



CONISTON SPLASHPAD LETTER OF COMMITMENT

It is the intention of Felix Lopes to work as constructor on the procurement and installation of a splashpad in Coniston, with an expected completion date of summer 2018. The splashpad will follow the design parameters and mechanical requirements established by CGS from previous installations throughout the City; It is understood by Felix Lopes that the dollar value of those previous installations range from \$225-350K. The play value represented by that financial investment will be matched at the proposed Coniston splashpad location.

Further, Felix Lopes reserves the right to name the Splashpad the "Adelie splashpad" after members of his family.

Indemnity Clause

- (1) Felix Lopes shall indemnify and save harmless the City, its officers, employees or agents from and against any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever resulting from or connected with the Project to the Extent that they are caused by:
 - (a) negligent acts, errors or omissions of the Constructor, its officers, employees or agents in providing services on the Project;
 - (b) failure of the Constructor, its officers, employees or agents to comply in material respects with federal, provincial, and local laws and regulations applicable to services undertaken by the Consultant hereunder;
 - (c) breach of this Agreement by the Constructor, its officers, employees or agents; or
 - (d) a wilful misconduct on the part of the Constructor, its officers, employees or agents.
- (2) Without limiting the generality of the foregoing, the Constructor shall also indemnify and save harmless the City from and against all actions, claims and demands whatsoever which may be brought against or made upon the City for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of information of any kind whatsoever furnished by the Constructor in the performance of this Agreement

1/17/18