

# Engineering & Servicing Protocol Rev 4 – June 2022

## INTRODUCTION

All civil services located within the property line on səmiqʷəʔelə are currently owned and operated by BC Housing. The only exceptions are services that run through the site and are specifically identified by registered Right Of Way, most notably in favour of Metro Vancouver.

This **səmiqʷəʔelə - Engineering & Servicing Protocol** (the “Servicing Protocol”) serves to outline process and submission protocol to BC Housing regarding civil services, including but not limited to water, storm, sanitary, hydro, roads & street lighting, and gas.

This **səmiqʷəʔelə - Engineering & Servicing Protocol** is intended to supplement and provide design review and approvals that might not otherwise be under the purview of the City of Coquitlam; and to review and require the provision of Works & Services in respect to the lease or specified use of a portion or portions of səmiqʷəʔelə.

The intent is that all new design and development work shall fully understand and appreciate the unique ownership of services at səmiqʷəʔelə. In conjunction with this Servicing Protocol, applicants should be referencing the **səmiqʷəʔelə – Tree and Plant Protection Specification**, and make every possible effort to protect, retain, and incorporate existing trees into new design including consideration for accessing and routing of services.

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**Reference Documents**

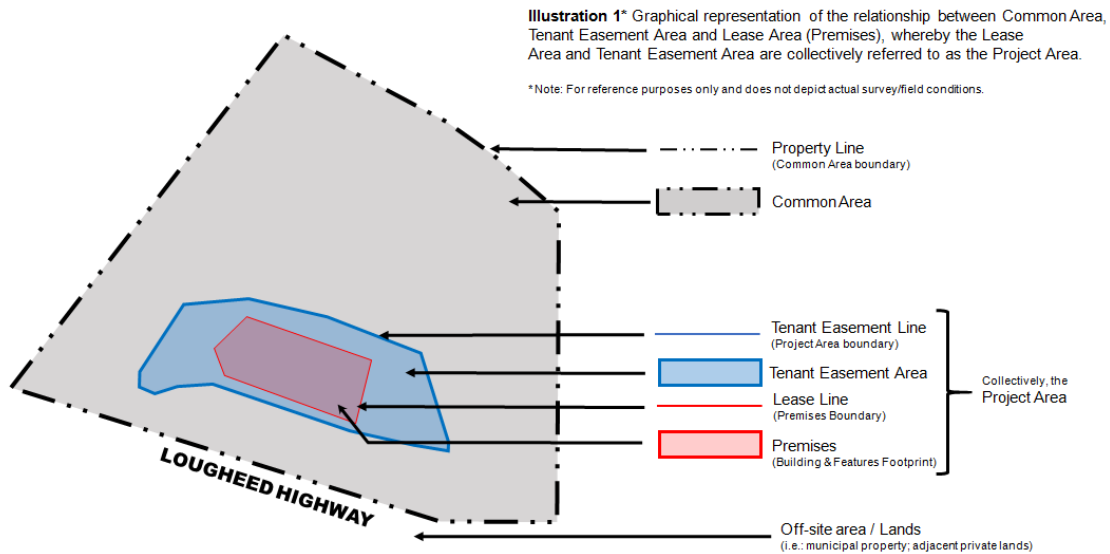
These documents and any amendments or updates thereto issued from time to time will serve as design references to this Servicing Protocol:

- City of Coquitlam’s Subdivision and Development Servicing Bylaw No. 3558, 2003
- Master Municipal Construction Documents (MMCD)
- City of Coquitlam’s Supplementary Specifications, Master Municipal Construction Documents, March 2016
- City of Coquitlam’s Stormwater Management Policy and Design Manual

## 1. DEFINITIONS

- **“AGREEMENT”** means **SERVICE AGREEMENT**, see below.
- **“BC HOUSING ENGINEERING REPRESENTATIVE”** means a professional engineer registered in the Province of British Columbia, a Consulting Engineer, experienced in municipal engineering and land development, to undertake the design review and compliance relative to the Servicing Protocol and is retained by BC Housing.
- **“DEVELOPER”** means any person, company or corporation, group, tenant, Developer, Developer/Contractor, Contractor or similar entity that is active or is performing work at səmiqʷəʔelə.
- **“CITY”** means the City of Coquitlam.
- **“CONSULTING ENGINEER”** means a Professional Engineer, who shall be registered with the Association of Professional Engineers and Geoscientists of British Columbia and retained by the Developer.
- **“CONTRACTOR”** means **DEVELOPER**, see above.
- **“COMMON AREA”** means any area outside the Project Area boundary, but within the property line of səmiqʷəʔelə, under the ownership of BC Housing.
- **“DESIGN BRIEF & DETAILED DESIGN DRAWINGS (DDD)”** means as application package that includes an overview of the design concept, budget, and scope and includes detailed civil engineering design drawings.
- **“HIGHWAY”** means a street, road, lane, walkway, trail, bridge, viaduct, and any other way open to public, private or common use.
- **“INSPECTION & ADMINISTRATION FEES”** means fees associated with BC Housing’s cost to administer, inspect & process a Developer’s submission (DDD). The submission is payable prior to the execution of a Service Agreement by BC Housing. See Item 24 of Section 9 – səmiqʷəʔelə Service Agreement.
- **“PRE-APPLICATION MEETING”** means a meeting between the Developer and the BC Housing Engineering Representative prior to the submission of a Design Brief & Detailed Design Drawings (DDD)
- **“PROJECT AREA”** means the area mutually identified by BC Housing and the Developer on which the Developer intends to construct any Works & Services within səmiqʷəʔelə as described in the Lease Agreement. The Project Area is to be formally identified by way of land survey completed by a registered British Columbia Land Surveyor. This survey shall be appended to the Service Agreement as Appendix D.

Illustration 1 is a graphical representation of a possible relationship between Common Area, Tenant Easement Area and Premises (Lease Area), whereby, in this example, the Premises and Tenant Easement Area are collectively referred to as the Project Area.



- **“SECURITY DEPOSIT”** means a performance bond in the form of cash or Letter of Credit in the amount of 120% of the Cost Estimate of the Works & Services. See Items 19 thru 22 of Section 9 – səmiqʷəʔelə Service Agreement.
- **“səmiqʷəʔelə”** means all of the property legally described as:  
 Civic Address: 2601 Lougheed Highway, Coquitlam, BC V3C 4J2  
 Legal Description: Lot 1, District Lot 470 & 305, Group 1, NWD Plan LMP22802  
 PID: 023-052-716
- **“SERVICE AGREEMENT”** means an agreement between a Developer and BC Housing that defines scope, schedule, budget, insurance, security and performance expectations for Works & Services on səmiqʷəʔelə.
- **“SERVICING PROTOCOL”** means the səmiqʷəʔelə - Engineering & Servicing Protocol.
- **“SUBSTANTIAL COMPLETION”** generally means the stage in the progress of the installation of the Works & Services when the Works & Services or designated portion thereof is sufficiently complete in accordance with the contract documents so that the Works & Services, or portion thereof can be used for its intended purpose. Specifically, the terms and conditions of Substantial Completion will follow MMCD. See Item 12 of Section 9 – səmiqʷəʔelə Service Agreement.

- **“WORKS & SERVICES”** means Highway, sidewalk, boulevard, boulevard crossing, transit bay, street lighting, underground wiring, water distribution systems, sewage collective systems, sewage disposal systems, drainage collection systems, drainage disposal systems and hydro or power related systems within the Project Area. For the purposes of this Servicing Protocol, Works & Services includes any connections to Highway or service mains that exist in Common Area(s).

## 2. PROHOBITION

No person shall construct Works & Services on səmiqʷəʔelə contrary to the provision of this Servicing Protocol.

## 3. AUTHORIZATION FOR ENTRY

All employees and appointees of BC Housing, including the BC Housing Engineering Representative are authorized to enter, at all reasonable times, upon any portion of a Project Area to ascertain the requirements of this Servicing Protocol and to ensure that requirements are being met.

## 4. RESPONSIBILITY FOR DESIGN & CONSTRUCTION

- 4.1 The Developer will be responsible for undertaking and bearing the costs of all design, inspection, testing, construction and installation of Works & Services required under this Servicing Protocol.
- 4.2 The Developer must retain a Consulting Engineer, experienced in municipal engineering and land development, to undertake the design, inspection, testing and record keeping for the Works & Services, and all plans of Works & Services are to be signed and sealed by a Consulting Engineer for approval and acceptance by the BC Housing Engineering Representative. The Consulting Engineer is responsible for the design, and the BC Housing Engineering Representative approval of the design and drawings does not confirm their accuracy, and BC Housing nor the BC Housing Engineering Representative is responsible for costs or damages incurred due to errors, omissions or deficiencies in design.
- 4.3 BC Housing will manipulate valves and hydrants and control pumps on existing BC Housing systems, and the Developer or the Developer’s contractor must not do such work unless BC Housing’s Director of Operations provides written permission.

## 5. WORK ON A PROJECT AREA

No construction or installation of the Works & Services of any kind may be undertaken on a Project Area by a Developer or their representatives until such time that BC Housing has provided acceptance and approval of the Works & Services under this Servicing Protocol and

the City of Coquitlam has issued any applicable municipal regulatory approvals (i.e.: Building Permit).

## **6. TRAFFIC CONTROL & SIGNAGE**

Traffic control measures and signage thereto for the duration of the installation of the Works & Services will be installed by the Developer at the Developer's expense on Common Area(s) approved by BC Housing. For traffic control measures on City owned land, the Developer is to comply with applicable requirements from the City of Coquitlam.

## **7. PRE-EXISTING EASEMENTS AND RIGHTS-OF-WAY**

If Works & Services are required in accordance with this Servicing Protocol or as a result of any municipal requirement, and will cross an already established easement or other right-of-way, the Developer, at their own expense before permission to proceed with construction is granted by BC Housing or the BC Housing Engineering Representative shall obtain any amendments necessary to permit the construction, reconstruction, inspection, operation repair, maintenance and use of the Works & Services under conditions acceptable to the BC Housing and the BC Housing Engineering Representative. This may include prior approvals/acceptance from registered owner's of subject right-of-ways that are not under the control of BC Housing.

## **8. WORKS & SERVICES APPROVAL PROCESS**

### **STEP 1: Pre-Application Meeting**

If Works & Services are required within a Project Area on səmiqʷəʔelə, a Service Agreement will be required. Developers must attend a Pre-Application Meeting with the BC Housing Engineering Representative to review the application process. To schedule a Pre-Application Meeting, Developers should contact:

Aplin & Martin Consultant's Ltd.  
Attn: Andrew Baker  
#201-12448 82<sup>nd</sup> Avenue  
Surrey BC V3W 3E9  
Tel: (604)597-9058

### **STEP 2: Application Review & Revisions**

Developers are required to submit a Design Brief and Detailed Design Drawings (DDD's) from a certified Consulting Engineer for review. Once the drawings are reviewed, they may be accepted or returned to the Consulting Engineer for revisions.

BC Housing may be required to undertake computer water or wastewater modeling to confirm offsite services and capacities. The Developer is responsible for covering all associated costs.

Service Agreements will be declined if the width of access routes do not meet the City of Coquitlam's standards for police and fire protection requirements, or the access routes are not sufficient for practical and reasonable access to the site. Refer to the City of Coquitlam's policies for approval of a Bare Land Strata for details on access road requirements.

BC Housing, or the BC Housing Engineering Representative may seek the advice of the City of Coquitlam's Fire Department in determining the adequacy of access routes and may require more rigorous standards than set out above and may also require signage to regulate the parking of vehicles on access routes.

### **STEP 3: Service Agreement Issuance**

The Developer must provide a probable cost of services based on the agreed work (the "Cost Estimate"). The Cost Estimate is provided to calculate the amount of the Security Deposit required and applicable Inspection & Administration Fees. The Developer must also provide a final PDF (portable document format) version of the drawings, and payment for any outstanding service modeling costs that may have been undertaken on their behalf by BC Housing.

Once the above noted items have been received, including the Cost Estimate, the BC Housing Engineering Representative will send a Service Agreement to the Developer requesting the following deliverables before final issuance:

- Certificate of Insurance for Developer's liability insurance naming BC Housing and the Provincial Rental Housing Corporation as co-insured;
- Inspection & Administration Fee; and
- Security Deposit for 120% of estimated value of Works & Services.

A fully executed Service Agreement will be sent to the Developer in addition to deposit/fee receipts and a Pre-Construction Meeting request.

### **STEP 4: Pre-Construction Meeting**

At this meeting, the Service Agreement will be reviewed by the Developer and BC Housing Engineering Representative.

The Developer will be required to provide:

- Work Safe BC Clearance Letter;
- Traffic Management Plan;
- Contractor Insurance; and
- Work schedules and Contractor contact details.

If all requirements are met, then BC Housing will issue a Permission to Construct notice.

**STEP 5: Security Funds Returned**

The Developer, or their Consulting Engineer, may request a reduction of the Security Deposit at regular intervals during a development project. The maximum reduction is 90% of the Security Deposit prior to the start of the warranty period, (i.e. Substantial Completion).

**STEP 6: Substantial Completion & Warranty Period**

Once the majority of the Works & Services are complete, the Developer, or their Consulting Engineer, may request Substantial Completion. The following items must be submitted before Substantial Completion is considered:

- Detailed summary of all Works & Services claimed to be complete; and
- Electronic Computer Aided Design (CAD) as-built drawings.

The BC Housing Engineering Representative may conduct a site visit(s) to qualify Substantial Completion. If deficiencies are found, the Developer’s Consulting Engineer is required to resubmit estimated value of completed work following completion of identified deficiencies. Once Substantial Completion is approved, the Developer is issued a Certificate of Substantial Completion and the 12-month warranty period commences.

**STEP 7: Final Inspection & Cash Deposit Returned**

One month prior to the expiration of the 12-month warranty period, the BC Housing Engineering Representative will conduct a Final Acceptance Inspection with the Developer’s Consulting Engineer and forward any deficiencies to the Developer. Once all of the deficiencies are completed within a reasonable time and there are no outstanding payments, all Security Deposits are refunded to the Developer and the Works & Services is turned over to the BC Housing for maintenance.

**Documentation Control:**

Revision	3
Date for Reference	October 5, 2018

**AUTHORED BY:**

- Director, Land Development & Lands Administration – səmiqʷəʔelə/Riverview – BC Housing
- BC Housing Civil Engineering Representative – Aplin & Martin

**REVIEWED BY:**

- Executive Director, Real Estate Services & Portfolio Renewal – BC Housing



**9. səmiqʷəʔelə SERVICE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**BETWEEN:**

BC HOUSING MANAGEMENT COMMISSION, having its Head Office located at Suite 1701 - 4555 Kingsway, Burnaby, BC, V5H 4V8

(herein called BC Housing) **OF THE FIRST PART**

**AND:**

Corporate Name	
Address	

(herein called the Developer) **OF THE SECOND PART**

**WHEREAS:**

A. The Provincial Rental Housing Corporation (PRHC) is the registered Owner of the 244 acre səmiqʷəʔelə, located in the City of Coquitlam, British Columbia, and legally described below:

Civic Address: 2601 Lougheed Highway, Coquitlam, BC V3C 4J2

Legal Description: Lot 1, DL 170 & 305, Group 1, NWD Plan LMP 22802

PID: 023.052.716

B. PRHC is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds and disposes of properties, and leases properties to non-profit societies, co-operatives and other government agencies.

C. When BC Housing enters into an agreement on its own behalf it is also acting as agent for PRHC. All terms and conditions of an agreement are for the benefit of both BC Housing and PRHC and may be enforced against the other party (ies) to this agreement in the name of BC Housing or PRHC or both.

D. The Developer desires to develop the portion of səmiqʷəʔelə described herein as the Project Area per the survey plan provided as an attachment to this agreement in Appendix D (herein called the "Project Area").

E. BC Housing has agreed to the development of the Project Area subject to the terms and conditions contained in this Agreement and the posting with BC Housing of the Security Deposit described herein.

F. The Developer is seeking approval prior to the construction and installation of the Works & Services in their entirety and is agreeable to entering into this Agreement and the Developer will deposit the Security Deposit specified by this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises, covenants and agreement hereafter set forth, the parties hereto covenant, agree, represent and promise as follows:

**APPENDICES**

1. The following Appendices form part of this Agreement:
  - a) Appendix "A" - A list of the Works & Services and the Developer's Cost Estimate of the expected construction costs.
  - b) Appendix "B" - Construction drawings to be used for the construction of the Works & Services.
  - c) Appendix "C" - A copy of the Building Permit application submitted to the City of Coquitlam; and
  - d) Appendix "D" – A copy of the BCLS survey plan indicating the Project Area within səmiqʷəʔelə.

**DEVELOPER TO DO WORK**

2. The Developer covenants and agrees to construct, install and provide all the Works & Services listed and shown on Appendices A and B hereto, as accepted by BC Housing, and in accordance with the of the City of Coquitlam's Subdivision and Development Servicing Bylaw No. 3558, 2003 Schedule A Design Criteria.

Upon request of BC Housing, the Developer shall make, do and execute, or cause or procure to be made, done and execute all such further acts, deeds, lease agreements, easements, covenants, and assurances in favour of BC Housing as are required for the more effectual carrying out of this Agreement.

**TRANSFER OF INTEREST IN WORKS**

3. The Developer covenants and agrees with BC Housing to assign, transfer and convey to BC Housing all of its right, title and interest in the Works & Services on any and all of the Project Area, upon the completion of the Works & Services, as witnessed by the issuance of a Certificate of Substantial Completion.

**PERMISSION TO DO WORK**

4. BC Housing covenants and agrees to permit the Developer to construct the Works & Services, on the terms and conditions herein, and in the manner required by and at the places specified in the Plans and Specifications in Appendix B.

**CHANGES TO REFERENCE DOCUMENTS**

5. The Developer covenants and agrees to comply with any changes in standards specified in any of the following documents prior to the commencement upon the Project Area of the Works & Services contemplated by this Agreement:

- City of Coquitlam's Subdivision and Development Servicing Bylaw No. 3558, 2003 Schedule A
- Master Municipal Construction Documents (MMCD)
- City of Coquitlam's Supplementary Specifications, Master Municipal Construction Documents, March 2016
- City of Coquitlam's Stormwater Management Policy and Design Manual

**START OF WORK**

6. The Developer covenants and agrees not to commence the Works & Services until BC Housing provides the Developer with written permission to proceed with construction.

**COMPLETION TO DO WORK**

7. The Developer shall complete the construction of the Works & Services, specified in Appendices "A" and "B" to the satisfaction of BC Housing within one (1) year from the date of this Agreement.

BC Housing, at its sole discretion which may not be unreasonably withheld, may extend the (1) year delivery requirement of the Works & Services, subject to an application and provision of rationale from the Developer.

**DESIGN**

8. The Developer covenants and agrees that all works required herein shall be designed by a Professional Engineer, who shall be registered with the Association of Professional Engineers and Geoscientists of British Columbia and retained by the Developer. Plans and specifications of Works and Services shall be prepared by or under the direct supervision of the said Professional Engineer and all plans shall bear his professional seal and signature.

**INSPECTION**

9. The Developer covenants and agrees to retain a Professional Engineer during the construction period for the purpose of inspection to ensure compliance with the approved design and to provide certification of the as-built records.

**ENGINEERING DRAWINGS**

10. The Developer covenants and agrees that the intent of this Agreement is that the Developer shall construct fully completed Works & Services, as shown in the following plans and specifications prepared by:

\_\_\_\_\_

Under drawing numbers:

\_\_\_\_\_

And as reviewed for the purposes of this agreement by BC Housing on the:

\_\_\_\_\_

**DESIGN CHANGES**

11. BC Housing may alter the plans because of conditions affecting any of səmiqʷəʔelə so that the works function and operate in a manner satisfactory to BC Housing. Should the works, as provided herein, prove to be in any way defective or should then not operate to the satisfaction of BC Housing, then the Developer shall, at his own expense, modify and reconstruct the works so that the works shall be fully operative and function to the satisfaction of BC Housing.

**SUBSTANTIAL COMPLETION**

12. A Certificate of Substantial Completion shall be provided by BC Housing’s Engineering Representative on the completion of the construction listing all the deficiencies. This letter of Substantial Completion shall not be construed as acceptance of the Works & Services. Substantial Completion is defined by MMCD.

**“AS-BUILT”  
SUBMISSION**

13. The Developer covenants and agrees to submit to BC Housing the final “As-Built” drawings and records of construction, and test results, as accepted by BC Housing prior to issuing a Certificate of Substantial Completion.

**MAINTENANCE  
PERIOD AND  
RESPONSIBILITY**

14. The Developer covenants and agrees to maintain every part of the Works & Services in good order and in complete repair for a period of one (1) years from the date shown on the Certificate of Substantial Completion.

Should the Developer fail to maintain the Works, then BC Housing, at its option, after giving the Developer seven (7) days written notice (emergencies excepted), may do so, and the whole costs, charges and expenses so incurred by BC Housing will be payable by the Developer, as provided for herein. The decision of BC Housing will be final with respect to the necessity for repairs, or the adequacy of any work done.

**CERTIFICATE OF  
ACCEPTANCE**

15. BC Housing covenants and agrees that upon satisfactory completion by the Developer of all the covenants and conditions in this Agreement, including the maintenance of the Works & Services in complete repair for a period of one (1) year, to provide the Developer with a Final Acceptance Certificate of the Works & Services, signed by BC Housing’s Engineering Representative. Notice of Acceptance of the Works & Services will be issued by BC Housing when all the deficiencies have been corrected, as-built drawings and service record cards received, and the maintenance period outlined herein has expired. The maintenance and repair of all such Works & Services remain the responsibility of the Developer until the Final Acceptance Certificate for the Works & Services has been issued.

**DEVELOPER  
INDEMNIFIES BC  
HOUSING**

16. The Developer covenants and agrees to save harmless and effectually indemnify BC Housing against:
- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works & Services provided by the Developer.
  - b) All expenses and cost which may be incurred by reason of the construction, installation, maintenance or repair of the Works & Services resulting in damage to any property owned in whole or part by BC Housing.
  - c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers Compensation, Unemployment insurance, Federal or Provincial tax, or encroachments owing to mistakes in survey.
  - d) All expenses and costs which may be incurred by BC Housing as a result of faulty workmanship and defective material in any of the Works & Services installed by the Developer.

**INSURANCE BY  
DEVELOPER**

17. The Developer will at its sole expense throughout the term of this Agreement until BC Housing has accepted the Works & Services under clause 15 carry Comprehensive Liability Insurance acceptable to BC Housing in the amount of at least Five Million Dollars (\$5,000,000) with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligation under clause 16 a, b, c and d.

**INSURANCE  
COVERAGE**

18. The Developer covenants and agrees to provide the following insurance coverage, and to provide BC Housing with a copy of the insurance policy prior to the commencement of any construction of the Works & Services:

- a) To protect the Developer and BC Housing against all claims arising out of:
- Death or injury to persons; and
  - Damage to or loss of, any property of third persons, including without limiting the foregoing the following classes of property; Real property, chattels, land, works, buildings, structures, wires, boilers and pressure vessels, conduits, pipes, mains, shafts, sewers, tunnels, and apparatus in connection therewith, even when the damage or loss of use is caused by vibration, moving, shoring, underpinning, raising, rebuilding or demolition of any building, structure or support, or by excavation, tunneling or other work below the surface of the ground or water; and
  - Damage to or loss of all building, structures, stores, equipment and materials included in or required to the carrying out of the Works;
- b) Every policy of insurance required will:
- Name BC Housing and PRHC and its Agents or Contracted Employees as additional insured; and
  - State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
  - State that the policy cannot be cancelled, lapsed or materially changed without at least thirty (30) days written notice to BC Housing.

Neither the provision of insurance by the Developer to BC Housing in accordance with this section 18, nor the insolvency, bankruptcy or failure of any insurance company to pay any claim accruing, shall be held to waive any provisions with respect to the liability of the Developer.

**SECURITY DEPOSIT**

19. As security for the due performance of all of the covenants and promises contained in this Agreement, the Developer has concurrently with the execution of this Agreement deposited 120% of the estimated cost of the Works and Services, in the amount of

\$ \_\_\_\_\_ .

as determined by the cost estimates and as attached as Appendix A, in the form of cash or a Letter of Credit acceptable to BC Housing (herein called the Security Deposit).

**FORFEIT OF SECURITY DEPOSIT**

20. In the event that the Developer fails to construct and install the Works & Services prescribed herein within the time specified in Clause 7, the said Security Deposit will be forfeited to BC Housing.

The Developer shall be deemed to be in default of this Agreement if the Developer files a voluntary petition of bankruptcy, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution or similar under any enactment respecting bankruptcy, insolvency or other relief for debtors.



**USE OF SECURITY  
DEPOSIT**

21. If the Developer is in default of any of its obligation in respect to the construct and installation or maintenance of the Works & Services or any portion thereof, BC Housing may cash the Security Deposit to secure completion or maintenance of all or a portion of the Works & Services in compliance with the terms of this Agreement and any payment obligations of the Developer in respect of the Works & Services that remain unpaid including the discharge of any builders' liens, and such monies shall be applied to remedy the default and complete all or any portion of the Works & Services and to satisfy the Developers warranties in respect of same in place and stead of the Developer and ensure compliance with the terms of this Agreement.

In addition, BC Housing may cash, retain and use the Security Deposit to remedy any emergency condition which, in the sole opinion of BC Housing, is associated with, arises from or is a result of the Works and Services and requires expedient action.

Despite the foregoing, BC Housing may cash, retain or use the Security Deposit to pay, settle or compromise any claim against BC Housing for which the Developer indemnified BC Housing pursuant to Clause 16. If the proceeds from the Security Deposit is not sufficient to pay all costs and expenses incurred by BC Housing in completing or maintaining all or a portion of the Works & Services including BC Housing's normal overhead charges and satisfying the warranties thereof, curing other default by the Developer, or satisfying any amounts owing to BC Housing pursuant to Clause 16 the Developer shall forthwith pay to BC Housing the difference upon receipt from BC Housing of invoices for the same together with all interest thereon at the commercial prime rate of interest plus two percent from the date of receipt by the Developer of the invoices for the same and continuing until payment in full.

**RELEASE OF SECURITY DEPOSIT, MAINTENANCE HOLDBACK**

22. If BC Housing is of the opinion that the Works & Services or any portion thereof have been adequately completed and the Developer’s covenants performed in compliance with this Agreement, and if there is no litigation pending by any third party against BC Housing as a result of, or arising from, the construction of the Works & Services, BC Housing shall return all, or any portion of the Security Deposit to the Developer at such times and in such amounts but in no case shall be more frequently than once per month, provided that BC Housing will retain an amount equal to 10% of any released funds for a total of 10% of the total Security Deposit at the completion of the project to secure the performance of the maintenance required of the Developer (herein called the Maintenance Holdback).

**RELEASE OF MAINTENANCE HOLDBACK**

23. Upon expiration of the maintenance period outlined in Clause 15 and provided that BC Housing is satisfied that the Developer has complied with the covenants contained in this Agreement and if there is no litigation pending by any third party against BC Housing as a result of, or arising from, the construction of the Works & Services, BC Housing shall return the Maintenance Holdback to the Developer and thereafter the Developer’s responsibility for the Works & Services shall cease.

**INSPECTION & ADMINISTRATION FEE**

24. The Developer covenants and agrees to pay to BC Housing an Inspection and Administration non-refundable fee in the amount of:

\$ \_\_\_\_\_ .

to cover BC Housing’s administration, inspection and processing costs. This fee is payable prior to the execution of this Agreement by BC Housing and shall be calculated using a summation of the following and relative to the Security Deposit amount and in no case shall be less than \$2,500:

Estimated Construction Cost	Fee
First \$100,000	5%
Next \$150,000	4.5%
Next \$250,000	4.25%
Next \$500,000	3.75%
Remainder	3.5%

**NO OTHER REPRESENTATIONS**

25. It is understood and agreed that BC Housing has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this Agreement.

**NO WAIVER**

26. The Developer covenants and agrees that nothing contained or implied herein shall prejudice or affect the rights and powers of BC Housing in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the said Project Area as if the Agreement had not been executed and delivered by the Developer.

**SOLE COST**

27. Every obligation of the Developer under this Agreement shall be performed by the Developer at its sole cost.

**THIS CONTRACT** shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

**IN WITNESS WHERE OF** the parties hereto have executed this contract the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

BC Housing Management Corporation

\_\_\_\_\_

\_\_\_\_\_

# Appendix A

## Estimated Construction Costs

# Appendix B

# Construction Drawings

# Appendix C

## City of Coquitlam

### Building Permit Application

# Appendix D

## BCLS Survey of Project Area (the “Project Area”)