

**Bond No.** \_\_\_\_\_

KNOW ALL PERSONS 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 in Contract No. \_\_\_\_\_.

WHEREAS, on \_\_\_\_\_ 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% 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. 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% 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Authorized Signers Signature

\_\_\_\_\_  
Contractor's Authorized Signers Printed Name and Position

\_\_\_\_\_  
Bonding Carrier (please add any multiples above)

\_\_\_\_\_  
Signature of the Attorney-in-fact

\_\_\_\_\_  
Printed Attorney-in-fact

\_\_\_\_\_  
Bonding Agent - Company Name

\_\_\_\_\_  
Bonding Agent's Mailing Address

\_\_\_\_\_  
Bonding Agent's Mailing Address

(        )        -  
\_\_\_\_\_  
Bonding Agent's Phone Number (10 digit please)

VERIFIED AS AN  
AUTHORIZED SIGNER

BY \_\_\_\_\_ IN CAPS

APPROVED

Washington State Department of Transportation  
Secretary of Transportation

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

Date: \_\_\_\_\_

Surety Bond Number(s)

WSDOT Contract Number