

ECA -Engineering and Construction Agreement



Project Number _____ Contract Number _____

City of Eugene
 99 E Broadway Suite 400
 Eugene, Oregon 97401
 (541) 682-5291 (541) 682-5032

The undersigned owner requests the **Public Improvements** as described below:

TYPE OF IMPROVEMENT (Paving, wastewater, stormwater, street lights) _____

LOCATION (Street, easement or print subdivision name) _____

North (or east) Limit _____ South (or west) Limit _____

be designed and constructed during the ____ (year) or subsequent season in the following manner:

(check one)

1. As a City engineered and constructed public improvement project (eligible for assessment financing)

City agrees:

- a. To perform engineering, design, cost estimate, award of contract, constructions inspection, assessment tabulation for the improvements;
- b. To participate in the cost of necessary additional capacity of improvements beyond the assessable amounts as stipulated in the Eugene Municipal Code.

Owner agrees:

- a. To pay all the engineering and construction costs which are not eligible for assessment financing.
- b. To participate in the cost of necessary additional capacity improvements beyond the assessable amounts as stipulated in the Eugene Municipal Code.

2. As a privately engineered and constructed public improvement project with private financing arranged by the Owner.

Owner Agrees:

- a. To install all required public improvements within the described construction season at no cost to the city;
- b. To pay actual City costs incurred for plan review and processing, inspection, materials testing, and other engineering services, all of which will be billed and payable monthly with final payment due prior to City's final acceptance of the completed improvements.
- c. To provide the City a bond (EC 7.145 (1)), which includes a one-year warranty period, in an amount sufficient to cover all engineering and construction costs associated with completion of the required public improvements or financial guarantee (EC 7.145 (2)) that equals 125% of the engineering and construction costs associated with completion of the required public improvements.
- d. To pay other charges and levies for public improvements, if required. Other charges may include, but are not limited to:
 - 1. Penalty charges: in the event the property owner fails to make payment when due under this agreement, the property owner will be charged a penalty in the amount of \$25 or ten percent (10%) of the past due amount, whichever is greater. Payment of the penalty shall not constitute a waiver by the City of its other remedies.
 - 2. Interest charges: property owner shall pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date until paid. This sum shall be in addition to the penalty charges.

If the owner fails to uphold the above stated conditions, the City will:

- a. Withhold building permits and connection requests for properties abutting the public improvements; and;
- b. Use the bond or financial guarantee to complete all unfinished public improvements; repair or replace defective public improvements; or recover City costs incurred for engineering services, inspection and testing.

PROPERTY OWNER	CO-OWNER	CITY OF EUGENE
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Property Owner's Signature	Co-Owner's Signature	Signature
Property Owner's Name (print)	Co-Owner's Name (print)	Title
Date	Date	Date
Address	Address	101 E Broadway Suite 400 Eugene, OR 97401
City/State/Zip	City/State/Zip	
Phone Number (Business hours)	Phone Number (Business hours)	

Original to the City of Eugene
 Copies to Owner, co-owner, and
 inspector