

**CITY OF SPRINGFIELD**  
**Design Professional**  
**PIP Permit Acknowledgment & Indemnification Agreement**

P \_\_\_\_\_

Project Name: \_\_\_\_\_

Developer: \_\_\_\_\_

**Each undersigned Design Professional hereby acknowledges and agrees to the following:**

Permit Acknowledgement: Design Professional 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. Design Professional 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: Each undersigned Design Professional individually 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 Design Professional, and the Design Professional's subcontractors, officers, agents, and employees, in performance of this contract. Design Professional understands and agrees that any supervision and/or control exercised by City personnel in no way relieves Design Professional or its agents, employees, or subcontractors, of any duty or responsibility to the general public nor does such supervision and/or control relieve Design Professional, 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 Design Professional will defend the same at the Design Professional's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Design Professional, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Design Professional, within a reasonable time, of any claim, threat of claim or legal action.

Notwithstanding the foregoing, neither Design Professional nor any attorney engaged by Design Professional will defend any claim in the name of the Design Professional, nor purport to act as legal representative of the Design Professional, 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 Design Professional if the City elects to assume its own defense.

Per ORS 30.140, this agreement does not include indemnification by Design Professional 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.

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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 Design Professionals's obligations in this agreement.

COORDINATING DESIGN PROFESSIONAL:

_____ Signature of Coordinating Design Professional	_____ Date
Professional Engineer: <input type="checkbox"/> Civil <input type="checkbox"/> Environmental <input type="checkbox"/> Traffic <input type="checkbox"/> Structural <input type="checkbox"/> Licensed Architect <input type="checkbox"/> Licensed Landscape Architect (privately maintained improvements only)	
Printed name: _____	Oregon Reg./License # _____
Firm Name (if applicable): _____	
_____ Mailing Address	_____ Business Phone Number
_____ City, State & Zip Code	_____ Cell Phone Number
_____ E-Mail Address	_____ Fax Number

ADDITIONAL DESIGN PROFESSIONAL(S) (Add additional pages if needed):

_____ Signature of Design Professional	_____ Date
Professional Engineer: <input type="checkbox"/> Civil <input type="checkbox"/> Environmental <input type="checkbox"/> Traffic <input type="checkbox"/> Structural <input type="checkbox"/> Licensed Architect <input type="checkbox"/> Licensed Landscape Architect (privately maintained improvements only)	
OTHER DISCIPLINE/SPECIALTY _____	
Printed name: _____	Oregon Reg./License # _____
Firm Name (if applicable): _____	
_____ Mailing Address	_____ Business Phone Number
_____ City, State & Zip Code	_____ Cell Phone Number

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\_\_\_\_\_  
E-Mail Address Fax Number

Printed name: \_\_\_\_\_ Oregon Reg./License # \_\_\_\_\_

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Received by: \_\_\_\_\_  
For the City of Springfield Date