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| Letter of Responsibility **To be completed on company letterhead**  Two copies to be submitted to the City |

FOR FUTURE SERVICING AGREEMENT

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Our File: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City File: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City of Surrey

Engineering Department

Development Services Section

14245 – 56 Avenue

Surrey, B.C., V3X 3A2

Attention: Development Services Manager

Dear Sir/Madam:

**Re: Project:**  (the “Project”)

**Location:**

**Developer:** (the “Developer”)

Please be advised that I am the Professional Engineer for this Project and enter into this Letter Agreement (the “Agreement) in consideration of the sum of Ten ($10.00) Dollars now paid by the City of Surrey to me and for other good and valuable consideration, (receipt and sufficiency of which is hereby acknowledged), I hereby agree that:

1. I am the Professional Engineer hired by the Developer to prepare and certify designs including as-constructed drawings and documents; to carry out construction survey, construction field reviews and field coordination; to perform as the Contract Administrator as defined in the Master Municipal Construction Documents for the Project; and I will make complete submissions in accordance with the current process outlined in the City of Surrey Engineering Land Development Customers’ Manual.
2. I will comply with the requirements of the Professional Engineer in the sample Servicing Agreement in the City of Surrey Engineering Land Development Customers’ Manual and engineering services and field reviews will be provided as required and in compliance with the “Duties and Responsibilities of the Professional Engineer – Land Development Projects” prepared by the City of Surrey and attached as Schedule “A”.
3. I am the Professional Engineer responsible for representing the Developer with respect to all technical aspects of the Project to the City of Surrey. I shall obtain all necessary information to full fill the Professional Engineer’s responsibilities to the City of Surrey for the Project.

4. I wish to designate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as my site representative during construction. The site representative will be responsible for carrying out all of the duties on my behalf and under my direct supervision. I understand that delegation of any authority to other individuals will not affect my responsibility and accountability to the City of Surrey for this Agreement.

5. The drawings I submit will be in accordance with but not limited to the sample Servicing Agreement in the City of Surrey Engineering Land Development Customers’ Manual, this Agreement, current City of Surrey by-laws, policies, procedures, the Design Criteria Manual, the Master Municipal Specifications and Standard Detail Drawings, the Standard Construction Documents: General Conditions, Supplementary Specifications and Standard Drawings all as amended from time to time. I will confirm existing as-constructed information prior to finalizing the drawings and the drawings will include notes applicable to the Works and Services.

6. I am responsible for any corrections or changes in the Project drawings that may be necessary by virtue of any errors or omissions and understand that the Development Services Project Manager assigned to this Project will return the Project drawings if they are incomplete. I confirm that the layout in the drawings is in accordance with the current preliminary layout approval issued by the Planning and Development Department ***(delete if not applicable)***.

7. A project detailing package will not be submitted for circulation until all outstanding issues raised at the project scoping site meeting with the Development Services Project Manager have been confirmed in writing by the Professional Engineer as being satisfied.

8. I am covered by professional liability insurance in an amount of not less than One Million ($1,000,000.00) Dollars, insuring my liability for errors and omissions in the performance of my professional services for the Project. This coverage shall be maintained for the period of twenty-four (24) months following completion of the Project. I acknowledge that it is solely my responsibility for obtaining and maintaining policies of insurance in adequate amounts.

9. Notwithstanding the provisions of insurance coverage, I agree to indemnify and save harmless the City of Surrey, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as “Claims”) that the City of Surrey may sustain, incur, suffer or be put to any time either before or after the expiration or termination of this Agreement, that arise out of my errors, omissions, or negligent acts performed for the Project, excepting always that this indemnity does not apply to the extent, if any, to which Claims are caused by errors, omissions or negligent acts of the City of Surrey, its successors, assigns and authorized representatives.

10. I understand and agree that the Developer will transfer all of the Works and Services installed and constructed pursuant to the Project to the City of Surrey and that the City of Surrey is relying on my expertise to design, inspect, certify and commission these Works and Services in accordance with the Servicing Agreement for the Project and this Agreement.

11. I further confirm that I will immediately advise you in writing should my agreement with the Developer be terminated or amended such that I am unable to comply with the provisions herein, and that I will retain a competent Professional Engineer to act on my behalf should I be unavailable to perform my duties during the Project.

**---- *(Letter Agreement to be submitted only upon confirmation that processing fee has been paid****)* **----**

12. I confirm that the Developer has paid the required processing fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**---- (One of the following Para 13 options must be included in this agreement) ----**

***(NO REZONING OR SUBDIVISION APPLICATION)***

13. I, the Profession Engineer, submit the attached project scoping package and confirm there is no rezoning application or preliminary layout approval associated with the Project.

**OR**

***(NO REZONING APPLICATION, PLA ISSUED)***

13. I, the Profession Engineer, submit the attached project scoping package and confirm there is no rezoning application associated with the Project and the preliminary layout approval letter has been issued by the Planning Department.

**OR**

***(NO REZONING APPLICATION, PLA NOT ISSUED)***

13. I, the Profession Engineer, submit the attached project scoping package prior to the issuance of the preliminary layout approval letter by the Planning Department and confirm there is no rezoning application associated with the Project. I have attached the required request from the Developer to start the Project in advance of the preliminary layout approval being issued.

**OR**

***(REZONING AT 2ND READING, PLA NOT ISSUED)***

13. I, the Profession Engineer, submit the attached project scoping package after the rezoning application for the Project has received 1st and 2nd reading by the City of Surrey Council and prior to the issuance of the preliminary layout approval letter by the Planning Department. I have attached the required request from the Developer to start the Project in advance of the Public Hearing and/or the preliminary layout approval being issued.

**OR**

***(REZONING AT 3rd READING & PLA ISSUED)***

13. I, the Profession Engineer, submit the attached project scoping package after the rezoning application for the Project has received 3rd reading by the City of Surrey Council and that the preliminary layout approval letter has been issued.

IN WITNESS WHEREOF, this Letter Agreement has been executed by the respective parties hereto as of the date and year first above written.

SEAL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Signature of Witness )

)

)

Name of Witness (please print) )

) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) *PRINT NAME* , P.ENG.

Address )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Occupation )

**CITY OF SURREY**

by its authorized signatory:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Manager, Engineering

by his Authorized Designate, Sam Lau, P.Eng.

Manager Land Development

c.c. Developer