

EXHIBIT B
PAYMENT BOND FORM

Bond No.: _____
Solicitation: _____
Project Name: _____

Surety #1: _____
Surety #2 (*): _____

() If using multiple sureties*

Bond Amount No. 1: \$ _____

Bond Amount No. 2 (*): \$ _____

Total Penal Sum of Bond(s): \$ _____

We, _____, as Principal, and the above identified Surety (or Sureties), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Multnomah County the sum of (Total Penal Sum of Bond) \$ _____ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Multnomah County, the terms and conditions, drawings and project manual of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the Contract together with the drawings, and project manual , are made a part of this Payment Bond by reference, whether or not attached to the Contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms and, conditions, drawings and project manual which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety(ies):

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall

indemnify and save harmless Multnomah County, its commissioners, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Multnomah County, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__

PRINCIPAL: _____

By:

Signature

Official Capacity

Attest:

Corporation Secretary

SURETY:

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City *State* *Zip*

Phone *Fax*

EXHIBIT B

PERFORMANCE BOND FORM

Bond No.: _____
Solicitation: _____
Project Name: _____

Surety #1: _____
Surety #2 (*): _____
() If using multiple sureties*

Bond Amount No. 1: \$ _____
Bond Amount No. 2 (*): \$ _____
Total Penal Sum of Bond(s): \$ _____

We, _____, as Principal, and the above identified Surety (or Sureties), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Multnomah County the sum of (Total Penal Sum of Bond) \$ _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Multnomah County, the terms and conditions, drawings and project manual of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the Contract, together with the drawings and project manual are made a part of this Performance Bond by reference, whether or not attached to the Contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms and conditions, drawings and project manual which are set forth in the Contract and any attachments and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the

Sureties, and shall indemnify and save harmless Multnomah County, its commissioners, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Multnomah County be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__

PRINCIPAL: _____

By:

Signature

Official Capacity

Attest:

Corporation Secretary

SURETY:

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

<hr/>		
<i>Address</i>		
<hr/>		
<i>City</i>	<i>State</i>	<i>Zip</i>
<hr/>		
<i>Phone</i>	<i>Fax</i>	

EXHIBIT B

STATUTORY PUBLIC WORKS BOND

Surety Bond No.: _____

CCB # (if applicable): _____

We,

_____,
as

Principal, and _____,
a corporation qualified and authorized to do business in the State of Oregon, as surety,
are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon
Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000)
lawful money of the United States of America to be paid as provided in ORS chapter
279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly
to be made, we bind ourselves, our heirs, personal representatives, successors and
assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named Principal wishes to be eligible to work on public works
project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws
2005, chapter 360, and is, therefore, required to obtain and file a statutory public works
bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to
the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set
forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said Principal
with regard to all work done by the Principal as a contractor or Subcontractor on public
works project(s), shall pay all claims ordered by BOLI against the Principal to workers
performing labor upon public works projects for unpaid wages determined to be due, in
accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360,
and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force
and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to
workers performing labor upon public works projects in accordance with ORS chapter
279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the
aggregate of any and all claims which may arise hereunder shall in no event exceed the
amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the Principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the Principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the Principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day
of _____, 20____

Surety by:
Principal by:

_____(Seal)

Company Name

Name_____

Signature_____

Title (e.g. Attorney-in-Fact)

Address

City State Zip

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**