

UTILITY PLACEMENT PERMIT APPLICATION

FOR UTILITY WORK IN THE RIGHT-OF-WAY

Department of Community Services Transportation Division

1620 SE 190th Avenue Portland, OR 97233-5910 Email: <u>ROW.Permits@multco.us</u>

Phone: (503) 988-3582 Fax: Fax (503) 988-3321

F 1	Official Use C Permit Numb Permit Appro Title: Permit Effect NSURANCE F	Der:UT-2024-0122 Dived By:RICK BUEN ENGINEER 2		
	APPLICA	NT INFORMATION:		
Name	e:	Archie Okon - Portland Genera	l Electric	
Maili	ng Address:	10800 SW Avery St		
Email	l Address:	Crewcoordination-eastern@pgr	n.com	
Phon	e/Fax:	503-422-6219		
Work Numb	Order per:	M3292695		
	our Contact n & Number:	503-464-7777	License or CCB Number(s):	103663
	JOB SITE	INFORMATION & LOCATION:		
	Address:		33304 SE Luste	d Rd
*IF N	Address:	PROVIDE DETAILED INFORMATION TO HELP	33304 SE Luste	d Rd
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Site Specific Traffic Control Plan/ ODOT Diagram 320



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Phone: (503) 988-83582 Fax: Fax (503) 988-3321

Pro	oject Plans:	
det	Plan View of the Project Site and Project – <u>INCLUDE</u> stailed information (i.e. address of project work)	Erosion Control Plan
Tra	affic Control Plans:	
'	Traffic Control Plan Included	No Traffic Control Plan Needed – REASON:
	DESCRIPTION OF WORK:	_
UT	New Facility Bore Plow Core Drill Street FILITY TYPE: Cable Electric Gas Sanitary Phone Storm	
SIZ	ZE OF PROPOSED EXCAVATION:	
Ler	ngth (ft.): Width (ft.): Depth ((ft.) Bore Line (ft):
DE:	ESCRIPTION OF WORK: BULLRUN FILT. PLANT - PROVIDE	WORKING CLEARANCE ALONG LUSTED RD
	GENERAL APPLICATION	
1.	Upon approval of this Application by Multnomah County by the first page of the Permit and the Applicant shall become the "Pe	- · · · · · · · · · · · · · · · · · · ·
2.		
3.	Except as allowed under the Multnomah County Road Rules Sec	ction 18, Subsection 18.250, Permittee must complete any
	authorized demolition, installation, construction, placement, or 120 days after Permit Effective Date. Any extension of time bey	
	Multnomah County.	
4.	Any Permit issued pursuant to this Application shall be applicat	
	Jurisdiction of Multnomah County authorized and identified he from Multnomah County for the use of any other public road rig	
5.		
	not under Multnomah County's Jurisdiction.	
6.	This Permit shall not be effective until a construction plan; spec and approved by the County Engineer or designee and incorpor	
7.	This Permit includes the "Permit Provisions" attached hereto a	
	(Authority: ORS 374.305-ORS 374.330;	ORS Chapter 758; MCC Chapters 27 and 29)
	Applicant's Signature: Archibong	Okon Date: 5/28/24
	Applicant's Signature: <u>Archibong</u> Applicant's Print Name: Archibong Oko	<u>Date:</u> 5/28/24

RIGHT OF WAY USE PROVISIONS FOR UTILITY PERMITS

- 1. (A) This Permit is issued by Multnomah County as a jurisdictional authority (hereinafter "County") over the Right of Way described on Page 1 of this Permit (the "Right of Way") to the Permittee (County and Permittee hereinafter collectively referred to as the "Parties") and controls all aspects of the Right of Way Use(s) set forth on Page 1, and as further provided in and subject to:
 - 1. If applicable, **Exhibit A**, which shall consist of any plans, specifications, drawings, or other design documents (collectively referred to as the "**Plans**") attached hereto, or as the Parties agree in writing to amend or revise said **Exhibit A** and which shall not be changed, altered, or modified without first obtaining the written consent of the County Engineer or the County Engineer's designee;
 - 2. If applicable, the Miscellaneous Provisions in Section 15. A;
 - 3. To the extent applicable, **Exhibit A** is hereby incorporated as a part of this Permit.
 - **(B)** This Permit does not authorize any activity on privately owned property. Should Permittee's activities encroach beyond the boundaries of the Right of Way covered under this Permit or otherwise exceed the jurisdictional authority of the County, Permittee shall obtain written consent from any owners of property abutting the Right of Way before beginning any work under this Permit.
 - **(C)** This Permit has been issued in connection with work done in a public road that is authorized pursuant to the provisions of ORS 758.010(1) "...to construct, maintain and operate its water, gas, electric or communication service lines, fixtures and other facilities..." along said public road; the County reserves all the rights under ORS 758.010(2) to direct the Permittee to relocate any such fixture, line or facility in the subject public road.
 - **(D)** This Permit is subject to ORS Chapters 374 and 758 and incorporates the following rules adopted by Multnomah County pursuant to Multnomah County Code Chapters 27 and 29:
 - **1. The Multnomah County Road Rules (MCRR)**, dated March 27, 2018, or as the MCRR shall be amended, and
 - 2. The Multnomah County Design and Construction Manual (DCM), and as the DCM shall be amended.
 - **(E)** For purposes of this Permit, the term "Permittee" shall refer to all parties acting under this Permit, including the the Applicant and any contractors and/or agents acting on behalf of the Applicant in performing the work authorized under this Permit. The use of the term "Permittee" shall not be intended to limit the number of parties that Applicant engages to perform its work under this Permit.
- 2. (A) The County contact person to coordinate work activities on the Right of Way shall be: (503) 988-3582, e-mail: ROW.Permits@multco.us, or as listed in Miscellaneous Provisions.
 - **(B)** Permittee contact person shall be listed on the cover pages of this permit or under the Miscellaneous Provisions.
- 3. (A) Prior to beginning any work or activities under this Permit, the Permittee shall confirm in writing to the County that Permittee has obtained a commercial general liability insurance policy that provides: (i) for a combined single limit of not less than \$1,000,000 per each incident or occurrence, and with an annual aggregate limit of not less than \$2,000,000; (ii) for extended reporting period coverage for claims made within two years after the activities, work or associated work authorized under this Permit is completed; (iii) for the County, its officers, employees and agents to be named as additional named insureds for all activities, work or associated work being authorized under this Permit. This Permit is automatically revoked without further action if the insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative. Insurance policy limits quoted herein are minimums set for 2014 and shall be subject to County review and adjustment annually.
 - (B) Alternatively, if Permittee is self-insured for the risks for which insurance is required under this Permit, and if

Permittee's self-insurance verification is submitted to the County, Permittee shall not be required to procure insurance as required under Subsection 3(A). For the duration of this Permit, Permittee shall annually provide written verification of self-insurance to the County. This requirement may be waived for governmental entities who have previously provided their verification of self-insurance.

- **4. (A)** To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, the Permittee agrees to defend, indemnify, and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from all claims, demands, suits, liabilities, damages, losses, costs, or expenses, including but not limited to attorney's fees, that the Indemnitees may sustain or incur on account of any damage to or destruction of any property that the County or any person, party or corporation may own or in which it may have an interest, or from the injury or death of any person or persons, which arise out of or are in any way connected with the activities conducted or work performed under this Permit by the Permittee, their officers, employees, contractors, agents, or other parties accessing or working on utilities. This duty to defend, indemnify and hold harmless does not apply to parties accessing or working on utilities which obtain separate permits for such access and work.
 - **(B)** To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, the Permittee agrees to defend, indemnify, and hold harmless the Indemnitees from all claims, demands, suits, liabilities, damages, losses, costs, or expenses which arise out of or are in any way connected with the use, generation, manufacture, storage, discharge, release, disposal, transportation, or possession of Hazardous Materials by the Permittee, its employees, contractors, or agents at any time during the term of this Permit at the Permit Site. "Hazardous Materials" means:
 - (a) any petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes, wastes or substances or any other materials or pollutants which:
 - (1) pose a hazard to the Permit Site or to persons on or about the Permit Site, or
 - (2) cause the Permit Site to be in violation of any federal, state, or local law, ordinance, regulation, code, or rule relating to Hazardous Materials;
 - **(b)** asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers, or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million;
 - (c) any chemical, material, or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "waste" or "toxic substances," or words of similar import under any applicable local, state, or federal law or under the regulations adopted or publications promulgated pursuant thereto including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and
 - (d) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by any governmental authority or may or could pose a hazard to the health and safety of the owners and/or occupants of property adjacent to or surrounding the Permit Site.
 - **(C)** The Permittee's obligations under Section 3 and Section 4 herein, shall survive the termination of this Permit to the fullest extent as allowed or recognized under applicable law, statutes, codes or regulations.
 - **(D)** Notwithstanding the foregoing language in this Section 4(A), Permittee shall not be liable for (and the foregoing indemnity obligations shall not cover) any claim, demand, suit, liabilities, damages, losses, costs, or expenses to the extent the same resulted from the negligence, willful misconduct or strict liability of Multnomah County, its officers, employees, contractors or agents.

- 5. Traffic control is the responsibility of the Permittee and shall be performed in accordance with the Manual of Uniform Traffic Control Devices and Oregon Supplements. The Permittee shall submit a copy of the traffic control plan for County review and approval not less than five working days prior to the date the activities or work authorized under this Permit are scheduled to begin. Work or activities shall not begin until written approval of the traffic control plan is obtained from the County Engineer or designee.
- 6. The Permittee shall provide the name and telephone contact number for its Project inspector or contractor, and a 24-hour emergency telephone number(s) for the Project inspector or contractor, prior to beginning activities or work under this Permit.
- 7. Within 30 days of request by the County, Permittee shall provide the County with a list of all current or pending lessees leasing space from Permittee within the Right of Way, which shall include contact information for lessee.
- **8.** ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center (the "Center"). Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the Center. The telephone number for the Center is (503) 232-1987.
- **9.** No modification shall be made to any fixture or installation as shown on Exhibit A and authorized under this Permit without prior approval from the County.
- 10. The Permittee shall restore the Right of Way to an equal or better condition than existed prior to the activities or work authorized under this Permit. The Permittee is responsible for quality control of all demolition or new construction made to the Right of Way. The County may perform spot inspections to monitor quality control. The Permittee shall correct all construction work that does not conform to County standards. The County may require additional work to return the Right of Way to "as good" or "better" condition.
- 11. The Permittee shall be in compliance with all federal, interstate, state, regional, and local laws, regulations, rules, and ordinances, pertaining to all the activities or work performed under this Permit including, but not limited to, obtaining all necessary and applicable construction and erosion control permits and approvals prior to beginning the activities or work authorized under this Permit and compliance with all applicable business licenses, OSHA rules and regulations.
- 12. (A) For emergency work in the Right of Way, County shall have the right, upon such reasonable notice to Permittee as may be accomplished given the time and circumstances of the emergency event, to at any time (including during any of Permittee's activities or work of any kind in the Right of Way), enter and occupy the entire or any part of the Right of Way for the purpose of inspecting, maintaining, repairing, renewing, replacing or reconstructing the Right of Way, or any replacement facility thereto as County in its sole discretion shall deem necessary and appropriate. Notwithstanding the rights established under this Subsection 12(A), in an emergency situation County shall make reasonable efforts to coordinate with Permittee to ensure the restoration of the Right of Way and any utilities in the Right of Way is accomplished in the most effective and safe manner.
 - **(B)** For non-emergency work in the Right of Way, County shall comply with the requirements of ORS 758.025 to coordinate with Permittee on any County projects, construction or other necessary work in the Right of Way that will require the relocation of Permittee's installations.
- 13. County's activities described in Section 12 may require Permittee, its contractors, agents or sublessees (collectively "Permittee Parties") to remove or relocate any fixtures, installations, facilities or personal property, including but not limited to: vehicles, machines, tools and equipment from their existing location in the Right of Way. Upon entry, County shall, without liability to Permittee Parties, have the right to remove any such fixtures, installations facilities or personal property from the Right of Way as may be necessary to accomplish the required work if Permittee fails to act in accordance with the County's directive under ORS 758.010(2), and to remove Permittee's fixtures, installations, facilities, or personal property in a timely manner. County shall have no obligation to restore or repair any improvements removed or damaged in the performance of County's work done under these Sections 12 and 13. Permittee Parties agree that County shall have no obligation to restore the Right of Way or Permittee

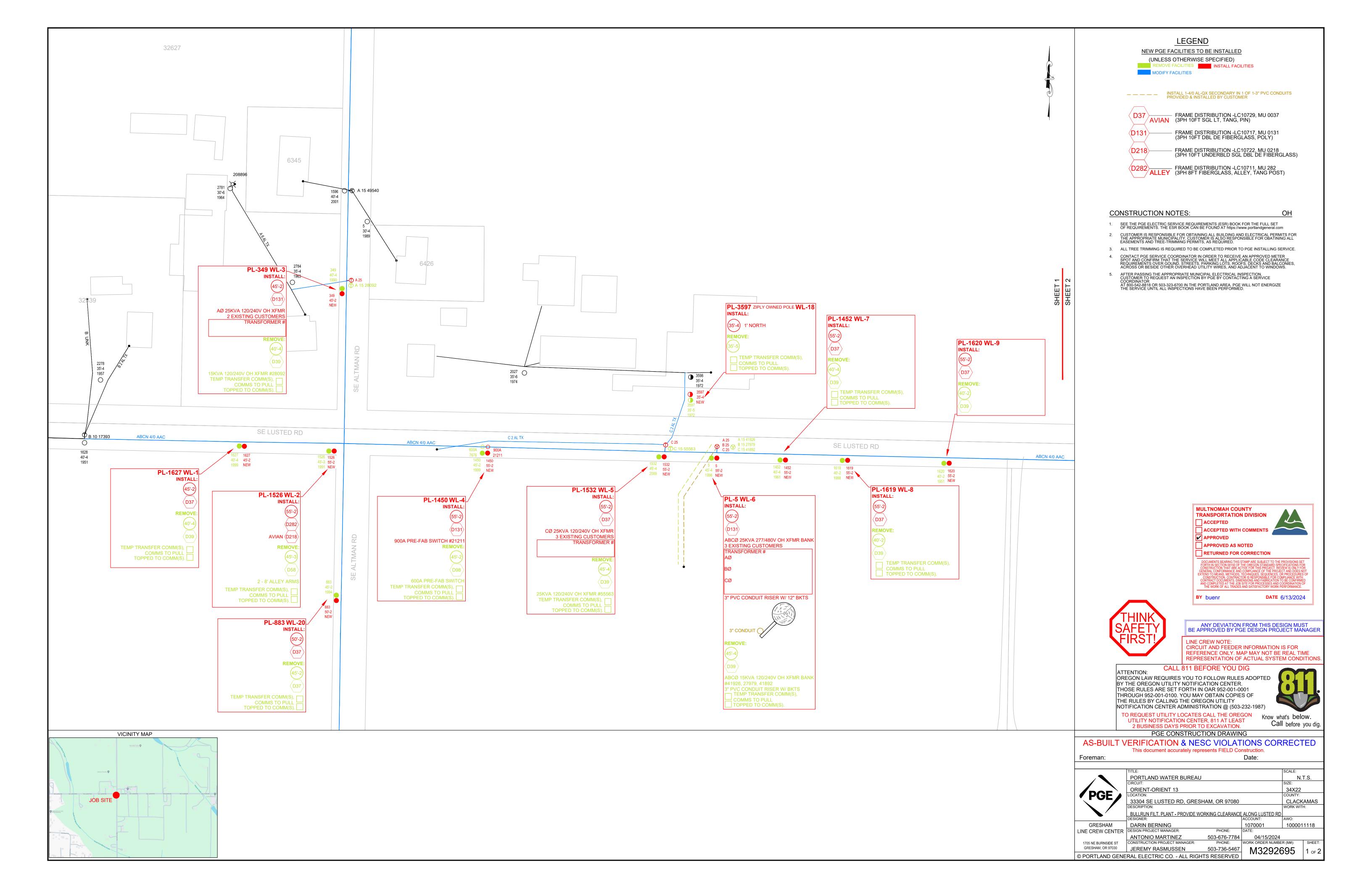
Parties' improvements and County shall have no liability to Permittee Parties for any disruption of Permittee Parties' business, for loss of Permittee Parties' real or personal property, for Permittee Parties' lost profits or for any other loss incurred by Permittee Parties as a result of such entry or as a result of Permittee Parties being required to vacate the Right of Way pursuant to the terms of these Sections 12 and 13.

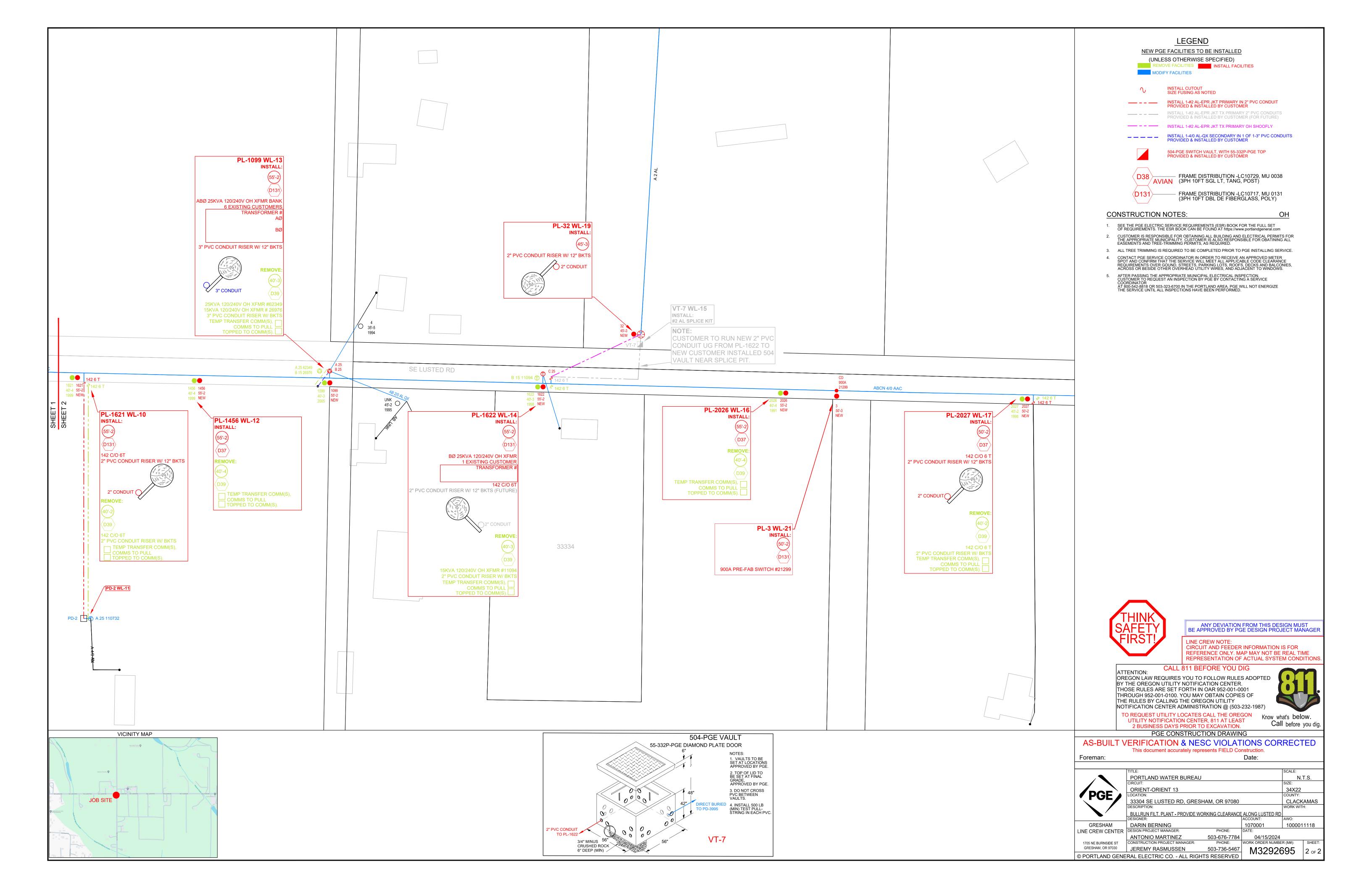
14. Consistent with ORS 374.309 and 758.010:

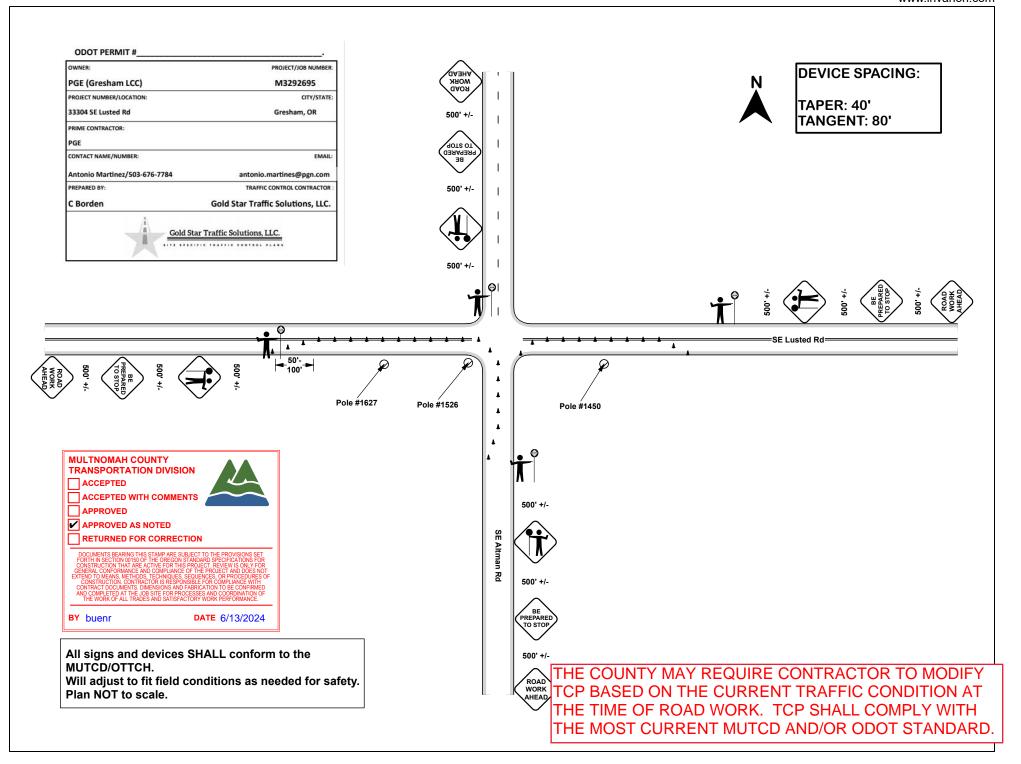
- (A) The Permittee shall bear the duties imposed under ORS 374.315 to ORS 374.320 with respect to maintenance, repair or removal, as applicable to the type of Project authorized under this Permit, and such duties shall include any work on adjacent property affected by the permitted work
- **(B)** The Permittee shall complete the work in a timely manner to the satisfaction of the County and as may be described elsewhere in this Permit. Any substantial change in scope of work requiring further County resources will result in additional fees in accordance with the adopted fee schedule and the MCRR. Any additional work required by the Permittee to correct or repair damages caused by the Permittee's activities will be subject to the same time limits as the original work unless the County grants additional time.
- **(C)** As provided in the MCRR Subsections 18.275 E. and 18.700, the County may require surety bonds as performance and maintenance guarantees if deemed necessary by the County Engineer for the work proposed under this Permit.
- **(D)** As provided in the MCRR Subsection 18.135: "The time limits provided in a permit to complete construction, placement, installation or similar activities shall be controlling; if the authorized activities are not completed within the specified time the permit shall expire. A permit may be extended at the discretion of the County Engineer for good cause shown upon timely written request of the permittee prior to the original expiration date and the payment of any applicable extension fee as established by the Board of County Commissioners." The County may require a schedule for work completion and assess damages for delays. Damages resulting from delays may include but are not limited to impacts to County capital projects, community impacts, and additional County resources.
- **(E)** As provided by MCRR Subsection 18.475 B., in the event the Permittee fails to perform and the County incurs reasonable and necessary expense to correct, mitigate, or abate damages related to the Permit, the Permittee shall reimburse the County within 10 days of receiving a bill.
- **(F)** As provided by MCRR Subsection 18.450, the County reserves the right to stop the activities or work performed under this Permit for failure to comply. All costs associated with activities or work stoppage or revocation as provided herein are the responsibility of the Permittee, and all costs shall be borne by the Permittee.
- **(G)** As provided in the MCRR Subsection 18.130: "A permit may be revoked at any time by mutual consent; for failure of the applicant to abide by the terms and conditions of the permit as determined in the sole discretion of the County Engineer; to protect public safety or to serve the best public interest as determined by the County Engineer; or by the operation of law."

(A) Miscellaneous Provisions (if a			
(B) Permittee's Initials for Signa	AO ture:		

Utility (rev 10-19-2020) Page 7 of 7

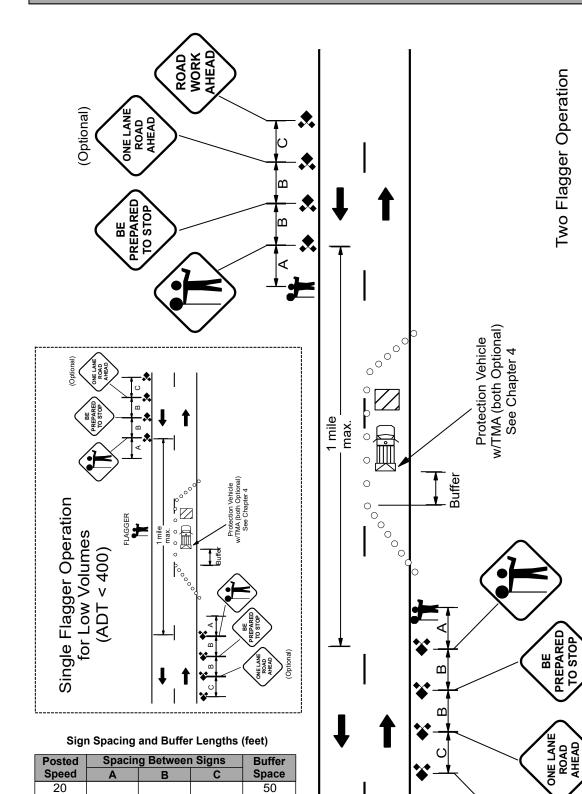






(Optional)

ROAD WORK AHEAD



Stationary Lane Closure with Flagging

Diagram 320

Diagram 320 covers total closure of one lane of a two-lane, two-way roadway. See the detail inset for the layout if using a single flagger to control both directions of traffic on low volume roads (less than 400 ADT) with good sight distance as discussed below.

- 1. Use truck-mounted flashing warning lights on work and protection vehicles. See Section 4.3 Lights and Lighted Signs for exceptions.
- 2. For added visibility, a truck-mounted arrow board or PCMS in caution mode may be used.
- 3. Flaggers at each approach are required if any of the following conditions exist:
- a. Night Operations.
- b. Work space is over 200 feet in length.
- c. Sight distance is less than 750 feet from each approach through the lane closure.
- d. Traffic volumes are greater than 400 ADT.
- 4. The length between the Flagger Ahead signs shall not exceed one mile. Use Diagram 340 Lane Closure with Pilot Car if exceeding one mile.
- 5. Cones should be used to outline the work space when curves or other roadway alignments prevent clear direction for the motorists to pass the work space safely.
- 6. Cones along the work space are recommended when posted speeds are 45 mph or greater, when working under heavy traffic or when travel lanes are narrower than 11 feet.
- 7. Extended queue signing (see Diagram 5-4) should be used when traffic queues extend beyond the initial advance warning sign.
- 8. When flagging near an intersection, the "Flagger Ahead" (CW23-2) sign should be visible to traffic entering from any side road. Additional advance warning and Flagger Ahead symbol signs may be placed on the side road(s).
- 9. Sign set-up and flagger placement shown may be used for intermittent full road closures of 20 minutes or less.
- 10. The "ONE LANE ROAD AHEAD" (W20-4) sign is optional and should be considered on high volume or high speed roads, or when extended queues are expected.