SCHEDULE “I”

LETTER OF UNDERTAKING BY OWNER AND ENGINEER

Subdivision Agreement

Minimum Requirements Checklist:

City of Kawartha Lakes, Development Engineering Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:

Re:

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 assumption has been issued by the City of Kawartha Lakes, to:

1. Review existing systems and design requirements, concepts and parameters with the City of Kawartha Lakes;
2. Arrange for topographic, pick-up and legal surveys and environmental, geotechnical, hydrogeological, or other studies that may be necessary for satisfactory design or as required by the City of Kawartha Lakes;
3. Submit conceptual designs, including all proposed erosion and sediment controls as required by the City of Kawartha Lakes and all applicable legislation;
4. Submit detailed design plans and specifications in accordance with the Municipal by-laws and the requirements of utility companies and government agencies and to the satisfaction of the City of Kawartha Lakes;
5. Provide cost estimates for all work and new/proposed works and periodic cost estimates of uncompleted work to the City of Kawartha Lakes for calculation of security retention;
6. Discuss the submissions under 3,4 and 5 with Municipal staff as required by the City of Kawartha Lakes;
7. Attend pre-construction meeting as required by the City of Kawartha Lakes;
8. Undertake contract administration services using qualified personnel during construction and the maintenance period including:
   1. Interpretation of plans and specifications
   2. Full time, resident inspection as required by the subdivision agreement to determine if the work substantially complies in all material respects with approved design and with Municipal bylaws and with the requirements of utility companies and government agencies;
   3. Provide specific ongoing inspection, monitoring, and maintenance of the erosion and sediment control measures on site and report all deficiencies, rectify all deficiencies, and record all corrections to the City of Kawartha Lakes, including all works completed by a sub-consultant;
   4. Giving advance notification of inspections to the City of Kawartha Lakes;
   5. Review and interpretation of test and inspection reports;
   6. Determination of communication to the City of Kawartha Lakes of corrective action required as a result of c) and e)
   7. Keeping a record of site visits and any corrective action taken as a result of f);
   8. Attending construction progress meetings;
   9. Conducting final inspections to identify deficiencies;
9. Submit summary reports as requested during construction and the maintenance period including test and inspection reports and their review and interpretation thereof, all as required by the City of Kawartha Lakes
10. Submit inspection certificates, materials testing, underground infrastructure inspections and other certifications required;
11. Conduct inspections with the City of Kawartha Lakes as required;
12. Submit record drawings, service record cards and operations and maintenance manuals in the form required by the City of Kawartha Lakes.
13. Prepare and distribute regular resident notifications and communications regarding the status of the project and ongoing construction activities, with the Owner and Owner’s Engineer contact information, and copy to the City of Kawartha Lakes
14. Act as the point of contact for resident concerns, log and provide timely response to resident’s questions and concerns.

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 inspection and test reports, and for communicating with the City of Kawartha Lakes.

The City of Kawartha Lakes may request a summary of projects 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 $5,000,000 per claim with a maximum deductible of $10,000 and commit 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 City of Kawartha Lakes 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.

I, the Owner’s Engineer, will notify the City of Kawartha Lakes 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, including inspection, until a new commitment by Owner and Engineer has been delivered to the City of Kawartha Lakes and they have 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 professional engineering services referred to in this commitment letter. I/we acknowledge that review and inspections by staff or others on behalf of the City of Kawartha Lakes do not relieve the Owner from complying with the requirements of any municipal by-laws or other relevant legislation.

Name of Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_