PUBLIC IMPROVEMENT PERMIT PROJECTS

12.00 PROCEDURES

12.01 PURPOSE

This section describes to private developers and engineers the required process for initiating, coordinating, designing, and constructing Permit Projects, i.e. public street, drainage, or sanitary sewer improvement projects which are funded, engineered, and built by private developers.

12.02 PERMIT APPLICATION PROCESS

Prior to construction of any privately funded and designed public improvements in public right-of- ways or easements, a Public Works Construction Permit shall be obtained from the City. The purpose of the permitting process is to set forth the responsibilities of the Developer, the Developer's Engineer, and the City, and to assure that the improvements are designed and built in conformance with City standards and requirements, including the requirements of this Design Standards and Procedures Manual.

The following checklist outlines the major steps in the permit project process. These are more fully explained in the sections following the checklist and in the application form itself:

- ☐ ***Developer and Developer's Engineer complete, sign and submit to the City a "Public Improvement Project Permit" application - see Section 12.03 and Exhibit 12-1.***

- ☐ ***Developer and Developer's Engineer complete a "Public Improvement Project Permit Deposits" form (see Section 12.04 and Exhibit12-2) and submit it along with the advanced deposit identified as a City Plan Examination Deposit. As an alternative, the entire deposit amount shown as the Total Due may be submitted at this time.***

- ☐ ***Developer's Engineer submits insurance certificates related to their work on the project as required by the "Public Improvement Project Permit" application (Exhibit 12-1)***

- ☐ ***Developer's Engineer submits for review***

  - ***Seven copies of the proposed construction plans***
  - ***Two copies of the special provisions for the construction***
  - ***Two copies of applicable studies and calculations required by this Design Standards and Procedures Manual, such as hydrologic or hydraulic studies for storm drainage***
  - ***Two copies of applicable land use decisions related to this construction, with an explanation of how each condition related to the public infrastructure has or will be met.***

- ***Concurrences from affected utilities, signifying that they have been given a chance to review and comment on the project (use form in Exhibit 12-3)***
- ***Applicable permits required by other jurisdictions to complete the project (see Section 12.06.6)***

☐ ***City reviews the submittals. The City will contact the Developer's Engineer with comments regarding suggested or necessary plan revisions, clarifications or requirements, and re-submittal requirements.***

☐ ***After all design issues have been addressed satisfactorily, the City will contact the Developer's Engineer to that effect. Developer's Engineer shall then submit a vellum copy of the final plans.***

☐ ***City will stamp the final vellum plans as "Approved for Construction" and return the plans to the Developer's Engineer.***

☐ ***At least seven days prior to the required Pre-construction Conference for the project, the Developer and Developer's Engineer shall submit to the City: a) seven copies of the stamped plans; b)any remaining balance of the deposit due to cover the City's oversight and materials testing costs during construction; and c) all of the information, Contractor's insurance certificates and Developer's financial security (bonding) for the project as listed in Section 12.06.1. In addition, copies of the stamped plans shall be distributed to all affected utilities.***

☐ ***Developer's Engineer shall schedule and hold a Pre-construction Conference with the City, contractor, utilities and other applicable agencies. The pre-construction conference shall be scheduled in coordination with the City and requires, at a minimum, one week to schedule after the submittals listed above are submitted.***

☐ ***After satisfactory completion and approval by the City of all of the above submittals, City will sign the "Public Improvement Project Permit" application, which constitutes the notice to proceed with the project.***

☐ ***Developer's Contractor commences work on the project. Developer's Engineer inspects project, schedules and evaluates material testing, manages construction, makes weekly progress reports to City, and certifies that construction is accomplished in accordance with plans, specs, and City requirements (see Section 12.07).***

☐ ***When all construction is completed, a final inspection is done by Developer's Engineer and City, a punch list is written by Developer's Engineer, approved by City, and completed by contractor.***

☐ ***All acceptance documents, including certification of completion, testing results and as-built plans, are submitted to the City for review and approval. Any deducts identified, resulting from failure to fully meet construction specifications, are calculated and the deduct amount submitted to the City.***

- ☐ ***After satisfactory completion and approval of the above, the City Engineer recommends acceptance of the project to the City Council and warranty period begins***

- ☐ ***Developer's Engineer sets centerline monumentation and replaces disturbed survey monuments.***

12.03 PERMIT AGREEMENT

As noted in the permit project process checklist, the public improvement permit process shall be initiated by the Developer and Developer's Engineer by submitting a signed copy of the "Public Improvement Project Permit" agreement (Exhibit 12-1).

12.03.1 Developer Obligations of Permit

In this Permit agreement, the Developer agrees to
:

A. Employ a Professional Engineer (Developer's Engineer) to perform the complete engineering services, as listed below, to accomplish the proposed project.
B. Pay the Developer's Engineer in full for services rendered and pay for all project-related costs incurred by the City.
C. Hire a qualified contractor to perform the construction work on the project and require the contractor to conform to the City of Springfield Standard Construction Specifications, including insurance, hold harmless, warranty, and other requirements of the General Conditions.
C. Finance and construct the project.
D. Provide bonding or other financial security to guarantee completion of the project in a timely manner, warranty of project work, and payment for Engineering services and City costs.

12.03.2 Developer's Engineer Obligations of Permit

The Developer's Engineer agrees to perform the following work:

A. Perform surveying sufficient to prepare construction plans and attest to such survey.
B. Perform necessary analysis, pre-design and design to prepare construction plans and specifications in accordance with City standards.
C. Perform construction surveying and staking, including survey work necessary to certify proper grades for subgrade, thicknesses of rock road base, paving, curb and gutter, pipe grade, and other survey needed to ensure the project meets the design intent.
D. Inspect the construction, and order, interpret and report materials testing to ensure that the project is built in accordance with the plans and specifications and in accordance with all laws.
E. Act as the project manager, which includes processing change orders and plan revisions, as approved by the City, and reporting progress to City.

F. Develop and certify accurate electronic as-built plans and documents in accordance with City requirements (see as-built drafting and acceptance standards in this Design Standards and Procedures Manual) and attest to all records of the project, which includes final field measurements and laboratory test results.

G. Place street centerline monumentation on new streets and replace survey monuments of record destroyed during construction in compliance with ORS 92 and ORS 209.

H. Certify that the project was built according to the approved construction plans and specifications.

I. Provide insurance as required by the permit application and defend, indemnify, and hold harmless the City of Springfield from claims arising from their work on the project.

12.03.3 City Obligations of Permit

In issuing the Permit, the City Engineer agrees to recommend the project to the City Council for acceptance and maintenance by the City of Springfield after the completed project meets City requirements.

12.04 PERMIT DEPOSIT

12.04.1 Deposit Submittal and Calculation

Prior to City staff beginning to review the plans for the Permit Project, the Developer shall deposit funds to cover the estimated cost of City staff and expenses dedicated to the project. The funds are typically deposited with the City at two intervals during the course of the project: 1) the examination deposit at the time of initial submittal of construction plans to the City; and 2) the remaining deposit just prior to construction Permit issuance. As an alternative, the total amount may be deposited at the time of initial plan submittal. The amount of the deposit is calculated by use of the form named "Public Improvement Project Permit Deposits." (see Exhibit 12-2). As the project proceeds, the City may compare the amount of the deposited funds with the project expenses to determine if sufficient funds are on deposit to pay the expenses. If City determines there are insufficient funds on deposit, the Developer will be notified and required to make payment immediately. Prior to project acceptance, the City will require that sufficient deposits have been submitted to close out the project expenses. Approximately four months after City acceptance of the constructed project, staff will reconcile the amount of deposited funds expenses, and surplus funds will be refunded to the depositor.

12.04.2 City Costs Recovered From Deposit

The following are typical City costs that are recovered through use of the deposited funds for the project:

A. Meeting with the Developer or Developer's Engineer to provide information about City standards, specifications, ordinances, and regulations, applicable master or long range plans.

B. Reviewing plans, specifications, calculations, studies, and easement dedications to ensure compliance with City standards and requirements. This may include employing outside consultant "peer review" for review of certain items of work.

C. Coordinating proposed plans with affected City Divisions, e.g. Public Works Transportation

and Maintenance Divisions.

D. Actual cost of materials testing performed on the project and City engineering services that may be necessary for proper oversight of the project. (NOTE: The Developer's Engineer is responsible for ordering tests and interpreting and reporting test results. The billings for the testing are sent to the City for payment from the job control testing deposit).

E. Reviewing as-built plans to ensure they accurately represent the completed project.

12.05 PLANS AND SPECIFICATIONS SUBMITTAL

12.05.1 Submittal Requirement

Seven copies of the Permit Project plans and specifications shall be submitted as part of the permit application process. Along with the plans, the other initial submittal requirements of the process checklist in Section 12.02, such as the special provisions, analysis of the land use decision, any required analyses and studies, utility concurrences and permits from other agencies (see Section 12.05.2), must be submitted. The plans shall be designed in accordance with City Standard Construction Specifications, the design guidelines contained in this Design Standards and Procedures Manual, other City policies and regulations, and any other specific requirements of the City Engineer.

During the design process, Public Works Engineering Division will, on request, provide the Developer's Engineer, at cost, with as-built drawings of existing City facilities and any flow data, study maps, etc., available for sewer and storm drainage systems in the area. A copy of the City's Standard Construction Specifications and Design Manual may be purchased at the front counter in Public Works.

All as-built information for underground utilities such as gas, water, and telephone shall be obtained from the appropriate utility companies and/or from utility locates in the field. It is the responsibility of the Developer's Engineer to locate and verify all utilities within the project. The Developer's Engineer shall route a copy of each plan to all utility companies for review, concurrence of the design, and scheduling of utility work. Utility review comments shall be incorporated and a written statement of utility review and concurrence shall be submitted to the City Engineer prior to final plan approval. The required concurrence statement form is Exhibit 12-3.

12.05.2 Permits from Other Agencies

Depending on the type of work to be performed and on existing conditions, other permits required may include, but are not limited to:

A. A Lane County Facility Permit for any work in or affecting a county road.

B. A Corps of Engineers permit for disturbance of any jurisdictional wetland.

C. A joint Corps of Engineers/Division of State Lands No. 404 permit for excavation or embankment of 50 cubic yards of more of material within "waters of the State," which regulates activity in rivers, streams, wetlands, and areas identified as "natural resource areas."

D. An Oregon Department of Transportation (ODOT) Rail Division permit for work that crosses or is adjacent to railroad property.

E. A 1200C NPDES permit for ground disturbance greater than one acre.
F. An Oregon Department of Transportation (ODOT) permit for any work or occupation that is within the right-of-way of a state highway or requires a new road approach or other approval for access.
G. An Oregon Department of Fish and Wildlife permit for any work that encroaches upon or affects a fish or wildlife preserve.
H. A City of Springfield Land and Drainage Alteration Permit for fill or excavation over 50 cubic yards on private property.
I. Other applicable permits.

Copies of any applicable permits shall be submitted to the City at the time of submittal of the project plans for review, for any permits which may affect project design. In any case, all permits from other agencies must be secured and submitted to City before a Permit and notice to proceed with construction will be issued by the City Engineer.

12.05.3 Review and Approval

When reviewing the submitted construction plans, the City will consider the needs of the:

A. Developer by promoting good engineering practices.
B. Developer's Engineer by providing direction concerning City requirements.
C. Public by seeking to eliminate unsafe elements in a plan.
D. Future owners by requiring consideration of flood hazards, right-of-way and easement needs of the City and others, personal safety, and future maintenance concerns.
E. Adjacent property owners by checking for illegal encroachment (sewers, drainage ditches, etc.) outside development boundaries, and ensuring that sewer service, drainage facilities, and street access are provided through the project area to the adjacent property.
F. The environment by requiring that stormwater quality concerns, erosion control, wetlands protection, construction materials and methods, and other environmental issues be addressed as they relate to the project construction and long term effects.
G. Maintenance Division by requiring designs that minimize maintenance costs and that provide maintenance equipment access.
H. Inspector by requiring clear, complete and accurate plans that do not require the inspector to make field design decisions.
I. Engineering Division file system by requiring plans to conform to established City format and policies.
J. Land Use Process by comparing the proposed public improvements with the requirements of any land use decisions that guide the requirements of the infrastructure.

12.06 OTHER REQUIREMENTS BEFORE PERMIT IS ISSUED

12.06.1 Submittal Requirements

Once plans are stamped approved by the City, the following submittals to the City are required before a Permit is issued by the City:

At least seven days prior to the preconstruction conference, submit:

A. Seven copies of approved construction plans;.
B. Name, address, and phone number of the selected Contractor who will build the project, for approval by the City Engineer (Note: If the Contractor's qualifications are not known by the City Engineer, a pre-qualification application, State pre-qualification and/or references will be required).
C. List of sub-contractors for approval.
D. A performance bond or other approved financial security, in conformance with the Public Improvement Project Permit application, provided by the Developer to secure the completion of and payment for the project work, with the amount and surety being subject to approval by the City (see Section 12.06.2 and Exhibit 12-4).
E. A hold harmless statement from the Developer's Contractor, holding the City harmless from all liability or loss based upon or arising out of damage or injury caused by or in connection with the performance of the construction (see Exhibit 12-5).
F. Contractor's insurance certificates as required by City Standard Specifications, Section 107.06 (see Section 12.06.3).
G. A temporary traffic control plan for project construction (see Section 12.06.4).
H. Copies of any necessary permits which have not yet been submitted (see Section 12.05.2).

By the time of the pre-construction conference, the following shall be submitted:

I. Construction schedule (see Section 12.06.5).
J. Copies of approved pavement mix designs.

12.06.2 Bond

Before a Permit is issued, a performance bond or other financial security acceptable to the City (such as cash deposit, letter of credit, etc.) shall be submitted by the Developer to guarantee:

A. Timely completion of the work indicated in the plans and specifications, including timely completion of all punch list items, as-built plans, and other items necessary for acceptance of the project after substantial completion of the project.
B. Workmanship and materials for one year following project acceptance by the City.
C. Payment of charges for all project costs, such as billings from materials testing laboratories or City engineering services, associated with the project.
D. The payment of costs of Developer's Engineer necessary to complete all inspections, project management, as-built preparation, and other documentation needed for acceptance of the project.

In order to ensure efficient processing of the bond and to ensure that City concerns are satisfied,

bonds shall be submitted only on the City Performance Bond form (Exhibit 12-4). No other bond will be accepted. The bond amount shall be equal to 100% of either the owner's contract for the work or the official Engineer's Estimate of the cost of the project, whichever is larger. The bond amount will be established by the City as part of the Permit application process and will be shown in the Permit. If the project is abandoned by the Developer prior to substantial completion of the project, the financial security may be used, at the discretion of the City, to complete the project or to do work necessary to close down the project in a safe condition and restore affected existing right-of-way to "as good or better" condition.

12.06.3 Contractor's Insurance Certificates

The insurance required from the contractor prior to start of construction is called out in detail in Section 107.06 of the City Standard Construction Specifications, as summarized below.

The Contractor shall maintain an ISO Commercial General Liability insurance policy (or an equivalent policy approved by the City) with combined single limits of at least $1,000,000 per occurrence for bodily injury, personal injury, and property damage, and with an aggregate limit of at least $2,000,000. The policy shall include coverage for contractual liabilities.

The Contractor shall maintain an automobile liability insurance policy with combined single limits of a least $1,000,000 per occurrence for bodily injury, personal injury, and property damage.

The general and automobile insurance policies specified above shall include endorsements naming as an additional insured "the City of Springfield, its officers, agents, and employees all while acting within their official capacity as such." Both policies shall also include a 30-day notice of cancellation clause.

The Contractor shall submit a hold harmless statement which holds the City harmless from all liability and loss based upon or arising out of damage or injury caused by or in connection with the performance of the construction. The statement shall be on the form in Exhibit 12-5.

The Contractor, its subcontractors, if any, and all employers working on the project are subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. The contractor is responsible for maintaining worker's compensation insurance for their employees and assuring that their subcontractors, if any, also maintain worker's compensation insurance. Contractor shall defend, indemnify, and hold harmless the City from any liability for any worker's compensation claims, fines, or costs whatsoever arising from Contractor's or his subcontractors' failure to comply with ORS 656.017.

12.06.4 Temporary Traffic Control Plan

The Developer's Contractor shall submit a temporary traffic control plan for approval at least seven days prior to the pre-construction meeting scheduled for the project. The plan will be reviewed and must be accepted by the City's Traffic Engineer prior to the start of construction.

Traffic control devices, signing, and barricades shall comply and be maintained in accordance with

the current edition of the "Manual on Uniform Traffic Control Devices," including the Oregon supplements.

Due to the need to provide a safe work zone for workers, motorists, bicyclists, pedestrians, and other users of the right-of-way, additional temporary traffic controls may be required over and above those defined in the supplements to accommodate special construction methods and non-standard work-site related characteristics often found in urban areas. All temporary traffic control devices shall be maintained at all times, including evenings and weekends, and shall be removed when not applicable.

12.06.5 Construction Schedule

The Developer's Contractor shall submit a construction schedule that outlines the expected progress on the major items of work for the contract. If the project schedule changes, a new schedule shall be submitted immediately.

12.07 ENGINEER'S MANAGEMENT OF CONSTRUCTION

12.07.1 Inspection, Survey, and Management of the Work

The Developer's Engineer shall be responsible for all survey work and inspections and shall inspect the work for compliance with the approved plans and all City Standard Construction Specifications. Survey work shall be done by a Professional Land Surveyor licensed in the State of Oregon. The personnel performing survey work and inspection shall be under the direct control of the Developer's Engineer and shall either be direct employees of the Developer's Engineer, or shall work as a sub-contractor to the Developer's Engineer. The Developer's Engineer shall act as the project manager and shall recommend any needed or desired changes of design to the City Engineer. The Developer's Engineer shall certify, at the end of construction, that all construction was done in accordance with the plans and specifications and City requirements.

The Developer's Engineer, or an appointed inspector (an authorized representative of the Developer's Engineer), shall be on the work site at all critical times during construction of public facilities by the Developer and shall make at least daily visits to the job site during active construction. The inspection shall, at a minimum, follow the general guidelines listed in Exhibit 12-6. The Developer's Engineer shall ensure that all materials and workmanship comply with the plans and specifications, for notifying the contractor of any deficiencies as soon as possible, and for making sure those deficiencies are corrected.

The Developer's Engineer shall provide surveying for and stake the project for construction and shall submit one copy of cut and fill notes to the City unless other arrangements have been made. Field marking shall be done by the Developer's Engineer and shall include all normal point information, such as cut/fill, offsets, and stationing. The Developer's Engineer shall also provide all survey work for assuring that subgrade elevations, top of rock, and paving thicknesses are as specified in the contract documents and any other survey work needed to verify that work is done in accordance with the plans and specifications.

Throughout the construction project, the Developer's Engineer shall provide weekly status reports,

as well as reports for materials testing, TV inspection of sewer pipes, and mandrel inspections. Weekly status reports shall be submitted to the City whether or not construction work has occurred during the week. Submittal of reports will only stop when all construction work has been accepted by the City and all project finalized documents, such as acceptance certification, as built drawings, TV reports, and material testing reports, are submitted. The Weekly Status report form is included as Exhibit 12-7.

A Pre-Paving meeting shall be conducted by the Developer's Engineer at least 24 hours prior to paving of any streets included in the project. All testing of underground work shall be conducted and meet specifications prior to the pre-paving meeting. The Developer's Engineer shall verify sewer and storm drain flow lines of manholes and slopes of pipes prior to City acceptance of the sewer systems. The City may require removal and reconstruction of pipes not constructed to proper grade and alignment. On sewer projects, the Developer's Engineer shall include air testing, water or vacuum testing of manholes, TV inspection, and mandrel testing in the project contract. All new or existing underground utilities shall be verified by the Developer's Engineer as satisfactory and in place prior to paving.

12.07.2 Non-Performance of Inspector or Engineer

In the event the Developer's Engineer or inspector representative of the Developer's Engineer fails to perform all duties specified in the Public Improvement Project Permit, the City may request that the Developer's Engineer or inspector representative of the Developer's Engineer be replaced or may file a report with the State Board of Engineering Examiners, citing deficiencies and recommending that appropriate action be taken. If the lack of performance by the Developer's Engineer or inspector representative of the Developer's Engineer is deemed by the City to threaten the safety or proper management or construction of the project, a stop work order may be issued by the City.

12.08 ACCEPTANCE OF THE PROJECT

The construction project shall be final when:

A. The necessary right-of-way and easements are dedicated and recorded.
B. Developer's Engineer calls for final inspection of the project.
C. Punch list of items to be corrected is developed by the Developer's Engineer and approved by the City.
D. Punch list field corrections are made.
E. Material testing and certifications are submitted and approved.
F. Where the City agrees to accept construction which does not meet all requirements of the Standard Specifications, such as failure to meet the standard for asphalt pavement compaction, the deduct or other agreed compensation is calculated and paid to the City by the Developer.
G. Hard copy (reproducible and archivable) and electronic AutoCad as-builts are submitted (including all changes noted during the construction and field measurements indicated on the inspection notes and drawings) Refer to Section 9.00 DRAFTING STANDARDS and Section 10.00 ELECTRONIC ACCEPTANCE STANDARDS for requirements for the submittal and acceptance of AutoCad as-Builts.

H. Final project acceptance by the City Council.

After project acceptance by the City Council, the City Engineer will send a letter to the Developer's Engineer, with a copy to the Contractor and Developer, notifying them of the acceptance of the improvements by the City Council and the beginning of the one-year warranty period, which shall start on the day of acceptance by the City Council. When street trees are a part of the improvements, the warranty period will be extended to two years—for the trees only—beginning at the time of Council acceptance. All other project construction will retain the one-year warranty.

Within 60 days after acceptance of the project, the Developer's Engineer shall complete street centerline monumentation in accordance with ORS 92 and ORS. 209.150 and replacement of other disturbed survey monuments of record. These monuments may include centerline monuments, public land survey corner monuments, private property monuments, survey control points, and benchmarks. This shall include, but not be limited to, the following items or work:

1. The referencing of monuments that may be disturbed by construction.
2. The replacement of monuments in accordance with ORS 209.15 (b) and 92.060. Control stations and public land survey corners disturbed by construction need to be coordinated with the Lane County Surveyor's office, and they must be adjusted to the current Lane County Control Network values.
3. A survey must be filed that complies with ORS 209.250 and copies of the plat, references, and notes given to the City Surveyor.

The City will perform an 11th-month inspection near the end of the one-year (or two-year) warranty period to determine if corrections need to be made to the project work. After required repairs have been completed by the contractor, centerline monumentation has been accomplished and accepted, and all bills have been paid by the Developer, or scheduled for payment by agreement with the City Finance Department, the City will notify the Developer by letter that the warranty period has been completed. Copies will be distributed to the Contractor, the Developer's Engineer, the City's Finance Director, and to the Developer's bonding company, in the event that the Developer had obtained a bond as financial security for the warranty work At this time, the City Engineer will authorize release of the bond or other financial security.

EXHIBIT 12-1: PUBLIC IMPROVEMENT PROJECT PERMIT

This Permit is issued by the City of Springfield to allow for the construction of public infrastructure that is funded and engineered by other than the City of Springfield, within public rights-of-way and easements within the jurisdiction of the City of Springfield. The permit is an agreement between the City of Springfield, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY", an agency, corporation, individual or other legal entity which is proposing to construct the public infrastructure, hereinafter referred to as "DEVELOPER", and a professional engineering firm, retained by the DEVELOPER to supply the professional engineering services and project oversight called for in the Permit, hereinafter referred to as "ENGINEER,"

For and in consideration of the CITY, in approving and allowing the construction of the proposed public improvement project, entitled *insert project title here*, City Project Number *insert city project number here in the format P3*****, related to Land Use Application *insert land use application journal number here* hereinafter referred to as "PROJECT", and issuing this Public Improvement Project Permit, hereinafter referred to as "PERMIT", initiated by DEVELOPER and engineered and certified by ENGINEER, the CITY, DEVELOPER, and ENGINEER do hereby promise and agree as follows:

DEVELOPER AGREES TO:

1. Engage or employ, and provide full compensation to the ENGINEER for this PROJECT, who will enter into this agreement for this PERMIT, and who will perform all duties of the ENGINEER for this PROJECT, including, but not limited to, the planning, analysis, design, construction management, inspection, and survey work of the PROJECT, production and attesting to (stamping) of as-built drawings, and attesting to all surveys, analysis, and design incidental to and necessary for the proper performance of the PROJECT. In the event that the designated ENGINEER fails to provide the required services in a satisfactory or timely manner, the DEVELOPER may select and engage an alternate ENGINEER to enter into this agreement and complete the services required in a timely manner.

2. Furnish all financing, personnel, equipment and materials to fulfill the requirements of this PERMIT agreement, including to fully construct and pay all costs of the PROJECT and to complete the PROJECT in accordance with the requirements of State and Federal law, City of Springfield Municipal Code, the Springfield Development Code, the plans and profiles as provided and certified by the ENGINEER and approved by the CITY, the applicable requirements of the Springfield Standard Specifications, the Springfield Public Works Design Standards and Procedures Manual, and any applicable land use decisions, and in accordance with any and all other applicable CITY ordinances and policies. Said PROJECT may include, but is not limited to, storm sewers, sanitary sewers, sidewalks, driveway aprons, pedestrian access ramps, traffic control, street lights, street trees, curb and gutters and paving improvements. The PROJECT shall be completed by ___*insert date here*_____.

3. To ensure quality of construction, DEVELOPER shall select a Contractor with sufficient experience, available forces and equipment to complete the job in an acceptable manner. DEVELOPER shall submit names of proposed contractors and sub-contractors for the PROJECT to the City Engineer for consideration and shall select Contractors who are qualified by the City Engineer for work on the PROJECT. The City Engineer may require a pre-qualification application, evidence of State pre-qualification, and/or references to be submitted to determine qualification for the project.

4. Require selected Contractor(s) to conform to CITY's Standard Construction Specifications, including Section 107.06, regarding insurance requirements, and Section 107.05 regarding indemnification of the City. The required insurance certificates and hold harmless statements shall be delivered to the CITY and approved by CITY prior to issuance of this PERMIT or start of any work on the PROJECT. In addition, require selected Contractor(s) to warranty the work of the project for a minimum of one year from

PROJECT acceptance by CITY, in conformance with Section 108.14 of the Standard Construction Specifications and with plant materials guaranteed for a period of two years, in conformance with Section 205.3.04G of the Standard Construction Specifications.

5. Pay all deposits required by CITY to pay for the CITY's actual costs in reviewing designs, paying for material testing costs and PERMIT issuance and administration. If the initial deposits required by CITY do not cover all actual costs of CITY, developer agrees to make additional deposits to CITY as requested and required to pay for CITY actual costs.

6. Complete and pay for all additional items of work not shown on the construction drawings but necessary for the successful completion of the PROJECT.

7. Obtain all required permits from other agencies and jurisdictions and provide copies of said permits to the CITY prior to PERMIT issuance.

8. During the time period between when the PERMIT is issued (as identified by the date of the CITY Engineer's signature below) and completion and acceptance of the PROJECT, including sidewalks, driveway aprons, and street trees, the DEVELOPER and DEVELOPER's agents shall be responsible for:

   A. The safety, proper traffic control and signing, cleanliness and general condition of all affected streets, alleys, sidewalks, bike paths, or other public ways. This condition applies to dedicated rights of way and easements as well as those rights of way and easements that are proposed for future dedication to the CITY as a part of the PROJECT.
   B. The containment of all work and materials related to the PROJECT within the development area so as not to intrude on surrounding private properties unless written approvals has been obtained from the affected property owners and copies are supplied to the CITY beforehand.
   C. Safeguarding surrounding public properties, private properties, and natural features from damage caused directly, or indirectly, by the PROJECT.

9. Keep safe conditions on the PROJECT and correct any unsafe conditions that are pointed out by CITY on the PROJECT. If a deficiency in safety is directed to the DEVELOPER or ENGINEER and the deficiency is not corrected in a timely manner, as determined by the CITY, the CITY may take whatever steps necessary to safeguard the public and correct, or have corrected, the deficiency. In extreme cases, as determined by the CITY, the CITY may take whatever steps necessary to correct the problem without contacting the DEVELOPER or ENGINEER beforehand. The DEVELOPER shall bear any and all costs related to correcting said safety problem.

10. Provide financial security, in the form of a bond, cash deposit, letter of credit, or other approved security satisfactory to CITY, hereinafter referred to as "BOND," as necessary to guarantee the successful completion of the PROJECT. The BOND shall list the CITY as the Obligee and the DEVELOPER as the Principal. The BOND shall not expire and will not be released by the CITY until the expiration of the warranty period on the PROJECT work, at least one year after acceptance of the project. The amount of the BOND shall equal 100% of the estimated PROJECT cost, including engineering services and City fees.

The BOND provided to the CITY by the DEVELOPER shall guarantee:

A. Completion of the PROJECT within the time frame allowed by this PERMIT.
B. A one-year warranty after PROJECT acceptance by the CITY protecting the CITY against faulty workmanship and/or materials (Two-year warranty on plant materials).
C. Fees charged by the ENGINEER to design, inspect, and certify the PROJECT is constructed in accordance with the plans and specifications as well as all other CITY requirements.
D. CITY fees for plan examination, engineering, inspection, and materials testing incurred during the PROJECT in excess of those deposited.
E. Costs incurred by the CITY to safeguard the worksite as defined in section 9 above.
F. Restoration of all existing CITY infrastructure damaged or disturbed in the course of prosecution of the PROJECT.

If all sidewalks, driveway aprons and street trees required for a development are not installed with the PROJECT, the BOND shall provide that all sidewalks, driveway aprons, and street trees which front future building lots shall be fully constructed within two years of acceptance of PROJECT by the CITY.

In the event of failure on the part of the DEVELOPER to complete all obligations of this agreement and complete the PROJECT in a timely manner, the CITY may, at its sole discretion, use the BOND to either complete the PROJECT or to restore the disturbed area and return the PROJECT site to a safe, attractive and functional condition.

11. In the event that Developer fails to perform all duties specified in Paragraphs 1-10 of this Agreement and City employs an attorney to obtain or compel compliance with one or more of such duties, City shall recover from Developer reasonable attorney fees to be set by the Court. In the event an appeal is taken, City shall also receive attorney fees on the appeal. City shall also be entitled to all trial and appeal costs.

ENGINEER AGREES TO:

12. Employ a professional engineer, registered in the State of Oregon, to act as a representative of the ENGINEER for this PROJECT, hereinafter referred to as the "ENGINEER OF RECORD," who will be responsible for the oversight of all engineering duties for this PROJECT, including those listed in the following sections, and who will sign all designs, certifications and as-builts. The ENGINEER OF RECORD designated for this PROJECT is *insert name of designated Engineer of Record here.*

13. Perform all duties of the ENGINEER for this PROJECT, including, but not limited to, the planning and design of PROJECT, the management and inspection of PROJECT, arrangements for and interpretation of testing of all construction of PROJECT, the oversight of all survey work for the PROJECT, completion and attesting to (stamping) of as-built drawings and attesting to all surveys, analysis, and design incidental to and necessary for the proper performance of the work. ENGINEER specifically understands and agrees that CITY's issuance of this PERMIT and approval of plans for the PROJECT is not a certification that the design or plans for the PROJECT fully meet engineering design standards for performance, but that CITY's review noted no unacceptable conflicts with CITY design and specification standards. ENGINEER also specifically understands that any CITY oversight during construction of PROJECT in no way relieves ENGINEER of the primary responsibility of ENGINEER to inspect, test, provide surveys or measurements and otherwise manage and oversee construction and documentation of PROJECT to assure and certify that it was built in conformance with the design and all CITY standards.

14. Ensure that all construction work is completed in accordance with State laws, City code, the current edition of the City of Springfield "Standard Construction Specifications," as amended, the applicable special provisions, and the contract plans.

15. Submit all surveys, analysis and designs, all contractual documents including drawings, special provisions, bid proposals, contracts, estimates, and change orders to the CITY Engineer for consideration and approval. Obtain the written approval of the CITY Engineer prior to execution of all deviations from, alterations of, or additions to the said documents, and all change orders.

16. Update the CITY regularly on the status of the project by completing and submitting a "Weekly Construction Permit Status Report" to the CITY inspector.

17. Coordinate construction work with all utility companies.

18. Be present, or appoint and oversee a qualified person who shall be present on the job site at all critical times needed to assure the quality of the construction and conformance with the plans and specifications and to make any observations necessary to complete an accurate as-built of the construction.

19. Upon completion of the construction, or, if applicable, the termination of the ENGINEER prior to the completion of the PROJECT, all records pertaining to the PROJECT shall be attested to and submitted in detail by the ENGINEER OF RECORD to the CITY. Unless otherwise approved by the CITY, the ENGINEER shall submit all documentation necessary for CITY acceptance of the PROJECT no more than two months after date of the final inspection. Such information and data shall include, but not be limited to, the following:

    A. As-built drawings, both in hard copy and electronic file, in AutoCAD format and in conformance with drafting and electronic acceptance standards outlined in the CITY's Design Standards and Procedures Manual.

    B. Laboratory test reports - one copy of each laboratory test report required by the specifications to be conducted by an accredited laboratory approved by the CITY Engineer.

    C. Certification documents - the standard CITY acceptance form shall be completed, signed and attested to by the ENGINEER OF RECORD as evidenced by his/her signature and seal.

    D. Place street centerline monumentation on new streets and replace survey monuments of record destroyed during construction in compliance with ORS 92 and ORS 209.

20. ENGINEER shall maintain in force for the duration of the PROJECT a Commercial General Liability insurance policy written on an occurrence basis with limits not less than $1,000,000 per occurrence. The City of Springfield, its officials, employees, servants, and agents shall be named as an additional insured as respects to work or services performed under this agreement. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own.

    To the fullest extent of the law, ENGINEER shall defend, indemnify and hold harmless CITY, its officials, employees, servants, and agents from and against all claims, demands, and judgments (including attorney fees), made or recovered against them including but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with the performance of this PERMIT by ENGINEER, its officers, employees, and agents.

21. ENGINEER shall maintain in force during the duration of the PROJECT (and, if it is a claims made policy, for a year following completion of the PROJECT) a professional liability policy with limits of not less than $500,000.

CITY, DEVELOPER AND ENGINEER AGREE:

22. The PROJECT may include private improvements that will not be accepted by the CITY for ownership or maintenance but are necessary for the successful completion of the PROJECT. This PERMIT is specifically for public improvement work to be accepted by the CITY and those private improvements necessary for the successful completion of the PROJECT. This PERMIT in no way pertains to other private work on the private property.

23. In the event the ENGINEER or inspector representative of the ENGINEER fails to perform all duties specified in this PERMIT, the CITY may request that the ENGINEER or inspector representative of the ENGINEER be replaced or may file a report with the State Board of Engineering Examiners, citing deficiencies and recommending that appropriate action be taken. If the lack of performance by the ENGINEER or inspector representative of the ENGINEER is deemed by the CITY to threaten the safety or proper management or construction of the PROJECT, a stop work order may be issued by CITY

24. The ENGINEER has prepared a detailed cost estimate for the PROJECT, including design, construction and CITY fees. This estimate has been reviewed and approved by the CITY. The estimated total cost of the PROJECT is $*Insert amount of the construction estimate as prepared by the ENGINEER and approved by the CITY prior to submitting this permit for approval*.

25. That the City Engineer will recommend the project to the City Council for acceptance, ownership and maintenance by the City after the completed project meets all requirements of the PERMIT and other applicable CITY requirements.

26. This PERMIT shall be binding upon the undersigned and shall bind them and each of their heirs, executors, administrators, assigns or successors in interest.

This section to be completed by the ENGINEER:
As an authorized representative of the ENGINEER, by signing below I bind the ENGINEER to all terms of this PERMIT and agree that the ENGINEER will furnish complete engineering services, as required by the City of Springfield, Oregon, to accomplish the completion of the PROJECT. I further appoint insert assigned Engineer of Record here as the professional engineer who will certify all design, construction and as-builts for the PROJECT:

I, the undersigned, concur with the terms of this PERMIT.

_____
ENGINEER

_____
Address

Date: _____ Signed: _____
ENGINEER's Authorized Representative

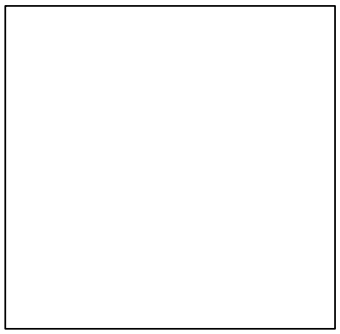
Name: _____
ENGINEER's Authorized Representative

Title: _____
ENGINEER's Authorized Representative

Date: _____ Signed: _____
ENGINEER OF RECORD

Affix Engineering Seal Here

Affix Seal in appropriate area on to the left.



Name: _____
ENGINEER OF RECORD

Title: _____
ENGINEER OF RECORD

This section to be completed by the DEVELOPER(s):

I, the undersigned agree to conform to the conditions and requirements of the foregoing PERMIT and accept the responsibilities as set forth herein. In so doing, I (we) name the ENGINEER identified in the preceding section, to act in all matters pertaining to this PERMIT, perform the required engineering work, assure that all requirements of the City of Springfield have been met, and certify that the PROJECT is ready for final acceptance by the City of Springfield. Furthermore, I agree to fully compensate the ENGINEER for providing these services.

I (we), the undersigned, concur in this PERMIT.

*Date:*_____ *Signed:*_____

Name: _____

*Title:*_____

Company: _____

Address: _____

*Date:*_____ *Signed:* _____

Name: _____

Title: _____

*Company:*_____

Address: _____

This section to be completed by the CITY:

I, the undersigned, hereby accept the above signed PERMIT and hereby authorize the above parties to proceed with the work in accordance therewith. When the completed PROJECT meets the stated CITY requirements, I will then recommend same for acceptance by the CITY of Springfield.

Date: _____ *Signed:* _____

City Engineer

EXHIBIT 12-2: SCHEDULE OF DEPOSITS

CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENT PROJECTS
SCHEDULE OF DEPOSITS

CITY OF SPRINGFIELD - DEPARTMENT OF PUBLIC WORKS

PROJECT # & TITLE _____

TYPE OF IMPROVEMENT _____

DEVELOPER _____

CONTRACTOR _____

ESTIMATED COST _____

CITY PLAN EXAMINATION DEPOSIT

ESTIMATED COST		
UP TO $100,000.00	1.6% X CONSTRUCTION COST (MIN. $300.00)	
$100,000.00 AND OVER	$1600 + $3.00 PER $1,000 OVER $100,000	

CITY ENGINEER AND INSPECTION DEPOSIT

ESTIMATED COST		
UP TO $100,000.00	4% X CONSTRUCTION COST (MIN. $1000.00)	
$100,000.00 AND OVER	$4000 + 1% OF PROJECT OVER $100,000	

JOB CONTROL TESTING

TEST NAME	TESTS	UNIT	NUMBER OF		COST	COST
SOIL BEARING TESTS	1/500	L.F.		AT	$ 185	
SOIL DENSITIES	1/250	L.F.		AT	*	
CURB ROCK DENSITIES	1/150	L.F.		AT	*	
BASE ROCK DENSITIES	1/150	L.F.		AT	*	
CONCRETE CYLINDER & SLUMP	1/100	C.Y.		AT	$ 160	
A.C. EXTRACTIONS PER CLASS	1/500	TON		AT	$ 225	
ASPHALTIC CONCRETE DENSITIES	1/150	L.F.		AT	*	

** $100.00 FOR THE FIRST TEST AND $40.00 FOR EACH ADDITIONAL TEST*

JOB CONTROL TESTING TOTAL

TOTAL DUE

FEES ARE A DEPOSIT AGAINST ACTUAL COSTS. INSUFFICIENT FEES WILL BE COLLECTED PRIOR TO PROJECT ACCEPTANCE BY THE CITY COUNCIL. EXCESS FEES WILL BE REFUNDED AFTER PROJECT ACCEPTANCE

SUBMITTED BY:

SIGN: _____

PRINT: _____

DATE: _____

COMPANY:

FOR OFFICE USE ONLY	
PREVIOUS RECEIVED	
BALANCE DUE	
AMOUNT RECEIVED	
RECEIPT NUMBER	
REMAINING BALANCE	

EXHIBIT 12-3: UTILITY FORM

Date:

To: Enter name of contact here
Utility Company
Address
City, State Zip Code

From: Enter name of contact here
Engineering Consultant
Address
City, State Zip Code
Telephone Number
E-mail Address

Subject: Utility Concurrence

Project Name: Enter Project Name Here

City Project Number: Enter City Project Number Here

Enclosed is a set of construction plans for your use. Please red-line the enclosed plans noting: (1) any conflicts with existing facilities; (2) existing facilities that will be adjusted or repaired with this project; and (3) and any new facilities that will be constructed with this project, and return them to our office. In addition, please sign this letter in the area indicated below and send it to my attention.

Any contacts or agreements for services with our client should be initiated at this time. Contact information for our client is as follows:

Enter name of contact here
Client's Name
Address
City, State Zip Code

Utility Concurrence:

I have received a copy of preliminary plans for this project and will coordinate the adjustment and/or installation of our facilities with the consulting engineer as necessary.

Signature _____ Date _____

Enclosed: One set of preliminary construction plans

EXHIBIT 12-4: PUBLIC IMPROVEMENT PROJECT PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____, as Principal(s), and _____, a Corporation organized and doing business under and by virtue of the laws of the State of _____ and duly licensed to conduct a general surety business in the State of Oregon, as Surety, are held and firmly bound unto City of Springfield, Oregon as Obligee in the sum of

_____

($_____)

dollars for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal(s), as a condition of the Public Improvement Project Permit for development of

_____, City of Springfield Project Number _____, entered into an agreement with said Obligee to complete the improvements specified in said Permit within a time frame stipulated in the Permit.

NOW THEREFORE, the condition of this obligation is such, that in the above Principal shall well and truly perform said agreement during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal(s) is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-fact at _____, this _____ day of _____, 20____ .

PRINCIPAL(S)	***SURETY***
Name (please print)	Name (please print)
Title	Title
Signature	Signature
Address	Address (principal place of business)
City, State,	City, State,
Telephone Number: ( )	Telephone Number: ( )
Fax Number: ( )	Fax Number: ( )

PRINCIPAL(S)

Name (please print)

Title

Signature

Address

City, State,

Telephone Number: ( )

Fax Number: ( )

For information only: Name, Address, Telephone and Fax Numbers of:

Owner's Representative (Architect, Engineer or other party)

Name

Address

City, State,
Zip

Telephone ( )

Fax Number: ( )

Agent or Broker

Name

Address

City, State,
Zip

Telephone Number: ( )

Fax Number: ( )

EXHIBIT 12-5: HOLD HARMLESS

To the fullest extent of the law, *insert name of prime contractor here*, hereinafter referred to as Contractor, will defend, indemnify and hold harmless the City of Springfield, its officials, employees, servants, and agents from and against all claims, demands, and judgments (including attorney fees), made or recovered against them including but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with the performance of work on the Project entitled *insert official name of project authorized by City here*, City of Springfield Project Number *insert City Project Number here*, by Contractor, its officers, employees, sub-contractors and agents.

Contractor agrees to provide insurance, as required by the City of Springfield Standard Construction Specifications and by the permit issued by the City of Springfield for construction of Project Number *insert City Project Number here.* The insurance certificates shall be submitted to the City of Springfield for approval prior to start of work on the Project and shall include an additional insured endorsement naming the City of Springfield as an additional insured on the liability insurance policy.

_____
Name of Contractor

_____
Signature of Authorized Representative

_____
Title

_____
Date

EXHIBIT 12-6: CONSTRUCTION INSPECTORS CHECKLIST

- ☐ Permits (ODOT - DSL - DEQ - Lane County)
- ☐ Right-of -Way delineated
- ☐ Utilities located (One Call No. 1-800-332-2344) and marked.
- ☐ Wet weather structure - Note: all streets constructed between October 15th thru May 1st will automatically be wet weather construction.
- ☐ News media informed when construction is contiguous to established routes of travel.
- ☐ Erosion control plan
- ☐ Emergency services, Lane Transit District, U.S. Postal Service, and Springfield School District notified of possible complete or partial blockage of public access (see notification list road closure).
- ☐ Notice to Proceed sent to the prime contractor
- ☐ Pre-Construction Meeting

CONSTRUCTION CHECK LIST

Construction Signing

- ☐ Traffic Plan to transportation 5 days in advance
- ☐ All required signs in place in accordance with approved traffic control plan

- ☐ Install City project signs (if City project)

Construction Staking Checked

- ☐ Right-of-Way flagged and property corners well marked , referenced and tied by surveyor
- ☐ Construction staking in place and referenced
- ☐ Cut sheet checked against field markings
- ☐ Mark all driveways that are part of the project

Erosion Control

All visual inspections must document the following information

- ☐ Inspection date, inspector's name, weather conditions, and rainfall amount for past 24 hours (inches). (Rainfall information can be obtained from the nearest weather recording station.)

- ☐ List observations of all BMPs: erosion and sediment controls, chemical and waste controls, locations where vehicles enter and exit the site, status of areas that employ temporary or final stabilization control, soil stockpile area, and nonstormwater controls

- ☐ At representative discharge location(s) from the construction site conduct observation and document the quality of the discharge for any turbidity, color, sheen, or floating materials.

- ☐ If significant amounts of sediment are leaving the property, briefly explain the corrective measures taken to reduce the discharge and/or clean it up and describe efforts to prevent future releases. The ESCP shall be amended accordingly.

Clearing and Grubbing

☐ Assure that contractor removes only those items marked for removal. Unless otherwise specified all scalped materials, rubble or other deleterious materials not specified for salvage, shall be removed from the job site.

Excavation of Subgrade

☐ Recheck construction staking for stakes and hubs lost during the clearing and grubbing operations.
☐ Check for over-excavation and width (see typical section)
☐ Record areas of over-excavation due to unsuitable soils
☐ Request subgrade check by survey crew and city inspector.

Infrastructure Installation

Recheck construction staking for lost hubs and cut stakes
Inspect materials delivered to project (certifications) pipe markings to match certs
Casting dates on concrete pipe checked. Do not install pipe cast less than 14 days prior to installation.
Compare all classes and types of pipe, culverts, and conduit delivered to the project with those specified on the plans for installation.
Inspect all conduit, precast manhole, and drainage appurtenances for suitability of use.
Check for over-width excavation of trenches. Be aware of backfill quantities where it is a pay item.
Check line and grade of pipe being installed against staking.
Check that flow lines match when joining conduits of the same diameter but of different materials, i.e., PVC to CONC.
Check that bedding and pipe zone materials meet specifications.
Check that sewers of different sizes are installed with the top inside surfaces at the same grade.
Pipe zone material placed as specified (see typical section).
Insure that only imported granular backfill materials are being used in public right-of-way.
Assure that proper compaction is made to insure specified density of trench backfill.
Call for lab testing of concrete to be used for cast-in-place manholes and drainage inlets. One set, slump test and concrete cylinders per each day's pour.
Sanitary sewer laterals properly marked with 2x4 markers, distance measured from nearest property corner, and depth of pipe recorded on project plans.
Subgrade reshaped after sewer work completed.
Construction staking rechecked for lost hubs and guard stakes.
Visual inspection of subgrade made for unsuitable materials, soft spots, mud boils, or evidence of excessive pumping.
Requested subgrade inspection by city inspector.
All utility carrier conduit crossings shall be installed at this time, i.e., street lights, signals, water, power, phone, gas, TV, etc.

Crushed Aggregate Base

Grade okay for base rock placement.

Check crushed rock for suitability. Request lab sampling as a check against pre-ran proctors.
Crushed rock base constructed as specified in Section 305.3.00 of the Standard Specifications.
Assure that adequate water is being applied to maintain optimum moisture content and hold fine materials in place.
Guard against use of vibratory rollers on dry rock.
Curb rock grade check.
Curb rock densities taken. One test every 150 linear feet. 95% Relative Maximum Density required.
Visual inspection of curb rock grade by city inspector.
Curb rock okay for curb and gutter placement.

Concrete Curb and Gutter (form and pour method)

- ☐ Form material straight and true. No knot holes, splits, or warped forms used.
- ☐ Form pieces join together smoothly.
- ☐ Spacers and batter set to proper alignment. Form set will result in a finished structure to design cross section line and grade.

Concrete Curb and Gutter (extruded machine method)

- ☐ 4 ft. offset hubs in place
- ☐ Alignment and grade of auto sensor grade wire checked.
- ☐ Inlet bases poured before curbs installed.

General

- ☐ Weepholes and curb drains placed in accordance with Subsection 313.3.03C of the Standard Specifications.
- ☐ Curb cuts and handicap ramps marked. Transitions in accordance with Subsection 314.3.13B of the Standard Specifications.
- ☐ Lab called to take test of concrete. One set, slump and cylinder per 100 C.Y. of concrete, but not less than one set per day's pour.
- ☐ Batch tickets checked for time of batch and strength ordered. Delivered concrete meets specifications.
- ☐ Check gutter flow line with 10 ft. straightedge for low spots that could result in a water pond.

Pre-Paving Conference Required

- ☐ Street rock checked for grade and for 95% compaction (T-180).
- ☐ A pre-paving conference in accordance with Subsection 310.3.02 of the Standard Specifications 1994 edition, shall be held not less than 48 hours prior to paving.
- ☐ Specify asphalt density required.
- ☐ Conform asphaltic concrete mix design with city inspector one week in advance.

Asphalt Concrete Paving (Base Lift)

- ☐ Check weather and temperature conditions within acceptable limits as stated in Subsection 310.3.09 of the Standard Specifications.
- ☐ Call for lab testing of asphaltic concrete mixtures, asphalt content, aggregate gradation, and rice density. One test each day and for each 500 tons per Class of A.C.

- ☐ Arrange for lab to take densities in accordance with Subsection 310.3.15 of the Standard Specifications.
- ☐ Assure that paving foreman understands project paving requirements and adjusts paving widths to prevent stacking of longitudinal or lateral joints.
- ☐ Check for removal of pre-sawed existing abutting broken edged asphalt pavements.
- ☐ Check that asphaltic tack coat is applied to all abutting surfaces.
- ☐ Correct any deficiencies in subgrade rock.
- ☐ Check for over-spray of tack onto curb and gutter (clean).
- ☐ Check temperature of asphalt mixture (lay down temp 250 - 300 degree Fahrenheit).
- ☐ Check that paving machine is free of hardened mixture that could fall onto the matt, that the screed is hot and does not pull or tear the mat, that the flights and auger deliver a well balanced mixture to the screed with no fat or segregated mix evident in the mat.
- ☐ Check that rollers are cooperating with lab personnel in obtaining maximum densities per specifications.

Asphalt Concrete Paving (Surface Course)

- ☐ Check that no surface course asphalt pavements are placed on base courses that have not been fully compacted and cooled to a mean temperature of 150 degrees Fahrenheit or less.

- ☐ Check that base course is clean and free of any contaminating materials. Dusty areas shall receive a fog coat of tack just prior to paving. Tack any area that has had traffic on it.
- ☐ Concrete that gutters are clean and free of foreign objects that could hinder rakers from obtaining a proper lap joint of the gutter.
- ☐ Check that lab personnel are alerted to continue product testing and to take density tests during the paving operation.
- ☐ Check that the paving machine is clean and free of materials that could sift onto the mat.
- ☐ Check that the crown at centerline is figured from the front edge of the gutter bar, not from the top of curb.
- ☐ Check that the paving foreman is informed of expected treatment at the ends of curb and gutter, or other appurtenances.
- ☐ Check that the gutter shoe of the automatic sensor is set to allow 1/4 to ½ inch overlap seal of the gutter bar as specified.
- ☐ Check that the rakers are instructed not to broadcast “bones” onto the mat.
- ☐ Check that the screed operator is directed not to deviate from the design grade to accommodate for manholes or valve boxes. Improper adjustment will be corrected after paving.
- ☐ Check that temperature of the asphalt concrete at time of lay down is within limits specified (250 - 300 degrees Fahrenheit).
- ☐ Check that roller operations are cooperating with lab personnel to achieve densities as specified.
- ☐ Check that paving lines not completed by the end of day are terminated with staggered papered lateral joints.

EXHIBIT 12-7: WEEKLY CONSTRUCTION PERMIT

STATUS REPORT

CITY OF SPRINGFIELD DEPARTMENT OF PUBLIC WORKS

REPORT NUMBER_____ PERIOD BEGINNING_____ PERIOD ENDING_____

PROJECT NUMBER_____ PROJECT NAME_____

COMPLETION DATE:_____ LOCATION _____

	DEVELOPER:	CONSULTING ENGINEER:	CONTRACTOR:
NAME:	_____	_____	_____
COMPANY:	_____	_____	_____
ADDRESS:	_____	_____	_____
CITY:	_____	_____	_____
PHONE:	_____	_____	_____

JOB STATUS: OVERALL PERCENT COMPLETE_____%

CLEARING_____%	EXCAVATION_____%	DRAINAGE_____%	FILL_____%
SANITARY_____%	BASE ROCK_____%	CURB & GUTTER_____%	PAVING_____%
SIDEWALKS_____%	STREET LIGHTS_____%	TRAFFIC CONTROL_____%	CLEAN-UP_____%

REMARKS: (work done last period, to be done next week, other)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

TENTATIVE CONSTRUCTION COMPLETION DATE:_____ ANTICIPATED CITY ACCEPTANCE DATE:_____
(ALLOW MINIMUM OF THREE WEEKS AFTER CONSTRUCTION COMPLETION DATE)

PREPARED BY:_____

_____

_____
_____
_____
_____
_____
_____

FOR CITY USE ONLY

Earliest projected plat filing date: _____

Earliest projected building permit issuance date:_____

CITY ENGINEER:_____ CIVIL ENGINEER:_____

CHIEF OF CONSTRUCTION:_____ TRAFFIC ENGINEER:_____

COPIES MAILED TO: (AS INDICATED)

___X_BUILDING OFFICIAL __X__MAINTENANCE MANAGER __X__CONTRACTOR __X__CONSULTING ENGINEER

___X_DEVELOPER _____DEPT. OF ENVIRONMENTAL QUALITY _____WATER DEPT.

_____S.U.B. ELECTRIC _____S.U.B. WATER _____SCHOOL DISTRICT _____N.W. NATURAL GAS

_____WILLAMALANE _____OTHER_____

EXHIBIT 12-8: SET ASIDE LETTER

City of Springfield, Oregon
Set Aside Letter

Project Title: *(Insert Title of Project as shown on the final version of the Public Improvement Project Permit Form)*

Project Number: *(Insert Project Number as shown on the final version of the Public Improvement Project Permit Form)*

Project Description: _____

Project Location: _____

Financial Institution: _____

Borrower: _____

The above-referenced Bank hereby certifies that the sum of _____ ($_____) is on deposit with *(Insert name and address of Banking Institution here)*, *(Insert Bank Branch here)* in the form of Certificates of Deposit under the name of _____ to secure the City of Springfield, Oregon the applicant's performance of certain work in connection with the above-referenced project. All of the Certificates of Deposit mature on _____. The dollar amounts of the Certificates of Deposit and certificate of deposit account numbers are as follows:

Certificate of Deposit Amount(s)	**Certificate of Deposit Account Number(s)**

The Bank hereby certifies and agrees that those funds will not be released without written instruction from an authorized agent of the City of Springfield, Oregon. We further agree that those funds will be paid to the City of Springfield, Oregon within ten days of receiving written notice that Springfield, Oregon has determined that the required work has NOT been performed within applicable time limits, or that the work has NOT been properly performed. The Bank shall have no duty or right to evaluate the correctness or appropriateness of any such notice or determination by the City of Springfield, Oregon and shall not interplead or, in any manner, delay payment of said funds to the City of Springfield, Oregon. The applicant hereby agrees to this assignment of funds and that its obligation to perform the required work is not limited to the amount of funds held by the Bank.

This assignment of funds is irrevocable and cannot be canceled by the Bank or the Borrower. There is no provision in this Set Aside Letter for any maintenance bond requirement.

Financial Institution *(Please Print)*	Name of Borrower *(Please Print)*
Address *(Please Print)*	Address *(Please Print)*
City State Zip Code	City State Zip Code
Financial Institution Representative *(Please Print)*	Signature of Borrower
Signature of Financial Institution Representative	Title *(Please Print)*
Title *(Please Print)*	Date
Date	