The applicant agrees to do the above work in accordance with the provisions of the City Charter, Ordinances, Resolutions, and Title 17 of the City Code and the City of Portland Standard Construction Specifications.

Applicant and/or permittee agrees to protect and hold harmless the City of Portland, its officers, agents, and employees from any and all injury to persons or damage to property that may result from or any manner arise out of the action of said applicant making changes, improvements, or alterations pursuant to this permit on or within any public street or other right-of way.

The applicant agrees that the work provided for under this permit shall be performed in such good, skillful and substantial manner that no repairs shall be required to any concrete sidewalk, curb, or driveway for a period of three years after its completion and acceptance by the City, and if during said period, any defects shall appear in said improvement which are attributable in any manner to defective materials or work, the applicant hereby undertakes and guarantees to repair such defects at their own expense, and when so ordered by the City Engineer. Any defect which appears in said improvement within said period shall be presumed as evidence of defective materials or work. Note: subsequent damage caused by tree roots shall not be evidence of defective materials or work.

Permittee assumes responsibility for proper repair or replacement of any street surface damaged, or in any manner adversely altered from its original condition, and confirming the repairs pass final inspection.