

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 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