



2205 Otter Point Road. Sooke, B.C., V9Z 1J2

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www.sooke.ca

File No. _____

AGREEMENT FOR CONSTRUCTION OF WORKS AND SERVICES

THIS AGREEMENT made the ____ day of _____, 20____.

BETWEEN:

District of Sooke
2205 Otter Point Road
Sooke, British Columbia, V9Z 1J2

(the "District")

OF THE FIRST PART

AND:

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner of, and proposes to subdivide or develop, land located within the District of Sooke and described as:

(legal description of the "Lands");

- B. In order to subdivide or develop the Lands in conformity with the proposed subdivision plan, building site plan or development plan attached as Schedule "A" to this agreement, the Owner is required to construct and install certain works and services as described in Schedule "B" (the "secured works and services") within or in the vicinity of the Lands;
- C. This Owner has requested approval of the subdivision or development of the Lands prior to construction and installation of the works and services and the District has agreed to accept security for completion of the works and services in accordance with this agreement.

NOW THEREFORE pursuant to Section 940 of the *Local Government Act* and in accordance with the *Subdivision and Development Standards Bylaw* and in consideration of the terms of this agreement and the sum of \$10.00 now paid by each party to the other, the District and the Owner agree as follows:

1. The estimated cost of completing the works and services, including construction costs, engineering fees, administrative costs and contingency allowances, is \$ _____
2. The Owner has paid the amount of \$ _____ (the "Security") to the District prior to execution of this agreement as security for the installation and construction of the works and services.
3. If the secured works and services have not been completed within one year from the date of this agreement, the Security shall be forfeited to the District for its use in accordance with the terms of this agreement.
4. If the secured works and services are not completed upon the expiry of one year from the date of this agreement:
 - (a) The District may use the Security only for completion of the secured works and services. Without limitation, the District may employ the Security towards the design and construction of the secured works and services and other facilities necessary for development of the secured works and services.
 - (b) The District may invest the Security in its discretion and any interest on the Security shall be retained by the District and applied towards completion of the secured works and services.
 - (c) The District shall have sole discretion as to the timing and method of the completion of the secured works and services.
 - (d) The District shall have no obligation to the Owner to complete the secured works and services within any particular period of time or at all.
 - (e) For so long as the Owner owns the Lands, the Owner shall permit the District to enter and make use of the Lands without payment or compensation, as may be necessary or convenient for the completion of the secured works and services by the District.
 - (f) If the Security is not sufficient to cover the cost of designing and constructing the secured works and services including the District's administrative costs incurred in completing the secured works and services, the amount of the deficiency shall be a debt of the Owner to the District recoverable in any court of competent jurisdiction.
 - (g) If any portion of the Security remains unused after completion of the secured works and services and the expiry of a one-year period during which the District may use the Security to remedy any defects in the work and services, such unused portion shall be returned to the Owner.

- (h) The Owner shall deliver to the District and transfer to the District all of the Owner's interest in and title to all plans, designs and construction specifications for the secured works and services, and agrees that any failure of the Owner to complete the works and services within the time specified in this agreement shall operate as a quit claim in favour of the District of all the Owner's title to and interest in all materials and supplies that have been purchased for the construction of the secured works and services, whether or not they are on the site of the works and services or have been incorporated into the works and services.
5. The Owner shall not represent to any person that the District is obligated to complete the secured works and services within any particular period of time or at all.
 6. If the secured works and services are completed within one year of the date of this agreement, as evidenced by the certification of the professional engineer who has designed and overseen the construction of the secured works and services, which certification must include the engineer's opinion on the cost of any excess or extended services component of the secured works and services for the purpose of section 8, the Security shall be returned to the owner, with any accrued interest.
 7. If the secured works and services are partially completed upon the expiry of one year from the date of this agreement, the District may retain a portion of the Security equivalent to the proportion of the secured works and services not completed, as estimated by the Municipal Engineer, and the terms of this agreement apply to the retained portion.
 8. If any part of the secured works and services constitute "excess or extended services" as defined in s. 939 of the *Local Government Act* and the District requires the Owner to pay the cost of the excess or extended services, the parties agree that at the time the Owner's Professional Engineer has certified the completion of the secured works and services, the Owner may request the District to enter into a further agreement dealing with the imposition of latecomer charges in respect of the excess or extended services. Such agreement will:
 - (a) identify the cost of the excess or extended services, which the Owner acknowledges is within the sole discretion of the District under s. 939(5)(a) of the *Local Government Act* and in the determination of which the District acknowledges it must take into consideration any opinion given by the Owner's professional engineer under section 6;
 - (b) identify properties in the vicinity of the Lands that benefit from the works and services and the extent to which each property so benefits, which determination the Owner acknowledges is also within the sole discretion of the District; and

(c) identify the amount of the latecomer charge that will be imposed on persons connecting to the services during the term of the agreement, which may not exceed fifteen years, based on the District's estimate of the number of connections likely to be made in respect of the benefiting properties over the term of the agreement.

EXECUTED on behalf of the District and the Owner this day of _____, 20 .

THE CORPORATE SEAL of the)
DISTRICT OF SOOKE was)
hereunto affixed in the)
presence of:)
_____)
Mayor)
_____)
CAO)

c/s

SIGNED, SEALED AND DELIVERED)
in the presence of:)

_____)
_____)
WITNESS)
_____)
ADDRESS)
_____)
OCCUPATION)

OWNER
Print Name:

OWNER
Print Name:

SCHEDULE A

Proposed Subdivision Plan, Building Site or Development Plan

**SCHEDULE B – SECURED WORKS AND SERVICES
SUBDIVISION/DEVELOPMENT SECURITY REQUIREMENT**

Re: Proposed Subdivision/Development of _____
(legal description)

Applicant: _____

I certify that the completed works and services supplied and installed for the above-noted subdivision /development meet the District of Sooke bylaw requirements and “accepted for construction” drawings.

WORK ITEM A	TOTAL COST ITEM B	% of WORKS COMPLETED ITEM C	% OF WORKS NOT COMPLETED D = (100 – C)	VALUE OF WORKS NOT COMPLETED (D x B)
Roadwork				
Storm Drain				
Sanitary Sewer				
Water				
Miscellaneous				
SUB-TOTAL				\$
Plus Applicable Taxes				
Plus Actual Engineering (includes sub consultants and legal survey)				
Plus 10% Administration Cost				\$
TOTAL SECURITY REQUIRED				\$

LIST OF ATTACHMENTS
<ul style="list-style-type: none"> Sealed Cost Estimate of Remaining Works and Services

Date: _____

Prepared by: _____

Certified by: _____
(Professional Engineer)

Engineer’s Seal

COST ESTIMATE OF REMAINING WORKS

Project Name:	File No:
Applicant:	Date:
Project Description:	Prepared By:

DIRECT CONSTRUCTION COSTS

Description	Quantity	Remaining Works	Unit	Unit Cost	Amount	Total
Roadwork						
Sub-total						
Storm Drain						
Sub-total						
Sanitary Sewer						
Sub-total						
Water Infrastructure						
Sub-total						
Miscellaneous						
Sub-total						
Sub-total						
TOTAL OF THE DIRECT CONSTRUCTION COSTS						