*CONTRACTOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*PROJECT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*PROJECT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Pursuant to RCW 60.28.011, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, Spokane County Library District (District) will hold your retainage as described in “Current Expense”, Option #1 below:*

[ ]  *1.)* ***Current Expense:*** *The District will retain the money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.*

[ ]  *2.)* ***Interest Bearing Account:*** *The District will deposit retainage in an interest bearing account in a bank, mutual saving bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed, or until agreed to by both parties. Interest on the account will be paid to you. Any fees incurred shall be the responsibility of the Contractor.*

[ ]  *3.)* **Escrow/Investments:** The District will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed*. When the moneys reserved are to be placed in escrow, the District will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. The Contractor in choosing option (3) agrees to* assume *full responsibility to pay all costs which may accrue from* escrow *services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.*

[ ]  *4.)* ***Retainage Bond:*** *The bidder shall post a retainage bond equal to 5% of the total bid price of this. If this option is chosen, the Bidder shall complete the Retainage form supplied in this document.*

With the consent of the District, the Contractor may submit a bond for all or any portion of the amount of funds retained by the District in a form and from an authorized surety insurer acceptable to the District. Such 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 this chapter. The District shall release the bonded portion of the retained funds to the Contractor within thirty days of accepting the bond from the Contractor. Whenever the District accepts a bond in lieu of retained funds from a Contractor, the Contractor shall accept like bonds from any Subcontractors or suppliers from which the Contractor has retained funds. The Contractor shall then release the funds retained from the Subcontractor or supplier to the Subcontractor or supplier within thirty days of accepting the bond from the Subcontractor or supplier.

*Retainage is normally released after final acceptance of the work by the District or following receipt of Washington State Department of Labor & Industries/Revenue/Employment Security, which ever takes longer. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.*

CONTRACTOR

Signature:

Name:

Title:

Date: