



CITY OF TUALATIN
 18880 SW Martinazzi Avenue
 Tualatin, OR 97062-7092
 Phone: (503) 692-2000
 Fax: (503) 692-0147

**PUBLIC WORKS
 CONSTRUCTION PERMIT:
 PROCEDURES & REQUIREMENTS**

PROCEDURE FOR OBTAINING A PUBLIC WORKS CONSTRUCTION PERMIT

1. The Engineering Division notifies the permittee that they will need a Public Works Construction Permit before they begin any construction within the public right-of-way, easements, or land to be dedicated to the public.
2. Permittee contacts the City Civil Engineer, who will assign an inspector to arrange and attend a pre-submittal meeting.
3. Permittee fills out permit application provided by Engineering Division, pays public works permit deposit (see attached), and submits four sets of construction plans to the City Civil Engineer. The permittee is financially responsible.

All project plans shall contain the following statement:

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 246-6699.)

4. Required easements and dedications are given by permittee to the City prior to City Council acceptance.
5. Plans are reviewed by the Engineering Division, Operations Department, and Community Services - Parks & Recreation Department.
6. Approval from other agencies (Clean Water Services, State, County, TVF&R, etc.) is required prior to final plan approval by the City.
7. Submit completed "Erosion & Sedimentation Control Application" (see attached). For all projects involving activities requiring an erosion control permit, and which a building permit does not cover, the permittee shall pay the following fees:

Erosion Control Fees:

\$60.00	Plan Review Fee (review by City of Tualatin)
\$825.00	Plan Review Fee (review by Clean Water Services)
\$280.00	Erosion Control Inspection Fee for new construction
\$105.00	Erosion Control Inspection Fee for additions/remodels
\$280.00 + \$280.00 each acre	Erosion Control Inspection Fee for development without infrastructure or vegetated corridor improvements

NOTE: *The City will normally perform the plan review and approval; Clean Water Services will perform all erosion control inspections.*

For projects one acre or larger in size, a NPDES 1200-C is required to be submitted as part of the Erosion & (see attached) as part of the Erosion & Sedimentation Control application.

NOTE: This permit requires that copies of the weekly inspection record be submitted to the City each week for the duration of the project.

8. For work within the public right-of-way or easements in permit required confined spaces (including, but not limited to: manholes, curb inlets, vaults, and trenches), submit written documentation regarding confined space program(s), meeting the requirements of OAR Chapter 437 Div. 2/J that the Contractor(s) will follow. Confined Space Entry within the public right-of-way or easements will only be allowed through compliance with a confined space program. (For an example see Oregon OSHA confined spaces.)
9. Submit a Certificate of Insurance from contractor (see attached requirements).
10. Submit completed Construction Improvement Agreement and Performance Bond.
11. Submit an engineer's estimated construction cost breakdown (see attached).
12. Issuance of permit by the Engineering Division.
13. The City inspector will provide copies of the permit to the City Finance Department, central files, and permittee (with approved plans).
14. Builder/developer contacts Engineering Division to schedule a pre-con meeting.
15. Inspection by Engineering Division as work progresses. The City inspector shall be notified a minimum of 24 hours in advance of any required inspection
16. Final inspection by the Engineering Division (and the Operations and Community Services/Parks Departments as necessary).
17. As-built drawings of completed project on 24" x 36", 3 mil reproducible mylar, submitted to the Engineering Division.
18. Pay public works permit deposit overruns, if any.
19. Submit maintenance bond for public improvements provided to the City—15% of project costs for 12 months beginning the date of City acceptance.
20. Public improvements accepted by City Council.

REQUIREMENTS FOR A PUBLIC WORKS CONSTRUCTION PERMIT

The applicant for a public works construction permit shall pay a permit deposit as follows:

1. At the time construction plans are submitted for approval by the engineer, the permittee shall pay a minimum permit deposit equal to 5% of the estimated value of the work, but not less than \$500.
2. As the work progresses and as the City's actual costs exceed the amount deposited, the permittee shall be invoiced for the full actual cost incurred by the City, less previous payments.
3. If the City's actual costs are billed and the amount billed is not paid within fifteen days of the billing date, all work will be stopped on the project until the amount due is paid.
4. If the City's actual costs exceed the amount deposited, the City Engineer may require an additional amount to be deposited. If an additional deposit is requested, it shall be deposited with the City within fifteen days of the date requested. If the deposit is not made, all work shall be stopped on the project until the deposit is made.
5. Before acceptance of the work by the City, all outstanding amounts due the City shall be paid in full.
6. Upon completion and acceptance of the work by the City, should the amount deposited exceed the actual cost, the difference will be refunded to the Permittee.

PRIOR to issuance of the Public Works Construction Permit the following items must be submitted to the City:

1. Prequalification of Contractor

Any contractor engaged by the permittee to perform public works construction must be prequalified with the City in compliance with Chapter 279 of the Oregon Revised Statutes.

This provision may be waived by the engineer for work having an estimated value of less than \$10,000 if, in the opinion of the engineer, the contractor has sufficient experience, personnel, and equipment for the type and scope of work contemplated.

2. 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:	\$ 550,000 for one claimant; \$2,000,000 for one occurrence
For property damage:	\$2,000,000 for one occurrence
In lieu of the foregoing, submit a single limit policy in the sum of:	\$2,000,000

The insurance shall be written on a comprehensive form with extended coverage endorsement which 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 \$2,000,000 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.

3. Construction Improvement Agreement (Performance Bond)

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

4. Engineer's Estimate

The engineer's estimate shall use current values for project work and materials in order to approximate the cost of the following:

- a. The diameter, length, and value of all water, storm, and sanitary sewer lines, and appurtenances, within the public right-of-way and public easements.
- b. The area (in acres) of any streets being dedicated to the City.

- c. The area (in acres) of any open space being dedicated to the City.
- d. The value of any street improvements along with the appropriate lineal footage.
- e. The quantity and value of any sidewalk improvements other than those constructed as part of residential development.
- f. The number and value of any street lights installed.
- g. The area of any easements dedicated to the City other than those within the subdivision lots.
- h. An estimated cost for a materials testing firm to test sanitary sewer, storm drain, water lines, and trench backfill in the rights-of-way and public easements; as well as testing of fresh concrete, rock samples, asphalt mix constituents, and pavement and base compaction.
- i. An estimate of costs associated with material samples and compaction tests for any structural fills necessary that will be in, or included with, construction within the right-of-way and public easements.
- j. The value of testing storm drain, sanitary sewer, and water lines for alignment, infiltration, and pressure sustaining properties.



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**PUBLIC WORKS
 CONSTRUCTION:
 PERMIT APPLICATION**

For decision (circle one):

AR PAR SUB

PW Permit # _____

Public WQ Permit # _____

Private WQ Permit # _____

Project/File Name: _____

Project Address: _____

Permittee's Name: _____

Address: _____
Street City State Zip

Phone Number: _____ Fax Number: _____ E-Mail: _____

Permittee's Signature: _____ Date: _____

Type of Construction:

- | | |
|---|--|
| <input type="checkbox"/> Road | <input type="checkbox"/> Portland General Electric |
| <input type="checkbox"/> Water | <input type="checkbox"/> Verizon |
| <input type="checkbox"/> Sanitary sewer | <input type="checkbox"/> NW Natural |
| <input type="checkbox"/> Storm Drain | <input type="checkbox"/> AT&T Broadband |
| <input type="checkbox"/> Grading | <input type="checkbox"/> Comcast |
| <input type="checkbox"/> Other: _____ | |

NOTE: ALL EXCAVATION WORK MUST HAVE AN APPROVED EROSION CONTROL PLAN IN EFFECT

Description of Work: _____

Projected Start Date: _____ Projected End Date: _____

Estimated Cost of Construction: \$ _____

Fee: \$ _____ Receipt #: _____ By: _____ Date: _____



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EROSION CONTROL & SEDIMENTATION: PERMIT APPLICATION

PW Permit No: _____
 Bldg Permit No: _____
 Date Received: _____
 Date Paid: _____
 Receipt Number: _____
 Date Issued: _____ By: _____

Project Name: _____
 Project Address: _____
 Project Tax Map & Lot No: _____

Project Site Size: _____ Acres Disturbed Work Area: _____ Acres
 Project Site Runoff Drains to (check one): Catch Basin Ditch Pipe
 Project is on (check one): Private Property Public Property

Property Owner Name: _____
 Property Owner Address: _____
 Property Owner Signature: _____

Applicant Name: _____
 Applicant Address: _____
 Applicant Phone Numbers: _____
 Applicant Signature: _____

General/Excavation Contractor Name: _____
 General/Excavation Contractor Address: _____
 Gen/Exc. Contractor Phone Numbers: _____ CCB #: _____
 24 Hr/After Hrs Phone Number: _____
 Contact Person, Title: _____

PERMIT FEE: \$ _____
PLAN CHECK FEE: \$ _____
TOTAL: \$ _____



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CONSTRUCTION IMPROVEMENT AGREEMENT

(To be used for Public Works and
 Water Quality permit applications)

Bond Number: _____

This agreement is made and entered into this _____ 20 _____

by the City of Tualatin, a political subdivision of the State of Oregon (City) and _____

(Applicant) whose address is _____

WITNESSETH

1. RECITALS

A. Applicant has applied for and been granted approval for a development known as _____
 located at _____
 being Permit Number _____ of the Engineering Division files,
 which is incorporated by this reference.

B. Pursuant to the Public Works Construction Code (PWCC) in effect on this date, the following improvements shall be
 installed in accordance with the Code specifications and the City approved plans:

C. Pursuant to the PWCC, in consideration of the City's approval of the permit listed herein, the Applicant shall deliver to
 the City written assurance (Corporate Surety Bond, Escrow Agreement in Lieu of Corporate Surety bond, or cash
 deposit) for the purpose of assuring full and faithful completion of all required improvement so existing public facilities
 within the public right-of-way, easements of a repair work to such public facilities which were damaged as a result of
 the development, and/or water quality facility has been completed in order to properly receive storm flow.

D. Applicant desires to enter into a contract to provide said construction improvements in conformance with the PWCC
 and Construction Permit Number _____ and agrees to file written assurance as described in 1.C.
 above in the amount of \$ _____



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2. **Applicant agrees as follows:**

- A. To all the recitals and provisions of this contract and to comply with the requirements of Construction Permit Number _____
- B. To install and complete all improvements to existing public facilities required by Construction Permit Number _____ in accordance with the City standards and specifications and repair all existing and constructed facilities, within and outside the development, which are damaged as a result of the development. All construction and repair work is to be done in a good and workmanlike manner in accordance with applicable City standards and shown more particularly on the construction plans for the development which have been presented to the City for acceptance.
- C. To complete all the public improvements necessary to comply with the requirements of Construction Permit Number _____ on or before the _____ day of _____ 20 _____
- D. That if work on the improvements specified in the contract are abandoned, incomplete, or deficient in any degree after _____ 20 _____ City may pursue remedy under 1.C. above. The applicant and its principals shall be jointly and severally liable to the City for any and all loss and damage from such abandonment or failure, either from the greater expense of so completing or repairing faulty or damaged work, or from any other related cause. Applicant further agrees that if any suit or action is pursued by City to enforce this contract or Construction Permit Number _____ the prevailing party shall be entitled reasonable attorney fees at trial and on appeal. Venue for any such action shall be the Washington County District or Circuit Court. This agreement is in addition to, and not in lieu of, any other enforcement action available to City including permit revocation and citation.
- E. That this contract shall be binding on the Applicant and the Applicant's successors in interest and assigns and is entered into in order to comply with the PWCC and Construction Permit Number _____



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IN WITNESS WHEREOF, the parties cause this agreement to be executed.

Dated this _____ day of _____ 20 _____

APPLICANT

Signature: _____

Typed or printed name: _____

Title: _____

CITY OF TUALATIN, OREGON

By: _____

Title: _____

Approved as to form:

City Attorney