

CITY OF SPRINGFIELD
Contractor
PIP Permit Acknowledgment & Indemnification Agreement

P _____

Project Name: _____

Developer: _____

The undersigned Contractor hereby acknowledges and agrees to the following:

Permit Acknowledgement: Contractor has reviewed the Developer's PIP Permit Agreement, including Chapter 12 of the City of Springfield *Engineering Design Standards and Procedures Manual* that is incorporated into the permit by reference. Contractor acknowledges that he or she has been retained by Developer to perform professional services that include in the required scope of services, at a minimum, those services listed in Article III of the PIP Permit Agreement.

Indemnification and Hold Harmless: Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney's fees and costs of defense, arising in whole or in part from the acts or omissions of said Contractor, and the Contractor's subcontractors, officers, agents, and employees, in performance of this contract. Contractor understands and agrees that any supervision and/or control exercised by City personnel in no way relieves Contractor or its agents, employees, or subcontractors, of any duty or responsibility to the general public nor does such supervision and/or control relieve Contractor, its agents, employees, or subcontractors from any liability for loss, damage or injury to persons or property as provided in this release.

In the event any such action or claim is brought against City, upon tender by City, the Contractor will defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.

Notwithstanding the foregoing, neither Contractor nor any attorney engaged by Contractor will defend any claim in the name of the Contractor, nor purport to act as legal representative of the Contractor, without the prior written consent of the City Attorney's Office. City may, at any time and at its election, assume its own defense and settlement of any claims. City reserves all rights to pursue any claims it may have against Contractor if the City elects to assume its own defense.

Per ORS 30.140, this agreement does not include indemnification by Contractor for losses, claims, or actions resulting from the sole negligence of City or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

The absence of or inadequacy of the liability insurance required by Section 12.07 of the *Engineering Design Standards and Procedures Manual* does not negate Contractor's obligations in this agreement.

Contractor
PIP Permit Acknowledgement & Indemnification Agreement
P _____

Contractor Signature

Date

Printed name: _____

CCB License # _____

Mailing Address

Business Phone Number

City, State & Zip Code

Cell Phone Number

E-Mail Address

Fax Number

Received by: _____
For the City of Springfield

Date