



Escrow No. _____
(provided by Bank)
Project Title _____
Bid No. _____
Public Body City of Bellevue
Contracting Services Division
P.O. Box 90012
Bellevue, WA 98009
Est. Completion Date: _____

ESCROW AGREEMENT

TO: _____

This Escrow Agreement is for the investment of the retained percentages of the above contract in accordance with RCW 60.28.010 et seq.

The Undersigned, _____, hereinafter referred to as the Contractor, has directed the City of Bellevue, hereinafter referred to as the Public Body, to deliver to you its warrants, checks or drafts which shall be payable to you and the Contractor jointly. Such warrants, checks or drafts are due to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The moneys from all such warrants, checks or drafts received hereunder shall be used by you to purchase bonds or other securities selected by the Contractor and approved by the Public Body. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction otherwise conforms with the restrictions on investments recited herein. The Contractor, subject to express written approval of the Public body may select other bonds or securities, except stocks.
2. The investments selected by the Contractor, approved by the Public Body and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof. After the completion date of the contract, you shall not be required to invest the money held by you and derived from the sale or redemption of matured investments until authorized to do so by the Contractor and the Public Body, which authorization shall include the completion of the extension.
3. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
4. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the Public Body's warrants) except in accordance with written instructions form the Public Body. Compliance with such instructions shall relieve you of any further liability related thereto.

5. In the event the Public Body orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you, hereunder, to the Public Body.
6. The Contractor agrees to pay you for your services hereunder compensation in accordance with your published schedule for Escrow Fees - Public Works Contracts. Payments of all fees shall be the sole responsibility of the contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Public Body directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extra-ordinary services from the contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
7. This agreement shall not be binding until executed by the Contractor and the Public Body and accepted by you.
8. This instrument contains the entire agreement between you, the contractor and the Public Body with respect to this escrow, and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be found by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided, you shall not be liable for any loss or damage not caused by our own negligence or willful misconduct. The foregoing provisions shall be binding upon the assigns, successors, personal representatives or heirs of the parties hereto.
9. The City its officer, employees or agents, shall have the right to request, and the bank shall provide a statement of the account balance within five days of such request.

The undersigned have read and hereby approve the instructions as given above governing the administration of the escrow and do hereby execute this agreement on this _____ day of _____, 20__.

Contractor _____

Public Body City of Bellevue

By _____

Contracting Services

Title: _____

Approved as to form:

Address _____

Low M. Riordan

Deputy City Attorney

Tax ID No. _____

Phone No. _____

The above escrow agreement received and accepted this _____ day of _____, 20__

By: _____
Signature of Bank Representative