

Oregon Department of Transportation

RETAINAGE BOND

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

Contract No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS,

that \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ existing under and by virtue of the  
(Corporation, individual, partnership)

laws of the State of \_\_\_\_\_ and authorized to do business in  
the State of Oregon as principal, and

\_\_\_\_\_ as  
(Name of Surety)

Surety, are jointly and severally held and bound unto the State of Oregon,  
Department of Transportation (hereinafter referred to as Department) in the penal

sum of \_\_\_\_\_ Dollars  
(Penal Sum = Contract Amount + Change Order Amounts, x (times) 2.5%, minus \$10,000)  
(\$ \_\_\_\_\_ ) which sum represents two and one-half  
(2.5%) of the Contract Amount on Department Contract No. \_\_\_\_\_  
less \$10,000 held as cash retainage.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, the principal  
herein executed a contract with the Department for the following described  
construction project:

\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, said contract requires, and ORS 279C.570 allows, the Department  
to reserve as retainage from any progress payment an amount not to exceed five  
percent from money earned on estimates during the progress of construction, in  
protection of the Department's interests.

IN THIS CASE, the Department and principal agree to reserve as retainage 2.5%  
(two and one-half percent) of any progress payments.

WHEREAS, the Department has agreed to allow a retainage bond in lieu of earned and retained funds for amounts to be withheld in excess of the first \$10,000 retained, and such \$10,000 shall be held as cash earned retained funds.

WHEREAS, retainage shall be withheld and released in accordance with ORS 279C.555 through 279C.570. Neither final payment nor any remaining retained percentage shall become due until the principal has met all the requirements which would entitle final payment under the terms of the contract.

NOW THEREFORE, the condition of this obligation is such that the Surety is held and bound unto the Department for the aforementioned amount, which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work, so long as such increases or additions do not cause the face value of this bond to be executed.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal Signature  
(Authorized to execute bids, contracts, etc.)

\_\_\_\_\_  
Attorney-in-fact, Surety Signature

\_\_\_\_\_  
(Printed Name of Principal)

\_\_\_\_\_  
(Printed Name) Attorney-in-fact, Surety

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name & Address, Local Office of Agent

APPROVED AS TO FORM:

Dale K. Hormann  
Assistant Attorney General  
April 25, 2005

APPROVED:

\_\_\_\_\_  
ODOT Contract Administration Engineer  
Technical Services Branch - Construction Section