



STANDARD FORM F10

COMMITMENT BY OWNER & LANDSCAPE ARCHITECT

Township of Langley

Date: _____

Attn. _____

Re: Proposed Development of _____

This confirms that an agreement has been executed between:

Owner: _____ and

Owner's Landscape Architect: _____

in connection with the above Development and provides for the Landscape Architect to undertake, directly or through sub-consultants, until a Landscape Acceptance Certificate has been issued by the Municipality, to:

1. review existing landscape systems and design requirements, concepts and parameters with the Municipality;
2. review topographic, pick-up and legal surveys and environmental, or other studies that may be necessary for satisfactory design or as required by the Municipality;
3. submit conceptual designs if required by the Municipality;
4. submit detailed design plans and specifications in accordance with municipal bylaws and Neighbourhood Plans to the satisfaction of the Municipality;
5. provide coordinated plans with other consultants, including, but not limited to, Civil and Architectural.
6. provide initial cost estimates and periodic cost estimates of uncompleted work to the Municipality for calculation of security retention;
7. discuss the submissions under 3, 4, 5, and 6 with municipal staff as required by the Municipality;
8. attend pre-construction meeting as required by the Municipality;
9. undertake contract administration services using qualified personnel during construction and the establishment maintenance period including:
 - a) interpretation of plans and specifications;
 - b) periodic field reviews as required by the Subdivision and Development Servicing Bylaw (the Bylaw) to determine if the work substantially complies in all material respects with the approved design and with municipal bylaws and with the requirements of Neighbourhood Plans;
 - c) giving advance notification of field reviews to the Municipality
 - d) review and interpretation of test and field review reports;
 - e) determination, and advising the Municipality, of corrective action required as a result of b) and d);
 - f) keeping a record of site visits and any corrective action taken as a result of e);
 - g) attending construction progress meetings; and
 - h) conducting final field reviews to identify deficiencies;
10. submit monthly summary reports during construction including test and field review reports and review and interpretation;
11. submit bi-monthly summary reports through the Establishment Maintenance Period in the growing season months of April through October (min 4 field reviews/summary reports to be submitted during growing season);
12. submit Field Review Certificates and other certifications required by the Bylaw;
13. conduct field reviews with the Municipality as required, including but not limited to those identified in Schedule C – Construction Requirements and Specifications,
14. submit record drawings and operation and maintenance manuals in the form required by the Municipality;.
15. submit BCSLA Landscape Schedules L and C-L or off-site landscape works.

Reference to the Municipality above includes any person authorized to act on the Municipality's behalf.

If sub-consultants, or others with specialist responsibility, are employed on components of the landscape works, the Landscape Architect will act as the prime consultant for co-coordinating and reviewing overall design, layout and field review and test reports, and for communicating with the Municipality.

The Municipality may request a summary of project's the Owner's Landscape Architect and/or sub-consultants have completed that are similar in scope, nature and value to the Works and Services. The summary must include the names, curriculum vitae and employer of individuals assigned responsibility for various aspects of the work.

The Landscape Architect and each sub-consultant my carry professional liability insurance of \$1,000,000 per claim and commit to continue the insurance throughout construction and the establishment maintenance period.

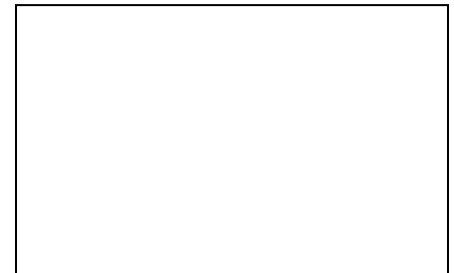
LANDSCAPE ARCHITECT AND HOMEOWNER INTERFACE

The Landscape Architect is to liaise with home owners at time of street tree planting and fencing installation. This will entail; the notification of commencement of work; answer home owner inquiries; and resolve home owner concerns. Modifications to the approved plans may be considered provided they are acceptable to the Township of Langley and satisfy the intent of the Bylaw.

We, the Owner and Landscape Architect both acknowledge our separate responsibilities to each and to notify the Municipality as soon as possible prior to, or, if that is not possible, within one working day, if the Landscape Architect ceases to be retained for all of the duties described or is unable to carry them out. Notification will be in writing delivered to the Municipal office or transmitted by fax.

I, the Landscape Architect, will notify the Municipality as soon as possible prior to, or, if that is not possible, within one working day, of a decision or circumstance that results in a sub-consultant or other specialist ceasing to be retained on this project.

Name of Landscape Architect: _____
Signature of Authorized Representative: _____
Address: _____



Landscape Architect's Seal

I/we the Owner will stop construction as soon as it is safe to do so in the event the Landscape Architect ceases to be retained, or is unable to carry out the described duties, until a new Commitment by Owner and Landscape Architect has been delivered to the Municipality and he has authorized work to recommence. I/we will continue essential maintenance of the site.

I/we, the Owner, understand that the Municipality will rely on the expertise of the Landscape Architect in performing services referred to in this Commitment letter. I/we acknowledge that review and field reviews by staff or others on behalf of the Municipality do not relieve the Owner from complying with the requirements of the bylaws.

Name of Owner: _____
Signature of Authorized Representative: _____
Address: _____
