

May 11, 2021

Our File: 20-1030

Miracle Valley Estates Ltd

Dear Sir/Madam:

**Re: Fee Proposal for Professional Consulting Services for the Development of the Property located on Seux Road, Durieu, Fraser Valley Regional District, BC**

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Aplin Martin is pleased to provide you with the following proposal for professional consulting services for the above noted project. This proposal is based on the information provided by the Client, Regional District policies and bylaws, previous experience on similar projects and our extensive knowledge of the land development process throughout British Columbia.

Aplin Martin is Organizational Quality Management (OQM) certified in the province of British Columbia. The OQM program is a voluntary program designed by Engineers and Geoscientists British Columbia aimed at improving the quality management of professional engineering and geoscience practices at the individual and organizational level.

## **PROJECT UNDERSTANDING**

The subject site, located in a small community called Durieu is in Electoral District F within the Fraser Valley Regional District. We understand that the Client wishes to subdivide the property into 1-hectare parcels. With the 1-hectare minimum parcel size permitted under the current RS-2 (Residential Suburban-2) zoning, rezoning is not required. Also, the parcel does not require an Official Community Plan amendment from its current Suburban Residential land use designation.

Aplin Martin will be responsible for providing and coordinating the technical analyses and managing the application approval process.

Based on our experience, the development process typically can be divided into the following stages:

- |             |  |
|-------------|--|
| Preliminary | Feasibility Study  |
| Stage I     | Pre-Application Review, Development Proposal preparation, Preliminary Engineering and Application processing up to 3rd Reading |
| Stage II    | Servicing Agreement (Fire Protection) and Final Approval, Building Permit Submission, Tendering, and Construction Documents    |
| Stage III   | Construction Administration and Post Construction Services   |

This proposal outlines the scope of work for Stage I only. Fees will be provided for subsequent stages after the completion of the previous stage to ensure an accurate estimate of the time and effort required.

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## SITE DETAILS

**Total Property Area:** 17.66 hectares / 43.64 acres

**Existing Zoning Bylaw:** RS-2 – Rural Residential

**Existing Area Plan/Designation:** Suburban Residential

**Tree Cover:** Heavily treed

**Other Considerations:**

- Agricultural Land Reserve adjacent to south property line; within a floodplain and interface fire hazard area (NE corner of the subject site)
- There is a creek on the neighbouring site to the east, that is close to the south east corner of the site

## APPROVAL REQUIREMENTS

Fraser Valley Regional District – Development Permit 1-F – Geologic and Streams

Fraser Valley Regional District – Development Permit 2-F – Riparian Areas

Fraser Valley Regional District – Subdivision

Fraser Valley Regional District – Building Permit

## STAGE I: APPLICATION PROCESSING TO ISSUANCE OF PRELIMINARY LAYOUT APPROVAL PLA/3RD READING

This stage of development outlines the work needed to submit, design and process a development application to 3rd Reading/ issuance of the Preliminary Layout Approval (PLA).

### PROJECT MANAGEMENT

A comprehensive level of project management will be provided to ensure that every effort is made to attain the project critical path schedule, including discussions and instructions to all related parties regarding the project.

- Review and discuss the proposal with Regional District Staff in a pre-application meeting and confirm technical planning requirements. This also allows us to gauge Surrey's support of the proposed layout;
- Coordinate Design Concept Plan;
- Coordinate the Project Team;
- Coordinate Pre-Application Meeting with Regional District Staff;
- Represent Client's interest in the application approval process, and
- Review conditions of preliminary approval.

### SURVEY SERVICES

A Topographic and Tree survey of the property is required to accurately portray the slopes and legal boundaries of the parcel and tree locations for the arborist report that will affect the subdivision layout. Survey data will be prepared by our in-house Aplin Martin Surveying team (Aplin & Martin Geomatics Land Surveying Ltd.).

#### A. Topographic, Tree, and Perimeter Survey

- Perimeter survey will include Land Title Office records and field survey to determine the existing property lines. We assume we will find the lot corner posts in place and if this assumption is wrong, we will report on the results and any additional survey required to finalize existing property lines;
- All existing Statutory Rights of Ways and Easements on record will be shown on the survey;

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- Based on FVRD web resources there is no tree protection bylaw for electoral area F so we will not survey tree trunk location or drip line;
  - Onsite topographic survey will be a 50 m elevation grid with additional points at significant grade breaks. The elevation grid density will be reduced in heavily wooded areas where grades are reasonably consistent;
  - Onsite topographic survey will be consistent with rural-grade large lot subdivision planning and design needs;
  - Includes approximate locations of existing buildings to be shown (assuming these will be demolished);
  - The private driveway to the south of the site will be surveyed from property line to property line as shown in the attached sketch;
  - Seux Road will be surveyed as shown in the attached sketch;
  - Detail within the roads will include visible street furniture, ditches, culverts, edge of pavement, driveways, lamp standards, power poles, valves, catch basins, sanitary and storm manholes with rim elevations;
  - Inverts will not be measured at this time as part of this on-site scope of work;
  - The survey data and plan will be in metric units and will include electronic Civil 3D DWG and PDF files; and,
  - Contours will be shown at 0.25 m intervals.

**i. Offsite Topographic Survey:**

Offsite topographic survey work is usually defined during engineering design and identifies requirements beyond the site for service tie-ins and road upgrades, etc. We expect that the engineers will require additional survey for their design, however, we cannot anticipate what the extents will be until they make a specific request. Upon this request we will provide a fee for the offsite topographic survey.

**ii. Perimeter Survey:**

Perimeter reestablishment of existing property lines may require extra survey work. This survey information is required before legal survey plans can be finalized. Once we have done the initial survey detailed above, we can report on the assumptions that the legal survey evidence is in place or not. If there is missing evidence that is needed to finalize the legal surveys, we will provide a budget for this work to be completed.

## **PLANNING SERVICES**

### **A. Pre-Application Review and Design**

- Visit and photograph the site to assess development potential, opportunities, and constraints;
- Confirm applicable policy information and required applications for the project; and,
- Meet with Fraser Valley Regional District to discuss the subdivision concept.

### **B. Application Submission and Processing**

- Coordinate necessary documentation that supports the application and submit to the Regional District;
- Coordinate technical project subconsultant's submissions;
- Prepare and submit the applications;
- Coordinate and layout ADP Submission;
- Liaise with Regional District Planning Staff and attend meetings, as needed;
- Represent Client's interest in the application approval process;



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- Process the applications to 3rd Reading approval according to Regional District requirements, including the review of various internal and external circulation processes, and,
  - Review conditions of approval.

## **PUBLIC INFORMATION MEETING**

A Public Information Meeting (PIM) may be required to satisfying the application requirements for your development. A PIM provides an opportunity to gather community feedback, answer questions, and determine the level of community interest in advance of Council proceedings.

Aplin Martin can provide virtual and/or in-person consultation services. The typical services offered are to:

- Confirm Regional District engagement requirements;
- Establish the scope and strategy for engagement, in consultation with Regional District Staff;
- Send written notifications to specified notification area;
- Prepare presentation material;
- Coordinate additional presentation material provided by others;
- Prepare comment forms and/or questionnaires and supplementary materials;
- Host the event, facilitate discussion, answer questions and address concerns;
  - In person – book venue, print and mount and present materials;
  - Virtual – web host digital materials, and digital facilitation;
- Provide and maintain multiple avenues for communication during engagement period; and
- Provide a summary of findings from the Public Information Meeting to the Client and Regional District.

Please note that any costs associated with mailing / postage / labels will be added onto the PIM fee as a disbursement.

## **CIVIL ENGINEERING SERVICES**

Engineering services will be provided to satisfy the FVRD's Servicing Level Standards. Aplin Martin will consult with the FVRD's Engineering Staff to confirm service requirements.

### **A. Preliminary Design**

- Review and assess the FVRD's development servicing requirements;
- Obtain copies of as-builts records of adjacent Regional District services;
- Consult with the FVRD's Engineering Staff to confirm the availability and capacity of existing services;
- Review the topographic survey data for accuracy of information;
- Review the tree survey, coordinate with the Project Arborist, and,
- Prepare a Conceptual Servicing Plan and a Preliminary Lot Grading Plan, showing preliminary grading information, direction of drainage, minimum basement elevations for the lot, and conceptual site servicing.

## **SUBCONSULTANTS**

Aplin Martin can assist in the retaining of additional subconsultants and assume the discussion, instruction and coordination of all related parties regarding the project.

Please note that all contracts with other members of the professional team will be directly between the Client and the other firms. Aplin Martin will not be party to these agreements.

<u>SUBCONSULTANT</u>	<u>BUDGET</u>
A Registered Arborist is required to identify and assess the existing trees and their health on the subject site. The Arborist will recommend trees to be retained and / or removed.	\$5,000.00
An Environmental Consultant will be required to confirm watercourse classification and watercourse setback and prepare a letter outlining compliance with the FVRD's environmental bylaw.	\$5,000.00
A Geotechnical Engineer is required to confirm the slope stability and soil conditions of the site and design the public roadways. This information will be submitted in the form of a Geotechnical Report.	\$7,500.00
A Septic Consultant is required to assess and determine the septic capacity of the site.	\$5,000.00
A Well Specialist is required to assess and determine the well capacity of the site.	\$5,000.00

### **PROJECT TEAM**

Thanks to our extensive in-house expertise, Aplin Martin can provide a cost-effective consulting services to our Clients. To ensure that your project is completed on time and within budget, a Project Manager will be appointed to coordinate the work of our team members. The Project Manager will be responsible to coordinate outside agency approvals, to ensure that the Client's wishes are addressed in the preparation of any plans or documents, and to look after the interests of the Client during processing of the applications and submissions.

### **PROJECT TIMING**

These anticipated timelines are estimates based on our extensive experience on similar projects and are subject to change.

<u>ITEM</u>	<u>TIMELINE</u>
Stage I – Application Submission to 3 <sup>rd</sup> Reading	6-8 months

### **PROJECT FEES**

The scope of work and budgets are based on our work on similar projects and are for budgeting purposes only. Aplin Martin will not exceed the agreed upon budgets without authorization from the Client.

<u>ITEM</u>	<u>COST ESTIMATE</u>
<b>STAGE I: APPLICATION PROCESSING TO PLA ISSUANCE</b>	
Project Management	\$7,000.00
Survey Services	\$30,000.00
a. Topographic, Perimeter and Tree Survey	
Planning Services	\$15,000.00
a. Pre-Application Review	
b. Application Submission and Processing	

<b>Public Information Meeting</b>	
a. Design and Administration	\$6,500.00
b. Digital Resource (Web Hosting and Digital Facilitation)	\$1,500.00
c. Disbursements (Mailing/Postage/Labels etc)	At Cost
<b>Civil Engineering Services</b>	
a. Preliminary Design	\$10,000.00
<b>Stage I Total</b> (excluding GST and PIM Disbursements)	<b>\$70,000.00</b>
<b>Disbursements</b> (approximately 10% of fees, as per schedule)	At Cost

**ADMINISTRATION**

**Retainer:** A \$12,000.00 retainer as well as a signed copy of the Project Authorization (attached) will be required prior to commencing work. This retainer will be kept on your account and will be applied towards your final invoice.

**Proposal Expiry:** This fee proposal is valid for 90 days. Budget provisions and hourly rates for design service will be valid for 1 calendar year. Should the project not be completed within the noted timeframe a review of the project budget may be prompted.

**Payment Policy:** Aplin Martin will not exceed the agreed upon budgets without authorization from the Client.

Attached is the required Project Authorization Form, which outlines the fees and the Terms and Conditions for payment.

Please note the following:

- Our fees are billed on a monthly basis and payment is due upon receipt of invoice, and,
- We reserve the right to suspend work, withhold drawings or other project information on accounts that are outstanding for more than 30 days.

**Scope of Work Change:** The timeline, scope of work and budgets are based on our work on similar projects and are for budgeting purposes only. Aplin Martin will not exceed the agreed upon budgets without authorization from the Client. Should the Client request a modification to the project objectives, or should unforeseen circumstances occur during the project due to additional information raised by the District, we will review the program timetable and budget and make adjustments as necessary. Aplin Martin will only proceed with a change in work program upon Client approval.

**Office Disbursements:** Printing / plotting, fax, mileage, couriers and agency charges will be charged separately as per the Schedule of Disbursement Rates (available upon request). Other items not listed, including costs to prepare and install the development notice sign, will be charged at cost plus 10%.

**Subconsultants:** Aplin Martin can assist in retaining necessary Subconsultants; but any contracts will be directly between the Client and Subconsultants.

**Regional District Fees:** The Client is responsible for any required Regional District application fees which are not included in the Aplin Martin budget.

**Copyright:** Please note, Aplin Martin's policy is that all digital files produced in relation to survey, planning, engineering, and landscape architecture services provided by or on behalf of Aplin Martin for the described lands are instruments of services, and as such, are the sole property of Aplin Martin. Hard copies will be provided to the Client, public agencies, and others within the context of obtaining approvals and construction of the proposed subdivision. Drawings

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prepared by the firm for the described lands are also **Copyright** protected. Reproduction of these drawings is not permitted without the written authorization of Aplin Martin.

This proposal is also **Copyright** protected and is only to be used by the Client in relation to this request for services. The material cannot be used and / or released by the Client without the written permission of Aplin Martin.

**Liability:** Aplin Martin carries \$5,000,000.00 general liability insurance and \$2,000,000.00 professional liability insurance. Proof of insurance and information relating to pending claims can be provided upon award of project and request.

We trust the above information is helpful in outlining the professional consulting services required to develop your property. If all is agreeable, please sign one copy of the enclosed Project Authorization Form and return it, along with the retainer requested to allow for commencement of the work. If you have any further questions, please contact the undersigned.

We look forward to the opportunity of working with you on this assignment.

Yours truly,

**APLIN & MARTIN CONSULTANTS LTD**



Samira Khayambashi, MCIP, RPP  
Planner

CC:SK:SD:RP:MC  
Enclosures  
21-1030SKpr01





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ENGINEERING | PLANNING | SURVEYING | ARCHITECTURE

## PROJECT AUTHORIZATION

CLIENT: Miracle Valley Estates Ltd  
 ADDRESS: \_\_\_\_\_  
 ATTENTION: Dave Sidhu

PROJECT NO.: 21-1030  
 EMAIL(S): miraclevalleyestates@gmail.com  
sidhudave@live.ca  
 PHONE: \_\_\_\_\_

SCOPE OF WORK	ESTIMATED FEES
<b>Re: Fee Proposal for Professional Consulting Services for the Development of the Property located on Seux Road, Durieu, Fraser Valley Regional District, BC</b>	(\$)
<b>STAGE I: APPLICATION PROCESSING TO ISSUANCE OF PRELIMINARY LAYOUT APPROVAL PLA/3RD READING</b>  <b>Project Management</b>	<b>\$7,000.00</b>
<b>Survey Services</b> a. Topographic, Perimeter, and Tree Survey	<b>\$30,000.00</b>
<b>Planning Services</b> a. Pre-Application Review b. Application Submission and Processing	<b>\$15,000.00</b>
<b>Public Information Meeting</b> a. Design and Administration b. Digital Resource (Web Hosting and Digital Facilitation) c. Disbursements (Mailing/Postage/Labels etc)	<b>\$6,500.00</b> <b>\$1,500.00</b> <b>At Cost</b>
<b>Civil Engineering Services</b> a. Preliminary Design	<b>\$10,000.00</b>
<b>Stage I Total (excluding GST and PIM Disbursements)</b>	<b>\$70,000.00</b>
<b>Disbursements (approximately 10% of fees, as per Schedule)</b>	<b>At Cost</b>
	<b>GST EXTRA</b>

**PROJECT MANAGER(S):** Samira Khayambashi, MCIP, RPP

**SPECIAL NOTES:**  
 1. A \$12,000.00 retainer in addition to a signed copy of this agreement, will be required prior to commencing work. This retainer will be kept on your account and will be applied towards your final invoice.

**WORK APPROVED BY CLIENT:**

**AUTHORIZED BY: Aplin & Martin Consultants Ltd.**

for

Per: \_\_\_\_\_

**ED FUJII, PENG, PRESIDENT**

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

**May 11, 2021**

- Notes:**
- At time of final drawing submission request by the Municipality, all accounts must be paid in full before drawings will be submitted to the Municipality.
  - All accounts must be paid in full before certification or final drawings will be issued.
  - The design drawings are prepared on the express condition that supervision of construction will be done by Aplin & Martin.
  - All plans, drawings, specifications and AutoCAD files are instruments of our professional service and remain the property of Aplin & Martin Consultants Ltd. who have the exclusive copyright therein.
  - This agreement is subject to the "Confidential Terms of Engagement" on the reverse side of this Project Authorization.



## CONFIDENTIAL TERMS OF ENGAGEMENT

Project No. 21-1030

THIS AGREEMENT FOR CONSULTING SERVICES is dated May 11, 2021  
BETWEEN: **Miracle Valley Estates Ltd** (herein called "the Client")  
AND: **Aplin & Martin Consultants Ltd.** (herein called "A&M")  
201 - 12448 - 82 Avenue, Surrey, BC V3W 3E9

**OUR COMMITMENT:** We are pleased to confirm your engagement of A&M. Prior to commencement of work on your project, it is important that we each have a clear understanding of the expectations of our business relationship. We believe that our having personal contact with the Client is important to ensure a satisfactory conclusion of our engagement. Therefore, we ask that you review this Agreement carefully and contact us if you have any questions.

This statement sets out the standard terms of your engagement of A&M, and our commitment to you. Unless modified in writing, these terms will form an integral part of our Proposal and your Agreement with us.

A&M shall render its services to the Client for this project with that degree of care, skill and diligence normally provided in the performance of services for projects of a similar nature to that contemplated. At A&M we are proud of our quality work, expertise and cost effectiveness in serving our Clients.

**SIGNAGE:** Unless otherwise advised by the Client in writing, the Client hereby consent to the erection and maintenance of an advertising sign owned by A&M at the address of the project location, which is on property that is owned by the Client. It is understood that the erection and maintenance of such sign must be in conformance with municipal by-laws which regulate outdoor advertising. All costs to erect, maintain and remove A&M advertising site signs are that of A&M.

**COMPENSATION AND PAYMENT:** We understand that cost control and efficiency are important to you. The amount we charge for our services to you will be determined by such factors as the size and complexity of the assignment, time and labour we spend on your behalf, equipment and research means used, time constraints that the project requires, and importance of this matter to you.

Charges for the services rendered will be made in accordance with our Schedule of Rates in effect at the time the work is performed. A copy of our current Schedule of Rates is provided in confidence for your records.

Accounts for fees and expenses will be sent to you on an interim basis, and payment is due when the account is rendered. You agree to pay your account on a timely basis and to make payment on receipt of invoice. Alternatively, you may wish to negotiate A&M's short term financing of your account. You may pay by cash, cheque or bank draft. Unless otherwise agreed, interest on overdue accounts will run at the rate of 1.5% per month (equivalent to 19.56% per annum). Alternatively you can pay by VISA, which will require a premium of three (3) percent being added to the invoice amount(s). Any delay in payment may affect the progress of your assignment. Upon receipt of your payment, we will release our products for delivery.

Further, you agree that our account(s) are secured as described below.

**RETAINER AND SECURITY:** We may ask you to pay a retainer to A&M prior to our commencing work on this engagement. The retainer will be applied to the final invoice of your account and any unused portion of the retainer will be returned upon completion or termination of our services.

We obtain security from our Clients for amounts due to A&M. By signing this Agreement, you grant to A&M a security interest over all of your present and after acquired personal property as security for all amounts due to A&M from time to time. All enforcement costs incurred by A&M are also secured. You, by signing this Agreement, waive notice of the filing of any financing statement or receipt of any verification statement relating to the security interest.

**TERMINATION:** Either party may terminate this engagement by means of thirty (30) days written notice without cause, or seven (7) days written notice with cause; either instance requires payment of the account balance, by the Client to A&M, for fees and expenses incurred by A&M.

**LIMITATION OF LIABILITY:** The Client agrees to limit the liability of A&M, its employees, officers, directors, agents, consultants and subconsultants to the Client, its employees, officers, directors, agents, consultants and subcontractors, whether in contract or in tort, on this engagement which arise directly or indirectly from A&M's acts or omissions, such that the total aggregate liability of A&M to all those named shall not exceed fifty thousand dollars (\$50,000.00) or A&M's total fee for the services provided for this engagement, whichever is greater.

The Client acknowledges and agrees that if it accepts the Proposal, then the above Terms of Engagement, together with any other terms or conditions which it agrees to with A&M shall constitute a binding agreement(s) for the performance of the Proposals by A&M.

No person, other than the parties hereto, may rely upon this Confidential Terms of Engagement without the prior written consent of A&M. This confidential Terms of Engagement is confidential between the Client, the Guarantor, if any, and A&M and may not be disclosed to any other person except the professional advisors of the parties, without the prior written consent of A&M.






# 21-1030 - Fee Proposal - Seux Road, Durieu, Fraser Valley Regional District, BC

Final Audit Report

2021-05-11

Created:	2021-05-11
By:	Courtney Cordeiro (ccordeiro@aplinmartin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIUMAh30v2S5zDj5oVMs2hslox4-B-MA3

## "21-1030 - Fee Proposal - Seux Road, Durieu, Fraser Valley Regional District, BC" History

-  Document created by Courtney Cordeiro (ccordeiro@aplinmartin.com)  
2021-05-11 - 11:45:18 PM GMT - IP address: 209.52.99.58
-  Document emailed to Samira Khayambashi (skhayambashi@aplinmartin.com) for signature  
2021-05-11 - 11:45:40 PM GMT
-  Email viewed by Samira Khayambashi (skhayambashi@aplinmartin.com)  
2021-05-11 - 11:50:13 PM GMT - IP address: 104.47.61.254
-  Document e-signed by Samira Khayambashi (skhayambashi@aplinmartin.com)  
Signature Date: 2021-05-11 - 11:50:26 PM GMT - Time Source: server- IP address: 209.52.99.58
-  Agreement completed.  
2021-05-11 - 11:50:26 PM GMT