

CONTRACTING FOR SURVEYING SERVICES



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CONTRACTING for SURVEYING SERVICES

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**CONTRACTING
for
SURVEYING SERVICES
MANUAL**

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NOTES

INTRODUCTION

This manual is intended as a guide and idea generator to assist in customizing a contract for use in a particular situation.

The forms in this manual have been gathered from various sources across Canada. The authors have also taken liberally from a similar publication produced by the American Congress on Surveying and Mapping.

The manual is divided into four sections. The first section covers job costing, the second is an article by Ken Allred dealing with the necessity for written contracts, the third contains sample forms and the fourth section consists of suggestions for standard conditions and provisions that can be included in contracts.

To develop a form for a particular situation, it is suggested that a suitable sample is chosen and modified accordingly. The user can choose and/or modify appropriate statements to be added to the contract form with the provisions and conditions provided.

DISCLAIMER

These forms are presented without comment on the merits or deficiencies of each. Some clauses or conditions may be interpreted differently than contemplated or may not be appropriate in all provinces. If there are any concerns regarding the validity of the forms, the user is advised to seek legal advice. Professional Surveyors Canada accepts no legal responsibility to the user of the forms presented in this manual.

All names used in this manual, whether with reference to people or companies, are intended to be fictional. Any similarity to actual people or companies is purely coincidental.

CAUTIONARY NOTES

As part of the vetting process for the manual, it was reviewed by a New Brunswick lawyer for the purpose of obtaining a legal view on the suitability of the contents. The following notes are the result of that review.

Legal research was not done on the individual forms since the purpose of providing them is to allow the user to modify them to suite his or her own particular needs. None of the clauses posed any concern with respect to being used in a contract. However, users are cautioned not to be deceived into thinking that any particular clause cannot be challenged from a legal point of view. As an example, the lawyer stated that invariably the courts will decide in favour of the client against the professional who is presumed to know his or her job and to explain the intricacies of the same to the unsophisticated client. If you do not explain clearly what the client is signing, do not expect a favourable opinion from a court in the event of a dispute at a later date.

Those parts of a contract that place the onus on the client to do certain things could be potential trouble points. In a contractual dispute, the client will invariably say he or she did not understand his or her obligations.

Indemnification provisions whereby an owner indemnifies an engineer/surveyor for certain events can give rise to some very serious financial consequences for the owner. Therefore, these provisions should be clearly spelled out to an owner/client as to the impact of such an indemnity in the event of a client default. The client's lawyer would probably discourage the signing of a contract containing these provisions.

Our manual reviewer had some doubts about the success of being able to limit the amount of a surveyor's professional liability to the amount of the liability insurance coverage. The alternative is to arrange for excess coverage for jobs that could result in a claim in excess of the primary coverage limits.

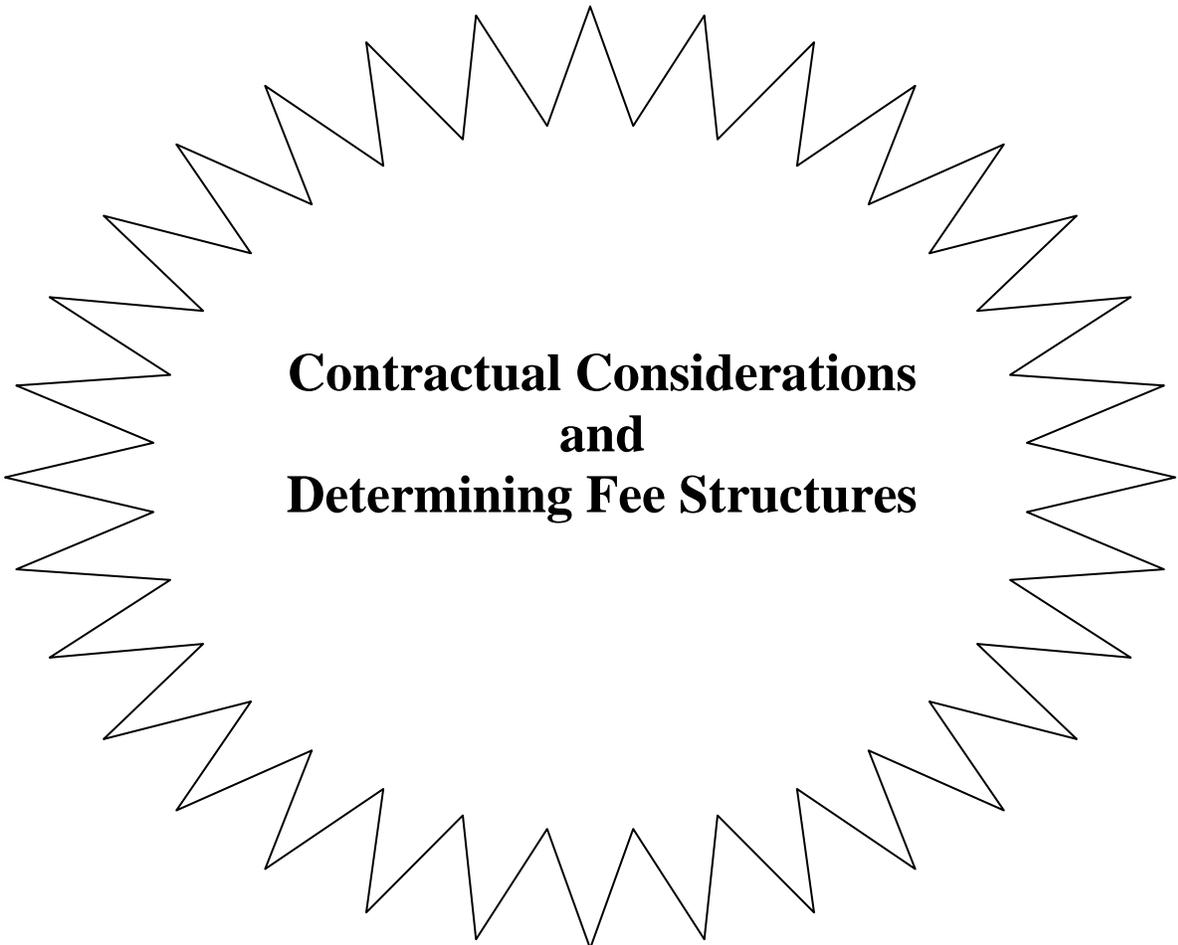
The use of the Arbitration Act to resolve disputes should be avoided except for contracts of a complex nature. Use of the Act can prove to be costly and time consuming. The basic fee for service contract need not contain arbitration provisions.

As a closing remark, the lawyer points out that contracts being legal in nature are intended to be binding on the parties but are nevertheless open to contradictory interpretations. He therefore cautions users of the manual that these contracts are not "written in gold". For the most part, the contracts will probably not be challenged and will work well for the purposes intended. But there will always be situations where a client will dispute some aspect of a contract.

An Invitation

Professional Surveyors Canada hopes this manual will be an informative and useful publication for the land surveyors of Canada. We invite your comments, criticisms, and suggestions for improvements. Of particular help would be additional examples of forms you have found useful in your practice. Communications should be sent to the following address:

Professional Surveyors Canada
900 Dynes Road, Suite 101B
Ottawa, ON K2C 3L6
Telephone: 613-695-8333
Toll Free: 1-800-241-7200
E-Mail: info@psc-gpc.ca



**Contractual Considerations
and
Determining Fee Structures**

CONTRACTUAL CONSIDERATIONS

Surveyors, regardless of location or type of work to be done, have taken assignments based on a telephone call, a chance meeting on the street or a request to contact an individual who needs some survey work done.

In today's environment, operating in this manner can be hazardous to a surveying business. A client who is seriously delinquent or reneges on an obligation to pay can cause financial difficulties.

Some clients will use a technicality as reason to either withhold payment completely, or reduce the fee to the point where the surveyor has provided services at cost or at a loss.

A written agreement will protect both the surveyor and the client. In the event of a disagreement, both parties have a basis on which to resolve the matter, whether it is financial or technical.

WHY A WRITTEN CONTRACT?

- Proper business records are effective in defending a claim.
- Sets down clearly and precisely the intention of the parties.
- Avoids misunderstandings.
- Clarifies the responsibilities of each party.
- Oral contracts can put the words of one party against those of the other.
- Memories of oral contracts can fade with time.
- Assists clients in understanding more completely the services being provided.
- Easier to collect money in the event of a dispute.

ESSENTIAL ELEMENTS OF A CONTRACT

There are three fundamental elements of every contract – an offer, consideration and acceptance. Very simply, someone must make an offer to provide or receive goods or services, usually for a fee, and then the other party must accept the conditions attached to that offer.

Specific Considerations

Contractor: Be certain that the person signing for the contractor is authorized to do so and insist that he or she places their title under the signature, as that title may assist you in determining his or her authority to contract work.

Client: Determine whether you are dealing with the land owner, another contractor, or an agent for one of these. Be sure that these details are clear, as the surveyor will be seeking payment from some authorized person. What are the client's other responsibilities and duties regarding deeds, records, adjoiners, right of entry or trespass, etc?

Job Description: This should require a complete description as to location, including street address if known. All details should be spelled out, including technical standards if applicable.

In a fixed price or lump sum contract, an exact description of services to be rendered is necessary. This is to avoid providing services not initially contemplated or costed. A clear job description outlines to the client the exact scope of the contract. Adding additional services should also be handled by a written contract, with written costs.

Time Frame: This should be as realistic as practical. If the project will take a long time or will be executed under particularly adverse physical or climatic conditions, include considerations to provide for contingencies. Leave the time frame for completion as open-ended as possible. If necessary, try to use language such as "the estimated day of completion is..." Avoid contract provisions that specify time as critical unless it is certain that the work can be performed within that precise time frame.

Fee Arrangement: This should provide for full payment upon completion or partial payment at specified intervals or various stages of the project. It also should provide for interest on delinquent payments, collection costs, court costs, and other costs associated with late payments.

If the client insists on a per cent retainage, ensure payment is not contingent on events that are out of your control. A common example of this is a contract which provided that final payment does not occur until the client is paid by the owner or the general contractor of the project.

Retainer: A good practice is to request a retainer before commencing work. This will improve cash flow and help cover expenses during the course of the job.

Witnesses: It is advisable to have each party sign in the presence of the other, as well as in front of witnesses. After signing and dating, each party should receive a copy of the contract.

Termination: Reserve the right to voluntarily terminate a project in the event of failure to pay within a stated number of days, lack of site access or any other

conditions which are substantially different than those originally contemplated.

Special

Considerations: Items that the client or the contractor feel are needed because of the nature of the project, for example insurance requirements, compliance with federal, provincial, county or municipal regulations, etc., must be addressed.

DETERMINING FEE STRUCTURES

COSTS OF OPERATING A BUSINESS

It is extremely important to be aware of all costs in operating a business. Below is a list of items that must be considered in determining the cost of doing business and setting charge-out rates.

DIRECT COSTS

Labour

- Direct Salary
- Vacation Pay
- Employer's contributions to Canada Pension Plan and Employment Insurance
- Medical Insurance

Equipment

- Rentals
- GPS Receivers
- Total Station
- Radios
- Metal Locator
- Power Saw
- CAD Station
- Computer Station

Materials

- Survey Markers
- Pickets
- Iron Bars
- Photocopies
- Prints
- Flagging, Paint

Transportation

- Off-Road Vehicles (4x4)
- Survey Vehicle
- Boat and Motor
- All-Terrain Vehicles
- Snowmobiles

Miscellaneous

- Information from other sources (i.e. other land surveyors, government agencies)

OVERHEAD COSTS

- Occupancy Cost
- Depreciation of building
- Rent
- Insurance of building and contents
- Property Taxes
- Repairs and maintenance on building
- Electricity and heat

Equipment Costs

- Equipment depreciation
- Insurance
- Repairs and Maintenance
- Small Items and Consumables

Indirect Labour

- Supervision
- Secretarial
- Public Relations
- Time from job for courses, training and meetings
- Timekeeping

Disbursements (Reimbursed by client at cost plus service charge)

- Telephone Charges
- Facsimile Charges
- Registry Office Fees, Research Fees
- Planning Process Fees
- Delivery Charges
- Travel Expenses
- Various Government Fees

Setting Fees

Multiplier

(Hourly wage x overhead + profit):

The principal's daily or hourly fee is stated. For all others, the hourly rate is stated which is multiplied by a factor to determine billing. This factor ranges from 1.5 to 3 or more depending on which elements are included in the determination.

Professional Fee:

The principal's daily or hourly fee is stated. All other costs are considered as expenses to be directly reimbursed. (This method is more easily applied to the very small concern with a maximum of three employees.)

**Percentage of
(Construction)**

Cost: This type of contract is generally more applicable to engineering-oriented projects more than to surveying-oriented projects.

Fixed Fee: This can be either a negotiated fee or a bid fee. In either case an accurate and exact scope of services is included in the contract. There is often relatively little room for adjustment once the contract is signed.

Unit Cost: Many surveyors charge for their services at a rate per metre, varying the price according to whether it is a tie line, random line, true line, marked, painted or posted, or per kilometre of finished line.

Multiplier Plus

Guaranteed Price: This method has the advantage of allowing the surveyor to base the price paid by the client on the actual time and materials costs times a multiplier, while providing security to the client that the price won't exceed a specified outside limit.

Surveyors following this arrangement usually provide an estimated price as well as the guaranteed maximum price. By providing a guaranteed maximum price to the client the surveyor takes on some risks. The increased risk may be offset by the increased business generated by such a fee arrangement.

Add Valorem: Though not common in surveying, charges can be based on the assessed or appraised value of the property, similar to a lawyer's charge for handling mortgages and real-estate transactions.

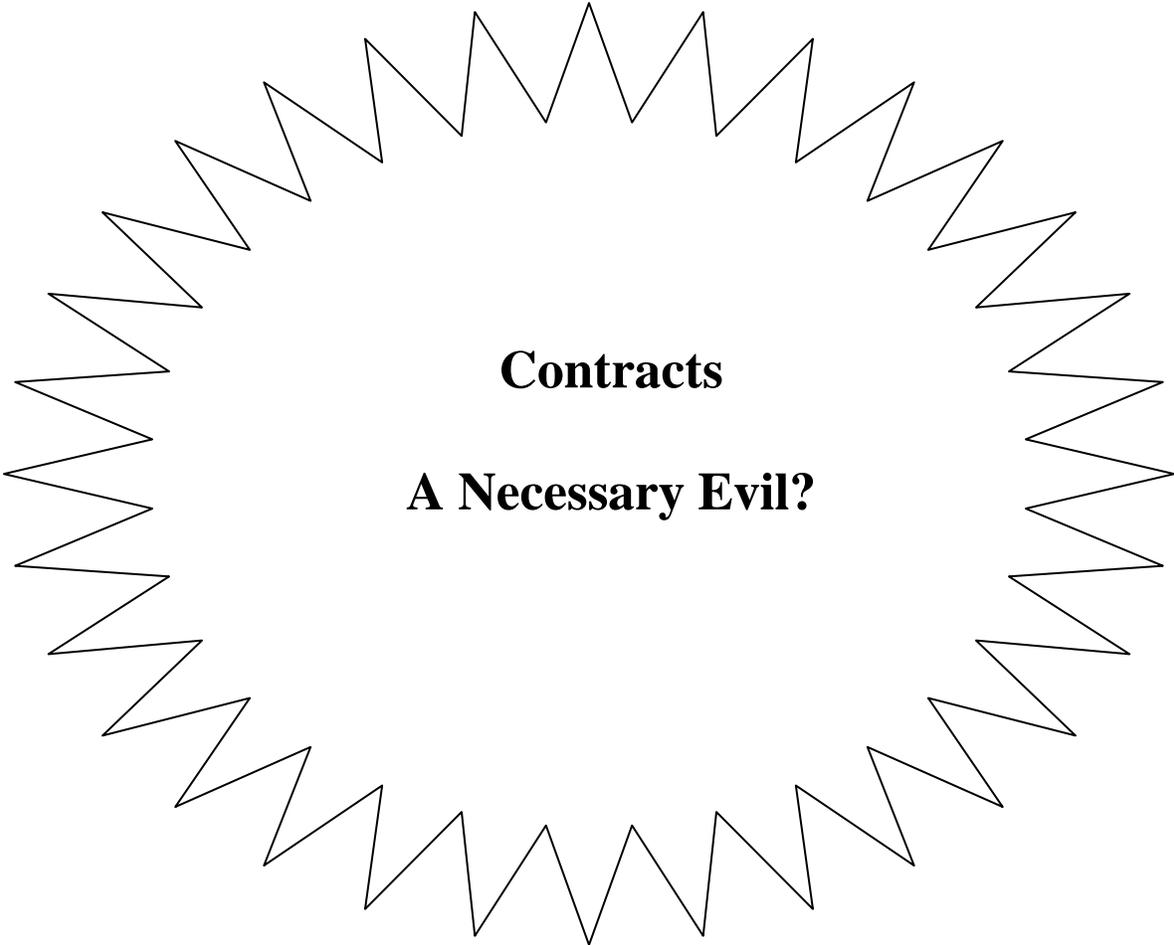
Daily/Hourly: The charge may also be in terms of hourly or daily rates for those jobs which have no specified finish date or are temporary, as in the case when an extra party is needed.

Other: It may be desirable under certain circumstances to develop a fee for a particular project which is a combination of two or more of the above.

CONTENTS OF A CONTRACT

1. Parties involved (surveyor and client)
2. Date of agreement
3. Exact scope of work
4. Duties and responsibilities of each party
5. Fees and payment schedule
6. Contemplated completion date

7. Special instructions if applicable
8. Additional terms and conditions if applicable



Contracts – A Necessary Evil?

G.K. Allred, ALS, CLS

*Reading maketh a full man, conference a ready man,
and writing an exact man” Frances Bacon*

Abstract

The contract is the very foundation of business relationships. Essentially a contract is a promise that has to be kept. When we think of a contract, we normally think of a written contract. Contracts however, made by word of mouth or the customary handshake, a traditional gesture to seal a contract between gentlemen, are just as legal. Unfortunately, the unwritten contract is fraught with problems of interpretation, misunderstanding and forgetfulness; and is very difficult to prove when parties disagree. Printed papers don't forget.

The purpose of this paper is to discuss in general some of the problems with verbal contracts and to deal positively and practically with the necessity for written contracts of some form as a standard requisite of professional business practice for land survey practitioners.

The author is a professional land surveyor and not a lawyer. This information should be considered in the light of one person's opinion on the subject of the need for contracts as a business practice.

Written Contracts are a Necessity

Modern day business could not function without written contracts. The courts would be a continual battleground attempting to determine who is the most credible witness, if it were not for written documentation of business dealings.

It is not mere coincidences that certain important agreements are invalid unless written. Contracts for the sale of land, guarantee of loans for a third party, and contracts not to be performed within one year, must be in writing by virtue of the Statute of Frauds. The Statute of Frauds is an English statute passed in 1677, the essence of which has been incorporated into the law of every common law province of Canada. It is also significant that the sale of goods in most provinces is regulated by statute that require a written contract for the sale of goods in excess of a minimal amount of about fifty dollars depending on provincial jurisdiction.

From a liability perspective a good, written contract is an exercise in damage control. Proper business records are very effective in defending a professional or any business person in a claim against them. From a practical perspective, it is only common sense to document the common understanding of any business arrangement, such that each party is fully aware of their agreed upon or implied responsibilities, and can act accordingly.

Whether the issue is liability, business practice or professional image, conformance to reasonable business practices dictates that land surveyors use written contracts. Good practice may be the first line of defence,

but a good written contract is close second. Professional liability insurance, while necessary, is an expensive third defence in the absence of the foregoing.

Essential Elements of a Contract

A contract is quite simply “an agreement enforceable at law,” or a “promise that has to be kept.” There are three fundamental elements of every contract, an offer, acceptance and consideration. Very simply, someone must make an offer to provide or receive goods or services, usually for a fee, and the other party must accept the conditions attached to that offer. Put in these simple terms, a contract is nothing more than a communication device to clarify the intent of two parties in reaching an agreement to conduct business. The importance of this communication is to set down clearly and precisely the intention of the parties in formulating the deal, such that it will avoid misunderstandings and set out clearly the responsibilities of each party. In the event that a disagreement ensues, a third party such as an arbitrator or a court can review and interpret the terms of the agreement, and if necessary, impose a just settlement.

Pitfalls of Oral Contracts

The main drawback of an oral contract is that a dispute becomes a question of one party’s word against that of the other. With the passage of time, it becomes very difficult for a third party to reconstruct with any degree of certainty, the terms of the agreement between the parties.

A layman cannot be expected to totally comprehend the intricacies of the service a surveyor is providing for him. Very often, clients only have some vague recollection of what a lawyer, loans officer, or government agency told them was required. All they want is a solution to the immediate problem with as little expense as necessary. The surveyor needs to explain the process, its complexities, and its unpredictability as clearly and as simply as possible. Even among sophisticated clientele, misunderstandings will develop. The problem of misunderstanding is well illustrated in a recent action in the Nova Scotia Small Claims Court summarized in Appendix A.

Why Not a Written Contract?

Many excuses have been given by survey practitioners for not using written contracts. Some of the usual ones are: we don’t have time, most of our business is conducted over the telephone, my clients would be offended to have to sign, etc. These are merely excuses, and poor ones at that, in today’s business climate. A professional has a responsibility to his or her clients to act in a business-like manner and provide the client with written information as to the nature of the service the client can expect. In these days of computers and fax machines, there is no excuse for not getting a simple contract or work order mailed or faxed for a client’s signature before commencement of a job. At the very least a work order can be send with a request for acknowledgement by return mail. An unsophisticated client may feel intimidated by a lengthy formal contract, but will be comforted by a simple work order that explains in layman’s language the issues discussed and the expectations of each party.

Most importantly however, it is necessary for both parties to be clear and precise as to their mutual understanding. As Francis Bacon so eloquently put it “Reading maketh a full man, conference a ready man, and writing an exact man.” To write out the conditions of your engagement makes you think very carefully about what you are writing, and in so doing to clarifies your own thinking so it is clear to the reader.

One of the largest insurance claims under the CCLS Professional Liability Insurance program, resulted from a simple error in either transmitting or receiving a simple instruction over the phone. The reversal of two numbers by either the client or the practitioner cost the insurance program \$125,000. There is no question but that a simple work order faxed to the client would have avoided the problem or shifted the liability from the surveyor.

Problems Resulting from Poor Contracts

The foregoing is not to say that any written contract is better than nothing. There are pitfalls, and it is important to think carefully about what is being said and/or written. Poorly written, imprecise and incomplete contracts can result in increased exposure to liability, confusion as to respective responsibilities and requirements, and disputes over payment of fees.

Even the simplest contract or work order can set out a brief description of the job, who does what and an estimate of the costs and when it is due. Setting these points out clearly and concisely can avoid misunderstanding, embarrassment and conflict.

A surveyor must however, be careful that he or she does not commit to guaranteeing a higher standard than the normal standard of care established by professional obligations. A surveyor is not a guarantor but should only contract to conform to normal standards of practice. A client can expect a certain degree of reliance upon the surveyor but that does not extend beyond the normal standard of care of his or her professional brethren. A surveyor is not expected to perform miracles.

Designing a Simple Contract

A short form contract or work order can be designed as a simple one page pre-printed form or can easily be setup on a computer for custom generation of a unique but standard format contract for each client and job. Every contract should set out the parties, the date, the details of the services to be provided, the land to be surveyed, and estimated time of completion and of course, an estimate cost or upset price. The parties signing the contract should be identified as to name, signature and job title. A list of standard conditions and explanations can be pre-printed on the reverse of a work order for ease of reference and additional information.

The next part of this manual contains a series of 20 sample form letters, work order and contracts. It is recommended that practitioners review these sample forms and determine how one or more of them can be

amended to accommodate their unique mode of practice. They should then adapt the selected forms to suite themselves and have the resulting forms reviewed by their own solicitor for conformance with any particular circumstances that might apply to their practice or jurisdiction.

Another common practice in lieu of an actual contract or work order, is for the practitioner to write a short letter confirming the substance of the discussion held with the client, and ask for the client to acknowledge the agreement by returning a signed copy of the letter. Even in the event that the client does not sign and return the letter, a court or other tribunal would consider the letter as notice to the client of the practitioner's interpretation of the discussion and would expect the client to respond in the negative if he or she was in disagreement. Such a letter should contain all of the essentials of a contract, such as the service to be provided, the timing and the agreed price or other terms of payment.

Entering into Contracts

Survey practitioners engaged by sophisticated clients will often be asked to sign standard contracts of service prepared by the client or consultants for the client. In entering into contracts designed by others, one should be careful to review them in detail in order to ensure that the conditions proposed by the client will not be adverse to the interest of the practitioner. Of obvious interest and concern will be the timing and remuneration set out in the contract. Is it sufficient and as agreed to in prior discussions?

Is the contract one of service or employment? Does the surveyor retain ownership of the field notes and other plans and original documents? Does the ownership of your copyright pass to the client? Is the surveyor's liability extended by use of the information provided to third parties or used for purposes other than what was originally intended?

As Dick Bassil noted in an article *The Key to Contracting is Communication*, "... the very nature of a formal contract ... is to contemplate that something will go wrong." In endorsing a contract prepared by a client anticipating, "that something will go wrong", a practitioner must make certain that he or she can live with the consequences of something going wrong. One must also ensure that one is protected if circumstance beyond one's control, are the cause of things going wrong.

A practitioner should not be adverse to striking out inappropriate clauses or recommending that clauses be re-written. He or she may want to have the contract reviewed by legal counsel before signing. Remember, the contract was probably not designed by a surveyor and very likely was not designed with the surveyor's interests in mind.

It is always better to seek clarification of obscure or unclear provisions before they become a problem. It may very well be that by raising the issue, a more acceptable solution can be achieved for both parties. Sophisticated clients are normally quite receptive to negotiating the terms

of contracts to achieve an agreement that both parties can comfortably live with. A contract will only serve its ultimate purpose of being a mutually acceptable agreement if the client is satisfied that he or she will receive the desired service, and the practitioner is comfortable that he or she will be compensated commensurate with time, skills and risks.

Conclusion

In summary, as professionals, land surveyors have a responsibility to act not only in a professional manner as land surveyors, but also as good businesspersons. They must be confident in their abilities from a technical, professional and business perspective, and they must project that confidence to the prospective clients. Trust and understanding are demonstrated by clearly identifying the terms of the agreement between client and practitioner prior to commencement of a business relationship. Written contracts can serve as a communications device to assist clients in understanding more completely the services being provided, and what their obligations are as a result of the provision of the service. Most importantly, a contract can clarify or promote dialogue on areas of potential misunderstanding before they become problems that will ultimately create conflict and difficulties for both parties. As a last resort, a written contract can be used to enforce the promise made by client and practitioner in the case of disagreement.

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Hebb Turner Himmelman v. The Royal Bank of Canada

This is an action in the Small Claims Court of Nova Scotia (SCBW #5686) for the collection of a surveyor’s account in the sum of \$2850 plus interest.

Facts

In 1985, HTH gave a mortgage location certificate to the CIBC for a parcel of land in Lunenburg County. Later in the same year, the mortgage was transferred to the RBC together with the survey certificate. In 1991, the mortgagors defaulted on the loan and the bank took possession of the property. During the foreclosure, it became evident that two buildings erected by the mortgagor were in fact on a neighbouring property, and that one of the boundaries of the lot was not as shown on other plans of the land in question.

The solicitors for the bank approached HTH to investigate the apparent problem. The other plans had been prepared by another surveyor and those plans apparently contained some errors. HTH agreed to investigate at no charge to see if there was a problem. HTH determined that there was problem, but not of his making. It was his understanding that the bank asked him to proceed to resolve the problem. The bank however, alleges that it did not authorize further work, and in fact had some concern that the problem had been overlooked by HTH in conducting the 1985 survey. As a result, the action was commenced.

Issues

The issues in this action is simply one of determining if the RBC is responsible for the payment of the account of HTH.

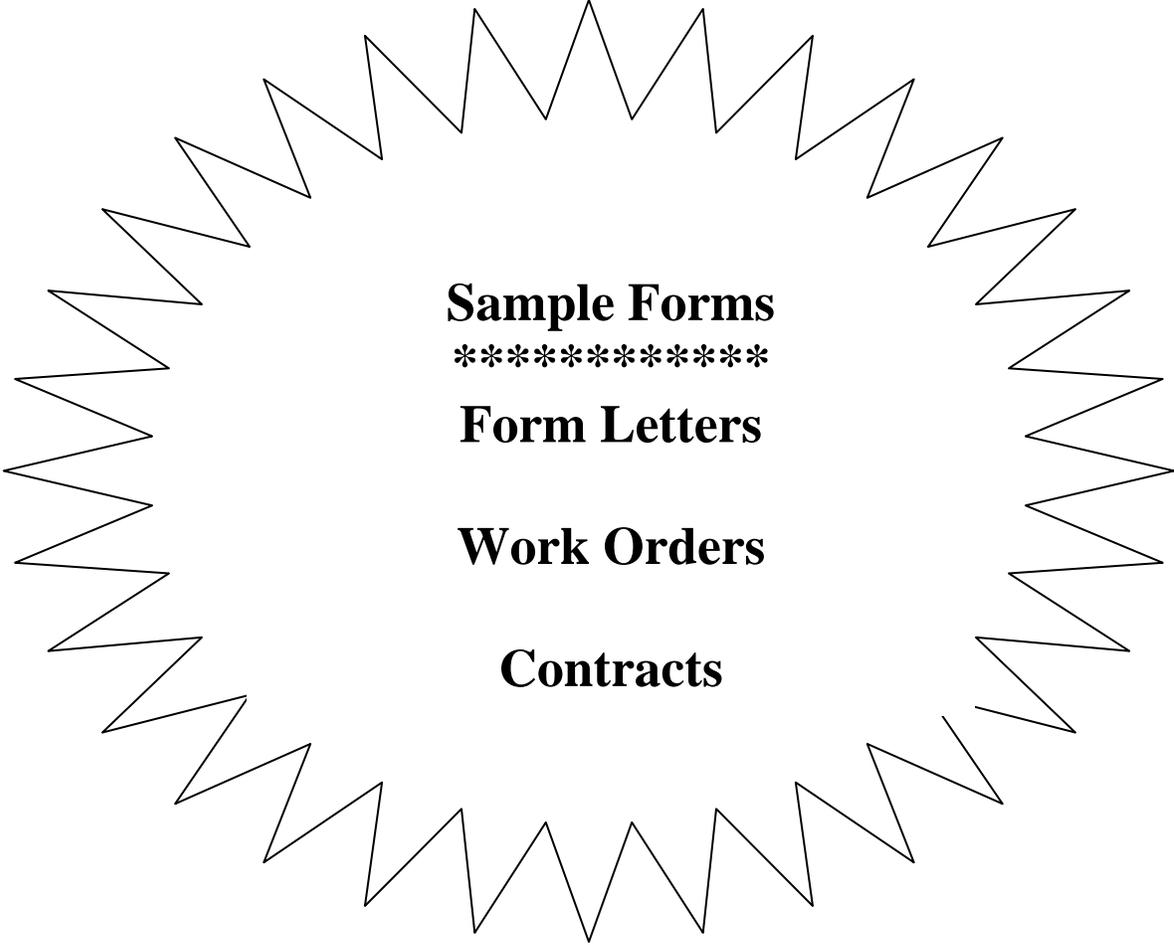
Held

The court in considering this matter weighed heavily on the evidence of the solicitor and the loans officer for the bank, and their concern that when the problem was discovered, HTH should have been responsible to rectify it, or in the alternate that if the bank was responsible, it would have engaged an independent surveyor who would have advised on whether or not the problem was an oversight on the part of HTH in conducting the 1985 survey. The action against the bank was therefore dismissed.

In pronouncing judgement, the court was very critical of the lack of formality in the dealing between, “three very experienced persons.” The court stated “this is a matter of confusion, informality and mistake,…” and further “the onus of establishing a contract for services is on the person (HTH) who alleges the same,” and “the matter illustrates why it is important for professionals to confirm matters in writing…”

Comment

This case illustrates the need for land survey practitioners to use some form of written work order or contract and to clearly enunciate in writing their understanding of arrangements for undertaking work on behalf of their clientele.



Sample Forms

Form Letters

Work Orders

Contracts

ABC SURVEYS LTD.
Professional Land Surveyors

Confirmation Letter

Mary Smith
123 Maple Street
Oxen Bow, NB
E2A 4R4

Dear Ms Smith,

RE: _____

Regarding your recent telephone request for professional surveying services for your _____ Project. This is to confirm our agreement and to inform you we are beginning work on the Project on or about _____ based on your verbal authorization to proceed.

This Project consists of briefly _____

Our services are being provided, as agreed, on hourly rates (lump sum, guaranteed maximum, etc.) (Describe fee payments) _____

Payments shall be due within _____ days of invoice and, in the event of default, you shall be liable for all costs of collection, including reasonable attorney fees and court costs. If there are any questions, please let me know.

Sincerely,

I.M. Surveyor, PLS

Above terms acknowledged as agreed upon:

Client

Date

Client, please sign and return one copy to surveyor.

ABC SURVEYS LTD.

Professional Land Surveyors

Work Order

Client: John Smith
Address: 123445-67 Street
Anytown, NB
Z0Z 0Z0

Date: 94-01-01

Telephone: 987-6543
Fax: 987-1234

Description of Services: Apply for subdivision approval for 5-3 acre parcels.
Complete subdivision survey and register plans in Land Titles

Land Description: Lot 1, Block 2, Plan 3

Estimated Completion Date: **July 1, 1994**

Cost Estimate: \$3,000-\$4,000 plus disbursements

Fees to be paid: Client to advance application fees, \$1,000 upon planning approval and balance upon registration.

Special Instructions: Client to provide duplicate certificate of title free and clear of encumbrances by June 1.
Client to arrange for access across land of adjoiners.
Client to be responsible for engaging soils consultants, if required.

Signed: _____ John Smith (Client)

Signed: _____ I.M. Surveyor, PLS
ABC Surveys Ltd.

ABC SURVEYS LTD.

Professional Land Surveyors

Work Order

Client Name: _____
Contact Person: _____
Street Address: _____
City: _____
Province: _____
Postal Code: _____

Phone: Home: _____
Work: _____
Fax: _____

CREDIT INFORMATION:

Bank: _____
Branch: _____

Mailing Address: (if different from above)

Street Address: _____
City: _____
Province: _____
Postal Code: _____

Legal Description: _____

Lot/Parcel

Block

Section

Range

District Lot

Land District

Plan No.

Other

TERMS OF REFERENCE:

Est. Eng. Fees: \$ _____
Est. Survey Fees: \$ _____
Est. Exp. & Disb: \$ _____
Total Estimate: \$ _____

We understand that the above is an estimate only. We agree to pay the actual costs associated with this work as billed. **CREDIT TERMS:** Due when rendered, **interest charged at 2% per month (26.8% per annum) on overdue accounts.**

Client Signature

Per ABC Surveys Ltd.

Print Name of Individual

Acknowledgement of Retainer:

Amount: _____

Date: _____

Receipt No: _____

Approved by Credit Department

ABC SURVEYS LTD.

Professional Land Surveyors

BON DE COMMANDE D'ARPENTAGE SURVEY ORDER

Client

Job No./Numéro du projet

Ordered by/Commandé par

Order Taken by/Command prise par

Lawyer/Avocat

Order Date/Date commandé

Address/Adresse

Estimate/Devis (GST not included/TPS non include)

Telephone – Home/foyer

Office/Bureau

Postal Code/Code postale

SERVICES TO BE RENDERED (circle appropriate numbers)/SERVICES A RENDRE (encercler le numéro)

- | | | |
|---|---|---|
| 1. PLAN PROVISOIRE
TENTATIVE PLAN(S) | 2. ARPENTAGE DE RETRACEMENT
RETRACEMENT SURVEY | 3. PLAN TOPOGRAPHIQUE
TOPOGRAPHIC PLAN(S) |
| 4. REPLACER LES BORNES
RETAKE LOT | 5. PLAN D'ARPENTAGE
SURVEY PLAN(S)
BUILDING LOCATION SURVEY | 6. LEVEL D'EMPLACEMENT DE
BATIMENT |
| 7. PLAN DE SUBDIVISION FINAL
FINAL SUBDIVISION PLAN(S) | 8. LEVÉE DE SUBDIVISION
SUBDIVISION SURVEY | 9. INSCRIPTION DE PLAN
REGISTRATION OF PLAN(S) |
| 10. FOURNIR L'ÉQUIPAGE
SUPPLY SURVEY CREW | 11. DESCRIPTIONS
DESCRIPTION(S) | 12. LEVE DE LIGNE (BOISÉ)
BUSH LINE SURVEY |
| 13. OTHERS/AUTRES | | |

PROJECT OUTLINE/BREFS DU PROJET

TERMS	TERMES
1. A signed work order and a deposit of _____ is required before commencing.	1. Un bon de commande signé et un depot de _____ est recommandé avant le début de travail.
2. All accounts are due upon receipt of invoice. Interest of 24% per annum is charged on past due accounts. Plans will be held until accounts are paid in full. Visa payments are accepted.	2. Tout comptes sont dûs sur reception de la facture. Interet de 24% par année sur comptes passes dûs. Les plans seront retenus jusqu'à e que le compte soit payé au complet. Paiements par cartes Visa sont acceptés.
3. The client certifies that all relevant title documents have been provided and that boundaries of the subject property are not in dispute.	3. Le client certifie que tous les documents cadastraux necessaries ont été fournis et que les limited de la propriété ne sont pas en question.
4. The estimate quoted is based on information provided by the client and may vary should unforeseen title or boundary problems occur. The estimate does not include GST.	4. Le devis est base sur l'information fournit pas le client et peut varier dû aux imprévus qui peuvent se produire. Le devis ne comprend pas la TPS.
5. If, for any reason, the job is cancelled, the client will be invoiced for the portion of the work completed. A job will not be considered cancelled unless written notification is given.	5. Que le travail sont annulé pour une raison quelconque, le client sera facture pour la portion du travail complétée. Les travaux ne seront considérés annulés avant d'avoir reçu notification par écrit.

I authorize the above services to be performed and guarantee payment in full. / J'autorise les services mentionnés ci-dessus et garantis paiement au complet

Date

Signature

ABC SURVEYS LTD.

Professional Land Surveyors

CUSTOMER CONTRACT

Project No.: _____

To:

Client

Address

Phone

Dear Customer: You have recently entered into a Contract to have the following survey work done by ABC Surveys Ltd.:

(Check One)

- | | | | |
|-----------------|--------------------------|----------------------|--------------------------|
| Certificate | <input type="checkbox"/> | Subdivision | <input type="checkbox"/> |
| Legal Survey | <input type="checkbox"/> | Post Lot Corners | <input type="checkbox"/> |
| Building Layout | <input type="checkbox"/> | Topographical Survey | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | | |

(Specify Location)

The request was made by:

- | | | | |
|-----------|--------------------------|------------------|--------------------------|
| Telephone | <input type="checkbox"/> | Letter | <input type="checkbox"/> |
| In Person | <input type="checkbox"/> | By Another Party | <input type="checkbox"/> |

(Specify by Whom): _____

ABC Surveys Ltd. will invoice the above named client upon completion of the work or at reasonable stages of the work. (If client wishes to terminate or cancel the work, the firm shall be entitled to payment of work already performed).

Payment is due from date of Invoice, 2% per month charged on all overdue accounts.

If the above information is incorrect, please contact us at your earliest convenience. Failure to contact us will indicate your approval of the above.

Date

For Firm

I HAVE ENTER INTO THE ABOVE CONTRACT AND AGREE TO THE STATED TERMS OF PAYMENT AND INTEREST.

(CLIENT)

This form should be signed and returned to ABC Surveys Ltd. to guarantee start of work.

ABC SURVEYS LTD.

Professional Land Surveyors

CLIENT AGREEMENT FORM

REQUEST FOR SERVICES

To: John Smith
123 Main Street
Anytown, NB
W2D 3R4

On behalf of _____
I/We hereby authorize and employ your firm to perform the following services.

Location:

Parish Lot: _____
Section: _____ Township: _____ Range: _____
Reg'd Plan No. _____ Lot No: _____ Block No: _____

Particulars of Work Required:

Estimate of Cost of Services: \$ _____ Date Promised: _____

Estimate provided by

Estimate Confirmed By

On behalf of _____
I hereby assume responsibility for the payment of this account to you on the following basis:

Deposit: _____ Balance of Payment: _____

Dated

Signature

Representing:

Witness

Name

Address

Phone Number

Work Order No: _____

File No: _____

Remarks:

ABC SURVEYS LTD.

Professional Land Surveyors

AGREEMENT

Client: _____

Address: _____

_____ Postal Code: _____

Telephone: _____

1. The Client hereby engages ABC Surveys Ltd., hereinafter called the "Surveyor" to provide its services at the date, place and occasion indicated below.

2. The Surveyor agrees to: (describe work to be done; place; and starting date)

3. The client hereby agrees to pay _____ on the date of completion to the Surveyor for truly and faithfully carrying out all the above mentioned terms and provisions.

All accounts are due upon and payable on notice of completion of the services and issuance of invoice by ABC Surveys Ltd. Interest of 2% per month will apply to accounts outstanding beyond 15 days.

I have read and agree to the terms and conditions of this agreement as stated above.

Signature of Client

Date

Surveyor's Representative

ABC SURVEYS LTD.

Professional Land Surveyors

JOB SHEET

DATE: _____ JOB NUMBER: _____ PLAN NUMBER: _____

LOCATION OF SURVEY: _____

CLIENT: _____

MAILING ADDRESS: _____

PHONE NUMBER: BUS: _____ HOME: _____

LAND OWNER/BUYER: _____

ADDRESS: _____

PHONE NUMBER: BUS: _____ HOME: _____

TYPE OF SURVEY:

SUBD RETRACEMENT SRPR TOPO SURVEY PLAN

DEED BK: _____

DOT ROAD MAP: _____

PG: _____

PARISH OF SAINT: _____

NO: _____

COUNTY: _____

PID NO: _____

MAP NO: _____

LAWYER: _____

JOB TO BE COMPLETED BY: _____

WAS IT SURVEYED BEFORE? _____

ANY EVIDENCE (WIRE FENCE, IRON BARS, ETC.):

QUOTE: \$ _____

ACREAGE: _____

SKETCH OR COMMENTS:

ABC SURVEYS LTD.

Professional Land Surveyors

CONFIRMATION LETTER

Mr. John Smith
321 That Street
Thistown, NB
G5H 19U

Dear Mr. Smith,

Thank you for calling our firm today and requesting our surveying services. According to the notes made by our Office Manager, you have requested _____

located at _____

Our survey will comply with survey standards as established by the Professional Land Surveyors Association. Please note that according to these standards, we will monument all corners not already marked and provide you with a plan and report at the completion of our survey.

After we complete a review of your property records at the registry office, a survey crew will be sent to your property, weather permitting, sometime between 8:00 am and 4:00 pm during the first week of _____. Regardless of the starting date, the survey will be completed by _____. As a courtesy to you and your neighbours, we will write, call, or visit your neighbours prior to surveying your property.

The estimated price for our services will be \$_____. Should unforeseen circumstances arise, we will not exceed this amount without first explaining the situation and obtaining your consent to continue.

If we have misstated or omitted any terms agreed upon or you have any comments, questions, or suggestions, do not hesitate to contact our office. As a service, we have enclosed a brochure prepared by The Association of New Brunswick Land Surveyors.

Sincerely,

ABC Surveys Ltd.

ABC SURVEYS LTD.

Professional Land Surveyors

LETTER OF ENGAGEMENT/LETTRE D'ENGAGEMENT

DATE:

FILE:

CLIENT:

ATTENTION:

ADDRESS:

PROJECT OUTLINE/BREVS DU PROJET:

ESTIMATE:	\$ _____ \$	DEVIS
FEES:	\$ _____ \$	FRAIS
DISBURSEMENTS:	\$ _____ \$	DEBOURSEMENTS
MATERIALS:	\$ _____ \$	MATERIAUX
TAXES (GST):	\$ _____ \$	TAXES (TPS)
TOTAL ESTIMATE:	\$ _____ \$	TOTAL DU DEVIS
MINIMUM DEPOSIT REQUIRED:	\$ _____ \$	DEPOT MINIMAL REQUIS

I authorize the above services to be performed and guarantee payment in full.

J'autorise les services sous mentionee et garantis paiement au complet.

Signature

Please sign and return one copy

Veillez apposer votre signature et nous retourner un copie

Failure to contact us will indicate your approval of the above mentioned

Faillite de nous contacter indiquera la ratification sous-mentionee

ABC SURVEYS LTD.
Professional Land Surveyors

WORK ORDER

Job No: _____ Map No: _____ P.I.D.'s: _____

Taken by: _____ Date: _____ Completion Date: _____ Closing Date: _____

Client/Solicitor: _____

Particulars/Notes: _____

Billing Particulars:

The invoice for these survey services will be paid by: _____

Terms: _____

The above is ABC Surveys Ltd. recollection of the survey ordered by the above named. Please make a copy of this for your records and return the signed copy to us. If your recollection of this contract is different than noted above, please mark up this copy, make a copy for your records and return it to us for revision and reissuing. GST is not included in any of the above prices and is to be added to the total of the invoice.

For ABC Surveys Ltd.

Client

ABC SURVEYS LTD.

Professional Land Surveyors

SURVEY CONTRACT

THIS AGREEMENT made this _____ day of _____ A.D. 20 ____
BETWEEN:

_____ *hereinafter call the "Client"*
-and- _____ *hereinafter called the "Surveyor"*

WHEREAS the Client desires the following surveying services to be performed and the Surveyor has agreed to perform such services subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the mutual promises hereinafter contained it is hereby agreed as follows:

1. The Surveyor shall perform the following services under this agreement:
2. The Client agrees to pay for the performance of the foregoing services at the following rate and in the following manner: _____

3. The Surveyor agrees to perform the services described in Paragraph 1 in conformity with the laws of British Columbia and in keeping with recognized surveying procedures.
4. The Client agrees to co-operate with the Surveyor in the performance of the work by providing information available to him with respect to the property proposed to be surveyed and hereby grants to the Surveyor the right to enter upon the lands of the Client for the purposes of performing the work.
5. If by reason of circumstances unforeseen at the time of entering into this Agreement, additional work not then contemplated becomes necessary, the Surveyor shall notify the Client.
6. If for any reason the Surveyor is unable to perform the work described herein, he shall be entitled to payment on the basis of the value of the work already performed to the owner, the value of such work to be assessed by the British Columbia Land Surveyor whose appointment to make such determination is agreed to by both parties herein. If the Client terminates the services of the Surveyor before completion of the work however, the Surveyor shall be entitled to compensation based upon the time basis for work performed should the contract be for a lump sum payment, such compensation shall be equal to the lump sum payment less the cost of completing the same, such determination to be made by a British Columbia Land Surveyor whose appointment to make such determination is agreed to by both parties herein. The Arbitration Act shall apply to this section.

7. The Surveyor shall provide the necessary equipment, instruments, papers and labour which may be necessary for the performance of the contract.
8. The Surveyor shall retain ownership to the originals of any plans and survey notes prepared by him.
9. The Surveyor shall not divulge any confidential information communicated to or acquired by him in the course of the carrying out of the services above-mentioned.
10. The Agreement shall ensure to the benefit of and be binding upon, the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals the day and year first above written, and the Parties hereto have hereunto affixed their (Corporate) Seals (by hands of their proper officers duly authorized in that behalf).

IN THE PRESENCE OF

Client

Witness

Surveyor

ABC SURVEYS LTD.

Professional Land Surveyors

CONTRACT FOR PROFESSIONAL SERVICES

SURVEYOR:

CLIENT:

Name

Company

Address

Telephone

The surveyor agrees to perform to normal standards of _____
Survey-Specifically: _____

The current owner of the area to be surveyed is, as furnished by the client:

Name

Telephone

Address

Source of Title

The client hereby agrees to grant or to obtain any and all necessary permissions and permits to allow surveyor, its agents or its employees to perform its work under the contract.

Scope of work and other requirements: _____

Client's anticipated schedule: _____

The Client and Surveyor agree:

1. Surveyor shall not be liable for damages resulting from the actions or inactions of governmental agencies, and surveyor shall only act as an advisor in all governmental relations.
2. In the event that client institutes a suit against surveyor because of any failure or an alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, client agrees to pay surveyor any and all costs of defense, including reasonable attorney's fees.

3. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this arrangement, then all litigation and collection expenses, witness fees, court costs, and attorneys fees shall be paid by the Client.
4. All original papers and documents, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the surveyor and may be used by surveyor without the consent of the client.
5. A late payment PENALTY of one and one-half percent (1-1/2%) per month, which is an annual rate of eighteen percent (18%) shall be applied to any unpaid balance, commencing thirty (30) days after the date of the original invoice.
6. In the event that any staking is destroyed by an act of God or parties other than the surveyor, the cost of restaking shall be paid by client as extra work, provided such work is authorized by the client.
7. In the event that all or any portion of the work prepared or partially prepared by the surveyor is suspended, abandoned, or terminated, the client shall pay the surveyor all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
8. The surveyor will perform the work to the Standards of Practice of the _____

The client to compensate the surveyor as follows: _____
 Lump Sum Price: _____
 Hourly per attached fee schedule dated: _____
 According to the following Table: _____
 Down Payment: _____
 Upon Completion: _____
 30 Days after Completion: _____
 TOTAL: _____

Contract offered this _____ day of _____, 19____ and open
 Until the _____ day of _____, 19_____.

Contract accepted this _____ day of _____, 19____.

 Client

ABC SURVEYS LTD.

Professional Land Surveyors

SUBDIVISION CONTRACT

SUBDIVISION CONTRACT ENGINEERING/SURVEYING CALL OUT CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN x and y

THIS IS AN AGREEMENT MADE AS OF _____, 20__ between

(OWNER):

and

(ENGINEER/SURVEYOR):

WHEREAS, the OWNER intends to _____

and desires to employ an engineering/surveying firm to prepare the surveys and plans and to assist the OWNER during the design phase of the project.

WHEREAS, the ENGINEER/SURVEYOR is capable of providing the required services and has Expressed a desire to do so.

NOW, THEREFORE, the OWNER and ENGINEER/SURVEYOR agree as set forth below:

ENGINEER/SURVEYOR shall provide the following basic services for the OWNER in Accordance with the terms and conditions of this Agreement:

ENGINEER/SURVEYOR and owner agree that it is anticipated and estimated that the work is to commence on or about _____ and be completed on or about _____.

As full and complete compensation for the work to be performed hereunder, according to the terms hereof, OWNER agrees to pay and ENGINEER/SURVEYOR agrees to accept payment as follows:

Compensation shall be in accordance with the rates shown in Exhibit "A" attached hereto and made a part of this Contract for those items necessary or required for the Performance of the Work specified.

Additional services may also be required of the ENGINEER/SURVEYOR during the bidding process and construction phases of the project and will also be governed by this Agreement.

SECTION 1 – BASIC SERVICES OF ENGINEER/SURVEYOR

1.1 General:

ENGINEER/SURVEYOR shall perform professional services as hereinafter stated which include customary civil and surveying services.

1.2 Survey Phase:

After written authorization to proceed with the Survey Phase, ENGINEER/SURVEYOR shall:

1.2.1 Prepare engineering/surveying documents consisting of final surveys and drawings.

1.3 Engineering Phase:

After authorization to proceed with the Design Phase, ENGINEER/SURVEYOR shall:

1.3.1 On the basis of the accepted survey documents, ENGINEER/SURVEYOR shall prepare final drawings to show the character and extent of the Project and Specifications.

1.3.2 Furnish ____ copies of the above documents and present and review them in person with OWNER.

SECTION 2 – OWNER RESPONSIBILITIES

OWNER shall:

- 2.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specification.
- 2.2 Make available to ENGINEER/SURVEYOR all information pertinent to the Project, including previous reports and any other data relative to survey and design of the Project.
- 2.3 Request OWNER to make all provisions for ENGINEER/SURVEYOR to enter upon public and private property as required to ENGINEER.SURVEYOR to perform services under this Agreement.
- 2.4 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered for this work. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER/SURVEYOR's services.
- 2.5 Give prompt written notice to ENGINEER/SURVEYOR whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER/SURVEYOR's services.

SECTION 3 – PERIOD OF SERVICE

- 3.1 The provisions of this Section 3 and the various rates of compensation for ENGINEER/SURVEYOR's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of this work. ENGINEER/SURVEYOR's obligation to render services hereunder shall extend for a period of one year from date of this contract and required extensions thereto.
- 3.2 If OWNER has requested significant modifications or changes in the scope of the work and ENGINEER/SURVEYOR agrees to perform such modifications or changes, the time of performance of the ENGINEER/SURVEYOR's services and the various rates of compensation provided for elsewhere in this Agreement shall be adjusted appropriately.

SECTION 4 – PAYMENTS TO ENGINEER/SURVEYOR

4.1 Methods of Payment for Services and Expenses:

- 4.1.1 For Basic Services, OWNER shall pay ENGINEER/SURVEYOR for service rates shown on Exhibit "A".
- 4.1.2 For Additional Services, OWNER shall pay ENGINEER/SURVEYOR for Additional Services rendered under Section 2 on an hourly chargeout rate as shown in Attachment "A", Rate Schedule.

4.2 Times of Payment:

ENGINEER/SURVEYOR shall submit monthly statements for all Services rendered. OWNER shall make monthly payments in response to ENGINEER/SURVEYOR's statements. However, full payment for the Basic Services shall be made to the ENGINEER/SURVEYOR within 30 days of the Final Drawings.

4.3 Other Provisions Concerning Payments:

If OWNER fails to make any payment due ENGINEER/SURVEYOR for services and expenses within sixty (60) days after receipt of ENGINEER/SURVEYOR statement therefore, ENGINEER/SURVEYOR may, after giving written notice to OWNER, suspend services under this Agreement until payment in full of all amounts due ENGINEER/SURVEYOR for services and expenses. ENGINEER/SURVEYOR may, at its option, also terminate service under this agreement in the event of a failure to comply with this paragraph.

SECTION 5 – GENERAL CONSIDERATIONS

5.1 Termination:

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

5.2 Reuse of Documents:

All documents including Drawings and Specifications prepared by ENGINEER/SURVEYOR pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER, or other on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER/SURVEYOR for the specific purpose intended will be at the re-user's sole risk and without liability or legal exposure to ENGINEER/SURVEYOR, and OWNER shall indemnify and hold harmless ENGINEER/SURVEYOR from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from OWNER's reuse without such adaptation or verification. Any such verification or adaptation will entitle ENGINEER/SURVEYOR to further compensation at rates to be agreed upon by OWNER and ENGINEER/SURVEYOR.

5.3 Successors and Assigns:

- 5.3.1 OWNER and ENGINEER/SURVEYOR each is hereby bound, and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 5.3.2 Neither OWNER nor ENGINEER/SURVEYOR shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER/SURVEYOR from employing such independent consultants, associates, and subcontractors as ENGINEERS/SURVEYORS may deem appropriate for assistance in the performance of services hereunder.
- 5.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER/SURVEYOR.

SECTION 6 – SPECIAL PROVISION, EXHIBITS AND SCHEDULES

6.1 This Agreement is subject to the following special provisions:

6.1.1. _____

6.1.2. _____

6.1.3 This Agreement (consisting of Pages ____ to ____ inclusive) together with the Attachments identified above constitute the entire agreement between OWNER and ENGINEER/SURVEYOR and supersede all prior written or oral understandings. This Agreement and said Attachments and Schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Engineer/Surveyor

Witness

Owner

Witness

ABC SURVEYS LTD.

Professional Land Surveyors

Proposal Acceptance and Notice to Proceed

Project Name: _____

Project Location: _____

Proposal Number and Date: _____

Description of Services: _____

FOR PAYMENT OF CHARGES

Submit Invoices to:

Firm: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Attention: _____ Title: _____ Phone: _____

Purchase Order Number (if applicable): _____

ACCEPTANCE AND AUTHORIZATION TO PROCEED

Having reviewed the proposal by ABC SURVEYS LTD., including the statement of General Provisions which is a part thereof, acceptance of the proposal is hereby confirmed.

ABC Surveys Ltd. is authorized to proceed with the work.

Accepted this _____ day of _____, 19 ____.

By: _____
(Printed Name and Signature of Authorized Representative)

Firm: _____

ABC SURVEYS LTD.

Professional Land Surveyors

ESTIMATE SHEET

CLIENT: _____ FILE NO: _____

1. FIELD

SURVEY CREW			
TWO PERSON CREW	_____ HRS @ \$_____	\$_____	
THREE PERSON CREW	_____ HRS @ \$_____	\$_____	
VEHICLES	_____ KMS @ \$_____	\$_____	
	_____ HRS @ \$_____	\$_____	
CHAINSAW	_____ HRS @ \$_____	\$_____	
RADIOS	_____ HRS @ \$_____	\$_____	
TOTAL STATION	_____ HRS @ \$_____	\$_____	
SURVEY MARKERS	_____ @ \$_____	\$_____	
CONSUMABLES	_____ @ \$/JOB	\$_____	

2. RESEARCH & CONSULTATION

LAND SURVEYOR	_____ HRS @ \$_____	\$_____	
RESEARCH	_____ HRS @ \$_____	\$_____	
LAND OFFICE	_____ @ \$_____	\$_____	
PHOTOCOPIES	_____ @ \$_____	\$_____	
MAPS & PLANS	_____ @ \$_____	\$_____	

3. CALCULATIONS

CALCULATOR	_____ HRS @ \$_____	\$_____	
------------	---------------------	---------	--

4. PLOTTING & DRAFTING

CAD OPERATOR	_____ HRS @ \$_____	\$_____	
PRINTING	_____ HRS @ \$_____	\$_____	
PAPER PLOTS	_____ @ \$_____	\$_____	
MYLAR PLOTS	_____ @ \$_____	\$_____	
PAPER PRINTS	_____ @ \$_____	\$_____	
DYLAR (SEPIA)	_____ @ \$_____	\$_____	
LINEN	_____ @ \$_____	\$_____	

5. MISCELLANEOUS

TELEPHONE	_____ @ \$_____	\$_____	
FAX	_____ @ \$_____	\$_____	
DELIVERY & POSTAGE		\$_____	
CLERICAL & ADMINISTRATIVE	_____ HRS @ \$_____	\$_____	

TOTAL \$_____

ABC SURVEYS LTD.

Professional Land Surveyors

COST ESTIMATE FORM

Our File:

Your File:

RE: _____

Surveyor (Principal) = _____ hours/day @ \$_____ = \$_____

Surveyor (Supervisor) = _____ hours/day @ \$_____ = \$_____

FIELD COSTS

Surveyor = _____ hours/day @ \$_____ = \$_____

Party Chief = _____ hours/day @ \$_____ = \$_____

Technologists = _____ hours/day @ \$_____ = \$_____

Other = _____ hours/day @ \$_____ = \$_____

OR

_____ person field crew = _____ hours/day @ \$_____ = \$_____

_____ person field crew = _____ hours/day @ \$_____ = \$_____

+

Laborers = _____ hours/day @ \$_____ = \$_____

TOTAL FIELD COSTS = \$_____

OFFICE COSTS:

Surveyor = _____ hours/day @ \$_____ = \$_____

AutoCAD/Operator = _____ hours/day @ \$_____ = \$_____

Technologist = _____ hours/day @ \$_____ = \$_____

Plotter Time = _____ hours/day @ \$_____ = \$_____

Computer Time = _____ hours/day @ \$_____ = \$_____

Clerical/Administration = _____ hours/day @ \$_____ = \$_____

Other = _____ hours/day @ \$_____ = \$_____

TOTAL OFFICE COSTS = \$_____

THE TOTAL ESTIMATED COSTS OF THIS PROJECT IS: \$_____

ABC SURVEYS LTD.

Professional Land Surveyors

SAMPLE LICENSE AGREEMENT FOR DIGITAL DATA

THIS AGREEMENT made this _____ day of _____, 1994

BETWEEN

ABC Surveys Ltd.

- and -

(herein after called the licensee)

In consideration of the provisions, premises and covenants therein, the parties hereby agree as follows:

ABC Surveys Ltd. shall supply professional services to the licensee for the preparation of

_____ and provision of information in digital form, for the lands described as follows: _____

_____ and does hereby grant a licence to the licensee to use the data for its own purposes in connection with: *(insert nature of use agreed upon such as expansion of plant site)* _____

CONDITIONS OF SALE

1. All data will be supplied to the licensee in a format to be compatible with the licensee's computer system.
2. The data is provided for use by the licensee, its employees and agents, as required for the purpose(s) listed above, and the data will not be released, published, or otherwise transferred to other parties, nor used for other purposes, without the written consent of ABC Surveys Ltd.
3. ABC Surveys Ltd. provided this information in good faith but provides no warranty, nor accepts any liability arising from any incorrect, incomplete, or misleading information. Some of the data may be provided from other sources such as municipal government and utility company records, and should be treated as approximate only and should be verified with the respective agency prior to reliance thereon. Prior to any construction in the vicinity of underground utilities, the licensee should contact the appropriate agency for verification of the utility location on the ground.
4. In view of the dated nature of this data, it is the responsibility of the licensee to confirm that no additional infrastructure has been installed or revision made to existing infrastructure, during the period which the data is being used.
5. The licensee shall indemnify and save harmless ABC Surveys Ltd. from and against all losses and claims, demands, actions, payments and suits recovered against ABC Surveys Ltd. by reason of any act or omission on the part of the licensee, its agents or employees arising out of any use of the data by the third parties.
6. All data licensed to the licensee is subject to copyright and said copyright remains the property of ABC Surveys Ltd.

We the undersigned do hereby acknowledge the terms and conditions of this agreement as stated above.

ABC Surveys Ltd.

Licensee

R.K. ENGINEERING LTD.

Consulting and Structural Engineering

ABC Surveys Ltd.
222 1st Avenue
Anycity, Saskatchewan
S0S 0S0

Dear Sir:

As requested, we are forwarding AutoCAD files for structural foundation drawing S2-1 and Skate Change Building located on drawing S7-4. As discussed, these files have been created from Microstation Version 5.0 via Microstation's DGN to AutoCAD DWG translation capabilities. Although these translations are relatively accurate, we assume no responsibility for discrepancies which may result due to incompatibilities between CAD software. R.K. Engineering Ltd. claims copyright to this material and makes it available subject to the following conditions:

1. This material is made available to assist with building layout for this project and shall not be used for any other purposes.
2. Provision of this material shall not relieve the Surveyor of his contractual obligations. Our title blocks, professional seals and information unrelated to building layout have been removed from the electronic drawing files. The contractor shall affix his own titles and/or professional seals to any drawings submitted for shop drawings or as built.
3. This information have been provided on diskette as a matter of convenience and shall be used as though it were provided as conventional hard copy. Should there be any discrepancy between the Contract Documents and the information contained on this diskette, the Contract Documents shall govern.
4. These drawing files shall not be scaled electronically or manually.

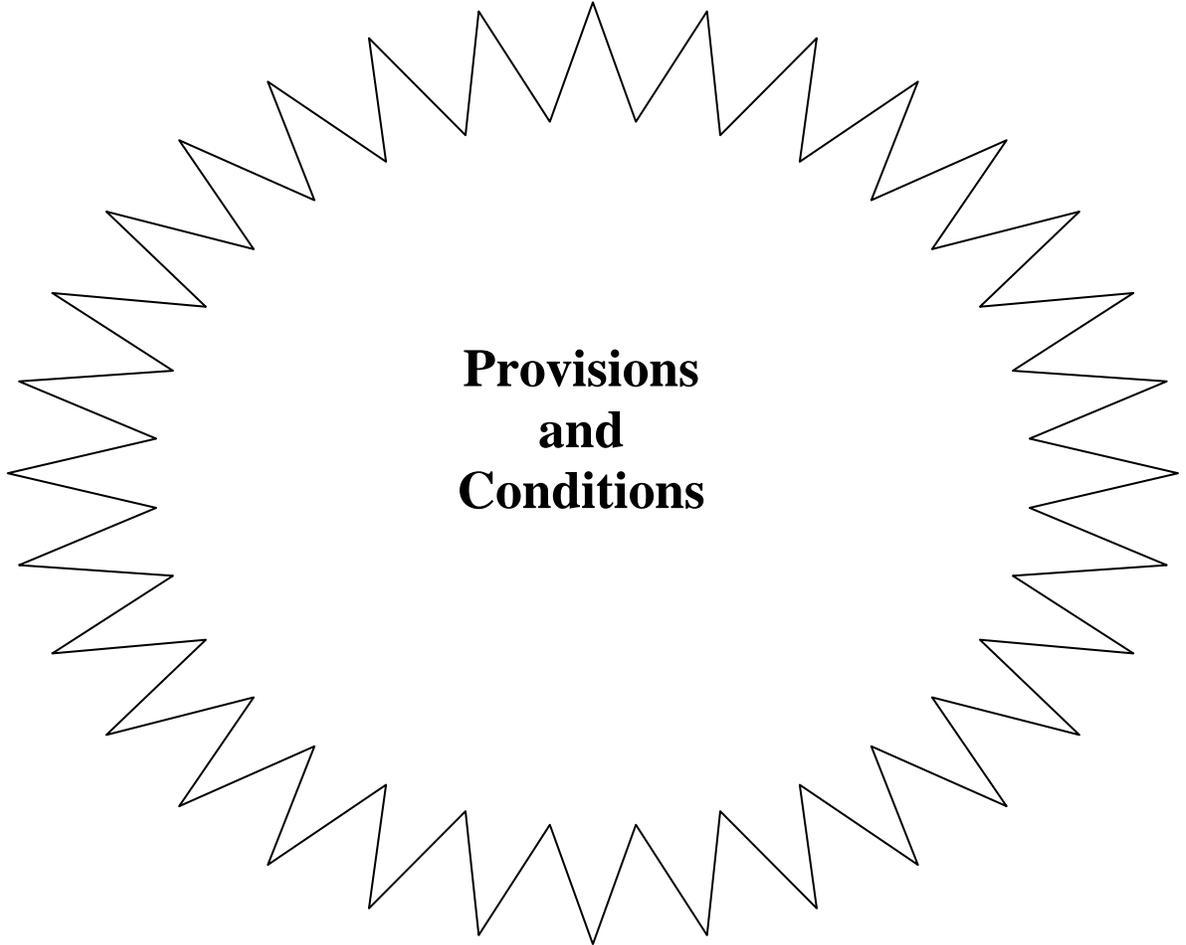
Please confirm your acceptance of these conditions by signing, dating and returning a copy of this letter. Thank you.

Yours truly,

R.K. ENGINEERING LTD.

Accepted by: _____ Date: _____

NOTES



**Provisions
and
Conditions**

Provisions and Conditions

These provisions and conditions are provided as examples that can be used with the sample forms in the previous section. In designing a contract, one or more of the following can be used as an integral part of the contract or attached as a separate sheet. These examples are suggestions and can be modified to suit a particular need.

The client and surveyor agree that the following provisions shall be part of their agreement:

1.0 PUBLIC AND PROFESSIONAL LIABILITY

- 1.1 ABC Surveys Ltd. represents and warrants that it and its agents and employees are protected by Workmen's Compensation Insurance; and that ABC Surveys Ltd. has coverage under Professional Liability and Public Liability Insurance policies. Certificates for all such policies of insurance shall be provided to the owner upon written request.
- 1.2 Within the limits and conditions of such insurance, ABC Surveys Ltd. agrees to indemnify and save the owner harmless against any loss, damages or liability arising from any negligent acts by ABC Surveys Ltd., its agents and employees.
- 1.3 ABC Surveys Ltd. shall not be responsible for any loss, damage or liability beyond the maximum coverage provided by such insurance.
- 1.4 Surveyor has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless surveyor is responsible for such early termination, client agrees to release surveyor from all liability for work performed.
- 1.5 Surveyor shall not be liable for damages resulting from the actions or inactions of governmental agencies, and surveyor shall only act as an advisor in all governmental relations.

2.0 PERFORMANCE AND DUTIES

- 2.1 Owner recognizes that ABC Surveys Ltd. services require decisions which are not based upon pure science but rather upon judgmental considerations, including the economic feasibility of alternative designs.
- 2.2 ABC Surveys Ltd. shall perform its services in accordance with generally accepted practices. Services are rendered without any other warranty, expressed or implied and ABC Surveys Ltd. shall be responsible for its own negligence.
- 2.3 Surveyor shall not be liable for any and all damages or any and all costs due to its delays in performance including, but not limited to, damages or costs resulting from both excusable and inexcusable delays in performance by contractors.
- 2.4 The surveyor is not responsible for delay or damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God; or the failure of the client to furnish timely information or to approve or disapprove surveyor's

- work promptly; or delay or faulty performances by client, other contractors or governmental agencies, or any other delays beyond surveyor's control.
- 2.5 Surveyors shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedication, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits, and surveyor shall only act as an advisor in all governmental relations.
 - 2.6 Surveyor makes no warranty, either express or implied, as to his or her findings, recommendations, specifications or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
 - 2.7 In the event that any staking is destroyed by an act of God or parties other than surveyor, the cost of restaking shall be paid by client as extra work.
 - 2.8 The client certifies that all relevant title documents have been provided, and that the boundaries of the subject property are not in dispute.
 - 2.9 The estimate quoted is based on information provided by the client and may vary should unforeseen title or boundary problems occur.
 - 2.10 The surveyor makes no representation concerning the estimated quantities and measurements made in connections with maps, plans, specifications or drawings other than those completed directly by the surveyor.
 - 2.11 There are no understandings or agreements except as herein expressly stated.
 - 2.12 The terms and provisions of this agreement shall not be construed to alter, waive or affect any lien or stop notice which the surveyor may have for the performance of services under this agreement.
 - 2.13 The surveyor agrees to perform the services described in Paragraph (insert paragraph number) in conformity with the laws of (name of province) and in keeping with recognized surveying procedures.
 - 2.14 The client agrees to co-operate with the surveyor in the performance of the work by providing information available to him with respect to the property proposed to be surveyed and hereby grants to the surveyor the right to enter upon the lands of the client for the purposes of performing the work.
 - 2.15 If by reason of circumstances unforeseen at the time of entering into this agreement, additional work not then contemplated becomes necessary, the surveyor shall notify the client.
 - 2.16 The surveyor shall provide the necessary equipment, instruments, papers and labour which may be necessary for the performance of the contract.
 - 2.17 The surveyor shall not divulge any confidential information communicated to or acquired by him or her in the course of the carrying out of the services above-mentioned.

3.0 COSTS & COMPENSATION

- 3.1 All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
- 3.2 In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labour agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.
- 3.3 The client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, engineering fees, soil testing fees, aerial photography fees, and all other fees, permits, bond premiums, total company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
- 3.4 Estimates do not include taxes and disbursements.
- 3.5 In the event that any staking is destroyed by an act of God or parties other than the surveyor, the cost of restaking shall be paid by the client as extra work, provided such work is authorized by client.
- 3.6 Invoices will be issued monthly for services rendered and expenses to be reimbursed, payable upon receipt.
- 3.7 A late payment finance charge of 2% per month, which is an annual rate of 24% shall be applied to any unpaid balance commencing 30 days after the date of the original invoice.
- 3.8 In the event all or any portion of the work prepared or partially prepared by the surveyor be suspended, abandoned or terminated, the client shall pay the surveyor for all fees, charges and services provided for the project not to exceed any contract limit specified herein.
- 3.9 In the event of litigation, client agrees to pay to surveyor interest on all past due balances at the rate of 24% per annum.
- 3.10 In the event the client fails to pay the surveyor within 30 days after invoices are rendered, fails to provide adequate site access to surveyor, or in the event surveyor finds conditions affecting its performance significantly different than originally contemplated, the client agrees that surveyor shall have the right to consider that in the event of a total breach of this agreement and upon written notice, the duties, obligations and responsibilities of the surveyor under this agreement are terminated. In such event, client shall then promptly pay the surveyor for all of the fees, charges and services provided by the surveyor.
- 3.11 All accounts are due upon the receipt of invoice. Interest of 24% per annum is charged on overdue accounts. Plans and information will be withheld until accounts are paid in full.

- 3.12 Work will commence only upon receipt of the retainer.
- 3.13 In the event that client institutes a suit against surveyor because of any failure or an alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, client agrees to pay surveyor any and all costs of defence, including reasonable attorney's fees.
- 3.14 Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys fees shall be paid by the client.
- 3.15 In the event that all or any portion of the work prepared or partially prepared by the surveyor is suspended, abandoned, or terminated, the client shall pay the surveyor all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
- 3.16 In the event that client institutes a suit against surveyor because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for surveyor, client agrees to pay surveyor any and all costs of defence, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defence which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of the surveyor.
- 3.17 If for any reason, the surveyors is unable to perform the work described herein he or she shall be entitled to payment on the basis of the value of the work already performed to the owner, the value of such work to be assessed by a (insert jurisdiction of L.S.) Land Surveyor whose appointment to make such determination is agreed by both parties herein. If the client terminates the services of the surveyor before complete of the work however, the surveyor shall be entitled to compensation based upon the time basis for work performed should be contract be for a lump sum payment, such compensation shall be equal to the lump sum payment less the cost of completing the same, such determination to be made by a (insert jurisdiction of L.S.) Land Surveyor whose appointment to make such determination is agreed to by both parties herein. The Arbitration Act shall apply to this section.

4.0 USE OF DOCUMENTS

- 4.1 All documents, including drawings and specifications prepared by ABC Surveys Ltd. pursuant to this document are instruments of service in respect to the project. There are not intended or represented to be suitable for re-use by owner or others on extensions of the project or on any other project.
- 4.2 Any re-use without written verification or adaptation by the client for the specific purposes not intended will be at the owner's sole risk and without liability or legal exposure to ABC Surveys ltd. and owner shall indemnify and hold harmless AGC Surveys Ltd. from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation

will entitle ABC Surveys Ltd. to further compensation at rates to be agreed upon by the client and ABC Surveys Ltd.

- 4.3 The copyright of all documents remains with the surveyor of record. They are prepared solely for the use of the individual or entities noted in the contract (title). Any unauthorized copying or distribution is strictly prohibited and is in violation of the copyright laws of Canada.
- 4.4 All original paper and documents, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the surveyor and may be used by surveyor without the consent of the client.

5.0 TERMINATION

- 5.1 The obligation to provide further services under this document may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 5.2 In the event of any termination, ABC Surveys Ltd. shall be paid for all services rendered to the date of termination, all expenses eligible for reimbursement and termination expenses.
- 5.3 In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
- 5.4 If for any reason the job is cancelled, the client will be invoiced for the portion of the work completed.
- 5.5 A job will no be considered cancelled unless written notification is received.

6.0 SUCCESSORS AND ASSIGNS

- 6.1 The client and ABC Surveys Ltd. each binds him or herself and his or her partners, successors, executors, administrators, assigns and legal representatives to the other party and to the partners and to the partners successors, executors, administrators, assign and legal representatives of such other party, in respect to all covenants, agreements and obligations of this document.
- 6.2 Neither client nor ABC Surveys Ltd. shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this document without the written consent of the other except as stated in paragraph (state which paragraph) and except to the extent that the effect of this limitation may be restricted by law.
- 6.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this document.

- 6.4 Nothing contained in this contract shall prevent ABC Surveys Ltd. from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist in the performance of services hereunder.
- 6.5 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the client and ABC Surveys Ltd.
- 6.6 Neither the client nor the surveyor shall assign his or her interest in this agreement without the written consent of the other.

7.0 OTHER

- 7.1 This document shall be governed by the laws of the province of (insert name of province).
- 7.2 The client binds him or herself personally, his or her partners, successors, executors, administrators and assigns to the surveyor to this agreement in respect all of the terms and conditions of this agreement.
- 7.3 This agreement shall endure to the benefit of and be binding upon the parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.