

CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES



BES PUBLIC WORKS PERMIT

To be filled out by BES	
BES Job Number:	Job Title:
Improvements to be constructed:	
To be filled out by the Permittee	
Permittee's name: _____ (Please print the name of at least one person)	
Company name: _____	
Address: _____ _____	
Phone number: _____	
Email: _____	

This permit includes the attached public works plans (“the Plans”) as have been or may be approved by the Bureau of Environmental Services (“BES”) Chief Engineer (“the Chief Engineer”); the standard details, drawings, and construction specifications of the City of Portland (“the City”); and any provisions of the Charter, Code, and Resolutions of the City relevant to the work performed hereunder (“the Work”). The Plans will expire one year after they are signed by the Chief Engineer and may need to be updated, subject to the payment of additional fees, at the discretion of City staff.

Conditions of this permit:

- (A) Before this permit may issue, the Permittee must pay BES the Construction Phase Fee. The Construction Phase Fee reimburses the City for its actual costs during construction. When the City performs its cost accounting for the construction phase, additional fees may be owed by the Permittee. Alternatively, fees collected in excess of actual costs may be refunded to the Permittee. No fees paid during the design phase may be credited toward the Construction Phase Fee.

- (B) After construction is deemed complete by the City, BES will send the Permittee a Letter of Completion. A minimum of 70 days later, BES will send the Permittee a letter indicating whether the Permittee is due a refund or owes additional fees. If additional fees are owed, the Permittee must pay BES within 60 days of receipt of the notification letter. If the Permittee fails to pay, the Chief Engineer may collect against the Performance Guarantee, as defined and required below. The Permittee must pay all costs, including attorney fees, incurred by BES in exercising its rights under this section and, if not promptly paid by the Permittee, such costs may be payable from the Performance Guarantee. If BES resorts to the Performance Guarantee, the surety must pay the amount requested within ten days following the demand. The surety may obtain documentation of BES's charges, subject to the BES public records policy.
- (C) The Permittee will abide by the most current version of the Plans, which is incorporated herein by this reference, up to and including the version approved by the Chief Engineer.
- (D) Expired permits or plans may be renewed by the Chief Engineer upon (1) re-evaluation and possible revision of the Plans; (2) the Permittee paying updated City engineering services, Construction Phase, and Street Opening Fees; and (3) the Permittee or the Permittee's contractor providing an updated Performance Guarantee.
- (E) The Permittee and the Permittee's contractor will perform the Work in such good, skillful, and substantial manner that no repairs of the improvements constructed under this permit ("the Improvements") will be necessary for a period of two years after the issuance of the Letter of Completion by BES ("the Warranty Period"). If, during the Warranty Period, any deficiencies identified by BES and attributable to any cause appear in the Improvements, or if any existing natural drainage course suffers degradation due to erosive stormwater runoff, the Permittee or the Permittee's contractor will repair such deficiencies at their own expense when so ordered by the Chief Engineer.
- (F) Before this permit may issue, the Permittee or the Permittee's contractor will furnish a performance bond, cash in lieu thereof, or other equivalent guarantee as approved by the City Attorney ("the Performance Guarantee"). The Performance Guarantee will apply to all requirements of this permit whether or not this permit has been issued and any violation of this permit requiring correction.
- (G) The Permittee or the Permittee's contractor may furnish a maintenance bond, cash in lieu thereof, or other equivalent guarantee ("the Warranty Guarantee") as approved by the City Attorney in an amount equal to 20 percent of the Performance Guarantee after the issuance of the Letter of Completion and all outstanding fees have been paid. BES may then release the Performance Guarantee and substitute the Warranty Guarantee for all requirements of this permit applicable to the Warranty Period.
- (H) The Permittee or the Permittee's contractor will maintain the Improvements, including facilities, mitigation measures, and their associated vegetative components, during the Warranty Period in accordance with the Operations and Maintenance Plan approved by BES, which is a part of this permit. The Warranty Guarantee (or the Performance Guarantee, if no Warranty Guarantee was provided) will not be released until BES accepts the Improvements at then end of the Warranty Period.
- (I) The Permittee or the Permittee's contractor will clean the Improvements at the end of the Warranty Period at the direction of BES before the Improvements will be accepted by BES and before the Warranty Guarantee (or the Performance Guarantee, if no Warranty Guarantee was provided) may be released.
- (J) To the extent allowed under Oregon law, the Permittee will fully indemnify, hold harmless, and defend the City and its officers, agents and employees from and against all claims, suits, actions,

damages or losses of whatsoever nature, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the activities of the Permittee and the Permittee's contractor, subcontractors, and their officers, employees, and agents with respect to the Work or the Improvements.

- (K) Before this permit may issue, the Permittee or the Permittee's contractor will furnish liability and property damage insurance as approved by the City Attorney in an amount required by the City.
- (L) The City may refuse to issue building permits or sewer connection permits until the Letter of Completion has been issued and all outstanding fees have been paid.
- (M) The Work will be located within existing public rights-of-way, public easements, or private property owned by the Permittee that will be dedicated as a public right-of-way or easement ("Private Property"). All dedications by the Permittee must be performed before this permit may issue and must contain standard terms and provisions acceptable to BES.
- (N) During the design phase, City personnel may enter upon Private Property for the purpose of testing, inspecting, and surveying.
- (O) In addition to the above conditions, the provisions of Portland City Code section 17.32.140 B are hereby incorporated into this permit to the extent that they apply to the Work. Those provisions are provided here for convenience only and do not override those in effect as of the date of the issuance of this permit:
 - 1. The resulting public sewer shall be located in a public easement or public right of way and shall come under public control upon plat and easement recording with the County.
 - 2. City personnel may enter upon the particular private property for the purpose of testing, inspection and surveying if required, during the course of construction of the public sewer or drainage improvements.
 - 3. City inspection personnel may reject or require correction of work that is not in accordance with the approved plans and standard specifications and would prevent future acceptance of the improvements.
 - 4. The plat and easements must be recorded with the County prior to final acceptance of the public sewer improvements.
 - 5. The permittee shall hold the City of Portland harmless against any liability that may occur during construction prior to dedication of the right of way or recording of the easement, and the permittee assumes all risk of loss that may arise in the event the City or any other public agency subsequently requires changes in or additions to plans or refuses to approve all or any part of the permittee's improvements.
 - 6. Any drainage improvements made on private property shall be permanently maintained at the expense of the private property owner as a condition of the drainage improvement permit.
 - 7. The permittee shall, at the permittee's own expense, maintain the public sewer or drainage improvements for a period of 24 months following the Letter of Completion by the Chief Engineer, as assurance against defective workmanship or materials employed and to assure the improvement is properly operating and being maintained as designed. BES may extend the warranty period for any repairs, alterations or rehabilitations that need to occur during the original warranty period.
 - 8. The issuance of a permit in no way waives any requirements by the City or any other public agency that may be associated with the development of a plat or Planned Unit Development.

The above conditions are hereby accepted by the Permittee:

Print Name / Company Name / Title

Signature Date

To be completed at permit issuance:

Contractor's Name: _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

Performance Guarantee	\$ _____	
Construction Phase Fee	\$ _____	Date Paid _____
Street Opening Permit Fee*	\$ _____	Date Paid _____

*Note PBOT Street Opening Permit fees are updated every fiscal year beginning on July 1. Street Opening Permits are valid for one year, after which the Permittee must reapply and pay additional Street Opening Fees.

Date Permit issued _____

This Permit expires _____ days after date of issue, unless renewed.

Chief Engineer or designee Date

(Initial) _____ (Date) _____ Easement(s) acquired
(Initial) _____ (Date) _____ Grading Permit acquired