

**STATE OF OREGON  
DESIGN-BUILD  
PAYMENT BOND FORM**

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

Solicitation No.: \_\_\_\_\_ Key Number. \_\_\_\_\_

Project Name: \_\_\_\_\_

\_\_\_\_\_ (Surety No. 1) Bond Amount: \$ \_\_\_\_\_

\_\_\_\_\_ (Surety No. 2)\* Bond Amount: \$ \_\_\_\_\_

\*If using multiple Sureties

Total Penal Sum of Bond: \$ \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above-identified Surety(ies), 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 the State of Oregon 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 the State of Oregon for the provision of both design and construction of certain public improvements, comprised of the Contract Documents, as defined in the **DB General Provisions** (collectively referred to hereafter as the "Contract"); and

**WHEREAS**, the terms and conditions of the Contract are incorporated herein and made a part of this Payment Bond by reference as if fully set forth herein; and

**WHEREAS**, the Principal has agreed to perform the Contract in accordance with the Plans, Specifications, and conditions of the Contract as it may be modified from time to time by Change Order or otherwise to add or modify the Work to be performed, the conditions of Work, payment terms, the Contract Amount, or Contract Time, notice of any such additions or modifications hereby being waived by the Surety(ies):

**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 Design-Builder 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 Surety(ies), and shall indemnify and save harmless the State of Oregon and the Oregon Transportation Commission, and members thereof, their officers, employees and agents, against any direct or indirect damages and claims 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, and shall in all respects perform said Contract according to

**Oregon Department of Transportation**

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Law, 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 the State of Oregon or the Oregon Transportation Commission be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which are hereby 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\_\_

**NAME OF PRINCIPAL:** \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title

**NAME OF SURETY No. 1:** \_\_\_\_\_

BY ATTORNEY-IN-FACT:  
[Power-of-Attorney must accompany each surety bond]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Oregon Department of Transportation

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Address

City

State

Zip

Telephone Number

Fax Number

**\* NAME OF SURETY No. 2:** \_\_\_\_\_

BY ATTORNEY-IN-FACT:  
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Telephone Number

Fax Number