



CITY OF TUALATIN

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WATER QUALITY PERMIT: PROCEDURE

If a private water quality facility is required for the proposed development, the permittee will need to obtain a Water Quality Permit.

1. The permittee contacts the Civil Engineer, who will assign an inspector to arrange and attend a pre-submittal meeting.
2. The permittee fills out the permit application provided by the Engineering Division, pays the water quality permit deposit and submits three (3) sets of plans and (1) one set of calculations to the Engineering Division for review. The plans and calculations shall be stamped by a Professional Engineer and include all aspects of water quality in order to construct the facility. The permittee shall sign the application and will be the primary contact for the remaining application process.
3. Plans are reviewed and approved by the Engineering Division and Clean Water Services (CWS).
4. The permittee shall provide a Certificate of Insurance from the contractor to the Engineering Division; a performance bond (\$25,000 minimum coverage); Public Improvement Agreement; and an engineer's estimate. The permittee is financially responsible.
5. The Engineering Division issues the permit. If necessary, the permittee must also obtain appropriate building permits (i.e., a plumbing permit or a retaining wall permit) from the Building Division for other on-site work.
6. Copies of the permit are forwarded to the Building Division and to the permittee with approved plans.
7. Permittee may begin construction after 24-hour notification to the Engineering Division.
8. Inspection will need to be performed by the Engineering Division as work progresses per attached checklist.

NOTE: Paving will not be allowed until the facility is deemed substantially complete.

9. Stamped 24" x 36" reproducible (paper) as-built drawings of the completed facility shall be submitted to the Engineering Division by the engineer.
10. Final inspection shall be conducted by the Engineering Division.
11. The permittee shall pay permit deposit overrun, if any.
12. The permittee shall submit a 2-year maintenance bond to the City. Include full costs of vegetation replacement.
13. Routine inspections by the Engineering Division will occur during the 2-year period. If replanting is needed, the bond may be extended for an additional 2 years from that date.

✓	Inspection checklist for approval of vegetated swale-type water quality facilities
	Inspect grading prior to the placement of topsoil to ensure the required amount of topsoil throughout the entire tract.
	*Inspect topsoil for organic content prior to placement.
	Scarify cut slopes of water quality facility to help prevent sloughing.
	After placement of topsoil, verify consistent grade throughout bottom of water quality facility.
	*Inspect seed mix prior to placement to ensure approved seed mix is being used.
	Make sure the seed mix is applied at the specified rate prior to the installation of the EC matting.
	*Inspect EC matting prior to installation to ensure approved EC matting is being used.
	Inspect EC matting after installation prior to the placement of river rock. River rock will be the finish elevation.
	*Inspect river rock prior to placement to verify approved size
	Inspect depth of river rock after placement.
	*Inspect plants prior to installation to verify plant species, quantity, and size.
	Inspect plants after installation to ensure they are installed properly with identification tags.
	Inspect plantings after mulch rings are placed.
	Verify that temporary or permanent irrigation has been installed.

* Materials to be approved prior to installation; see Clean Water Services Appendix A, Design & Construction Code.

Seed Suppliers

Emerald Seed & Supply
9330 NE Halsey St
Portland, OR
(503) 254-8414

Hobbs & Hopkins
1712 SE Ankeny
Portland, OR
(503) 239-7518

Sunmark Seeds
845 NW Dunbar
Troutdale, OR
(503) 241-7333

Compost Suppliers

Grimms Fuel
18850 SW Cipole Rd
Tualatin, OR
(503) 625-6532

Rexius
17550 SW 63rd Ave
Lake Oswego, OR
(503) 635-5865

Northwest Environmental Recycling
1045 N 4th Ave
Cornelius, OR
(503) 357-6090

Best Buy in Town
21600 SW Amberwood Dr
Hillsboro, OR
(503) 645-666

PRIOR to issuance of the Water Quality Permit the following items must be submitted to the City:

1. Insurance and Indemnification

a. Contractor's and Subcontractor's Insurance

The Contractor shall not commence work until the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the City Engineer, nor shall the Contractor allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the City Engineer shall not relieve or decrease the liability of the Contractor. All insurance required under Sections 102.6.02 shall be primary with regard to the additional insureds and any coverage the additional insureds may carry will be secondary.

b. General Liability

Contractor shall provide and continuously maintain a general liability policy or policies that provide coverage for bodily injury including personal injury and property damage insurance, including automobile, as well as protect the Contractor and City from all things or damage which may arise from operations under the Permit or in connection therewith, including all operations of subcontractors.

Such insurance shall provide coverage for not less than the amounts set forth below:

For bodily injury including death and personal injury:	\$ 500,000 for one claimant; \$1,000,000 for one occurrence
For property damage:	\$1,000,000 for one occurrence
In lieu of the foregoing, submit a single limit policy in the sum of:	\$1,000,000

The insurance shall be written on a comprehensive form with extended coverage endorsement that includes broad form property damage on an occurrence basis. Unless excluded by special specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products completed operations, contractual insurance, independent contractors. Motor vehicle liability insurance in the amount of \$1,000,000 for each occurrence shall also be maintained. Such insurance shall be maintained until final acceptance of the work by the City and the products liability and completed operations coverage shall continue in force until the expiration of the guarantee period required by the code.

Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City, its officers, agents and employees, and shall further provide that this policy shall not be terminated, modified, canceled or coverage reduced prior to the completion of the Permit work without 30 days prior written notice by certified mail to the City which notice shall be subject to the approval of the attorney, the notice to commence to run from the date notice is actually received at the office of the City Engineer.

The policy shall also provide for a cross-liability endorsement and shall guarantee to the City the amount of coverage for which public bodies are responsible as set forth in ORS Chapter 30, notwithstanding the naming of additional insureds.

If specified by the City Engineer, additional insureds may be the City's Consultant Engineer and other governmental bodies with jurisdiction in the area involved in the project, their officers and employees and such agents as may be specified.

Notwithstanding the naming of additional insureds, the said policy shall protect each insured in

the same manner as though a separate policy had been issued to each; but nothing shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. Any annual policy aggregate of insurance coverage shall be fully maintained and, if necessary, replenished in the required amounts regardless of claims that are paid or reserved against the policy and whether or not arising out of work performed under this Permit.

The policy shall contain an endorsement, which requires notification to the named insureds and certificate holders of any diminution in available insurance coverage.

A certificate evidencing such insurance together with the proper endorsement shall be filed with the City Engineer and shall be subject to the approval of the attorney as to the adequacy of protection.

c. Indemnification

Contractor shall defend, indemnify and save the City, as well as its officers, employees and agents, harmless from liability and loss because of injury including death to any person, or damage to any property that may occur or may be alleged to have arisen out of, connected with, or related to performance of the work, as a result, directly or indirectly, of contractor's or its subcontractors' or suppliers' acts or omissions, or of their servants, agents, and employees, and whether or not such injury or damage is jointly attributable to the City's fault or negligence. This section shall survive acceptance of the work and completion of the Permit, including any applicable warranty period.

In any and all claims against the City or its agents or employees these indemnification obligations shall not be limited in any way by any limitation in the amount or type of damages, the amount or type of insurance, compensation or benefits payable by or for Contractor's worker's compensation acts, disability acts or other employee benefits.

d. Certificates of Insurance

The Permit will not be issued until all insurance required has been obtained nor until such insurance has been approved by the City Engineer, nor shall any Contractor commence work until he also has first obtained insurance applicable to such work. The Contractor shall maintain insurance throughout the life of the Permit that will hold the City harmless and shall indemnify the City for all losses to third persons or to the City arising out of the operations, including any contingent liability.

2. Public Improvement Agreement

Where work is proposed on an existing public facility, complete a Public Improvement Agreement and provide security (cash, bond, or cashier's check) equal to the value of the improvement, but not less than \$25,000.

3. Engineer's Estimate

- a. Mechanical filters and vaults
- b. Excavation, grading, and subgrade preparation
- c. Topsoil
- d. Landscaping (includes seed, plug herbs, shrubs and trees)
- e. Rip rap (at outfall and inlets)
- f. Retaining walls that do not require a building permit

- g. Storm water pipes, irrigation, control structures, and catch basins are covered under plumbing permits

Verify additional requirements with the public works inspector (dependent on treatment method).