

City of Beaverton

Site Development Permit



Application Packet

- ✚ **Development Process Flow Charts**
- ✚ **Site Development / Engineering Plan Review Process List**
- ✚ **Cost Estimate Preparation Format and Breakdown**
- ✚ **Fee Schedules**

SUBMITTAL FORMS AND DOCUMENTS:

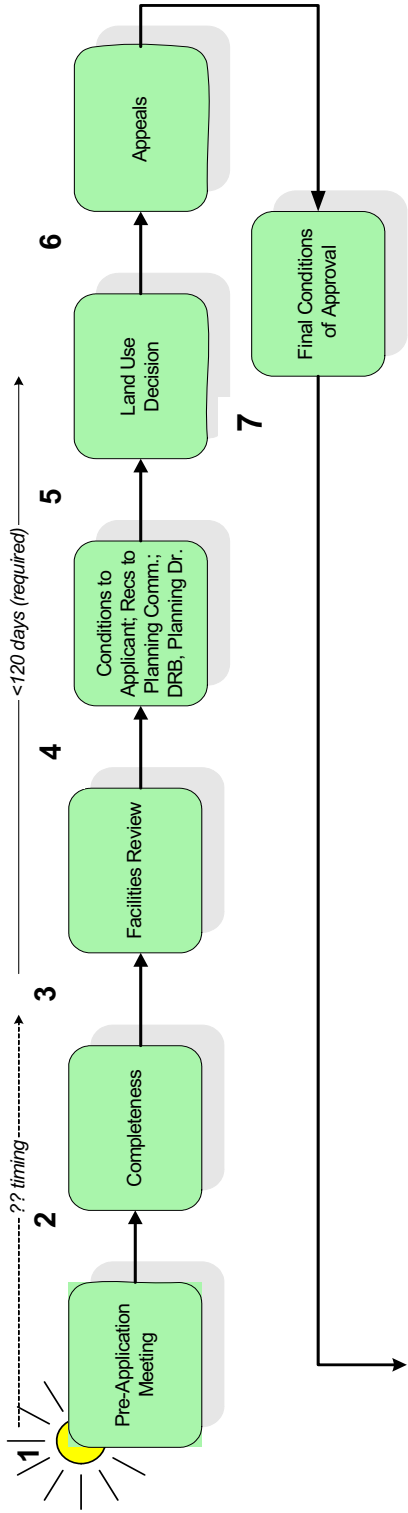
- ✚ ***Site Development Permit Application Form**
- ✚ **Subdivision/Land Division Checklist**
- ✚ **Industrial/Commercial/Multifamily Checklist**
- ✚ ***Impervious Surface Area Inventory and WQ Facility Form**
- ✚ ***Agreement to Construct Improvements and Retain Professionals**
- ✚ **City Attorney's Performance Securities Packet & Examples**

(* required City Standard forms for initial submittal – live ink signatures on original documents – no faxed or copied documents can be accepted)

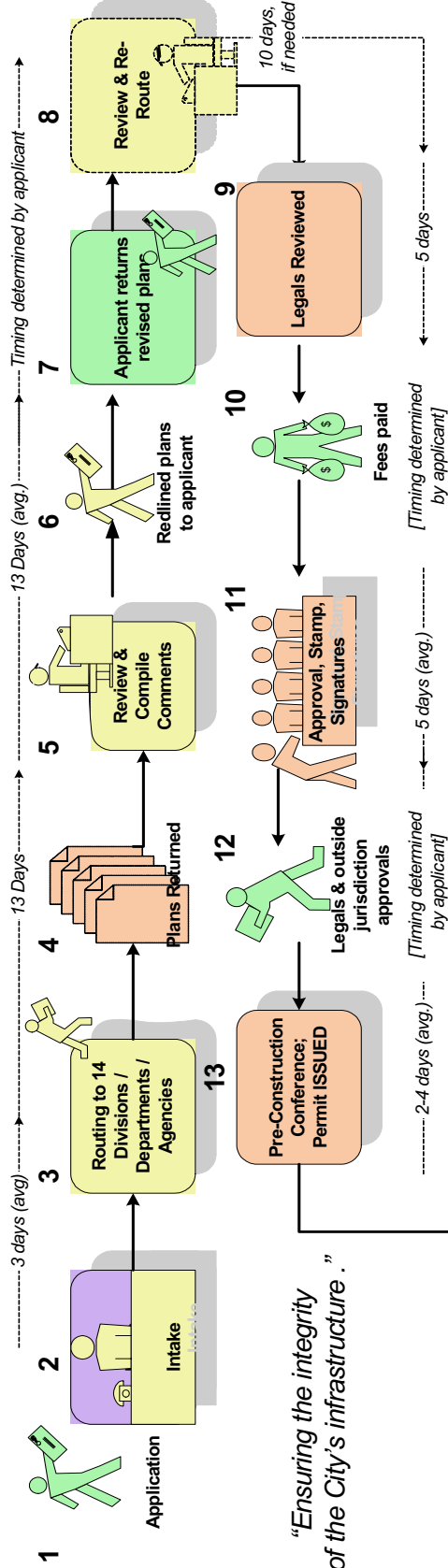
SITE DEVELOPMENT AND RELATED PROCESSES (simplified—omits detailed steps)

- A-totally w/in our control
- B-Partially w/in our control
- C-Not in our control

LAND USE PERMITTING PROCESS

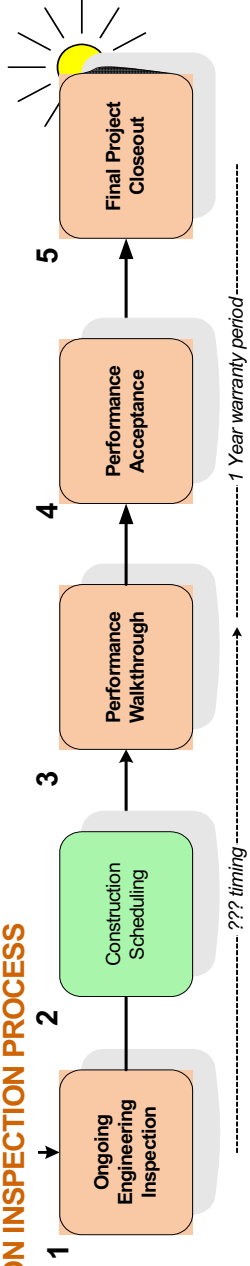


SITE DEVELOPMENT PROCESS--



“Ensuring the integrity of the City’s infrastructure.”

CONSTRUCTION INSPECTION PROCESS





City of Beaverton – Site Development Division Engineering Plan Review

4755 SW Griffith Drive, P.O. Box 4755, Beaverton, OR 97076 General Information (503) 526-2552
<http://www.beavertonoregon.gov/departments/PublicWorks/SiteDevelopment/permitForms.aspx>

SITE DEVELOPMENT PERMIT APPLICATION PACKET

To: Developers, Engineers, and Architects
From: James J. Duggan, P.E., CFM
Date: July 2008
Subject: Site Development / Engineering Plan Review Process

This packet contains materials necessary to apply for a site development permit. This is a ‘one-size fits all’ packet, so some items may not be applicable to your project.

The following checklist outlines the site development permit process. This applies only to the site and public improvements; it does not apply to building structures, private plumbing, electrical, or mechanical improvements. (These items are reviewed by the Building Division, upon submission of separate applications for the appropriate building permit.)

1. Developer's Engineer submits to the Site Development Engineering Plan Review Section (SDPR).

- Plans (see applicable project checklist in attached packet)
- Application Form
- Payment of Application & Erosion Control Fees
- Storm Water Quality-Quantity Facilities Design Calculations
- Agreement to Construct Improvements & Retain Design Professionals Form
- Impervious Surface Area Inventory & Water Quality Facility Information Sheet
- All other items noted on applicable project checklist

2. Engineer to simultaneously submit plans for approval to :

- Other affected jurisdictions. (see Facilities Review Committee comments)
- Building Division for private on-site utilities and retaining walls over 4 feet in height.

3. City SDPR routes plans for comment to:

(This routing is sent out within 24-hrs. after receiving submittal and comments sent back to SDPR within 2-weeks depending on workload)

- City Operations and Maintenance Division
- City Transportation Division / Engineering Division
- City Erosion Control Engineering Inspection Section
- Clean Water Services
- Fire Marshal – Tualatin Valley Fire and Rescue District

Note: At this time, a **SDPR** staff member is permanently assigned to this review process; any reference to **SDPR** now refers to this individual.

- 4. City SDPR compiles all comments and returns one (1) set of plans to Developer's Engineer.**
(This process can take from one to two weeks depending on workload and complexity of project.)
- 5. Developer's Engineer revises plans.**
At this time, the process either goes to step 6 or back to step 3 (with new submittal of plans and calculations) depending on the extent of the comments. This will be identified in the comments returned from step 4 above.
- 6. Developer's Engineer resubmits:**
 - Seven (7) sets of 24 x 36 inch revised plans or as requested by SDPR, with Engineer's stamp and signature.
 - Detailed cost estimate (See cost estimate format attached in application packet).
 - Performance security for 100% of the cost of improvements (See cost estimate format and approved types attached in attached application packet)
 - A fully completed and executed "Agreement to Construct Required Improvements and Retain Design Professionals Registered in Oregon" (Copy attached in application packet).
 - All Legal documents including but not limited to:
 - Dedications
 - Easements
 - Waiver of Remonstrance, if required. (See Facilities Review Committee comments).
 - Other documents as required by Land Use Conditions of Approval.
 - Subdivision Plat, if required. (Submit to Planning Division of Community Development Dept.)
 - Subdivision agreement, if required. (Submit to Planning Division of Community Development Dept.)
 - Site Development Permit Fee, storm system development charges (SDC), and floodplain modification fee (if applicable). (Contact the SDPR for exact amount.)
 - A copy of the permits from all other affected jurisdictions.
- 7. City SDPR reviews final submission.**
 - If plans are acceptable, forward to next step.
 - If plans are not acceptable as revised, return to step 3.
- 8. City SDPR stamps plans with approved Site Development stamp and:**
 - Routes plans for City signatures.
(This could take up to a week depending on their work load.)
 - Begin ten (10) day public notice and appeal period if there is a FEMA floodplain or floodway involved.
 - Routes legal documents to City Attorney for approval.
(This could take up to a week depending on their work load.)
 - Routes permit to Planning Director for signature.
 - Forward approved (signed) plans and files to Building Division Engineering Inspection Section. The assigned inspector becomes familiar with the project. (This usually takes only a couple of days.)
- 9. The SDPR will contact the Engineer/Architect who signed the Developer/Engineer Agreement and inform them that they need to schedule a pre-construction conference.**
- 10. Developer, Engineer, Contractor & City Engineering Inspector each receive a copy of the permit, construction notes and one set of approved plans at the pre-construction conference.**

Site Development Permit Application Detailed Cost Estimate Format and Breakdown Required for Fee and Performance Security

The information below presents the minimum cost estimate breakdown of items covered under a site development permit. This list is not exhaustive; additional items particular to a project may need to be added to account for the full cost of construction. The estimate shall be considered as all costs to install/construct “in-place” considering the location, type, and scope of work for each line item. Administration, overhead, profit, incidentals, testing, surveying, and construction staking costs shall be considered to be included with mobilization and a part of each line item. The quantity units shown shall be used unless given prior approval by the City Development Services Engineer. Items in parentheses are to be broken out as individual lines for the estimate. The list is loosely ordered to reference the City Standard Drawings and Clean Water Services Standard Drawings.

<u>Items In Place</u>	<u>Units</u>	<u>SDF</u>	<u>RS</u>
<u>Mobilization</u>	LS	yes	yes
<i>City-Maintained Streets (See Grading and Aggregate Below)</i>			
Centerline Monument (boxes at intersections, AL caps)	EA	yes	yes
Standard Monolithic Curb and Gutter	LF	yes	yes
Type A Curb (vertical, special application)	LF	yes	yes
Commercial Driveway - 4000 PSI concrete	SY	yes	yes
Residential Driveway - 4000 PSI concrete	SY	yes	yes
Subgrade Treatments, Special Compaction, Soft Spot Fix	SY	yes	yes
Pavement (PCC or AC, thickness, class, base & wear lifts)	SY	yes	yes
Paving Treatments (fabric, grinding to match existing, seals)	SY	yes	yes
Traffic Markings (thermoplastic, width, color; buttons)	LF	yes	yes
Standard Sidewalk - 4000 PSI concrete	SY	yes	yes
Sidewalk Ramps (each type)	EA	yes	yes
Traffic Calming (circles, tables, and humps)	EA	yes	yes
Street Barricade – Type III	EA/LF	yes	yes
Street Sign Assembly (typical, w/stop, others)	EA	yes	yes
Traffic Signal Installation and Modifications	LS	yes	yes
Street Lights and Poles	EA	yes	yes
Street Light Controllers, Meters, Power Connects	LS	yes	yes
Street Light Junction Boxes	EA	yes	yes
Street Light Conduit and Wiring	LF	yes	yes

<u>Items In Place</u>	<u>Units</u>	<u>SDF</u>	<u>RS</u>
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Site Grading

Erosion Control Measures, Tree-Protection Fencing	LS	yes	yes
Mass Grading Activities (clearing, stripping, grubbing excavation, fill, earth import, stockpiling, undesirable soil removal,, all haul-off and disposal costs)	CY	yes	yes
Special Grading Activities (site demolition, blasting, well abandonment, septic tank and drain field removal)	LS	yes	yes
Retaining Walls (< 4 feet tall and/or any in right of way)	LF	yes	yes

Aggregate Placement & Soil Reinforcement

(Type, placement thickness, not for utility trenching)	SY	yes	yes
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Overhead-Utility Undergrounding

(vaults, conduit types and lengths, service conversions)	EA	yes	yes
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Privately Maintained Streets and Parking Lots

Curbs (subdivisions only, common drives)	LF	yes	yes
Paving (fire access, common drives, parking in floodplain)	SY	yes	yes
Paving (parking lots outside floodplain)	SY	yes	<u>no</u>
Sidewalks (subdivisions only, common use)	SY	yes	yes
Private street lights (subdivisions only)	LS	yes	yes

City Water System

Taps, special fittings, and couplings	EA	yes	yes
Pipe (size, class, restraint type)	LF	yes	yes
Valves (size, type - includes CARV & post-indicator)	EA	yes	yes
Hydrants	EA	yes	yes
Pressure-Regulating Stations	LS	yes	yes
Service line installation and meter boxes	EA	yes	yes

City Sanitary and Storm Sewer System

Taps, special fittings, and collars	EA	yes	yes
Pipe (size, material, class, anchor blocks)	LF	yes	yes
Structures (manholes, clean-outs, inlets: type, size)	EA	yes	yes
Headwalls and other special construction	EA	yes	yes
Private sewer laterals (subdivisions only, stubs to each lot in streets or common areas, with markers)	EA	yes	yes
Storm Water Management Facilities (public and private) (Include plants and border plantings. For subdivisions, include fencing lengths, gates, and other amenities.)	LS	yes	yes

Other Non-City Public Improvements

SAB no no/yes*

(Washington County, Oregon Department of Transportation, Clean Water Services District, Tualatin Valley Water District, West Slope Water District, and the Raleigh Water District) ***In the case of subdivisions, per State Law, the City must hold a performance security for these costs if the applicable service provider does not require one. (NOTE: Abbreviations – SDF =site development fee, RS=requires security, LS=lump sum, EA=each, LF=lineal feet, SY=square yard, CY = cubic yard, SAB=same as above)** arch-eng-perf bond reqmts-May 2003

SITE DEVELOPMENT ENGINEERING REVIEW & INSPECTION FEES
Effective July 1, 2005

Research Fee	\$ 50.00
FEMA Floodplain Elevation Determination Fee (per tax lot)	\$ 25.00
Floodplain, Floodway and Wetland Modification Fee	\$ 500.00 per permit
House Move Permit Fee	\$ 100.00 per section
Re-Inspection Fee	\$ 50.00
Right-of-Way (ROW) and Facilities Permit Application Fee	\$ 75.00
Individual tree cut (<i>street tree</i>); sidewalk repair, replacement, or installation; street cut	
Engineering Review of Building Permit Plans Fee	\$ 40.00 per permit

SITE DEVELOPMENT PERMIT FEES

Site Development Application Fee (payment with initial submittal):

The applicant shall pay a site development permit application fee of \$750. For projects associated with at least 4 residential units or affecting an area at least 1 acre, an additional fee of \$1500 will be paid plus \$150 per acre or fraction thereof.

Site Development, ROW, and Facilities Permit Fee (payment prior to permit issuance):

The applicant shall pay a permit fee based on the final construction cost estimate prior to permit issuance as determined below.

<u>Construction Cost Estimate</u>	<u>Fee</u>
\$0 - \$10,000	7.5 percent of value
\$10,000 - \$100,000	\$750.00 plus 10 percent of value over \$10,000
\$100,000 - \$500,000	\$9,750.00 plus 8 percent of value over \$100,000
Over \$500,000	\$41,750.00 plus 5.5 percent of value over \$500,000

EROSION CONTROL FEES (approximately 40% is Plan Review, 60% is Inspection)

A. Erosion control with a building permit:

\$0 to \$25,000	\$50
\$25,001 to \$50,000	\$75
\$50,001 to \$100,000	\$100
\$100,001 and above	\$100 plus \$75 per \$100,000 or the fraction thereof exceeding the first \$100,000

B. Erosion Control with no building permit (part of a Site Development or ROW permit):

0 to 0.99 acre	\$250
1 acre and greater	\$250 plus \$100/acre or fraction thereof.



CITY OF BEAVERTON

4755 SW Griffith Dr. / P.O. Box 4755 Beaverton, OR 97076 General Information: (503) 526-2222 V/TDD

ENGINEERING SITE DEVELOPMENT PERMIT APPLICATION & EROSION CONTROL FEES

PROJECT NAME AND LOCATION	PROJECT NAME	APPLICATION & EROSION CONTROL FEES
	Address:	
	Tax Lot Map No.	
	<input type="checkbox"/> 0 to 0.99 Acres \$ <u>1,000.00</u> (3 AND FEWER RESIDENTIAL UNITS)	
OWNER	NAME & ADDRESS	<input type="checkbox"/> 1 Acre and Greater \$ <u>2,500.00</u> (OR 4 AND MORE RESIDENTIAL UNITS)
	Phone: Fax:	
	E-Mail:	
	<u>PLUS</u>	
DEVELOPER	NAME & ADDRESS	TOTAL NUMBER OF ACRES ROUNDED UP TO NEXT WHOLE ACRE (Example: 1.1 Acre = 2) _____ ACRE(S) X \$ 250 \$ _____
	Contact:	
	Phone: Fax:	
	E-Mail:	
ENGINEER - ARCHITECT - PROJECT MGR	NAME & ADDRESS	Total Fees Due at time of application: \$ _____
	Contact:	
	Phone: Fax:	Inspection, Adjustments, and SDC Fees
	E-Mail:	These amounts will be calculated by City Staff and collected prior to Site Development Permit issuance.
	License No.	
CONTRACTOR	NAME & ADDRESS	Special Conditions of Approval
	Contact:	
	Phone: Fax:	
	E-Mail:	
	License No.	

Revised 6/2007

By my signature, I certify that I have read this application and agree that the supplied information above is correct. I agree to comply with all applicable City ordinances and State laws pertaining to the proposed construction and hereby authorize City representatives to enter upon the above property for inspection purposes. I understand and agree to pay all costs to repair or replace any property damaged while work is being performed under this permit and acknowledge that failure to pay these costs when due will constitute a violation of the terms of the permit and the City may avail itself to any and all legal remedies.

Authorized Signature: _____ Date: _____

Commercial/Industrial/Institutional/Multi-Family Project Checklist for Complete Application Review

This checklist is a tool to assist applicants and to help the City expedite permit applications. In addition, it is intended that a complete review will be accomplished with the first submittal. An incomplete application will be returned without a complete review being performed. This checklist review for a complete application does not fall under the same constraints as a land use application. Check off the items submitted on this checklist and return it attached to a dated transmittal form or cover letter accompanying the application submittal. Should any item not be needed or applicable to the project, then a brief statement of explanation needs to be written in the space below the item.

- Seven sets of 24 by 36 inch plans (each sheet stamped by a design professional) including:
 - Cover sheet with 5 inch by 5 inch clear space in lower right corner for City stamp
 - Grading and erosion control plan with wetlands and floodplains identified
 - Composite utility plan with easements and structures shown (identify private streets)
 - Water plan and profile
 - Sanitary sewer plan and profile (identify/label public and private improvements)
 - Storm drainage plan and profile (identify/label public and private improvements)
 - Storm water quality/quantity facility plan and details
 - Landscape plan and lighting plan (with all site and public street lights)
 - Detail pages
 - Traffic signing and striping plan / traffic signal plan (if required)
 - Franchise utility plan (PGE, NWNG, VERIZON, QWEST, COMCAST)
- Intersection Sight Distance Certification (if meeting public roadway)
- Hydrant flow test report and water system analysis for the public water system
- Completed Certified Impervious Surface Area Inventory and Water Quality Facility Information Sheet (City Standard Form, stamped by engineer, surveyor, or architect)
- (2) Reports - Storm Water Quality & Quantity Facilities design calculations with PE stamp
- CWS Service Provider Letter and approved plans
- Completed Agreement to Construct Improvements and Retain Design Professionals Registered in Oregon (City Standard Form, signed by all applicable parties)
- Completed Application (City Standard Form) and check for plan application fee
- Completed 1200-C Erosion Control Application, LUCS Form & CWS Checklist (1 acre or more)

Submitted by: _____ Date: _____

Subdivision/Partition Checklist for Complete Application Review

This checklist is a tool to assist applicants and to help the City expedite permit applications. In addition, it is intended that a complete review will be accomplished with the first submittal. An incomplete application will be returned without a complete review being performed. This checklist review for a complete application does not fall under the same constraints as a land use application. Check off the items submitted on this checklist and return it attached to a dated transmittal form or cover letter accompanying the submittal. Should any item not be needed or applicable to the project, then a brief statement of explanation needs to be written in the space below the item.

- Seven sets of 24 by 36 inch plans (each sheet stamped by a design professional) including:
 - Cover sheet with 5 inch by 5 inch clear space in lower right corner for City stamp
 - Grading and erosion control plan with wetlands and floodplains identified
 - Street plan and profiles (identify public & private streets)
 - Composite utility plan with easements and structures shown (identify private streets)
 - Water plan and profile
 - Sanitary sewer plan and profile
 - Storm drainage plan and profile
 - Storm water quality/quantity facility plan and details with landscape plan
 - Street light plan / signing and striping plan / signal plan (if required)
 - Detail pages
 - Utility easement locations (PGE, NWNG, VERIZON, QWEST, COMCAST)
- Intersection Sight Distance Certification (if meeting public roadway)
- Hydrant flow test report and water system analysis for the public water system
- Completed Certified Impervious Surface Area Inventory and Water Quality Facility Information Sheet (City Standard Form, stamped by engineer, surveyor, or architect)
- (2) Reports - Storm Water Quality & Quantity Facilities design calculations with PE stamp
- CWS Service Provider Letter and approved plans
- Completed Agreement to Construct Improvements and Retain Design Professionals Registered in Oregon (City Standard Form, signed by all applicable parties)
- Completed Application (City Standard Form) and check for plan application fee
- Completed 1200-C Erosion Control Application, LUCS Form & CWS Checklist (1 acre or more)

Submitted by: _____ Date: _____

CITY OF BEAVERTON
CERTIFIED IMPERVIOUS SURFACE AREA INVENTORY AND
WATER QUALITY FACILITY INFORMATION SHEET
TO BE SUBMITTED WITH SITE DEVELOPMENT APPLICATION

Project Name: _____

Site Quarter Section / Map & Tax Lot: _____

Total Acreage: _____ (to nearest 1/10th of an acre total disturbance limits)

Total Impervious Area: (square feet)

1. Existing: _____

2. Proposed: _____

Number of Lots in Subdivision: _____

Proposed Facility Types:

- Extended Dry Detention Pond
- Bio Swale
- Wet Pond
- CONTECH StormFilter: Vaults _____; Cartridges _____; Basins _____ (total #'s)
- Other _____

Size:

Treatment Area: (square feet) _____

Treatment Volume: (ponds, cubic feet) _____

Treatment Length: (swale, feet) _____

If a fee-in-lieu of construction a facility was permitted during land-use approval, please note any of the following that apply. (USA R&O 2007-020 Section 4.05.2a) (Attach copy of justification letter from the Professional Engineer or Architect, if applicable.)

(check all that apply)

- The site topography or soils makes it impractical or ineffective to construct an on-site facility.
- The site is small compared to the development plan, and the loss of area for the on-site facility would preclude the effective development.
- There is a more efficient and effective regional site within the sub-basin that was designed to incorporate the development or is in the near vicinity with the capacity to treat the site.

Seal of Professional Engineer / Surveyor
(or Approved Architect)





AGREEMENT TO CONSTRUCT REQUIRED IMPROVEMENTS AND RETAIN DESIGN PROFESSIONALS REGISTERED IN OREGON

ARTICLE I. Acknowledgment of Obligation to Construct Required Improvements

Developer hereby acknowledges that the development commonly known as

(City of Beaverton Land Use Planning [Design Review and/or Land Division] Application File Number (circle letter prefix): **DR/LP/SB** _____) includes, as a condition of approval, the construction of certain public and private improvements to serve said development and that said construction is regulated by BC 9.05.020, BC 9.05.046, and Ordinance 4060 (including any amendments or supplements). Developer further acknowledges that it is developer's obligation to cause said improvements to be designed and constructed in accordance with all special conditions, permits and approvals from the City Planning Director, hearing body, agency, and other jurisdiction with authority over the proposed work.

ARTICLE II. Retainage of Design Professional(s) and Contractor(s)

Developer agrees to retain design professionals and contractors appropriately licensed and skilled to design and construct the development. Design professionals may include civil engineers, environmental engineers, structural engineers, traffic engineers, registered geologists, lighting professionals, wetland consultants, licensed arborists, architects, landscape architects, or other professionals as required for the specific development proposal. Developer also agrees that only registered professional engineers with specialties in civil, environmental, structural, and/or traffic engineering, as appropriate to their respective expertise, shall perform primary design and construction inspection activities of improvements to be publicly-owned and maintained.

Further, in order to ensure coordination of design of the development and to facilitate efficient communication with the City, the Developer has retained _____, a professional engineer, engineering firm, or other design professional, registered and licensed to practice in the State of Oregon, to serve as Coordinating Design Professional, with duties as listed in Article III below, to provide developer with engineering and inspection services during the design and construction of all public improvements and professional design and construction observation services for regulated private improvements. If there is only one design professional responsible for preparing and submitting the entire project plan set to the City for review and approval, the design professional is automatically considered as the project's Coordinating Design Professional.

If an engineer, engineering firm or any other design professional providing services is dismissed, or otherwise stops providing developer with on-going, required services, developer shall promptly notify the City Engineer and retain a replacement. Under such circumstances, the City may, at its sole discretion, order work in progress to stop. As a condition to the resumption of work, the replacement engineer, engineering firm or design professional shall

attend a project orientation meeting with the City and may be required to submit documentation and other relevant information as deemed necessary by the City Engineer.

ARTICLE III. Scope of Professional Services

Developer agrees that the scope of work provided by any engineer, engineering firm, or other design professional hired by developer to work on the project shall include, at a minimum, the following items and responsibilities as applicable:

1. The design professional shall prepare construction plans and drawings, specifications, reports, test results, and cost estimates, professionally sealed in accordance with the requirements of the City Engineer, City standards, specifications and any special conditions imposed by a hearing body, agency or other jurisdiction with authority over the proposed work. Reference City Engineering Design Manual and Standard Drawings (Ordinance 4060).
2. The design professional shall stamp/seal every plan sheet the design professional is responsible for preparing and submitting to the City for official review.
3. For documents and individual plan sheets that incorporate the work of more than one design professional, each design professional shall clearly delineate the elements for which each is responsible, professionally sealed as required.
4. If the overall project plan set contains individual plan sheets from more than one design professional for submittal to the City (e.g., architect, traffic engineer, structural engineer, lighting professional, landscape architect), the developer shall appoint a Coordinating Design Professional who shall prepare a plan set cover sheet and shall be responsible for compiling all plan set contents and resolving any plan conflicts among the various contributing disciplines.
5. If other professional disciplines must be consulted only (in other words, not producing separate plan sheets) to prepare a plan set submitted to the City, the design professional shall receive the consultant's calculations, reports, and recommendations and shall provide them to the City with the plan submittal. The City may ask consultants to a design professional to confirm in writing that the plans submitted by the design professional to the City sufficiently incorporate the consultants' recommendations.
6. The Coordinating Design Professional shall participate in the arrangements for and observation of all site surveying, grading and construction staking relating to the required improvements. The design professional shall provide the City Engineer with copies of survey field notes, if requested.
7. Unless otherwise approved by the City Engineer, the developer/owner and all involved design professionals shall attend a pre-construction conference with the City and the contractor(s). Design professionals shall attend other inspection or oversight visits that may be required by the City or other regulatory entities and government agencies. Each design professional that prepares and seals a plan sheet must make a post-construction site visit and sign the City Completion Certification Letter.
8. The Coordinating Design Professional shall provide engineering and inspection services during the construction of all public improvements and oversee professional design and construction observation services for regulated private improvements per Chapter 1 of the City of Beaverton Engineering Design Manual (Ordinance 4060). The Coordinating Design Professional shall perform all primary inspection duties for the public improvements construction, monitor site grading and site paving, and shall provide the City with copies of the inspection notes of public improvement construction on a weekly

basis. Frequency and duration of inspection and construction observation visits shall be sufficient to permit the design professional(s) to: 1) seal/stamp the plans "As-Built" for the public improvements and; 2) provide record drawings for the site grading, site paving, and other required private improvements and; 3) provide the City with a City Standard Completion Certification letter.

9. The Coordinating Design Professional shall be responsible for obtaining the information and signatures needed from all involved design professionals to complete the City Standard Certification letter. Following completion of construction, and prior to the City's releasing the performance bond, the "As-Built"/record drawings and data shall be provided to the City, per City standard. Each sheet of the drawings shall be stamped "As-built"/record drawing as appropriate, signed, and dated by the applicable design professional(s).
10. The Coordinating Design Professional shall request and obtain written authorization from the City Engineer or his designee before construction either deviates from the approved plans or uses any materials or products not specified in the plans. Requests to deviate from approved plans or to use unauthorized materials must be prepared and submitted by the appropriate design professional with a written explanation of the circumstances requiring the change.

ARTICLE IV. Completion of Project.

The Developer acknowledges that a "complete project" is one in which:

1. All public and site development improvements have been completed, have passed a final inspection, and all "punch list" items have been corrected.
2. All special conditions imposed by the City Planning Director, a hearing body, other agencies, and jurisdictions have been satisfied with improvements completed and acceptable by each applicable authority, agency, and jurisdiction. Any outstanding fees, easements, financial securities, and construction maintenance guarantees have been paid, submitted, and provided, as applicable, in a form acceptable to the City and other authorities, agencies, and jurisdictions.
3. "As-Builts" of public improvements and record drawings of privately-owned and maintained improvements have been submitted per City standards.
4. Except for single-family subdivisions, the design professional has provided certified impervious surface analysis of site with "As-Built"/record drawings as required by the City Engineer and City Finance Department staff.
5. A City Completion Certification Letter has been completed and signed by the design professional(s) that prepared and sealed a plan sheet, that certifies that the public improvements were appropriately inspected, private improvements observed, and all improvements are finished in substantial conformance with the design intent, approved plans, applicable specifications, and land-use order(s) conditions of approval.

ARTICLE V. Enforcement

The developer acknowledges that failure to adhere to the terms and provisions stated in this agreement may, in addition to other possible remedies, result in the revocation of the site development permit, the issuance of a stop work order and/or commencement of civil proceedings for violation of City ordinances. This agreement is not transferable.

Signature of Developer

Date

Printed name: _____

The undersigned Coordinating Design Professional acknowledges that he or she has been retained by developer to perform professional services that include, at a minimum, those services listed above in Article III in the required scope of services.

Signature of Coordinating Design Professional

Date

Professional Engineer: Civil Environmental Traffic Structural

Licensed Architect Licensed Landscape Architect (privately maintained improvements only)

Printed name: _____

Oregon Reg./License # _____

Received by: _____

For the City of Beaverton

Date

The undersigned design professional(s) acknowledge(s) that he or she has been retained by developer to perform professional services that include, at a minimum, those services listed above in Article III in the required scope of services as appropriate:
(Attach additional copies of this page as needed for all design professionals involved, signed in live-ink by the developer, coordinating design professional, and additional design professionals with the project.)

Signature of Design Professional

Date

Professional Engineer: Civil Environmental Traffic Structural

Licensed Architect Licensed Landscape Architect (privately maintained improvements only)

OTHER DISCIPLINE/SPECIALTY _____

Printed name: _____

Oregon Reg./License # _____

**BEAVERTON CITY ATTORNEY'S OFFICE
APPROVED LIST OF PERFORMANCE SECURITIES
FOR PUBLIC IMPROVEMENTS**

The following forms of security are acceptable for public improvements required by development approvals. In every instance, please send the offered security to the plans examiner for your project. The security - - and any cover letter accompanying the security - - must state both the official project name and project reference number(s).

Upon receipt of the offered security, the plans examiner will verify: (1) the accuracy of the construction cost dollar amount, (2) that the principal on a performance bond is the owner of the property, and (3) that the form of security is legible with ink signatures (no photocopies or facsimiles). Offered securities not meeting these standards will be returned to applicant with an explanation of the deficiency.

Securities meeting the above criteria will be transmitted to the city attorney's office for final approval. The attorney's office will return approved securities to the site development division for copying, distribution and safekeeping (including, as needed, deposit with finance department).

Securities not approved by the city attorney's office will be returned to the site development division with an explanation of the deficiency. The plans examiner will contact the applicant with an explanation of the deficiency and a request for revision.

**PLEASE CONTACT ONLY THE ASSIGNED PLAN REVIEWER WITH INQUIRIES REGARDING A
PROJECT OR A PERFORMANCE SECURITY**

ACCEPTABLE SECURITIES

- 1 **CASH, CASHIER'S CHECKS AND MONEY ORDERS.** Cash and its equivalents will be deposited into city's accounts. Interest, if any, will accrue to city. City will repay the deposited amount, without interest, when the security is released upon project completion.
- 2 **PLEDGES OR ASSIGNMENTS OF TIME DEPOSIT ACCOUNTS.** Includes certificates of deposit (CD's") at financial institutions in Oregon, provided CD has automatic roll-over or re-deposit upon maturity. The pledge or assignment must be on the financial institution's letterhead and be an original form with ink signature. No copies or facsimiles will be accepted. The financial institution must state that it accepts or acknowledges the pledge or assignment. Interest will accrue to depositor.
- 3 **PERFORMANCE BONDS.** Principal must be the owner of the property or the development applicant. Surety must be authorized to do business in Oregon. Bond must name City as an obligee or co-obligee (refer to city standard form). Construction contractor may not be named as principal unless also the property owner.
- 4 **IRREVOCABLE LETTERS OF CREDIT.** Must name city as beneficiary and be subject to Uniform Customs and Practice for Documentary Credits (ICC Publication 600 - July 2007 revision) or subsequent revision. Issuing or advising financial institution must be authorized to do business in Oregon. The letter of credit may not expire for at least two years after date of submittal.

Memo

To: DEVELOPMENT SERVICES STAFF/SITE DEVELOPMENT PERMIT SECTION

From: BILL SCHEIDERICH, ASSISTANT CITY ATTORNEY:

Re: ASSIGNMENT OF ACCOUNT AS SECURITY FOR COST OF PUBLIC IMPROVEMENTS

This is in response for requests from development applicants for a “standard form” of assignment of a bank account to serve as security for public improvements. We have declined to draft a standard form in the past because of various banks’ and lenders’ insistence on use of their own forms. What follows will, instead, constitute the minimum requirements as to the format of an assignment of account offered to the City as performance or maintenance security.

1. The document shall be on the depository’s letterhead, signed with bank or depository’s officer’s name and title printed below signature, with signed acknowledgment of contents of document by the development applicant. By “depository” I mean the institution where the money is held, not the office or place where the account holder does business. In other words, the document is to be furnished by the bank where a real estate company (for example) has the funds in question on deposit – it is not to be furnished by the real estate company as holder or “owner” of that account.
2. The original document with live ink signatures must be submitted to the City and kept in the City’s custody for the duration. Facsimiles and photocopies are acceptable only as a one or two day interim measure while the original is in transit. The facsimile must be the complete (signed, on letterhead) document, not a “draft” copy. Failure to submit originals within two business days of sending a facsimile of the signed, complete original will be cause to stop work.
3. The document shall identify the account holder by name, the amount of funds on deposit (the amount shall be sufficient to meet the City’s required security amount), the account number, and the City’s reference number(s) for the development in question, for example, “DR- or CU-“ as to site development permits.
4. The document shall verify that the account owner (who will be the development applicant or another acting on the applicant’s behalf) has assigned the funds in question for the use and benefit of the City of Beaverton as security for the cost to complete (or the cost to maintain against defects) the public improvements required to be constructed at the Property as per [City reference document number, as per No. 3 above]. The document shall describe the means by which the City can draw on the account (a letter to the depository from the City Engineer stating that the development applicant has failed to complete or maintain, should be sufficient).
5. The document shall provide that interest, if any, earned on the amount on deposit shall accrue to the benefit of the depositor. It shall also provide that the funds will remain on deposit until release to the depositor is authorized by the same person entitled to draw on the account as per No. 4 above, or until the one-year maintenance period has elapsed (in the case of maintenance security only).
6. As this format still allows for variations, as per usual practice, all such submittals shall be subject to the approval of the City Attorney.



City of Beaverton

4755 SW Griffith Drive, PO Box 4755, Beaverton OR 97076

Bank Assignment of Account for Performance Security

Explanation of Agreement:

- 1) Fill in brief description (name of project)
- 2) Fill in Land Use and Site Development project / permit numbers
- 3) Fill in date
- 4) Fill in depositor's name
- 5) Fill in bank's name
- 6) Fill in amount of money in the account
- 7) Fill in the bank account number
- 8) Fill in the name of the bank holding the account
- 9) Fill in the amount of money to cover City's bond
- 10) Fill in name of City where this assignment is taking place
- 11) Fill in date being executed
- 12) Leave blank-City will fill in
- 13) Live-Ink Signature of Depositor who is assigning money to City and their address

Bottom portion of the Agreement is completed by the Bank Officer:

- 14) Fill in account number
- 15) Fill in amount
- 16) Fill in date
- 17) Live-Ink signature on Agreement
- 18) Attach business card or otherwise indicate address of bank

The bank will attach information sheet on their letterhead showing basic details regarding the security being assigned to the City. It generally shows the depositor's name and address, the account number, when the account was established, when it will mature, etc.

(BANK LETTERHEAD)

AGREEMENT WITH DEPOSITOR AND TRUSTEE OF DEPOSITS

This agreement is for the purpose of fulfilling the requirements of (1) _____ project nos. (2) _____ dated (3) _____, between the City of Beaverton and (4) _____ and is entered into by the Depositor and Trustee (bank) (5) _____.

The undersigned Depositor and Trustee do hereby assign the right to the City of Beaverton to determine as its discretion, the payment of all funds or securities held by (bank) (5) _____ in the amount of (6) \$ _____ in Certificate of Deposit (7) # _____ in the improvements to fulfill the requirements of above listed project.

It is understood and agreed that the (bank) (8) _____ will hold such funds or securities in the amount of (9) \$ _____ until authorized or direction for payment is received from the City of Beaverton. In the event of non-performance, the City of Beaverton has the right to withdraw Principal Funds with City of Beaverton's signature only. The City's right to withdraw shall occur on certification by Beaverton's City Engineer that the required improvements have not been completed according to the Conditions of Approval and City Standards.

The Certificate of Deposit shall be renewed by Depositor (4) _____ upon maturity until the authorization or direction for payment is received from the City of Beaverton. All interest shall be paid or accrued as directed by the Depositor notwithstanding anything contained herein to the contrary.

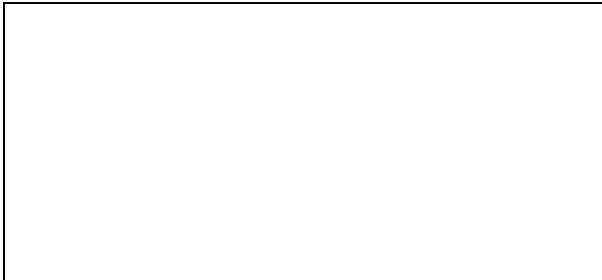
The Certificate of Deposit, original or renewed, is to remain invested as stated until such time as all Public Improvements are completed and accepted by the City of Beaverton.

Signed and dated at (10) _____ (bank) _____
This (11) _____ day of _____ 20 _____.

(12) _____ (13) _____
Signature, City of Beaverton Signature of Depositor
PO Box 4755 _____ (address)
Beaverton, OR 97076 _____

ACCEPTANCE

The undersigned hereby acknowledges the issuance of Certificate of Deposit (14) # _____, in the amount of (15) \$ _____ this (16) _____ day of _____ 20 _____. It is agreed that such funds will be held for uses and purposes stated above until authorization for disposition is granted by the City of Beaverton.

(18)


(17) _____
Authorized Signature (Bank)

Address



CITY OF BEAVERTON

4755 S.W. Griffith Drive, P.O. Box 4755, Beaverton, OR 97076 General Information (503) 526-2222 V/TDD

TO: PRINCIPAL and/or SURETY

Re: PUBLIC IMPROVEMENT PERFORMANCE BOND
CITY ATTORNEY STANDARD FORM

Attached is a Public Improvement Performance Bond, standardized by the City Attorney's office.

Please fill in the appropriate blanks (note: #1 shall name only the property owner as principal, #4 project name, and #5 shall be the planning and site development project numbers). The form must be signed by both the principal and the lender. The City requires a live-ink original of this form, not a fax or photocopy.

Please note that if you choose not to use the standard form provided, you should expect that the approval process may be delayed because of the additional time necessary to review non-standard documents.

Thank you for your cooperation.

H:SD/Perfbond2.doc/updated 4/2005

PUBLIC IMPROVEMENT PERFORMANCE BOND

Bond No. _____

Know all men and women by these presents, that we, (1) _____
as principal, and we (2) _____, as surety, qualified and
authorized to do business in the state of Oregon are held and firmly bound unto the City of Beaverton, Oregon, a
municipal corporation, in the sum of (3) _____

_____ (\$ _____)
lawful money to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, APPROVAL OF (4) _____, WHICH IS MORE
PARTICULARLY DESCRIBED AS FOLLOWS: (5) _____, HAS BEEN GIVEN BY
THE BEAVERTON PLANNING DIRECTOR ON THE ____ DAY OF _____, 20__; AND

WHEREAS, THE ABOVE APPROVAL AND THE SITE DEVELOPMENT PERMIT WHICH WILL BE
ISSUED BY THE CITY CONTAINS CERTAIN CONDITIONS REQUIRING THE COMPLETION OF PUBLIC
IMPROVEMENTS ACCORDING TO CERTAIN SPECIFICATIONS AND STANDARDS FOR FULL
COMPLIANCE WITH OTHER SPECIFIED CONDITIONS CONTAINED IN SAID APPROVAL, **A COPY OF
WHICH APPROVAL IS ATTACHED HERETO**, AND IS HEREBY REFERRED TO AND MADE A PART
HEREOF; AND

WHEREAS, IT IS EXPRESSLY UNDERSTOOD THAT PRINCIPAL IS MAKING THESE
IMPROVEMENTS TO THE SPECIFICATIONS AND STANDARDS PUBLISHED BY THE CITY ENGINEER
AND ADOPTED BY THE BEAVERTON CITY COUNCIL AND IT IS FURTHER UNDERSTOOD THAT SAID
PRINCIPAL WILL COMPLETE THE IMPROVEMENTS TO THE SATISFACTION OF THE CITY'S
ENGINEER.

NOW, THEREFORE, IF THE PRINCIPAL HEREIN SHALL FAITHFULLY AND TRULY OBSERVE
AND COMPLY WITH THE TERMS, CONDITIONS AND PROVISIONS OF SAID APPROVAL UPON THE
TERMS PROPOSED THEREIN AND WITHIN THE TIME PRESCRIBED THEREIN, OR AS EXTENDED AS
MAY BE AGREED IN WRITING FOR GOOD AND SUFFICIENT CAUSE; AND SHALL PROMPTLY PAY
ALL LABORERS, MECHANICS OR SUBCONTRACTORS AND MATERIALMEN, AND ALL PERSONS
WHO SHALL SUPPLY SUCH LABORERS, MECHANICS OR SUBCONTRACTORS WITH MATERIAL,
SUPPLIES OR PROVISIONS FOR CARRYING ON SUCH WORK, AND ALL JUST DEBTS, DUES AND
DEMANDS INCURRED IN THE PERFORMANCE OF SUCH WORK; AND SHALL IN ALL RESPECTS
PERFORM SAID WORK ACCORDING TO LAW, THEN THIS OBLIGATION IS TO BE VOID, OTHERWISE
TO REMAIN IN FULL FORCE AND EFFECT.

THE SURETY, FOR VALUE RECEIVED, HEREBY AGREES THAT NO CHANGE, EXTENSION OF
TIME, ALTERATION, OR ADDITION TO THE TERMS OF THE CONTRACT OR TO THE WORK
PERFORMED THEREUNDER OR THE SPECIFICATIONS ACCOMPANYING THE SAME SHALL IN ANY
WAY AFFECT THE OBLIGATIONS ON THIS BOND, AND IT HEREBY WAIVES NOTICE OF ANY
CHANGE, EXTENSION OF TIME, ALTERATION, OR ADDITION TO THE TERMS OF THE CONTRACT OR
TO THE WORK OR TO THE SPECIFICATIONS.

IN WITNESS WHEREOF, WE, THE ABOVE BOUNDED PARTIES, HAVE HEREUNTO SET OUR
HANDS AND SEAL THIS ____ DAY OF _____, 20__.

PRINCIPAL:

SURETY:

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____

APPROVED ENGINEERING DIVISION:

APPROVED CITY ATTORNEY'S OFFICE:

CITY ENGINEER OR DESIGNEE

CITY ATTORNEY OR DESIGNEE