

**RETAINAGE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ a corporation existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business, in the State of Washington as Principal, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto the State of Washington hereinafter called State, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is 5% of the Principal's bid on Contract No. \_\_\_\_\_.

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the said Principal herein executed a contract with the State of Washington, for \_\_\_\_\_

**WHEREAS**, said contract and RCW 60.28 require the State to withhold, from the Principal the sum of 5% from monies earned on estimates during the progress of the construction. hereinafter referred to as earned retained funds.

**AND NOW WHEREAS**, Principal has requested that the State 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 unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5 percent 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 State.

**PROVIDED HOWEVER** that:

1. The liability of the Surety under this bond shall not exceed 5% of the total amount earned by the Principal if no monies are retained by the State on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time period provided by applicable law.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Attorney-in-Fact, Surety

\_\_\_\_\_  
Name and Address Local Office or Agent

Approved as to form \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
Assistant Attorney General

APPROVED

WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

Secretary of Transportation

By: \_\_\_\_\_

Date \_\_\_\_\_ , \_\_\_\_\_