
Form F-5 Commitment by Owner and Consulting Engineer

District of Mission

Date: _____

Attention: _____

This confirms that an agreement has been executed between:

Owner _____ and

Owner's Consulting Engineer _____

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

1. review existing systems and design requirements, concepts and parameters with the *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 *Engineer*;
3. submit conceptual designs if required by the *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 *Engineer*;
5. provide initial cost estimates and periodic cost estimates of uncompleted work to the *Engineer* for calculation of security retention;
6. discuss the submissions under 3, 4, and 5 with municipal staff as required by the *Engineer*;
7. attend pre-construction meeting as required by the *Engineer*;
8. undertake contract administration services using qualified personnel during construction and the Warranty Period including:
 - a) survey control to permit construction layout by contractors;
 - b) interpretation of plans and specifications;
 - c) periodic, or full time, resident inspection as required by the Development and Subdivision Control 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 inspections to the *Engineer* as required by the Bylaw;
 - e) review and interpretation of test and inspection reports;
 - f) determination, and advising the *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 inspection to identify deficiencies.
9. submit weekly summary reports during construction and the Warranty Period including test and inspection reports and his review and interpretation thereof all as required by the *Engineer*;
10. submit Inspection Certificates and other certifications required by the Bylaw;
11. conduct inspections with the *Engineer* as required;
12. submit record drawings, service record cards, asset register, and operation and maintenance manuals in the form required by the *Engineer*.

If sub-consultants, or others with specialist responsibility, are employed on components of the work, the Owner's *Consulting Engineer* will act as the prime consultant for co-coordinating and reviewing overall design, layout and inspection and test reports, and for communicating with the *Engineer*.

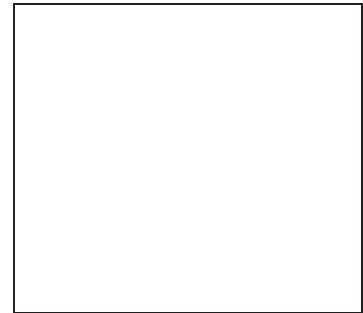
The *Engineer* may request a summary of project's the Owner's *Consulting Engineer* and/or subconsultants have completed that are similar in scope, nature and value to the Works and Services. The summary must include the names, curriculum vitae and employer of individuals assigned responsibility for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

The Owner's *Consulting Engineer* and each sub-consultant carries professional liability insurance of \$1,000,000 per claim with a maximum deductible of \$5,000 and commit to continue the insurance throughout construction and the maintenance period.

We, the Owner and Owner's *Consulting Engineer* both acknowledge our separate responsibilities to each and to notify the *Engineer* as soon as possible prior to, or, if that is not possible, within one working day, if the Owner's *Consulting 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 by email to the *Engineer*.

I, the Owner's *Consulting Engineer*, will notify the *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 *Consulting Engineer*: _____
Signature of Authorized Representative: _____
Address: _____



I/we the Owner will stop construction as soon as it is safe to do so in the event the Owner's *Consulting Engineer* ceases to be retained, or is unable to carry out the described duties, until a new Commitment by Owner and *Consulting Engineer* has been delivered to the *Engineer* and he/she 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 *Consulting Engineer* in performing services referred to in this Commitment letter. I/we acknowledge that review and inspections 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: _____

