



STANDARD FORM F9

COMMITMENT BY OWNER AND ENGINEER

Date: _____

Attn. _____

Re: Proposed Development of _____

This confirms that an agreement has been executed between:

Owner: _____ and

Owner's Engineer: _____

in connection with the above Development and provides for the Owner's Engineer to undertake, directly or through sub-consultants, until a Certificate of Acceptance has been issued by the Municipal Engineer of the Township of Langley, to:

1. review existing systems and design requirements, concepts and parameters with the Municipal Engineer;
2. arrange for topographic, pick-up and legal surveys and environmental, geotechnical, hydrogeotechnical, or other studies that may be necessary for satisfactory design or as required by the Municipal Engineer;
3. submit conceptual designs if required by the Municipal Engineer;
4. submit detailed design plans and specifications in accordance with municipal bylaws and the requirements of utility companies and government agencies and to the satisfaction of the Municipal Engineer;
5. provide initial cost estimates and periodic cost estimates of uncompleted work to the Municipal Engineer for calculation of security retention;
6. discuss the submissions under 3, 4 and 5 with municipal staff as required by the Municipal Engineer;
7. attend pre-construction meeting as required by the Municipal Engineer;
8. undertake contract administration services using qualified personnel during construction and the maintenance period including:
 - a) survey control to permit construction layout by contractors;
 - b) interpretation of plans and specifications;
 - c) periodic, or full time, resident field review 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 utility companies and government agencies;
 - d) giving advance notification of field reviews to the Municipal Engineer as required by the Bylaw;
 - e) review and interpretation of test and field review reports;
 - f) determination, and advising the Municipal Engineer, of corrective action required as a result of c) and e);
 - g) keeping a record of site visits and any corrective action taken as a result of f);
 - h) attending construction progress meetings; and
 - i) conducting final field review to identify deficiencies.
9. submit weekly summary reports during construction and the maintenance period including test and field reviews and his review and interpretation thereof all as required by the Municipal Engineer;
10. submit Field Review Certificates and other certifications required by the Bylaw;
11. conduct field reviews with the Municipal Engineer as required;
12. submit record drawings, service record cards and operation and maintenance manuals in the form required by the Municipal engineer.

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

If sub-consultants, or others with specialist responsibility, are employed on components of the work, the Owner's Engineer 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 Municipal Engineer.

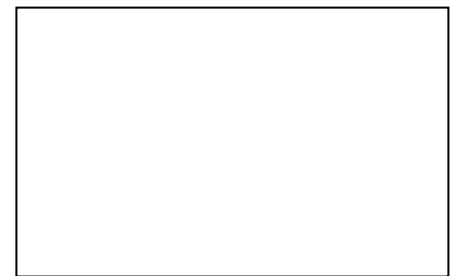
The Municipal Engineer may request a summary of project's the Owner's Engineer and/or sub-consultants have completed that are similar in scope, nature and value to the Works and Services. The summary must include the names, curriculum vitae and employer of individuals assigned responsibility for various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

The Owner's Engineer and each sub-consultant carries professional liability insurance of \$1,000,000 per claim and commits to continue the insurance throughout construction and the maintenance period.

We, the Owner and Owner's Engineer both acknowledge our separate responsibilities to each and to notify the Municipal Engineer as soon as possible prior to, or, if that is not possible, within one working day, if the Owner's Engineer 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 Owner's Engineer, will notify the Municipal Engineer 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 Owner's
Engineer: _____
Signature of Authorized
Representative: _____
Address: _____



Engineer's Seal

I/we the Owner will stop construction as soon as it is safe to do so in the event the Owner's Engineer ceases to be retained, or is unable to carry out the described duties, until a new Commitment by Owner and Engineer has been delivered to the Municipal Engineer 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 Owner's Engineer 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: _____
