

1 **PRIVATE WORK IN PUBLIC RIGHT-OF-WAY PERFORMANCE BOND**

2 **Bond No.** \_\_\_\_\_

3  
4 Know all men and women by these presents, that we, (1) \_\_\_\_\_  
5 as principal, and we (2) \_\_\_\_\_, as surety, qualified and  
6 authorized to do business in the state of Oregon are held and firmly bound unto the City of Beaverton, Oregon, a  
7 municipal corporation, in the sum of (3) \_\_\_\_\_  
8 \_\_\_\_\_ (\$ \_\_\_\_\_)  
9 lawful money to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly  
10 and severally, firmly by these presents.

11 **PERMIT #**  
12 **THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:** **FC** \_\_\_\_\_

13 **WHEREAS, THE CITY OF BEAVERTON IS PREPARED TO ISSUE TO THE ABOVE-NAMED**  
14 **PRINCIPAL, A PERMIT FOR PRIVATE WORK IN THE PUBLIC RIGHT-OF-WAY AT [LOCATION &**  
15 **DESCRIPTION OF WORK] (4) \_\_\_\_\_,**  
16 **AND THE PERMIT REQUIRES THAT THE WORK, INCLUDING RESTORATION OF PUBLIC & PRIVATE**  
17 **IMPROVEMENTS, BE PERFORMED IN ACCORDANCE WITH CERTAIN STANDARDS AND**  
18 **SPECIFICATIONS AS ARE REFERENCED ON THAT PERMIT AND IN ACCORDANCE WITH ANY**  
19 **CONDITIONS UNIQUE TO THIS PERMIT AS THE CITY MAY IMPOSE, A COPY OF WHICH**  
20 **APPROVAL IS ATTACHED HERETO, AND IS HEREBY REFERRED TO AND MADE A PART HEREOF;**  
21 **AND**

22 **WHEREAS, IT IS EXPRESSLY UNDERSTOOD THAT PRINCIPAL IS PERFORMING THIS WORK**  
23 **TO THE SPECIFICATIONS AND STANDARDS PUBLISHED BY THE CITY ENGINEER AND ADOPTED**  
24 **BY THE BEAVERTON CITY COUNCIL AND IT IS FURTHER UNDERSTOOD THAT SAID PRINCIPAL**  
25 **WILL COMPLETE THE WORK TO THE SATISFACTION OF THE CITY'S ENGINEER.**

26 **NOW, THEREFORE, IF THE PRINCIPAL HEREIN SHALL FAITHFULLY AND TRULY OBSERVE**  
27 **AND COMPLY WITH THE TERMS, CONDITIONS AND PROVISIONS OF SAID APPROVAL UPON THE**  
28 **TERMS PROPOSED THEREIN AND WITHIN THE TIME PRESCRIBED THEREIN, OR AS EXTENDED AS**  
29 **MAY BE AGREED IN WRITING FOR GOOD AND SUFFICIENT CAUSE; AND SHALL PROMPTLY PAY**  
30 **ALL LABORERS, MECHANICS OR SUBCONTRACTORS AND MATERIALMEN, AND ALL PERSONS**  
31 **WHO SHALL SUPPLY SUCH LABORERS, MECHANICS OR SUBCONTRACTORS WITH MATERIAL,**  
32 **SUPPLIES OR PROVISIONS FOR CARRYING ON SUCH WORK, AND ALL JUST DEBTS, DUES AND**  
33 **DEMANDS INCURRED IN THE PERFORMANCE OF SUCH WORK; AND SHALL IN ALL RESPECTS**  
34 **PERFORM SAID WORK ACCORDING TO LAW, THEN THIS OBLIGATION IS TO BE VOID, OTHERWISE**  
35 **TO REMAIN IN FULL FORCE AND EFFECT.**

36 **THE SURETY, FOR VALUE RECEIVED, HEREBY AGREES THAT NO CHANGE, EXTENSION OF**  
37 **TIME, ALTERATION, OR ADDITION TO THE TERMS OF THE CONTRACT OR TO THE WORK**  
38 **PERFORMED THEREUNDER OR THE SPECIFICATIONS ACCOMPANYING THE SAME SHALL IN ANY**  
39 **WAY AFFECT THE OBLIGATIONS ON THIS BOND, AND IT HEREBY WAIVES NOTICE OF ANY**  
40 **CHANGE, EXTENSION OF TIME, ALTERATION, OR ADDITION TO THE TERMS OF THE CONTRACT**  
41 **OR TO THE WORK OR TO THE SPECIFICATIONS.**

42  
43 **IN WITNESS WHEREOF, WE, THE ABOVE BOUNDED PARTIES, HAVE HEREUNTO SET OUR**  
44 **HANDS AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.**

45  
46 **PRINCIPAL:**  
47 **BY:** \_\_\_\_\_  
48 **NAME:** \_\_\_\_\_  
49 **TITLE:** \_\_\_\_\_  
50 **ADDRESS:** \_\_\_\_\_  
51 **TELEPHONE:** \_\_\_\_\_

**SURETY:**  
**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

52  
53 **APPROVED ENGINEERING DIVISION:**  
54 \_\_\_\_\_  
55 \_\_\_\_\_  
56 **CITY ENGINEER OR DESIGNEE**

**APPROVED CITY ATTORNEY'S OFFICE:**  
\_\_\_\_\_  
\_\_\_\_\_  
**CITY ATTORNEY OR DESIGNEE**