

10. The Firm shall be licensed to work in the Province of Manitoba and the City of Brandon and shall be a practicing member of the Association of Manitoba Land Surveyors in good standing.
11. The Firm shall well and faithfully serve the City, shall not disclose the private affairs of the City or any matter of confidentiality of the City to any person other than a senior executive officer of the City, and shall not use for its own purposes or for any purpose other than those of the City any information which the Firm may acquire with respect to the City's affairs.
12.
 - (a) The Firm agrees to maintain, at its own expense, and during the term hereof, an insurance policy satisfactory to the City providing a minimum of \$5,000,000.00 coverage for Comprehensive General Liability in respect to any and all work and services being performed under this Agreement and all personnel employed by the Firm or in respect to this Agreement. The Firm further undertakes to submit a Certificate of Insurance to the City stating such coverage.
 - (b) The Firm's Worker's Compensation Number _____ must be kept in good standing.
 - (c) The Firm shall save harmless and indemnify the City against all claims and demands which may be made against it by reason of accidental injury (including death) of any person whether in the employment of the Firm or not, arising directly or indirectly from the performance of the said work, or by reason of any trespass on or damage to property committed by the Firm or his servants or agents or any other claim resulting from the performance of the work.
 - (d) The Firm shall save harmless and indemnify the City against all loss, claims, damages or expenses of any kind whatsoever arising under any statutes or regulations made pursuant thereto, or howsoever otherwise arising which may be suffered or sustained by the City by reason of any delay, default or breach of this Agreement on the part of the Firm, or by any actions of its employees.
 - (e) The City may settle any such claim, suit or lien and charge the Firm with the amount paid or to be paid in effecting a settlement or which may be adjudged due by the City.
 - (f) The Firm shall pay to the City the value of all legal services and disbursements required to defend it against any claim arising out of the agreement and the Firm shall acknowledge that legal services may be provided by a salaried employee of the City and the charge for such services shall be based on a hourly rate of \$215.00 plus taxes.
 - (g) The Firm shall pay to the City all costs taxed against the City in any litigation between the Firm and the City arising out of this Agreement.
13. This Agreement is not assignable by the Firm.
14. For the purpose of this Agreement, any notice to the City by the Firm shall be addressed to the Manager of Property Administration, 638 Princess Avenue, Brandon, Manitoba, R7A 0P3, and any notice to the Firm shall be addressed to (address).
15. The City reserves the right to cancel this Agreement upon seven (7) days written notice to the Firm if, at any time, the City is not satisfied with the quality of work being performed under this Agreement or if the Firm fails to comply with any of the specifications attached hereto. All notices, instructions and approvals shall be issued by the Procurement Manager or her designate which decision shall be final and binding upon both parties.
16. In the event of cancellation of this Agreement, the City will pay, upon receipt of an invoice and supporting documentation, such compensation as the Fire may be entitled to receive under this Agreement for work completed up to the date that notice of cancellation is received by the Firm.
17. This document contains the entire Agreement between the parties. There are no undertakings, representations, or promises, expressed or implied, other than those contained in this Agreement.

Initials

- 18. Any amendment of this Agreement shall be unenforceable unless made in writing and signed by each party before a witness.
- 19. If for any reason whatsoever any term or condition of this Agreement, or the application thereof to any party or circumstance, shall to any extent be invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances, other than those which are invalid or unenforceable, shall not be effected, and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 20. Nothing contained within this Agreement shall create any relationship between the parties other than that of Survey Firm and Client, and without limitation, nothing in this Agreement shall be construed to constitute the Survey Firm and Client as partners, joint ventures or members of a joint or common enterprise with respect to the Service.
- 21. Time shall be of the essence of this Agreement.
- 22. The Firm and the City acknowledge that each:
 - a) has had independent legal advice;
 - b) has read this Agreement in its entirety and has full knowledge of the contents thereof;
 - c) understands this Agreement;
 - d) in signing this Agreement, does so freely and voluntarily and believes this Agreement will not result in circumstances that are either unconscionable or unfair to either party.
- 23. This Agreement shall enure to the benefit of and be binding upon the parties hereto, executors and administrators.

IN WITNESS WHEREOF the parties have hereunto caused their corporate seals to be affixed duly attested to by the hands of their proper signing officers in that behalf and/or set their hands and seals the day and year first above written.

(FIRM)

 "Authorized Signatory
 I am authorized to bind the company"

 "Authorized Signatory
 I am authorized to bind the company"

THE CITY OF BRANDON

 Patrick Pulak, P. Eng.
 City Engineer
 "I am authorized to bind the City"

THIS AGREEMENT made in duplicate this
day of A.D. 2016.

BETWEEN:

(FIRM),
(hereinafter called the "Firm")
OF THE FIRST PART.

- and -

THE CITY OF BRANDON,
(hereinafter called the "City")
OF THE SECOND PART.

AGREEMENT FOR SURVEY FIRM SERVICES

November 18, 2016

City of Brandon
Development Services
638 Princess Avenue
Brandon, Manitoba
R7A 0P3

Tanya Marshall, RWA
Manager of Property Administration

Phone: (204) 729-2144
Fax: (204) 725-3235