



**PERFORMANCE BOND  
FOR WORK ASSOCIATED WITH A RIGHT-OF-WAY PERMIT**

BOND No. \_\_\_\_\_

We, \_\_\_\_\_,  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, a corporation organized  
under the laws of the state of \_\_\_\_\_ and authorized to transact the  
business of surety in the State of Oregon as Surety, are hereby held and firmly bound  
unto Washington County, a political subdivision of the State of Oregon, Obligee, to  
the total and full sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), which sum, or part thereof required to perfect  
performance as hereinafter required, shall be paid upon demand from Washington  
County accompanied by certification of the Director of the Department of Land Use  
and Transportation of Washington County, that the hereinafter described conditions  
were not performed as required. We hereby bind ourselves, our heirs, executors,  
administrators, successors, assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the  
Department of Land Use and Transportation, under authority of the Board of County  
Commissioners of Washington County has issued a right-of-way permit # \_\_\_\_\_  
\_\_\_\_\_ for construction in a Public or County right-of-way pursuant to the terms of  
said permit being identified in the approved plans, Special Conditions, General  
Conditions, and any other specified attachments or requirements.

NOW, THEREFORE, if the said principal, herein, shall perform all obligations of  
the above-described permit, and restore said Public or County right-of-way or  
property under the jurisdiction of the County of Washington to a condition required  
by the County of Washington, Department of Land Use and Transportation as  
specified in the permit under which the work is being performed, then this obligation  
is to be void; otherwise, it shall remain in full force and effect. Said principal shall  
indemnify and save harmless Washington County and members thereof, its officers,  
employees, and agents, against any direct or indirect damage 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 obligations under the permit.

Non-payment of the bond premium will not invalidate the bond nor shall  
Washington County be obligated for payment thereof.

The Surety hereby waives notice of any alteration or extension of time made by  
the Washington County.

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**PAGE 2 OF 2**

In the event it becomes necessary to place this bond in the hands of legal counsel for collection, Principal and the aforesaid Surety, jointly and severally, hereby agree and covenant to pay Washington County's reasonable collection costs, including reasonable attorney fees, even though no suit or action is filed herein; however, if such suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action is heard, including on appeal.

\_\_\_\_\_  
*Principal*

BY \_\_\_\_\_

\_\_\_\_\_  
*Surety* (SEAL)

BY \_\_\_\_\_  
(SEAL)  
*Attorney-in-fact*

APPROVED AS TO FORM  
/s/ Cortney Duke-Driessen  
Assistant County Counsel  
Date: 7/23/2013  
05-1034

Bonding Company \_\_\_\_\_

Address \_\_\_\_\_

City, ST ZIP \_\_\_\_\_

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

Permit # \_\_\_\_\_