**BES PUBLIC IMPROVEMENT PERMIT** JOB NO. _____

This permit is issued by the City to the applicant/contractor. The applicant is the party who either owns the property to be served or a developer who is authorized by the owner to cause construction of the improvements. The contractor is the party responsible for completing the work provided for under this permit. Both the applicant and the contractor are subject to the terms of this permit, and shall jointly assure that the requirements of the permit are satisfied.

**This Permit is hereby granted subject to the following:**
The said (construction) is to be done in accordance with the plan attached hereto and made a part of this Permit, and with the Standard Plans and Specifications of the City of Portland, and under the direction and supervision of the Chief Engineer, this Permit being granted subject to the following further conditions:

(A) Before receipt of this Permit, the Applicant/Contractor shall pay to the City of Portland the balance of Engineering Fee the said amount being based on the Chief Engineer's Estimated construction cost of $_____.

(B) The Applicant/Contractor hereby agrees that all work provided for under this permit shall be performed in such good, skillful, and substantial manner that no repairs shall be necessary on the improvement covered by this permit for a period of two years after its completion and acceptance by the City. If during this two-year period any defects shall appear in said improvement which are attributable in any manner to defective materials or workmanship, and/or the existing natural drainage course suffers any degradation due to erosive stormwater runoff, the Applicant/Contractor hereby undertakes and guarantees to repair such defects at his own expense, when so ordered by the Chief Engineer. Any defects, which appear in said improvement and/or stream degradation within said two-year period, shall be prima facie evidence of defective material or workmanship.

(C) The Applicant/Contractor shall maintain all stormwater management features, including facilities, mitigation measures, and their associated vegetative components, in accordance with and as specified in the approved Operations and Maintenance Plan, for a period of two years after its completion and acceptance by the City. The applicant/contractor shall clean the facility at the end of the 2 year warranty period prior to the City's final acceptance of the project and release of the two year maintenance bond. Applicant/Contractor compliance with this requirement to clean and maintain the facility during the 2 year warranty period is subject to the guarantee of Applicant/Contractor's Maintenance Bond and surety.

(D) The Applicant/Contractor shall hold the City of Portland, the Chief Engineer, and each and all of the officers and employees of the said City free and harmless from any claims for damages to persons or property which may be occasioned by any construction and/or maintenance carried on under the permit granted.

(E) The Construction Inspection office of the Bureau of Environmental Services shall be notified prior to commencement of work.

(F) All utility companies shall be notified at least 48 hours prior to commencement of work.

(G) Applicant/Contractor hereby agrees to furnish liability and property damage insurance as approved by the City Attorney in an amount required by the City prior to issuance of this permit.

(H) Applicant/Contractor hereby agrees to furnish a performance bond, cash in lieu thereof, or other equivalent surety, as approved by the City Attorney prior to issuance of this permit. Applicant/Contractor's performance guarantee shall apply to all requirements of this permit, including all engineering fees, BES inspection punch list items, and any violation of permit requiring correction.

(I) Applicant/Contractor hereby agrees to furnish a maintenance bond, cash in lieu thereof, or other equivalent surety, as approved by the City Attorney, in an amount equal to 20 percent of the Chief Engineer's estimate for all work done under this permit prior to the Chief Engineer signing the Certificate of Completion. This surety shall be for a period of two years. This maintenance bond applies to all requirements of this permit, including maintenance and cleaning of the improvement and facility under this permit and as assurance against defective workmanship or materials employed in the improvement or maintenance.

(J) Applicant/Contractor hereby agrees that no sewer connection permits or building permits shall be approved by the Bureau of Environmental Services until the Certificate of Completion is signed by the Chief Engineer or approved in writing by the Chief engineer.

(K) Applicant/Contractor hereby agrees that any additional permit fees in excess of deposited funds shall be paid prior to the Chief Engineer signing the Certificate of Completion. If payment is not received by the Bureau of Environmental Services within 60 days of notification, the Chief Engineer shall demand payment through the performance bond, cash in lieu thereof, or equivalent surety as approved by the City Attorney and required as a condition of this permit. Applicant/Contractor also agrees to be liable for all costs, including attorney fees, incurred by City in exercising its rights under this section, and such costs if not promptly paid by Applicant/Contractor shall be payable from the performance bond, cash in lieu thereof, or other equivalent surety. If the City resorts to the bond for payment of amounts provided for in this section, the surety is unconditionally obligated to pay the amount requested within ten days following the demand. The surety may obtain documentation of the City's charges, pursuant to the Bureau's public records policy.

(L) Applicant/Contractor hereby agrees that all work (construction) performed under this permit is located within existing public right of-way, public easement areas, or private property owned by applicant to be dedicated as public right-of-way or easement, and that all public easements to be dedicated shall contain standard terms and provisions of easement as written on file with the Bureau of Environmental Services. All public right-of-way and public easement shall be dedicated prior to issuance of notice of completion by Chief engineer.

(M) Applicant agrees to comply with the project's O & M Manual and to provide a revised engineer's operation and maintenance manual for the permitted stormwater management facility prior to final acceptance of project and release of the two year maintenance bond.

BES PUBLIC IMPROVEMENT PERMIT JOB NO. _____

Terms accepted by Applicant:_____

Print Name / Company Name / Title

_____

Signature

Date

Terms accepted by Contractor:

_____

Print Name / Company Name / Title

_____

Signature Date

| | | |
|---|---|---|
| Engineers Estimated Construction Cost | $ _____ | |
| Estimated Engineering and Inspection Costs | $ _____ | |
| Deposit of Engineering and Insp. Costs | $ _____ | Date Paid _____ |
| Balance of Engineering and Insp. Costs | $ _____ | Date Paid _____ |
| Street Opening Permit | $ _____ | Date Paid _____ |

Date permit issued _____.

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

_____ _____

Chief Engineer Date

___ Easement(s) acquired
___ Grading Permit acquired
___ CADD disc received