



## **DESIGN-BUILD AGREEMENT**

THIS AGREEMENT, made and entered into this Day day of Month, 20YR, by and between the CITY OF SPRINGFIELD, OREGON, a municipal corporation, acting by and through the Springfield Utility Board, hereinafter referred to as SUB and Owner Name, hereinafter referred to as the Owner.

### **WITNESSETH**

WHEREAS, SUB owns and operates municipal electric, communication, and water systems serving within and adjacent to the corporate limits of Springfield, Oregon and

WHEREAS, the Owner is planning the development and construction of Subdivision/Project consisting of No. of Lots lots located in Lane County, Oregon.

WHEREAS, the Owner has applied to SUB for water service for said development.

**IT IS AGREED** by and between SUB and the Owner, and each in consideration of promises and agreements of the others do hereby promise and agree as follows:

**1. *Binding:***

This agreement shall be binding upon the heirs, executors, administrators, successors and assignees of the respective parties. This agreement pertains solely to water infrastructure.

**2. *Design, Engineering and Construction services:***

The Owner does hereby agree to supply all planning, design, engineering and construction services for various water infrastructure for the said development project in accordance with SUB and the American Water Works Association (AWWA) standards and specifications. The complete set of SUB's standard drawings and construction specifications can be found at [www.subutil.com/water/water-standards/](http://www.subutil.com/water/water-standards/). Any discrepancy between standards and specifications shall be reviewed by a SUB engineer, and resolved by the Director of the Water Division or their designee. Any approved deviations from the final water plan shall be noted on the as-built drawings.

**3. *Licensed Civil Engineer:***

The Owner shall employ a licensed civil engineer(s) for proper preparation of the drawings and specifications for the water facilities of said development. All such professional services shall be performed by an appropriately licensed, currently registered in the State of Oregon, professional civil engineer. The Owner shall take full responsibility for the proper performance of such engineering services and water infrastructure design.

**4. *Program Manager:***

SUB shall designate a "Program Manager" to assist the Owner in monitoring the design and construction of water infrastructure. The Program Manager is not responsible for design or construction and does not relieve the Owner from complete management responsibility. The

Program Manager acts for SUB to enforce proper design, inspection, and safe water material handling practices ***prior to burial***, of all water facilities for said Project. The Program Manager shall also coordinate all work required from SUB to provide water service for said development. The Program Manager shall reserve the right to delegate any tasks within the project scope to other qualified SUB employees as required.

**5. *Project Manager:***

The Owner shall designate a “Project Manager” to coordinate the interactions with the Program Manager. The Project Manager shall provide the Program Manager with an overall project schedule covering the planning, design and construction phases of the project. The project schedule shall clearly define the estimated time of construction for all water infrastructure for said project. The overall project schedule shall be delivered to the Program Manager prior to any request of duties from SUB. The Project Manager shall also provide adequate time and notification to the Program Manager to review and approve the design and perform construction inspections of water infrastructure for said development in accordance with the attached Letter of Agreement. It is the Owners responsibility to coordinate any inspection and construction activities with the Program Manager.

**6. *No Authority to Bind SUB:***

The Owner shall have no authority to enter into contracts on behalf of SUB, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

**7. *Development/Redevelopment charges (DRC’s) and System Development Charges (SDC’s):***

The Owner agrees to comply with all terms specified in the attached Letter of Agreement and the current water development and redevelopment charge policy in effect at the time this agreement is entered into, subject to changes made in the charge policy by the Board of Directors of SUB.

The Owner agrees to pay SUB the sum of **\$Charges** (see Attachment 1 – Summary of Charges) payable prior to the start of construction, in accordance with the Springfield Utility Board's development and redevelopment policy.

The charges for individual water services (SDC’s) are ***not*** included in this amount. The connection charge, upper level charge (if applicable), storage improvement charge, meter charge, and transmission charge will be due at the time specific water service is requested. The current charges for each residential service connection in this development are **\$SVC Cost**. Services over 1-inch shall be calculated and assessed at the time service is requested. These charges are subject to change and will be collected based on the current charges in place at the time water service is requested. You must have a valid building permit prior to paying these development charges to receive water service.

**8. *Changes in Scope of Work:***

SUB’s water service and development charges are based on current water development and redevelopment charge policy, SUB’s estimated inspection time, construction time, and plan review time to provide water planning, connection, and inspection services for this project. If the Owner changes the scope of work in any way that requires supplementary time or expenditure of funds, by SUB, the Owner shall pay for any additional cost incurred by SUB. Said payments shall be

made prior to SUB providing water to, or acceptance of, newly constructed water infrastructure. The Owner shall be responsible for the payment of all bills due for any work associated with the installation of water infrastructure for the said development project prior to final acceptance of the constructed water infrastructure.

**9. Document Requirements:**

The Owner shall be responsible for any permits, easements, environmental protection(s), and notification of all affected parties for said project.

**10. Flushing and Testing:**

The Owner shall perform all required flushing, pressure testing, and chlorination of the completed water infrastructure installations to AWWA and SUB specifications. All flushing and testing of water infrastructure shall be under the supervision of the Program Manager. The Program Manager shall be onsite for all testing and flushing procedures, unless otherwise agreed.

**11. Warranty Bond:**

The Owner shall provide SUB a warranty bond in the amount of **\$Warranty Bond Total**. The warranty bond shall warrant all Owner installed water infrastructure for said project for a one-year warranty period. The warranty bond amount shall be provided, by the Owner, to SUB and shall be based on the Owner's total estimated construction costs for all water infrastructure associated with said project.

After construction of all water infrastructure for said project **and** all required testing has been successfully completed, the Project Manager shall request project substantial completion notification from the Program Manager. If in agreement that the Project is substantially complete, the Program Manager will issue, in writing, the project "Notice of Substantial Completion" letter to the Owner. The date this letter is issued will also serve as the date to begin the required one-year warranty period for said project. A copy of the one-year warranty bond shall be submitted to the Program Manager prior to project Acceptance.

Prior to the expiration of the one-year warranty bond, SUB shall complete a leak detection survey of all installed water infrastructure and a locate wire continuity check for the said development.

**12. Acceptance of Contractor Installed Water Facilities:**

Acceptance of Contractor installed water infrastructure, by SUB, for said development shall be based on compliance/submission of pressure tests, water quality tests, inspections, conductivity tests, all required project documents, and recommendations of the Program Manager.

**13. Indemnification and Hold Harmless:**

The Owner shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Owner, SUB, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Owner shall assume defense of, indemnify and save harmless SUB, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Owner or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of SUB connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of

whether act, omission, or conduct of the Owner or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Owner shall not be liable for nor be required to defend or indemnify, SUB relative to claims for damage or damages resulting solely from acts or omissions of SUB, its officials, agents or employees. The absence of or inadequacy of the liability insurance required shall not negate the Owner's obligations in this paragraph.

**14. Force Majeure:**

Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. SUB may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

**15. Legal Action:**

If suit or legal action instituted by either party for the purpose of enforcing the terms of this agreement, the prevailing party shall have the right to collect from the other party additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

Dated this Day day of Month, 20YR

By: \_\_\_\_\_  
*Greg Miller, Water Division Director, Springfield Utility Board*

By: \_\_\_\_\_  
*Owner (Print)*

By: \_\_\_\_\_  
*Owner (Signature)*

By: \_\_\_\_\_  
*Owner (Print)*

By: \_\_\_\_\_  
*Owner (Signature)*