

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, we _____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the CITY OF PORTLAND, a municipal corporation of the State of Oregon, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH:

That whereas the Principal herein has made application to the Chief Engineer of the City of Portland, Bureau of Environmental Services for a permit to construct: _____

under the provisions of Ordinance No. 130672, Code of the City of Portland, and whereas said application was approved by the Chief Engineer of said City and a permit therefore issued, subject to and upon certain conditions, directions, stipulations, terms, provisions and requirements provided for in said permit, a copy of which permit is attached hereto and hereby made a part of this bond to the same extent and effect as if written herein and specific reference now made to all the terms, provisions, specifications and requirements set out, declared and provided for in said permit;

NOW THEREFORE, if the Principal herein shall faithfully and truly observe the terms, provisions, conditions, stipulations, directions and requirements of said permit and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same and shall assume the defense of, indemnify and save harmless the City of Portland, its officers, agents, and employees from all claims, liabilities, loss, damage or injury which may have been suffered or claimed to have been suffered to persons or property directly or indirectly resulting from or arising out of the operations or conduct of said Principal or any subcontractor in the performance of the work under said permit and shall indemnify and make whole the City for any injury or damage to any street, highway, avenue or road or any part thereof, resulting from the operations or conduct of said Principal or any subcontractor in connection with performance or conduct of the work under said permit, and shall in all respects faithfully keep and observe all of said terms, provisions, conditions, stipulations, directions and requirements, then this obligation is void, otherwise it shall remain in full force and effect.

WITNESS our hands and seals this _____ day of _____, 20_____.

_____ (Seal)

_____ (Seal)

_____ (Seal)

Countersigned by:

PRINCIPAL

SURETY

Oregon Resident Agent