

**EXHIBIT A**  
**AGREEMENT**  
**FOR**  
**PRIVATE PLUMBING REALIGNMENT**

This agreement is between the City of Portland, acting through its Bureau of Environmental Services (“BES”), and *insert property owner name(s)* (“Owner”), who owns the real property located at 1121 NE 49<sup>th</sup> Avenue (“Property”), which is identified by State reference 1N2E31BA 115700.

**A. RECITALS**

- B. Historically, BES provided sewer service to Owner’s Property with a public sewer located at the rear of the Property in a public sewer easement, as shown in the attached Exhibit A.
- C. The public sewer by which service has been provided to the Property is in poor structural condition and choked with roots.
- D. Because of limited access to the sewer, it cannot be rehabilitated or replaced.
- E. For the Owner’s Property to continue to obtain sewer service, the Property will have to connect to a sewer BES will provide in NE 49<sup>th</sup> Avenue. To make that connection, it will be necessary to realign the Property’s private plumbing.
- F. The property will lose gravity service to the basement when the Property connects to the NE 49<sup>th</sup> Avenue sewer, but will retain first floor gravity service.
- G. The purpose of this Agreement is to provide a mechanism by which to compensate the Owner for reasonable and appropriate costs associated with private plumbing realignment and landscaping restoration work necessary for the Property to connect to a public sewer in NE 49<sup>th</sup> Avenue.

**AGREEMENT**

- F. BES shall do the following:
  - 1. BES will provide scope for and review three competitive qualifying bids and plans, as described in Subsection 3 and 4 of Section H of this Agreement, which were obtained by the Owner for private plumbing realignment and landscaping restoration work for the Property, and will authorize Owner to proceed with the work using the lowest acceptable bid, as determined by BES.

2. BES will pay all reasonable and appropriate costs, as determined by BES, that are associated with private plumbing realignment and landscaping restoration work for the Property to connect to the public sewer in NE 49<sup>th</sup> Avenue. This includes a pump system for the basement.
3. BES agrees to provide payment for private plumbing realignment and landscaping restoration work authorized by BES within 30 days of receipt of an invoice that meets the stipulations in Subsection 6 and 7 of Section H of this Agreement.
4. BES agrees to relinquish the public sewer easement on the Property upon completion of the Property's connection to a public sewer in NE 49<sup>th</sup> Avenue.

G. Owner shall do the following:

1. Owner agrees to assume responsibility of contracting, as defined in Subsection 9 of Section H of this Agreement, for the private plumbing realignment and landscaping restoration work for the Property.
2. Owner will obtain three competitive qualifying bids and plans for private plumbing realignment and landscaping restoration work for the Property, as stipulated in Subsection 4 of Section H of this Agreement, and will submit them to BES for review, approval and authorization prior to contracting for the work.
3. Owner agrees to accept and work with contractor, bid, and plan selected by BES.
4. At a mutually agreed upon time, Owner will provide access to the Property for BES's inspection of any private plumbing realignment and landscaping restoration work for which a qualifying invoice has been, or will be, submitted to BES for payment. BES inspection does not substitute for permit inspection and approvals from the Bureau of Development Services indicated in Subsection 7.i.of Section H of this Agreement.
5. Owner will disconnect private plumbing for the Property from the existing public sewer at the rear of the Property, and will connect to the public sewer in NE 49<sup>th</sup> Avenue within one year of completion of construction of the sewer in NE 49<sup>th</sup> Avenue.

H. Miscellaneous provisions:

1. Any modifications to this Agreement must be made in writing and approved by all parties.
2. Plumbing facilities on the Property are and will remain the property of the Owner. Owner retains responsibility for maintenance and repair of all existing and new private plumbing facilities.
3. A qualifying bid is to be from one contractor that will be responsible for all portions of private plumbing realignment and landscaping restoration work for the Property.

The contractor is to be in good standing with the Oregon Construction Contractors Board, and have a current business license with the City of Portland.

4. A qualifying bid is to contain the following items:
  - a. Company name.
  - b. Estimator's name.
  - c. Company address.
  - d. Company phone number.
  - e. State CCB number.
  - f. City business license number.
  - g. Method of abandonment of outside existing private plumbing.
  - h. Plan and details of work to be performed.
  - i. Itemized list of estimated costs.
  - j. Above items also apply for any subcontractors.
5. The Owner will submit a written request to BES for approval of additional private plumbing realignment and landscaping restoration work for the Property that was not contained in the bid, prior to the performance of that work, if needed.
6. The invoice for completed work is to be from the contractor approved by BES, and for work shown in that contractor's qualifying bid and plan.
7. The invoice from the contractor is to contain the following items:
  - a. Contractor's company name.
  - b. Company address.
  - c. Company phone number.
  - d. State CCB number.
  - e. City business license number.
  - f. Plan and details of the work performed.
  - g. Itemized costs.
  - h. Name and signature of company official authorizing work.
  - i. Copy of a City issued and signed plumbing inspection card for completed plumbing work and connection to a public sewer in NE 49<sup>th</sup> Avenue.
8. Payment for any work to the Owner will be with a City check made payable to both the Owner and the Owner's contractor.
9. For the purpose of private plumbing realignment and landscaping restoration work for the Property, Owner will perform the following responsibilities and confirms the following understandings:
  - a. Verification that contractor is in good standing with the Oregon Construction Contractors Board by calling 1-503-365-4621.
  - b. Verification that contractor has a current license with the City of Portland by calling 503-823-5157.

- c. Verifying that the bid from the contractor complies with Subsection 3 of Section H.
- d. Verifying that the invoice from the contractor complies with Subsection 4 of Section H.
- e. Acknowledgement that all express or implied warranties for private plumbing realignment and landscaping restoration work for the Property are solely between the Owner and the contractor that performed the work.
- f. Acknowledgement that approval or authorization of private plumbing realignment and landscaping restoration work for the Property by BES does not imply any warranty or responsibility for that work by the City.
- g. Acknowledgement that the plan for private plumbing realignment and landscaping restoration work for the Property will be from the public sewer to the least costly accessible connection point with the Property's existing plumbing.
- h. Determination of most appropriate method of realigning and reconnecting private plumbing for the Property.
- i. Abandonment of existing private plumbing

**SIGNATURE AUTHORITY**

**OWNER(S)**

\_\_\_\_\_ (Date) \_\_\_\_\_  
 | *Insert property owner name*

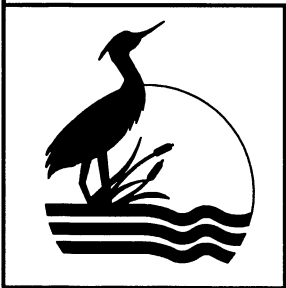
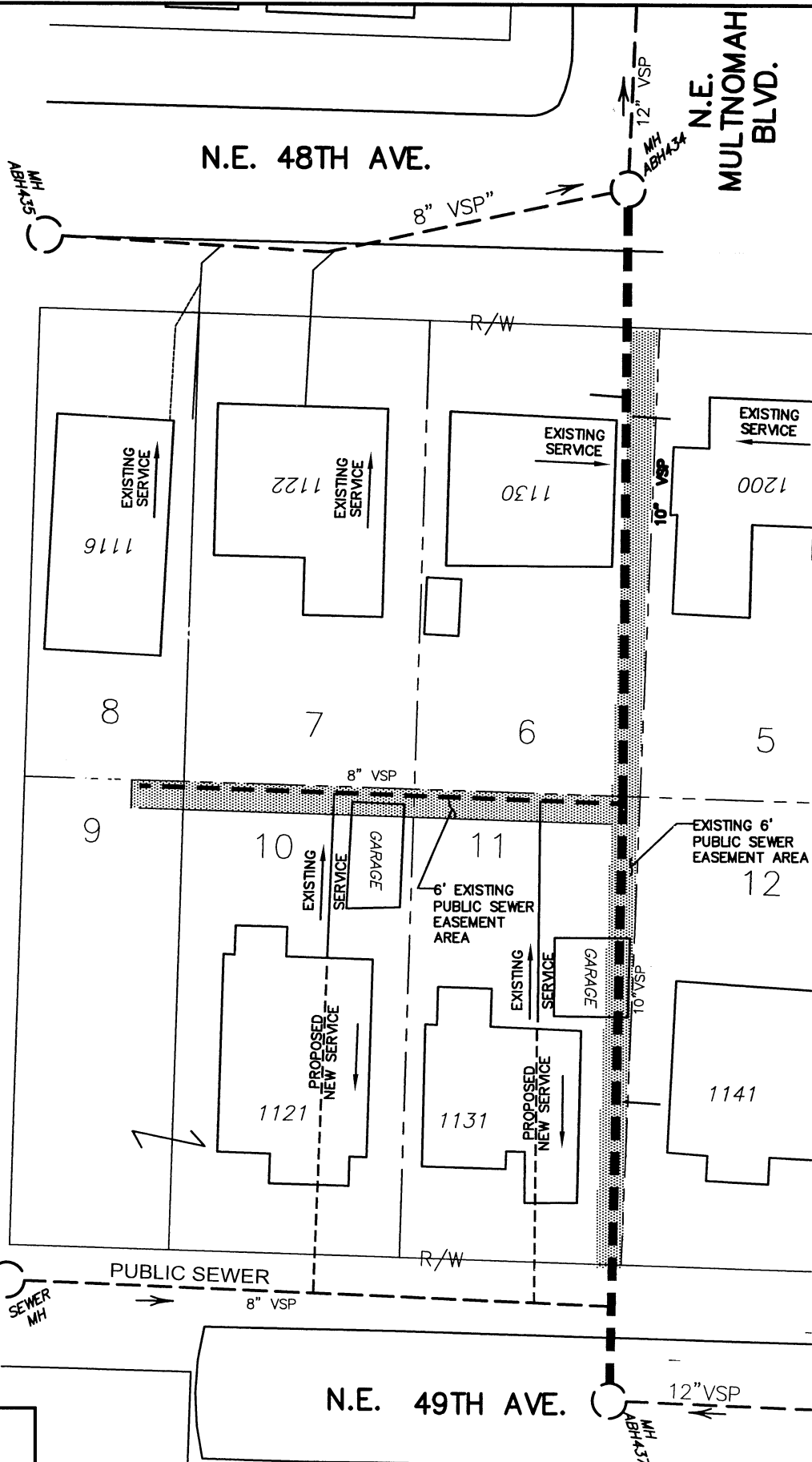
\_\_\_\_\_ (Date) \_\_\_\_\_  
 | *Insert property owner name*

**CITY OF PORTLAND**

*WPA*

\_\_\_\_\_ (Date) \_\_\_\_\_  
 Dean Marriott, Director of Bureau of Environmental Services

\_\_\_\_\_ (Date) \_\_\_\_\_  
 Approved as to Form by Pete Kasting, Chief Deputy City Attorney



# EXHIBIT A

N.E. 49TH AVE. &  
N.E. MULTNOMAH BLVD.