

Beaver Slough Drainage District
C3P 2017 Infrastructure Improvements Project
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

as PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY, and jointly and severally held and bound unto the Beaver Slough Drainage District, Coquille, Oregon, the OBLIGEE herein, in the

sum of _____ (dollars) (\$) _____ for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND, NUMBER _____, IS SUCH THAT

WHEREAS, _____
(Contractor)

the PRINCIPAL herein, on the _____ day of _____, 20____ entered into a contract with the OBLIGEE which Contract Documents generally consist of the Contract, Invitation to Bid, Instructions to Offeror's, Bid Schedule, Bid Bond, Performance and Payment Bonds, Certificates of Insurance, General Conditions, Specifications, and Plans all as incorporated herein by reference and made a part hereof, whereby said PRINCIPAL undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions set forth in said contract documents; and to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, and the treasurer of the State of Oregon; and to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said Work, as set out more fully in said Contract Documents; and to do and perform all things in said Contract Documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, local, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and workmen's compensation insurance or equivalent, and social security and unemployment compensation, to them and to the subcontractor(s), or to their assigns, on or about said work; and shall, commencing with the date hereof and continuing for one year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEE, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said contract undertaken, and as by law: local, state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

- (a) All material persons, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such Work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations

having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.

(c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(d) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things by him undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEE, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and make payment to any person, co partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incidental to sickness or injury to the employees of such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL by the laws of this state.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed on, this _____ day

of _____, 20____

_____(SEAL)
PRINCIPAL

_____(SEAL)
WITNESSES:

_____(SEAL)
SURETY

The attorney-in-fact, who executes this bond in behalf of the surety company, must attach a copy of a power-of-attorney as evidence of the authority of the signer.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

as PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY, and jointly and severally held and bound unto the Beaver Slough Drainage District, Coquille, Oregon the OBLIGEE herein, in the

sum of _____ (dollars) (\$) _____ for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND, NUMBER _____, IS SUCH THAT

WHEREAS, _____
(Contractor)

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NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and workmen's compensation insurance or equivalent, and social security and unemployment compensation, to them and to the subcontractor(s), or to their assigns, on or about said work; and shall, commencing with the date hereof and continuing for one year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEE, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said contract undertaken, and as by law: local, state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

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(b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.

(c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(d) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things by him undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEE, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and make payment to any person, co partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incidental to sickness or injury to the employees of such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL by the laws of this state.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed on, this _____ day
of _____, 20____

_____(SEAL)
PRINCIPAL

_____(SEAL)
WITNESSES:

_____(SEAL)
SURETY

The attorney-in-fact, who executes this bond in behalf of the surety company, must attach a copy of a power-of-attorney as evidence of the authority of the signer.