

CITY OF SPRINGFIELD
PUBLIC IMPROVEMENT PROJECT PERMIT AGREEMENT
P _____

Dated: _____

Parties: City of Springfield, an Oregon municipal corporation ("City")
225 Fifth Street
Springfield, Oregon 97477

and

_____ ("Developer")

ARTICLE I. Acknowledgment of Obligation to Construct Required Improvements

This Permit is issued by the City of Springfield to allow for the construction of public infrastructure that is funded and engineered by entities other than the City of Springfield, within public rights-of-way and easements within the jurisdiction of the City. The permit is an agreement between the City and Developer.

Developer agrees to abide by the terms and conditions of this Public Improvement Project Permit Agreement ("Permit") for and in consideration of the City approving and allowing the construction of the proposed public improvement project City Project Number P_____, related to Land Use Application _____ ("Project"),

Developer acknowledges that it is Developer's obligation to cause said improvements to be designed and constructed in accordance with the Springfield Development Code; the City of Springfield Engineering Design Standards and Procedures Manual ("EDSPM"); the City of Springfield Standard Construction Specifications; and all special conditions, permits, and approvals from the City Development and Public Works Director, Planning Commission, hearing body, agency, or other jurisdiction with authority over the proposed work.

Developer further acknowledges that the provisions of EDSPM Chapter 12 are applicable to this agreement. Developer further agrees to abide by the terms and conditions in EDSPM Chapter 12, which are made part of this Permit by reference.

ARTICLE II. Retainage of Design Professional(s) and Contractor(s)

Developer agrees to retain design professionals and contractors appropriately licensed and skilled to design and construct the development. Design professionals may include civil engineers, environmental engineers, structural engineers, traffic engineers, registered geologists, lighting professionals, wetland consultants, licensed arborists, architects, landscape architects, or other professionals as required for the specific development proposal. Developer also agrees that only registered professional engineers with specialties in civil, environmental, structural, and/or traffic engineering, as appropriate to their respective expertise, will perform primary design and construction inspection activities of improvements to be publicly-owned and maintained.

Further, in order to ensure coordination of design of the development and to facilitate efficient communication with the City, the Developer has retained the following named professional engineer or

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engineering firm, registered and licensed to practice in the State of Oregon, to serve as the Developer’s Design Professional, with duties as listed in Article III below, to provide developer with engineering and inspection services during the design and construction of all public improvements and professional design and construction observation services for regulated private improvements. If there is only one design professional/engineer responsible for preparing and submitting the entire project plan set to the City for review and approval, the listed design professional is automatically considered as the project’s Coordinating Design Professional:

PROFESSIONAL ENGINEER/ENGINEERING FIRM (COORDINATING DESIGN PROFESSIONAL):

OTHER PROFESSIONAL ENGINEERS, FIRMS, OR DESIGN PROFESSIONALS:

If an engineer, engineering firm or any other design professional providing services is dismissed, or otherwise stops providing developer with on-going, required services, developer must promptly notify the City Engineer and retain a replacement. Under such circumstances, the City may, at its sole discretion, order work in progress to stop. As a condition to resuming work, the replacement engineer, engineering firm or design professional may be required by the City to attend a project orientation meeting with the City and may be required to submit documentation and other relevant information as deemed necessary by the City Engineer.

ARTICLE III. Scope of Professional Services

Developer agrees that the scope of work provided by any engineer, engineering firm, or other design professional hired by developer to work on the project includes, at a minimum, the scope of work set forth in Section 12.09 of the Engineering Design Standards and Procedures Manual.

ARTICLE IV. Completion of Project.

Developer acknowledges that a “complete project” is one that complies with the requirements set forth in EDSPM Section 12.12.1. Developer acknowledges that no Certificate of Occupancy will be issued by the City for an incomplete project.

ARTICLE V. Indemnification.

Developer 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 Developer, and the Developer’s subcontractors, officers, agents, and employees, in performance of this contract.

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

Notwithstanding the foregoing, neither Developer nor any attorney engaged by Developer will defend any claim in the name of the Developer, nor purport to act as legal representative of the Developer,

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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 Developer if the City elects to assume its own defense.

Per ORS 30.140, this agreement does not include indemnification by Developer 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 any liability insurance required by Section 12.07 of the *Engineering Design Standards and Procedures Manual* does not negate Developer’s obligations in this agreement.

ARTICLE VI. Enforcement

The developer acknowledges that failure to adhere to the terms and provisions stated in this agreement may, in addition to other possible remedies, result in the revocation of the Public Improvement Project Permit, the issuance of a stop work order, a claim against the Developer’s bond, and/or commencement of civil proceedings for violation of City ordinances. This agreement is not transferable.

Signature of Developer or Authorized Representative

Date

Printed name: _____

Received by:

For the City of Springfield

Date