

AGREEMENT

This agreement (the "AGREEMENT") is made this _____ of November 2025, by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and OMA Construction doing business as a Corporation duly licensed to conduct business in the State of Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

- | | |
|-------------------------------------|---|
| (A) Notice of Call for Bids | (I) Special Conditions |
| (B) Instructions to Bidders | (J) Performance & Payment Bond |
| (C) Project/Bid Proposal | (K) Insurance Requirements |
| (D) Bid Bond | (L) Plans & Specifications and/or
Technical Specifications |
| (E) AGREEMENT | (M) Bid Award Letter |
| (F) General Conditions | (N) Drawings |
| (G) Supplemental General Conditions | (O) Change Order |
| (H) Addenda | |

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. The CONTRACTOR will perform the Kayak Point Day Use – Phase 2 Bid # PW-25-0495SB (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS upon written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK within two hundred thirteen (240) calendar days from receipt of the NOTICE TO PROCEED, unless the period for completion is otherwise extended in accordance with the CONTRACT DOCUMENTS.
4. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS, BASE BID PLUS ALTERNATES 2-5, for the sum of Three Million - Six Hundred and Five Thousand Dollars and 00/100. (\$3,605,000.00) plus applicable Washington state sales tax.

Bid on Public Work Over \$40,000

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The CONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the COUNTY, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

10. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
11. **Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. Title VI (Federal) Non-discrimination

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the day and year first written above, and the OWNER has caused this instrument to be executed by, and in the name of Snohomish County, the day and year first written below.

SNOHOMISH COUNTY

CONTRACTOR

By _____
Purchasing Manager Date

By _____ 11/14/2025
Signature of Company Officer Date

Brandon Akers; Vice President

Printed Name and Title

Approved as to form:

Deputy Prosecuting Attorney Date

OMA Construction, Inc.

Contractor Name

Bid on Public Work Over \$40,000

Exhibit A

INSURANCE REQUIREMENTS

No Limitation. CONTRACTOR's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the insurance to the additional insured, or the COUNTY's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance and Limits

CONTRACTOR shall obtain insurance of the types described below:

1. Commercial General Liability insurance with limits no less than \$3,000,000 each occurrence, \$4,000,000 aggregate. Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from Premises Operations, Products-Completed Operations, Personal Injury/Advertising Injury, and Liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage.
2. Automobile Liability insurance covering Any Auto (Symbol 1) with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form, providing equivalent liability coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk (Applicable Not Applicable) insurance covering interests of the COUNTY, the CONTRACTOR, subcontractors, and sub-subcontractors in the WORK in the amount of the completed value of the WORK with no coinsurance provisions. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage for physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. Deductibles for flood and earthquake perils may be accepted by the COUNTY upon written request by the CONTRACTOR and written acceptance by the COUNTY. Any increased deductibles accepted by the COUNTY will remain the responsibility of the CONTRACTOR. The Builders Risk insurance shall be maintained until final acceptance of the WORK by the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk (if applicable) insurance:

1. 'Snohomish County, its officers, elected officials, agents and employees' shall be named as additional insured including Products-Completed Operations. An Additional Insured Endorsement must be attached to the Certificate of Liability Insurance. The following Additional Insured Endorsements are acceptable: an ISO standard CG 20 10 Owners, Lessees, Contractors – Scheduled Person or Organization AND CG 20 37 Owners, Lessees, Contractors – Completed Operations, or their equivalent.
2. Insurance placed with insurers with a current A.M. Best rating of not less than A:VII.
3. The CONTRACTOR's insurance coverage shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance coverage maintained by the COUNTY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The COUNTY reserves the right to approve all deductibles and to receive a certified copy of insurance policies.
4. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

C. Contractor's Insurance for Other Losses

The CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CONTRACTOR's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

D. Waiver of Subrogation

The CONTRACTOR and the COUNTY waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance (if applicable) or other property insurance obtained pursuant to the Insurance Requirements provisions of this CONTRACT or other property insurance applicable to the WORK. The policies shall provide such waivers by endorsement or otherwise.

E. Verification of Coverage

CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the Additional Insured Endorsements, evidencing the compliance with the required insurance by the CONTRACTOR before commencement of the WORK.

Before any exposure to loss may occur, the CONTRACTOR shall file with the COUNTY a copy of the Builders Risk insurance policy (if applicable) that includes all applicable conditions, exclusions, definitions, terms and endorsements related to the WORK.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

CONTRACTOR shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the CONTRACTOR (with the exception of Builders Risk insurance, if applicable). At the request of the COUNTY, the CONTRACTOR shall provide evidence of such insurance.

PERFORMANCE, PAYMENT & WARRANTY BOND
RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that, _____ doing
(Name of Contractor)
business as an _____ and licensed to do business in the State of
(Individual, Partnership, or Corporation organized under the laws of the State of)
Washington as a contractor, as PRINCIPAL, and _____ as a
(Name of Surety)
corporation organized under the laws of the State of _____ and authorized to transact business
(if not corp. explain _____)
in the State of Washington as a surety, as SURETY, their heirs, executors, administrators, successors
and assigns, are jointly and severally held and bound unto the COUNTY of Snohomish, Washington,
hereinafter called COUNTY, for payment in the sum of _____ Dollars
(\$_____). Surety agrees that in all matters relating to this obligation, that surety is bound by
the laws of the State of Washington and that surety is subject to the jurisdiction of the State of
Washington.

THE CONDITION OF THIS OBLIGATION IS THAT: WHEREAS, on the ____ day of _____, 20__,
the PRINCIPAL executed a contract with the COUNTY for

Project Name: _____
Project Number: _____ Bid Number: _____

WHEREAS, the PRINCIPAL, in the terms, conditions and provisions of the contract, agreed to furnish
all material and do certain work, to-wit: that the PRINCIPAL will undertake and complete the project
identified above according to the maps, plans, specifications and other documents made a part of
said contract, which contract as so executed, is attached hereto, and by this reference is incorporated
herein and made a part hereof as fully for all purposes as if set forth at length.

NOW, THEREFORE, if the PRINCIPAL shall faithfully and truly observe and comply with the terms,
conditions, and provisions of said contract in all respects and shall well and truly and fully do and
perform all matters and things undertaken to be performed under said contract, upon the terms
proposed therein, and within the time prescribed therein, and until the same is accepted by the
COUNTY, and shall pay all laborers, mechanics, subcontractors and material persons, and all persons
who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of
such work, and shall in all respects faithfully perform said contract according to law, then this
obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this ____ day of _____, ____.

PRINCIPAL
Name: _____

By: _____
(Signature of Authorized Rep.)

Address: _____

(Typed Name of Authorized Rep.)

Title: _____

SURETY

Name: _____
(Attorney-in-fact for SURETY*)

By: _____

Name/Address of Local Office or Agent

(Typed name of Attorney-in-Fact)

ACCEPTED: SNOHOMISH COUNTY

By: _____
Purchasing Manager

Date: _____

Approved as to form:

By: _____
Deputy Prosecuting Attorney

Date: _____

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.

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

(REFERENCE - CHAPTERS 60.28 AND 39.12 RCW)

Project Name: Kayak Point Phase 2 # PW-25-0495SB

I hereby elect to have the retained percentage of this contract: (Choose One)

A. FUNDS TO BE HELD BY AGENCY:

Retained in a fund by the County for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Date: _____ Signed: _____

B. FUNDS TO BE PLACED IN SAVINGS ACCOUNT:

Deposited by the County in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW. Interest on such account shall be paid to the Contractor.

If this option is selected, complete an "Assignment of Savings" or the attached "Time Deposit Escrow Retained Percentage Holding Account" form.

Date: _____ Signed: _____

C. FUNDS TO BE PLACED IN AN ESCROW ACCOUNT CHOSEN BY CONTRACTOR:

Placed in escrow with _____
(designate a bank or trust company) by the County until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Submit 3 signed escrow agreements from your bank and attach to this option form.

When the monies reserved are to be placed in escrow, the County shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the County and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

I further agree 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 County shall not be liable in any way for any costs or fees in connection therewith.

Date: _____ Signed: _____

C. BOND IN LIEU OF RETAINAGE:

Effective until sixty (60) days following completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

Date: 11/14/2025 Signed: _____

**ASSIGNMENT OF SAVINGS OR TIME DEPOSIT ESCROW
RETAINED PERCENTAGE HOLDING ACCOUNT**

The undersigned _____ hereby referenced to as "Contractor" has directed SNOHOMISH COUNTY herein referred to as "Agency" to deliver its warrants or checks payable to _____, hereinafter the "Bank" and the Contractor jointly. Such warrants or checks shall be deposited to Account # _____ as an Escrow Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

_____ SNOHOMISH COUNTY _____	
Contractor	Agency
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Date: _____	Date: _____

_____ **Bank** _____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



SNOHOMISH COUNTY
ESCROW AGREEMENT INSTRUCTIONS

Attached are three escrow agreements to be completed by your company and forwarded to your escrow agent for completion and retention as follows:

- 1) Have the escrow agent retain one completed signed agreement
- 2) Retain one completed agreement for your files
- 3) Return the third completed agreement to:

Contact Name: _____

Dept/Division: _____

Address: _____

If you have any questions, contact _____ at (425) ____-____, ext. ____.

****County Departments: Please send copy of completed agreement to Finance c/o Accounting Analyst.***



Contract No.: _____

Public Body: Snohomish County

Project Name: _____

Completion Date: _____

Escrow No.: _____

ESCROW AGREEMENT

TO: _____ ESCROW AGENT
(ESCROW AGENCY AND BRANCH)

ESCROW AGENCY

ADDRESS

CITY

WASHINGTON _____
ZIP CODE

This Escrow Agreement is for the investment of the retained percentages of the above contract in accordance with Chapter 38, Laws of 1970, amending RCW 60.28.011, 60.28.030 and 60.28.050.

The Undersigned, _____, hereinafter referred to as the Contractor, has directed Snohomish County, 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 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 before 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 date 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 the written instructions from 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 and hereunder compensation in accordance with your published schedule of Escrow Fees - Public Works Contracts. Payment 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 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 extraordinary 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 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 your own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

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

_____ Snohomish County

 (Contractor) (Public Body)

By _____
(Title)

_____ (Address) _____ (Date)

_____ (City, State, Zip code)

_____ (Tax Identification No.)

The above escrow instructions received and accepted this _____ day of _____, 20____.

_____ ESCROW AGENT

By _____ AUTHORIZED OFFICER

SNOHOMISH COUNTY
RETAINAGE BOND
(Bond In Lieu of Retainage - RCW 60.28)

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____
a corporation organized under the laws of the State of _____ and registered to
do business in the State of Washington as a contractor, as Principal, and _____
_____ a corporation organized under the laws of the State of _____ and
registered to transact business in the State of Washington as surety, as Surety, their heirs, executors,
administrators, successors and assigns, are jointly and severally held and bound to the County of
Snohomish, Washington, hereinafter called COUNTY, and are similarly held and bound unto the
beneficiaries of the trust fund created by RCW 60.28, in the sum of five percent (5%) of all amounts
earned by the Principal on the contract described below.

THE CONDITIONS OF THIS BOND OBLIGATION ARE THAT:

WHEREAS, on the _____ day of _____, 20____, the Principal executed a contract with the COUNTY
for:

Project Name: _____

Contract Number _____; and

WHEREAS, said contract and RCW 60.28 require the COUNTY to withhold from the Principal the sum
of five percent (5%) from monies earned by the Principal on estimates during the progress of the
construction, hereinafter referred to as earned retained funds;

AND WHEREAS, the Principal has requested that the County not retain any earned retained funds as
allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the surety is held and bound to the
COUNTY and to the beneficiaries of the trust fund created by RCW 60.28 in the sum of five percent
(5%) of the final contract cost which shall include any increases due to change orders, increases in
quantities of work, addition of new items of work, or otherwise, hereafter referred to as the final contract
cost. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund
purposes of RCW 60.28, and all trust fund purposes of RCW 60.28 have been met, 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 COUNTY.

IT IS FURTHER EXPRESSLY AGREED THAT:

1. The liability of the Surety under this bond shall not exceed five percent (5%) of the final contract cost, if no monies are retained by the COUNTY on estimates during the progress of construction.
2. The COUNTY reserves the right to resume the actual withholding of earned retained funds according to the contractor's designated option for management of Retainage under RCW 60.28.010(2). In the event the COUNTY resumes withholding of earned retained funds, the liability of the Surety under this bond shall not exceed the actual amount of the earned retained funds which have been released and are not currently held by the COUNTY.
3. The Surety hereby consents to and waives notice of any extension in the time for performance of the contract, assignment of obligations under the contract, or contract alteration, amendment, or change order.

4. Any suit under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.
5. Until written release of this obligation by the COUNTY, this bond may not be terminated or canceled by the Principal or the Surety for any reason. Any extension of time for the Principal's performance on the contract, assignments of obligations under the contract or any amendment to the contract of any kind shall not release the Surety from its obligation under this bond.
6. RCW 60.28 authorizes the COUNTY to substitute a retainage bond in lieu of ever actually retaining earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law
7. Any claim or suit against the COUNTY to foreclose the liens provided for by RCW 60.28 shall be effective against the Principal and Surety and any judgment under RCW 60.28 against the COUNTY shall be conclusive against the Principal and the Surety.

WITNESS our hands this _____ day of __, 2017.

SURETY:

PRINCIPAL:

(Name)

(Name)

Attorney-in-Factfor Surety

(Address)

(Typed Name)

(City, State, Zip Code)

(Name of Local Office or Agent)

(Signature of Authorized Representative)

(Address of Local Office or Agent)

(Typed Name of Authorized Representative)

(City, State, Zip)

(Title)

(Area Code and Phone Number)

(Area Code and Phone Number)

**ACCEPTED:
SNOHOMISH COUNTY**

PURCHASING MANAGER

DATED

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-fact.