

**Bid Bond**

NOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the Principal,  
and \_\_\_\_\_, a Corporation organized and  
existing under and by virtue of the laws of the state \_\_\_\_\_ duly authorized to do  
surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County  
hereinafter called the Owner, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is  
herewith submitting his or its Bid Proposal for \_\_\_\_\_  
said Bid Proposal, by reference thereto, being hereby made a part hereof.

**NOW THEREFORE, IF THE SAID BID PROPOSAL SUBMITTED BY THE SAID PRINCIPAL BE  
ACCEPTED, AND THE CONTRACT BE AWARDED TO SAID PRINCIPAL, AND IF THE SAID PRINCIPAL  
SHALL EXECUTE THE PROPOSED CONTRACT AS REQUIRED BY THE BIDDING AND THE  
CONTRACT DOCUMENTS WITHIN THE TIME SET BY SAID DOCUMENTS, THEN THIS OBLIGATION  
SHALL BE VOID. IF THE PRINCIPAL SHALL FAIL TO EXECUTE THE PROPOSED CONTRACT, THE  
SURETY HEREBY AGREES TO PAY TO THE OWNER THE PENAL SUM AS LIQUIDATED DAMAGES.**

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

A certified copy of the Agent's  
Power-of-Attorney must be  
Attached hereto.

**Performance Bond**

**(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)**

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned \_\_\_\_\_ as  
PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_  
\_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state  
of \_\_\_\_\_ duly authorized to do surety business in the state of Oregon and named on the  
current list of approved surety companies acceptable on federal bonds and conforming with the  
underwriting limitations as published in the Federal Register by the audit staff of the Bureau of  
Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount  
as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, to pay to  
MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in  
lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated  
\_\_\_\_\_, 20\_\_\_, which Contract is hereunto annexed and made a part hereof, for  
accomplishment of the project described as follows: \_\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR  
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,  
and agreements of the aforesaid contract and having performed its obligations thereunder, then  
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under  
the Contract Documents for the project described herein, the SURETY may promptly remedy the  
default, or shall promptly complete the project in accordance with the Contract Documents and  
the project Specifications with a contractor approved by MARION COUNTY. SURETY, for  
value received, further stipulates and agrees that all changes, extensions of time, alterations, or  
additions to the terms of the Contract or Specifications for \_\_\_\_\_  
are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives

notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SURETY

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

Title: \_\_\_\_\_

Street Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
CONTRACTOR

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

Title: \_\_\_\_\_

Street Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Phone Number

**Labor and Materials Payment Bond**

**(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)**

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned \_\_\_\_\_ as  
PRINCIPAL and \_\_\_\_\_ a  
corporation organized and existing under and by virtue of the laws of the state of  
\_\_\_\_\_, and duly authorized to do surety business in the state of Oregon  
and named on the current list of approved surety companies acceptable on federal bonds and  
conforming with the underwriting limitations as published in the Federal Register by the audit staff  
of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and  
is of the appropriate class for the bond amount as determined by Best's Rating System, as  
SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
in lawful money of the United States of America, for the payment of that sum for the use and  
benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with  
MARION COUNTY dated \_\_\_\_\_, 20\_\_\_, which contract is hereunto annexed  
and made a part hereof, for accomplishment of the project described as follows: \_  
\_\_\_\_\_.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms,  
subcontractors, corporations and/or others furnishing materials for or performing labor in the  
prosecution of the Work provided for in the aforesaid \_\_\_\_\_, and any  
authorized extension or modification thereof, including all amounts due for materials, equipment,  
mechanical repairs, transportation, tools and services consumed or used in connection with the  
performance of such Work, and for all labor performed in connection with such Work whether by  
subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall  
become null and void; otherwise this obligation shall remain in full force and effect, subject,

however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the \_\_\_\_\_ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SURETY

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
CONTRACTOR

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Phone Number

