

# PUBLIC IMPROVEMENT PROJECT PERMITS

## 12.00 STANDARDS & PROCEDURES

### 12.01 PURPOSE

This Chapter describes the process, standards, and requirements for initiating, coordinating, designing, and constructing Public Improvement Permit Projects (Project). A 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, which are funded, engineered, and built by a private developer.

### 12.02 PERMIT OBLIGATIONS

#### 12.02.1 Developer Obligations of Permit

The Developer must obtain a Public Improvement Project Permit (Permit) before constructing any privately-funded and privately-designed public improvements in public rights-of-way or easements. The Developer must comply with all conditions set forth in the Public Improvement Project Permit Agreement, which constitutes the Developer's Permit, and all requirements of this Chapter. **The Developer is responsible for ensuring that its Design Professionals and Contractor abide by the requirements of the Public Improvement Project Permit Agreement and this Chapter.**

The Developer is responsible for providing all financing, personnel, equipment and materials to fulfill the requirements of the Permit, including to fully construct and pay all costs of the Project and to complete the Project in accordance with the Plans. All work must comply with applicable state and federal law and ordinances and regulations of the City of Springfield, including but not limited to , 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. Developer must complete and pay for all additional items of work not shown on the construction drawings but necessary for the successful completion of the Project.

Starting on the date that the Permit is approved and signed by the City Engineer and continuing until the date on which the City Council formally accepts the Project, the Developer is responsible for the following:

- A. Maintaining safety, proper traffic control and signing, cleanliness and general condition of all affected streets, alleys, sidewalks, bike paths, or other public ways, including both dedicated rights of way and easements as well as those rights of way and easements proposed for future dedication to the City as a part of the Project;
- B. Containing 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; and
- D. Correcting any other unsafe conditions that are pointed out by the City on the Project.

If a deficiency in safety is directed to the Developer, Coordinating Design Professional, or Contractor, 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. In case of an immediate risk to public health or safety, as determined by the City, the City reserves the right to take whatever steps necessary to correct the problem without contacting the Developer or its agent beforehand. The Developer will bear any and all costs related to correcting said safety problem.

#### **12.02.2 Obligation to Employ/Contract with Qualified Contractor**

To ensure quality of construction, the Developer will select a Contractor(s) with sufficient experience, available forces and equipment to complete the job in an acceptable manner. Developer shall submit name(s) of proposed contractor(s) and sub-contractor(s) for the Project to the City Engineer for consideration and shall select Contractor(s) who are qualified by the City Engineer for Public Improvement Permit Project work. 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. The Developer must ensure that the Contractor is responsible for the construction duties for this Project, including but not limited to those duties listed in Section 12.08. The Contractor must sign the Contractor's Permit Acknowledgment and Indemnification Agreement acknowledging that the Developer has contracted with the Contractor to perform the work required by the Permit.

#### **12.02.3 Obligation to Employ/Contract with Qualified Design Professional(s)**

The Developer must employ a professional engineer or a firm that employs one or more professional engineers, registered in the State of Oregon, to act as design professionals for the Project. If required under Subsection 12.09.1.D, the Developer will appoint a Coordinating Design Professional; otherwise, the sole design professional will automatically be considered the Coordinating Design Professional. The Developer must ensure that the Coordinating Design Professional is responsible for the oversight of all engineering and design duties for this Project, including but not limited to those listed in Section 12.09. All design professionals must sign the Design Professional's Permit Acknowledgment and Indemnification Agreement acknowledging that the Developer has contracted with said design professional(s) to perform the work required by the Permit.

Developer specifically understands and agrees that the City's issuance of a Permit and approval of plans for the Project is not a certification or warranty that the Plans fully meet engineering design standards for performance. Developer also specifically understands and agrees that any City oversight during construction of Project does not relieve the Developer or any design professionals of the primary responsibility to inspect, test, provide surveys or measurements and otherwise manage and oversee construction and documentation of Project to assure and certify that the Project complies with the Plans and all City standards.

#### **12.02.4 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.

### **12.03 PERMIT APPLICATION PROCEDURES**

This section sets forth the Developer's requirements and the timelines for work under the Project.

*Note: All Development & Public Works Department forms are available on the City's website at: [http://www.springfield-or.gov/city/development-public-works/https-www-springfield-or-gov-page\\_id2108/](http://www.springfield-or.gov/city/development-public-works/https-www-springfield-or-gov-page_id2108/)*

### **12.03.1 Initial Plan Submittal Requirements**

The Developer or Coordinating Design Professional must contact the City to schedule an appointment for intake of the Initial Plan Submittal. At intake, the Developer or the Coordinating Design Professional must submit the following items, complete and signed (if needed):

- 1. Public Improvement Project Permit Agreement signed by the Developer.*
- 2. Itemized cost estimate for construction of the Project. This estimate must be based on the BOLI prevailing wage and must include the project contingency and any fees required to be paid to the Developer's design professional(s).*
- 3. [Construction Permit Deposit for Public Improvement Projects](#) form. See section 12.05. This form must be submitted along with the City Plan Examination Deposit. See subsection 12.05.1. Alternatively, the Developer may pay the entire deposit amount shown as the Total Amount Due at this time.*
- 4. Six copies of the Project plans. See section 12.04.*
- 5. One copy of any applicable land use decisions and explanations of how applicable conditions will be met by the Permit and any additional applicable studies required by this Engineering Design Standards and Procedures Manual.*
- 6. The Design Professional Permit Acknowledgment & Indemnification Agreement form providing the name, license number (as applicable) and contact information of Developer's design professional(s), including designation of the Coordinating Design Professional if applicable. See section 12.09. This form must be signed by the Developer's Coordinating Design Professional and any other engineer, engineering firm, or other design professionals hired by the Developer on the Project, acknowledging that the engineer or design professional has been retained to perform the required professional services listed in the permit and agreeing to indemnify and hold harmless the City. See sections 12.07.11 and 12.09.*
- 7. All design professionals' Insurance Certificates with all required endorsements. See subsection 12.07.1.*
- 8. Two copies of the Special Provisions for Construction, if any are necessary. See section 12.04.*

### **12.03.2 Initial Plan Review**

The City will review submitted Initial Plan materials only after all required documents and funds have been received. The City will contact the Developer and Coordinating Design Professional in writing with comments regarding necessary plan revisions, clarifications or requirements, and re-

submittal or additional submittal requirements. It is the Developer's responsibility to ensure that the applicable design professional(s) address any re-submittal or additional submittal requirements.

### **12.03.3 Additional Submittal Requirements**

The Developer or Coordinating Design Professional must submit the following items during the Initial Plan Review period, prior to Final Plan Approval. The City will not issue Final Plan Approval until all of the following documents, certificates, and endorsements have been approved. To ensure timely Final Plan Approval, the City strongly encourages the Developer to submit these items with the Initial Plan Submittal or as soon afterward as they become available. Developers should allow 30 days for City review of the following materials, not including any items returned to the Developer or Design Professional as not meeting City requirements. The City will review items as they are received.

- 1. **Approved Financial Security, 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. **Remaining balance on the Deposit from the "Construction Permit Deposit for Public Improvement Projects" form. See subsection 12.05.1.***
- 3. **The Contractor's Permit Acknowledgment & Indemnification form providing the name, CCB license number and contact information of Developer's Contractor. See section 12.08. This form must be signed by the Contractor, acknowledging that he or she has been retained to perform the required professional services listed in the permit and agreeing to indemnify and hold harmless the City. See subsection 12.07.11.***
- 4. **Contractor's Insurance Certificates with all required endorsements. See section 12.07.2.***
- 5. **Temporary Traffic Control Plan for project construction. See Section 12.09.1.***
- 6. **List of sub-contractors for approval.***
- 7. **Concurrences from affected utilities, signifying that they have been given a chance to review and comment on the project. See section 12.10.1. The ["Concurrence Letter"](#) form can be down-loaded from the link above. If a utility company does not reply, proof must be submitted that at least two attempts were made.***
- 8. **Copy of approved pavement mix designs and any other required material submittals.***
- 9. **Applicable permits required by other Agencies to complete the project. See section 12.11.***

### **12.03.4 Final Plan Approval**

The City will contact the Developer in writing after the City has approved all items required under sections 12.03.1 and 12.03.2. The Developer or the Coordinating Design Professional may then submit a final copy of the Public Improvement Plans. The City Engineer will stamp the final plans "Approved for Construction" and return the plans to the Developer or the Coordinating Design Professional.

### **12.03.5 Pre-Construction Meeting**

After Final Plan Approval, the Developer or the Coordinating Design Professional may contact the City to schedule the Pre-Construction Meeting. Pre-Construction Meetings are held no earlier than one (1) week following Final Plan Approval, generally on Tuesdays, Wednesdays, and Thursdays. The Developer, Contractor, and all involved design professionals must attend the Pre-Construction Meeting with City staff, representatives of the utilities, and representatives of other applicable agencies as determined by the City.

The Developer is responsible for: (1) Ensuring copies of the approved stamped plans have been distributed to all affected agencies and utilities, (2) Reviewing any agency requirements and resolve all coordination conflicts prior to attending the Pre-Construction Meeting, and (3) Inviting all affected agencies and utilities to the meeting.

The Developer or Coordinating Design Professional must submit the following items to the City at or before the Pre-Construction Meeting. The City will cancel the Pre-Construction Meeting if the Developer fails to submit these items on or before the Pre-Construction Meeting:

- 1. 7 copies of stamped Approved Construction Plans (Five (5) sets at 22”x 34” size and two (2) sets at 11” x 17”). All sets must have the correct scale.*
- 2. Construction schedule. See section 12.08.2.*
- 3. Fully executed city participation agreement, if applicable.*

#### **12.03.6 Permit Issued**

After the Pre-Construction Meeting (and if applicable, after any corrections have been made as directed by the City), the City Engineer will approve and sign the Public Improvement Project Permit Agreement. The signed agreement constitutes the Permit and the Developer’s Notice to Proceed with Construction subject to the Permit. Work may begin only after the City provides the Developer with the signed Public Improvement Project Permit Agreement.

#### **12.04 PLANS AND SPECIFICATIONS SUBMITTAL**

All plans must be designed according to the City Standard Construction Specifications, the design guidelines contained in this Engineering Design Standards and Procedures Manual, other applicable City policies and regulations, and any other specific requirements of the City Engineer.

On request, the City may provide the Developer or Coordinating Design Professional 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. The Developer must pay the cost of providing these documents according to the City’s public records request policy. The City’s Standard Construction Specifications and the entire Engineering Design Standards and Procedures Manual can be purchased from the City by contacting the Development and Public Works Department or may be found online at the link provided in Section 12.03.

#### **12.05 CONSTRUCTION PERMIT DEPOSIT**

The Developer must deposit funds with the City that are sufficient to cover the City’s estimated staff cost, and expenses dedicated to the project.

##### **12.05.1 Deposit Submittal and Initial Amount**

At minimum, the Developer must make the following deposits:

- A. The Total City Plan Examination Deposit is due to the City at the time of Initial Plan Submittal; and
- B. The Total Amount Due, which is the remaining deposit, is due to the City at or before Final Plan Approval. Alternatively, the Developer may pay the Total Amount Due at the time of Initial Plan Submittal.

The Total Amount Due is based on the Estimated Total Cost of the Project that is provided in the Construction Permit Deposit Form. The Estimated Total Cost of the Project includes any design project contingency. If the Estimated Total Cost of the Project increases, the Developer must submit a revised version of the Construction Permit Deposit form along with the additional deposit amount, if any.

**12.05.2 Additional Deposit for Insufficient Funds or Project Close Out**

The City will periodically review the amount of deposited funds compared to Project expenses to determine if there are sufficient funds deposited. The City will notify the Developer if there are insufficient funds to continue paying expenses. The Developer must submit the additional deposit within 14 days of the first notification, or else the City may put a stop work order on the project.

Prior to Formal Project Acceptance, the deposited funds must be sufficient to close out the project expenses. For this purpose, a sufficient amount is 50% of the original Total City Plan Examination Deposit or \$2,500.00, whichever is less. The City will notify the Developer in writing if an additional deposit is required prior to Formal Project Acceptance, and the City Engineer will not sign the Formal Project Acceptance form until the Developer has submitted the additional deposit.

**12.05.3 City Costs Recovered From Deposit**

The City may recover from the deposit any City costs and expenses related to the Project, including but not limited to City costs and expenses for the following:

- A. Staff time for 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. Staff time for reviewing plans, specifications, calculations, studies, financial security, indemnification and insurance submittals and surveyed documents to ensure compliance with City standards and requirements, and for outside consultant “peer review” for certain items of work to be determined by the City.
- C. Staff time for coordinating proposed plans with affected City Divisions, other agencies, or other jurisdictions.
- D. Materials testing performed on the project and City engineering services that may be necessary for proper oversight of the project (Note that the Coordinating Design Professional is responsible for ordering tests and interpreting and reporting test results).
- E. Staff time reviewing as-built plans to ensure they accurately represent the completed project.

- F. Staff time preparing documents to submit to the City Council for formal acceptance of the completed project.

#### **12.05.4 Return of Unused Deposit**

Any unused deposit funds will be refunded to the Developer at the same time as final release of the Financial Security. Funds held on deposit are property of the City and are not held in trust for the Developer.

### **12.06 FINANCIAL SECURITY**

The Developer is required to obtain and maintain Financial Security to cover the Project and warranty period(s) as provided in this section. If the Developer fails to maintain the proper Financial Security, the City may issue an immediate stop work order and terminate the Public Improvement Project Permit, in addition to any other remedy available by law.

#### **12.06.1 Financial Security Required**

Before Final Plan Approval, the Developer must submit financial security, on a form acceptable to the City, 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 formal acceptance of the project.
- B. Payment in full of charges for all project costs, such as billings from materials testing laboratories or City administration and engineering services, associated with the project.
- C. Payment in full of costs of the Developer's Engineer necessary to complete all inspections, project management, as-built preparation, and other documentation needed for formal acceptance of the project.
- D. Against defective workmanship and materials for one year, and two years for street trees and other landscaping, driveway aprons, and sidewalks, following formal acceptance of the project by the City Council.

#### **12.06.2 Amount of Financial Security**

The financial security must be equal to or greater than 110% of whichever cost is higher: (1) the price of the owner's contract for the work, or (2) the official itemized engineer's estimate of the cost of the project, whichever is larger, and must be based on BOLI prevailing wage rates and include the Engineer's fee and project contingency. The City reserves the right to evaluate the total cost to construct the Project submitted in the itemized cost estimate and, if determined to be insufficient, to require the Developer to provide additional financial security.

The Developer may request a one-time reduction to the required financial security amount following the City's issuance of a Certificate of Substantial Completion. See subsection 12.11.3.

#### **12.06.3 Acceptable Financial Security Forms**

There are three Financial Security options available: (1) Public Improvement Project Performance Bond, (2) Set Aside Letter, or (3) Irrevocable Letter of Credit. To facilitate efficient processing of the financial security and ensure that City concerns are satisfied regarding potential exposure, financial

security shall be submitted only on City authorized forms. The acceptable forms are available from the Development and Public Works Department or online at the link provided in Section 12.03.

*No other forms will be accepted.* All financial security documentation is subject to approval by the City Attorney. The City will return to the Developer any documents found to be incomplete or unacceptable for correction and resubmission.

#### **12.06.4 Use of Financial Security**

If the project is abandoned by the Developer prior to completion of the project, the City may apply the financial security 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.

#### **12.06.5 Construction Contractors Board Public Works Bond Required**

The following requirements apply to any Project that is “public works” as defined in ORS 279C.800(6), or to any part(s) of a Project that are “public works” if the Project has been divided by the Bureau of Labor and Industries under ORS 279C.817. “Public works” includes any Project that uses \$750,000 or more of funds of a public agency, or that uses funds of a private entity in which a public agency will use or occupy 25 percent or more of the square footage of the completed project. Projects that are “public works” must meet the following requirements;

- A. Developer will comply with the provisions of ORS 279C.830, with respect to the payment of the prevailing rate of wage;
- B. Developer will require that each and every contractor or subcontractor shall file such bonds as may be required under ORS 279C.836; and
- C. Developer will require that any contractor or subcontractor shall comply with each and every provision of ORS 279C.800-870 with respect to the Project.

### **12.07 INSURANCE & INDEMNIFICATION**

The all design professionals and the Contractor must carry the applicable insurance specified below, through formal Council acceptance of the project under subsection 12.12.1, except as noted for warranty work under subsection 12.12.3. All insurance must carry a rating of A- or better with A. M. Best and must be approved by the City as to terms, conditions, and form. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. The City has the right to reject any certificate or endorsement for unacceptable coverage and/or companies. If the Contractor or any design professional fails to maintain the proper insurance or provide notice of cancellation or material change shall, the City may terminate the Permit or place a Stop Work Order, in addition to any other remedy available to the City.

**It is the Developer’s responsibility to ensure that its Design Professionals and Contractor comply with the requirements of this section.**

#### **12.07.1 Design Professionals’ Insurance and Indemnification**

The Developer or design professional must submit the following Certificates of Insurance and all applicable endorsements to confirm that all policy coverage and limits required are in place for any engineer, engineering firm, or other design professional hired by Developer:



- A. Certificate of Professional Liability Insurance;
- B. Certificate of Workers' Compensation Coverage or exemption;
- C. Certificate(s) or other evidence of additional coverage(s) required by the City under subsection 12.07.7; and
- D. Design Professional's Permit Acknowledgment & Indemnification Agreement.

**12.07.2 Contractor's Insurance and Indemnification**

The Developer or their agent must submit the following Certificates of Insurance and all applicable endorsements to confirm that all policy coverage and limits required are in place for the Contractor(s) hired by Developer.

- A. Certificate of General Liability Insurance and all applicable endorsements);
- B. Certificate of Automobile Liability Insurance; and all applicable endorsements;
- C. Certificate of Worker's Compensation Coverage or exemption;
- D. Certificate(s) or other evidence of additional coverage(s) required by the City under subsection 12.07.7; and
- E. Contractor's Permit Acknowledgment & Indemnification Agreement.

**12.07.2 Commercial General Liability Coverage**

The Contractor must obtain, at its own expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage must be a minimum of \$2,000,000 per occurrence, and \$3,000,000 aggregate.

**12.07.3 Automobile Liability Coverage**

The Contractor must obtain, at contractor's expense, and keep in effect during the term of the Public Improvement Project Permit Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence must not be less than \$1,000,000.

**12.07.4 Professional Liability Coverage**

All design professionals must obtain, at their own expense, and keep in effect during the term of the Permit, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence must not be less than \$2,000,000. Annual aggregate limit must not be less than \$3,000,000.

**12.07.5 Workers' Compensation Coverage**

The Contractor, all design professionals, and their subcontractors, if any, and all employers providing work, labor or materials under the Permit who are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide workers'

compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident must be included.

#### **12.07.6 Equipment and Material Coverage**

The Contractor is responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

#### **12.07.7 Other Coverages**

The City reserves the right to require additional policies or special coverage(s) as it may deem necessary, including but not limited to pollution and asbestos liability coverage. The requirement for additional policies or special coverages will be at the sole discretion of the City.

#### **12.07.8 Railroad Protective Liability Coverage**

If work being performed as part of the Public Improvement Process is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

#### **12.07.9 Evidence of Coverage and Notice of Cancellation or Material Change in Coverage**

All policies must include a 30-day notice of cancellation or material change in coverage clause. If the approved insurance company will not provide this 30 day notice, the Contractor or Developer must provide written notice to the City within two (2) days of the Contractor or Developer becoming aware that the Contractor's coverage has been cancelled or materially changed, regardless of the circumstances causing the coverage to cease or lapse. The Contractor or Developer must e-mail notification directly to Purchasing in the Springfield Finance Department at [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov) with a copy to Amanda Clinton at [aclinton@springfield-or.gov](mailto:aclinton@springfield-or.gov).

#### **12.07.10 Subcontractors**

The Developer and Contractor must ensure that all Subcontractors to provide and maintain General Liability, Auto Liability and Workers' Compensation insurance and, as applicable, any additional policies or special coverages equivalent to those required of the General Contractor by this section. The Developer is responsible for ensuring that the Contractor obtains certificates of insurance and endorsements from all Subcontractors as evidence of required coverage. Upon City request and within the timeline required by the City, Developer or Contractor must provide to the City evidence of Subcontractor coverage.

#### **12.07.11 Indemnification & Hold Harmless**

The Developer, Contractor, and all design professionals must submit a signed indemnification agreement, as approved by the City Attorney.

### **12.08 CONTRACTOR'S CONSTRUCTION MANAGEMENT**

In addition to Contractor's obligations to Developer as contractor for the Project, Contractor must submit the following items to the City before Final Plan Approval.

#### **12.08.1 Temporary Traffic Control Plan**

The Contractor must submit a temporary traffic control plan stamped by a Professional Engineer licensed in Oregon. 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. The Contractor must maintain all temporary traffic control devices at all times, including evenings and weekends, or the Contractor must remove them when not applicable.

### **12.08.2 Construction Schedule**

The Contractor must 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 must be submitted no later than the following business day.

## **12.09 COORDINATING DESIGN PROFESSIONAL SCOPE OF WORK**

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 shall include, at a minimum, the following items and responsibilities as applicable.

### **12.09.1 Plan Preparation**

The design professional must prepare construction plans and drawings, specifications, reports, test results, and cost estimates, professionally sealed in accordance with the requirements of the City Engineer, City standards, specifications and any special conditions imposed by the City Development and Public Works Director, Planning Commission, hearing body, agency, or other jurisdiction with authority over the proposed work. The following requirements apply:

- A. The design professional must stamp/seal every plan sheet the design professional is responsible for preparing and submitting to the City for official review.
- B. For documents and individual plan sheets that incorporate the work of more than one design professional, each design professional must clearly delineate the elements for which each is responsible, professionally sealed as required.
- C. If the overall project plan set contains individual plan sheets from more than one design professional for submittal to the City (e.g., architect, traffic engineer, structural engineer, lighting professional, landscape architect), the Developer shall appoint a Coordinating Design Professional who shall prepare a plan set cover sheet and shall be responsible for compiling all plan set contents and resolving any plan conflicts among the various contributing disciplines. 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,

that design professional is automatically considered as the project's Coordinating Design Professional.

- D. If other professional disciplines must be consulted only to prepare a plan set submitted to the City (in other words, consultants that are not producing separate plan sheets), the design professional shall receive the consultant's calculations, reports, and recommendations and shall provide them to the City with the plan submittal. The City may ask consultants to a design professional to confirm in writing that the plans submitted by the design professional to the City sufficiently incorporate the consultants' recommendations.

**12.09.2 Utility Concurrence**

The Coordinating Design Professional must submit a Utility Concurrence Letters to the City on the Concurrence Letter form prior to final plan approval, for City Engineer of all utilities, such as gas, water, electric, telephone, cable, etc. The City may require a utility plan from utilities as a condition of approval. The Coordinating Design Profession must obtain all as-built information for underground utilities from the appropriate utility companies and/or from utility locates in the field and must provide the as-built information to the City Engineer. The Coordinating Design Professional is responsible for locating and verifying all utilities within the project. The Coordinating Design Professional must route a copy of each plan to all utility companies for review, concurrence of the design, and scheduling of utility work. The Coordinating Design Professional must incorporate utility review comments in the utility plan. If a utility does not provide comments, the Coordinating Design Professional must provide proof that at least two attempts were made to obtain comments from the utility. The Coordinating Design Professional must submit a written statement of utility review and concurrence to the City Engineer prior to final plan approval.

**12.09.3 Survey, Inspection and Management of the Work**

The Coordinating Design Professional must provide engineering and inspection services during the construction of all public improvements and oversee the professional design and construction observation services for regulated private improvements according to City requirements.

- A. The Coordinating Design Professional must participate in the arrangements for and observation of all site surveying, grading and construction staking relating to the required improvements, including survey work required to assure that sub-grade elevations, top of base course, and paving thickness meet City requirements. Survey work must be done by a Professional Land Surveyor licensed in the State of Oregon. Field marking must include all normal point information, such as cut/fill, offsets, and stationing. The Coordinating Design Profession must provide one copy of cut and fill notes to the City Engineer unless other arrangements have been made and must provide survey field notes as requested.
- B. Unless otherwise approved by the City Engineer, the Developer and all involved design professionals must attend the Pre-Construction Meeting with the City. See subsection 12.03.5. Design professionals must attend other inspection or oversight visits required by the City or other regulatory entities and government agencies. Each design professional that prepares and seals a plan sheet must make a post-construction site visit and sign the City Final Acceptance Certification form.

- C. The Coordinating Design Professional must perform all primary inspection duties for the public improvement construction, monitor site grading and site paving, and must provide the City with copies of the inspection notes of public improvement construction on a weekly basis. Frequency and duration of inspection and construction observation visits must be sufficient to permit the design professional(s) to: (1) seal/stamp the plans “As-Built” for the public improvements; (2) provide record drawings for the site grading, site paving, and other required private improvements; (3) provide the City with a Substantial Completion Certification form at the Developer’s option; and (4) provide the City with a City Final Acceptance Certification form. At a minimum, inspections must follow the general guidelines listed in the [“Construction Inspector’s Checklist.”](#)
- D. The Coordinating Design Profession must conduct a pre-paving meeting at least 24 hours prior to paving of any streets included in the project. All testing of underground work must be conducted and meet specifications prior to the pre-paving meeting. The Coordinating Design Professional must verify sewer and storm drain flow lines of manholes and slopes of pipes prior to city authorization to proceed with paving. The City may require removal and reconstruction of pipes not constructed to proper grade and alignment. On sewer projects, the Coordinating Design Professional must include air testing, water or vacuum testing of manholes, TV inspection, and mandrel testing in the Project contract. Prior to paving, the Coordinating Design Professional must verify that all new or existing underground utilities are satisfactory and in place.
- E. The Coordinating Design Professional must provide weekly status reports, as well as reports for materials testing, TV inspection of sewer pipes, and mandrel inspections. Material testing reports must be submitted within a week of the material testing. Weekly status reports must be submitted to the City using Weekly Construction Permit Project Status Report form, whether or not construction work has occurred during the week. Weekly reports must be submitted each week starting on the date that the Permit is issued and ending on the date that the City Engineer signs the Formal Acceptance form recommending the project for formal acceptance by the City Council, except that no weekly reports are required while a Project is placed on hold by approval of the City Engineer under section 12.10.

#### **12.09.4 Formal Project Acceptance and As-Builts**

The Coordinating Design Professional must obtain the information and signatures needed from all involved design professionals to complete the City Final Acceptance Certification form and Substantial Completion Certification form as applicable. Following completion of construction, and prior to the City’s releasing the performance bond, the Coordinating Design Professional must provide "As-Built"/record drawings and data to the City, including all changes noted during the construction and field measurements indicated on the inspection notes and drawings. Refer to Chapter 9.00 DRAFTING STANDARDS and Chapter 10.00 ELECTRONIC ACCEPTANCE STANDARDS for requirements for the submittal and acceptance of AutoCad as-Builts.

#### **12.09.5 Design Deviations**

The Coordinating Design Professional shall request and obtain written authorization from the City Engineer or their designee before construction either deviates from the approved plans or uses any materials or products not specified in the plans. Requests to deviate from approved plans or to use unauthorized materials must be prepared and submitted by the appropriate design professional with a written explanation of the circumstances requiring the change.

### **12.09.6 Non-Performance of Design Professional**

In the event the Coordinating Design Professional or other design professional fails to perform all duties specified in the Permit, the City may request that the Developer replace the Coordinating Design Professional or other design professional and/or the City may file a report with the State Board of Engineering Examiners, citing deficiencies and recommending that appropriate action be taken. The City may issue a stop work order for the Project if the City determines that the lack of performance by any design professional is a threat to public health or safety, in addition to any other remedy available to the City.

### **12.10 AGREEMENT TO PLACE PUBLIC IMPROVEMENT PROCESS ON HOLD**

In the event the Developer desires to temporarily stop work on a Project, they may do so by submitting a Project Hold Request Form which describes the reason(s) a project hold is needed and the requested timeframe of the hold. The City Engineer will review the Developer's request to determine if the Project is at a point suitable for a temporary halt to construction. The decision shall be at the sole determination of the City Engineer and is final. If approved the project may be eligible for on hold status for up to 12 months. The approved hold period for the Project will be shown on the Project Hold Request Form. A signed copy of the approved form will be sent to the Developer. While the project remains on hold, the Developer must maintain any requirements set forth in the Project Hold Request Form, including but not limited to maintaining all financial security and insurance as originally accepted for the Project.

### **12.11 SUBSTANTIAL COMPLETION**

The Developer may request that the City Engineer issue a determination of Substantial Completion in accordance with this section.

#### **12.11.1 Definition of "Substantial Completion"**

"Substantial Completion" means that all of the following aspects of the Project have been inspected, tested, and are ready for formal acceptance by the City under the requirements of this chapter and the Standard Specifications:

- A. The water supply system;
- B. The fire hydrant system;
- C. The sewage disposal/wastewater system;
- D. The stormwater drainage system, except for any landscaping requirements that are part of the system;
- E. The curbs;
- F. The demarcating of street signs acceptable for emergency responders, as determined by the Eugene-Springfield Fire Marshal; and
- G. All roads necessary for access by emergency vehicles, as determined by the Eugene-Springfield Fire Marshal.

### **12.11.2 Substantial Completion Submittal Requirements**

The City Engineer will issue a Certificate of Substantial Completion once the Developer has completed all of the following requirements pertaining to the Project elements listed under subsection 12.11.1 above:

- A. The necessary right-of-way and easements are dedicated and recorded.
- B. The Coordinating Design Professional calls for final inspection of the project and a Punch List of items to be corrected is developed by the Developer's Engineer and approved by the City.
- C. Substantial Completion Punch List items are completed to the City's satisfaction.
- D. Material testing and certifications are submitted and approved.
- E. 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.
- F. The Coordinating Design Professional completes and submits the Certificate of Substantial Completion form.

### **12.11.3 Reduction in Financial Security**

At the Developer's option, the Developer may apply to the City to reduce the amount of financial security maintained by the Developer following Substantial Completion as defined in subsection 12.11.1 and the City's issuance of a Certificate of Substantial Completion. The amount and form of financial security must comply with the requirements of subsections 12.07.2 and 12.07.3 and must be approved by the City in its discretion. No further reductions to the required financial security amount will be permitted. The amount of financial security required following Substantial Completion must be maintained throughout the warranty period(s) and must be adequate to guarantee the following:

- A. Timely completion of all remaining work indicated in the plans and specifications, including timely completion of all incomplete Punch List items, as-built plans, and other incomplete items necessary for formal acceptance of the project;
- B. Payment in full of charges for all project costs, such as billings from materials testing laboratories or City administration and engineering services, associated with all incomplete aspects of the project;
- C. Payment in full of costs of the Coordinating Design Professional necessary to complete all remaining inspections, project management, as-built preparation, and other documentation needed for formal acceptance of the project; and

- D. Against defective workmanship and materials for the warranty period(s) specified in subsection 12.12.3, following formal acceptance of the project by the City Council, including those items included within the Certificate of Substantial Completion.

## **12.12 FORMAL CITY ACCEPTANCE OF THE PROJECT**

### **12.12.1 Formal Acceptance Submittal Requirements**

The City Engineer will recommend a Project for formal acceptance by the City Council once the Developer has completed all of the following requirements. Unless otherwise approved by the City, the Coordinating Design Professional must submit all documentation necessary for City acceptance of the Project no more than two months after date of the final inspection. Except as noted below, where the Developer has obtained a Certificate of Substantial Completion, the Developer need not resubmit the following elements previously submitted and approved by the City Engineer.

- A. The necessary right-of-way and easements are dedicated and recorded.
- B. Coordinating Design Professional calls for final inspection of the project and a Punch List of items to be corrected is developed by the Coordinating Design Professional and approved by the City.
- C. Punch list items are completed to the City's satisfaction.
- D. Material testing and certifications are submitted and approved.
- E. If 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 Developer has paid the deduction or other compensation as agreed by the City.
- F. The Coordinating Design Professional provides a hard copy (reproducible and archivable) and submits electronic AutoCad as-builts. See subsection 12.09.4.
- G. The Coordinating Design Professional completes and submits the City's Formal Acceptance form, which must include any Project elements previously listed on a Substantial Completion certificate.

### **12.12.2 Certificate of Occupancy**

Except when the Developer has obtained a Certificate of Substantial Completion under section 12.11, the City will not issue a building permit before the City Engineer signs the Formal Acceptance form recommending the Project for acceptance by the City Council. The City will not issue a certificate of occupancy until the City Engineer has signed the Formal Acceptance form recommending the Project for acceptance by the City Council.

### **12.12.3 Warranty Period(s)**

After formal project acceptance by the City Council, the City Engineer will send a letter to the Developer, with a courtesy copy to the Contractor and the Coordinating Design Professional, notifying them of the formal acceptance of the improvements by the City Council and the beginning of the warranty period(s). Street trees and other landscaping are subject to a two-year warranty period beginning on the day of formal acceptance by the City Council. All other project construction



will be under warranty beginning on the day of formal Council acceptance or the date shown on the Certificate of Substantial Completion, whichever occurs first, until the date one year following formal Council acceptance.

#### **12.12.4 Monument Placement**

Within 60 days after formal acceptance of the project, the Coordinating Design Professional must complete street centerline monumentation through the use of guidelines normally used or monumenting streets in a subdivision plat per ORS 92.060(2), and replacement of other disturbed survey monuments of record in accordance with ORS 209.150, 209.155 and 209.250. These monuments may include centerline monuments, public land survey corner monuments, private property monuments, survey control points, and benchmarks. The Coordinating Design Professional must complete the following items or work, at minimum:

- A. The referencing of monuments that may be disturbed by construction.
- B. The replacement of monuments in accordance with ORS 209.150 and 209.155. 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.
- C. A survey must be filed that complies with ORS 209.250 and copies of the plat, references, and notes given to the City Surveyor.

#### **12.12.5 Warranty Inspection and Repair Work**

The City will perform an 11th-month inspection in the case of a one-year warranty period, and a 23-month inspection in the case of the two-year warranty period, to determine if corrections need to be made to the project work.

Corrections or repairs to project work may be completed subject to an Encroachment Permit authorized under Springfield Municipal Code section 3.214, where applicable. In all other instances, the Developer shall cause the corrections to be completed under an extension of the Public Improvement Permit, and the Developer shall comply with all requirements of this section, including but not limited to the insurance and indemnification requirements in section 12.07, prior to performing any repair or corrective work in the public rights of way.

After all required repairs or other corrective warranty work are complete, centerline monumentation is accomplished and accepted, and all bills are paid by the Developer or scheduled for payment by written agreement with the City, the City will notify the Developer that the warranty period has been completed. If the Developer obtained financial security from a surety or other financial institution for the warranty work, the City Engineer will authorize notification to the entity that provided the financial security releasing the City's interest.