delete SOV option above)

<b>Lump Sum Amount</b>	
<b>INCLUDE TRENCH SAFETY SYSTEMS IF REQUIRED BY RCW 39.04.180, OTHERWISE MARK NA</b>	
Trench Safety Systems	
Applicable State Sales Tax ([XX] %)	
<b>Total Amount Including Tax</b>	

**UNIT PRICES**

Item	Item Description	Est. Qty.	Units	Unit Price	Unit Price Extension

*check if additional pages attached*

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## Unit Price Summary:

Base Quote (Items 1 through <b>XX</b> , inclusive)	
<b>INCLUDE TRENCH SAFETY SYSTEMS IF REQUIRED BY RCW 39.04.180, OTHERWISE MARK NA</b>	
Trench Safety Systems	
Applicable State Sales Tax ( <b>XX</b> %)	
Total Amount Including Tax	

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**SECTION 4: AGREEMENT**

## SUBCONTRACTING

It is the City of Seattle’s position that utilization of Women and Minority Owned Businesses (WMBEs) for subcontracting opportunities on public works projects does not yet fully reflect equitable participation by all available firms. It is the City’s desire to increase WMBE utilization and diversity on public works projects, including emergency Work.

When any public work is estimated to cost \$300,000 or more, it is the City’s expectation, that a Contractor extends subcontracting opportunities to underutilized subcontractors, including WMBEs. The Owner reserves the right to make suggestions to enhance utilization of subcontractors on any public works project.

As the preferred Contractor for this Emergency Work please list all subcontracting scopes, firms, with the respective values and percentage of this Quote, and ethnicities in the table below:

Scope/ Labor Category	Firm Name	Dollar Value	% of Quote	Ethnicities
Total Dollars				
Total Contract Percentage				

By signing this statement I acknowledge that this commitment to subcontracting and that I will comply with payment and payroll reporting requirements as specified in this contract. If any subcontractor listed above is not approved, unable, or fails to the perform Work, I will notify the Owner and work out a plan to replace any WMBE firm.

\_\_\_\_\_

Signed

\_\_\_\_\_

Dated

\_\_\_\_\_

Title

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## AGREEMENT FORM

In witness whereof, the parties have executed this Agreement and it must become effective upon execution by the Owner.

Contractor must declare option for management of statutory retained percentage of this Contract by checking applicable boxes below. For contracts \$150,000 or less (before tax), the Contractor may choose from Section A or B below. For contracts valued at \$150,000 or more (before tax) the Contractor may only choose from Section A.

### Section A (Payment & Performance Bond required):

- Contractor elects to submit a bond in lieu of retained funds.
- Contractor hereby elects to have the retained percentage (5%) of this Contract held in a non-interest bearing fund by The City of Seattle until sixty (60) days following the Completion Date.
- Contractor hereby elects to have The City of Seattle invest the retained percentage of the Contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.011, .021 and .051. CONTRACTOR hereby designates:

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address including City, State and Zip Code

as the repository for the escrow of said funds. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Seattle must not be liable in any way for any cost or fees in connection therewith.

### Section B (Contracts awarded for less than \$150,000 ONLY):

- Contractor elects to hold 10% of the contract value in lieu of Payment & Performance Bond & retainage for Contracts \$150,000.00 and under in accordance with RCW 39.08.010. Select option below
  - Contractor hereby elects to have the retained percentage of this Contract held in a non-interest bearing fund by The City of Seattle until sixty (60) days following the Completion Date.
  - Contractor hereby elects to have The City of Seattle invest the retained percentage of the Contract from as such retained percentage accrues and in accordance with RCW 60.28.011, .021 and .051. CONTRACTOR hereby designates:

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address including City, State and Zip Code

as the repository for the escrow of said funds. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Seattle must not be liable in any way for any cost or fees in connection therewith.

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**CONTRACTOR:** @@@Contractor Name Here

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF SEATTLE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: Liz Alzeer

Title: Director, Purchasing and Contracting