



REQUEST FOR PROPOSAL (the “RFP”)

CONSULTING SERVICES EXEMPT STAFF SALARY AND BENEFITS REVIEW

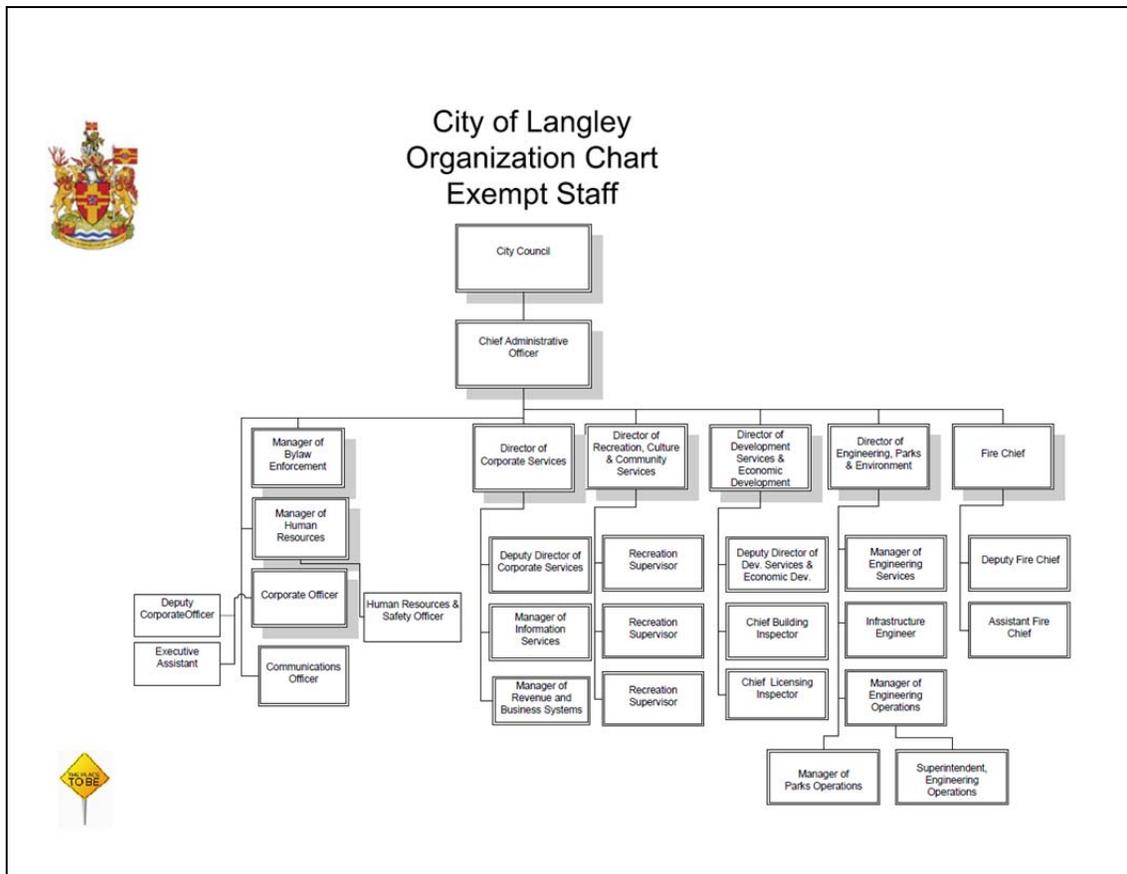
1. INTRODUCTION

The City of Langley (City), a community of 26,000 people positioned in a rapidly growing area, is widely known as an award winning City. Strategically located in Metro Vancouver, it has a vibrant community spirit and an inspiring vision of being “The Place To Be” now and in the future.

The City is governed by a Mayor and six (6) Councillors. The organization is led by the Chief Administrative Officer (CAO) who oversees the overall administration of the corporate body (business units/operations) of the City, its officers and employees. The organization is comprised of five departments and each department is headed by a Director. The CAO, the Directors and the Manager of Human Resources form the Senior Management Team (SMT) and together provide overall corporate leadership to the organization.

The City has approximately 55 regular full-time employees; of that number 26 are Exempt Staff and 20 are firefighters. The City also has approximately 9 regular part-time employees, 2 temporary full-time employees, 20 paid on call firefighters and approximately 44 casual employees. The 2017 financial plan includes \$44.4 million in operating expenditures and a further \$21.8 million in capital expenditures. The City’s staff wages make up about \$12.7 million in our operating budget.

Organizational Chart



2. BACKGROUND

The last salary and benefits review for Exempt staff was conducted in 2010 by Metro Vancouver's Labour Relations Department. The review was based on data collected on similar jobs in the lower mainland municipalities supplemented by salary survey data.

3. PROJECT OBJECTIVES

The City of Langley is seeking proposals for professional services to conduct a comprehensive salary review using an objective evaluation process/methodology to review the current pay levels for all Exempt staff. Additionally, the City is seeking an objective comparison of its benefits package with those offered in the same market identified in the pay analysis.

The review will aid the City in attracting and retaining well qualified staff and maintaining competitive compensation practices with those of comparable municipalities.

4. SCOPE OF WORK

To fulfill the Project Objectives, the successful Proponent will perform the following (but not limited to the following) tasks:

Salary Review

1. Review job descriptions and conduct any necessary staff/management interviews to gain a solid understanding of the roles and responsibilities of each position.
2. Conduct a job evaluation, compensation review and pay grade study for all Exempt positions that creates a more systematic and equitable classification structure.
3. Identify and define appropriate external labour market comparables considering size, population, economic climate, proximity, etc.
4. Conduct, tabulate, analyze and summarize a survey of identified (benchmark) positions against appropriate comparators.
5. Recommend a compensation pay structure including salary ranges for each job classification that defines the number of pay steps or minimum/maximum for each range for all regular full-time exempt positions.
6. Complete internal salary relationship analysis including the development of appropriate internal relationship guidelines to ensure internal equity.
7. Recommend and describe in detail methodologies to be utilized for the ongoing maintenance of the classification and compensation system.

Benefits Review

1. Conduct a review of the benefits package provided to Exempt staff in the City in comparison to appropriate comparator organizations.
2. Identify areas of shortfall or generous components of the current benefits package that warrant review.

The successful Proponent will be required to present the recommendations and findings to the CAO, Exempt staff and City Council.

4. REPORTS

The City will provide:

1. A list of all Exempt positions and the job descriptions.
2. 2010 Metro Vancouver Labour Relations Department's Salary Review of Exempt Staff Positions.
3. Current salary range for each Exempt position.

5. SUBMISSION DETAILS

a) Eligible Proponents

The City is seeking proposals from proponents who have the resources and skills to successfully deliver the Project.

b) Submission Method

The City requires that proposals be submitted in electronic (unalterable pdf) format only. To submit a proposal electronically, e-mail the submission to **Francis Cheung, Chief Administrative Officer (fcheung@langleycity.ca)**. To assist the City with electronic submissions, proponents are requested to make their submissions at least **thirty (30) minutes** prior to the official closing date time below, in order that an e-mail notification of receipt can be sent to the proponent prior to the official closing date and time. The City cannot guarantee that a receipt of submission e-mail will be sent to proponents who submit electronically less than thirty (30) minutes prior to the official closing date and time.

The name and address of the proponent should appear on the cover email, and the cover e-mail should include the Request for Proposal (RFP) title, closing date and closing time.

RFP TITLE:	Consulting Services – Exempt Staff Salary and Benefits Review
CLOSING DATE:	March 31, 2017
CLOSING TIME:	2:00 pm (Pacific)

The City will **NOT** accept submissions received by facsimile, courier or paper. Submissions received after the above closing date and time will not be accepted. The successful proponent will be required to submit a hard copy of its proposal for record keeping purposes.

c) Reservation of Rights

The City reserves the right to waive informalities in proposals and the right to accept the proposal that the City deems most favourable in the interests of the City. Furthermore, the City reserves the right to negotiate with any Proponent at its sole and absolute discretion.

The City reserves the right to amend the terms of this RFP at any time by addenda. The City also reserves the right, at any time, in its sole discretion, to amend the selection process described in this RFP. The City further reserves the right to cancel this RFP at any time.

The City reserves the right, in its sole and absolute discretion, to reject any or all proposals. The City further reserves the right to re-issue this RFP or any other request for proposal(s) for the same or similar project at any time.

d) Right Not to Award and Re-issue RFP

This RFP is not an agreement to purchase goods or services. The City is not obliged to select a successful Proponent or to award or to enter into an agreement with any Proponent.

e) Revisions to Proposals by Proponents

Proponents may revise their proposals provided that any revision is in writing and emailed to the email address identified above in paragraph (b) prior to the closing date and time. Each Proponent assumes all responsibility for the timely and effective delivery of any revision. The City shall not assume any responsibility for timely receipt of any revision. Each revision should be numbered sequentially and clearly identify the item(s) being amended. Unless the Proponent stipulates to the contrary, each revision will nullify and replace any and all previously numbered revisions to the identified item(s).

f) Withdrawal of Proposals by Proponents

A Proponent may withdraw its proposal by written notice only, provided such notice is received at the Office of the Chief Administrative Officer prior to the closing date and time for receiving proposals and, in the City's sole discretion, such notice clearly and unequivocally states the Proponent's intention to withdraw.

g) Proposals are Irrevocable

Proposals shall be irrevocable and remain open for acceptance for thirty (30) days following the submission closing date and time, regardless of whether another proposal has been accepted.

h) Confidentiality

All proposals submitted to the City become the property of the City and will remain confidential, subject to the *Freedom of Information and Privacy Act*. The City may make the names of the Proponents public. Proponents may not make any public comment or carry out any activities to publicly promote their proposal or interest in the Project.

i) Addenda

Any interpretation of, additions to, deletions from, or any other corrections to this RFP will be issued as written addenda by the City. The City makes no guarantee, warranty or representation as to timely delivery of any addenda.

j) Complete RFP

It is the sole responsibility of the potential Proponents to check with the Office of the Chief Administrative Officer to ensure that all available information (including all addenda) has been received prior to submitting a proposal. By delivery of a proposal, the Proponent is deemed to have received, accepted, read, and understood the entire RFP including any and all addenda.

k) Form of Acceptance of Successful Proponent

A written notice of award is the only valid form of acceptance by the City of the proposal of the successful Proponent.

6. PROPOSAL SCHEDULE

The anticipated schedule for the RFP timeline is as follows:

Task	Date
Issue RFP	March 7, 2017
RFP Closing Date	March 31, 2017
Award of Contract	April 2017

The City reserves the right, in its sole discretion, to alter the dates shown above as deems necessary.

7. PROPOSED BUDGET

The anticipated project budget shall not exceed \$25,000 (inclusive of taxes and disbursements).

8. INQUIRIES

Requests for clarification of terms and conditions of the proposal process and technical issues should be directed, via e-mail to:

Francis Cheung, P. Eng.
Chief Administrative Officer
City of Langley
E-mail: fcheung@langleycity.ca

The City shall not be responsible for any information given by way of verbal communication. Information obtained from any source other than the Chief Administrative Office is not official, will not be binding on the City, and must not be relied upon or otherwise used in any way for any purpose whatsoever.

Any questions that are received by the City that amend the RFP or RFP process will be issued as addenda by the City. Other requests for clarification from Proponents whom the City determines do not amend the RFP or the RFP process will be considered up to and including the RFP Closing Date. The City will attempt to respond to questions no later than RFP Closing Date.

9. RIGHTS RESERVED BY THE CITY

a) Proponent Expenses

Proponents are solely responsible for their own costs and expenses in preparing a proposal and for any subsequent processes or negotiations with the City. The City is not liable for any costs incurred by Proponents in the preparation of their responses to this RFP or any additional interviews. Furthermore, the City shall not be responsible for any liabilities, costs, losses or damages incurred, sustained, or suffered by any interested party or Proponent, prior or subsequent to, or by reason of the acceptance or non-acceptance by the City of, any proposal, or by reason of any delay in the acceptance of any proposal.

The City reserves the right to request that Proponents provide additional information and address specific requirements not accurately or adequately covered in their initial submissions.

The City reserves the right to modify any and all requirements stated in this RFP at any time prior to the awarding of a contract.

b) No Lobbying

Proponents must not contact, directly or indirectly, with respect to this Project: any member of the City staff, other than the Chief Administrative Officer in accordance

with this RFP (by email), or any member of City Council. Failure to comply with this requirement may, in the sole discretion of the City, lead to disqualification.

c) Non-Collusion

Proponents must not discuss or communicate, directly or indirectly, with any member of another proponent about the preparation of their proposal(s). No Proponent may have any interest whatsoever in the proposal of any other Proponent. Each Proponent must ensure that its participation in this RFP is conducted without collusion. If the City determines, in its sole discretion, that collusion has occurred, the City may, in its sole discretion, disqualify the proposal or terminate the awarded contract.

d) Limitation of Damages

Each Proponent, by submitting a proposal, irrevocably agrees that, if the City cancels this RFP or rejects all proposals, the Proponent shall not claim, and the City will not be liable to the Proponent or any person, in contract, tort, or otherwise, for any costs, expenses, damages or anything whatsoever including, without limitation, loss of revenue, opportunity, or anticipated profit in connection with this RFP.

In no event will the City be liable to any Proponent in contract, tort, or otherwise, for costs, expenses, claims, compensation, damages, or anything whatsoever in excess of an amount equivalent to the actual and reasonable costs directly incurred by the Proponent in preparing its proposal.

e) Dispute Resolution

Each Proponent, by submitting a proposal, irrevocably agrees that the Proponent shall, within fourteen (14) days of any dispute arising in connection with this RFP, submit written notice to the Chief Administrative Officer of such dispute. All disputes not resolved through negotiation with the City within 21 days of the date of written notice to the Chief Administrative Officer will be referred to and finally resolved through binding arbitration in accordance with the *Commercial Arbitration Act*.

10. PROPOSAL SUBMISSION

Proposals will be assessed according to how well the Proponents assure the City of success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the Proponent's expertise and competence.

All Proponents should provide the following information with their submissions, in the order that follows:

Section 1: Overview

Provide:

- A description of the Proponent's understanding of the full scope of the project objectives/outcomes and vision, and how these will be achieved.
- A narrative demonstrating the Proponent's understanding of the full scope of services.
- Confirmation that the Proponent's services will respond to the required scope of services identified in this RFP.

Section 2: Work Program

Provide:

- A detailed project methodology explaining each task of the Project.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City.
- A complete definition of the process that will be employed to meet the objectives of this Project (i.e., approach to be taken, feasibility study, etc.).
- A description of the methods to be employed to perform and coordinate the work and to control the scope, quality, schedule and cost of the Project;
- An itemized work program grouped by items of work (tasks) envisioned by the Proponent, with a description of each task. Activities in this section should be carried forward into a work schedule and/or Gant chart depicting the sequence and duration of each task;
- A clear and thorough description of all assumptions made;
- A brief description of special challenges or considerations foreseen by the Proponent and proposed solutions for each; and
- A brief description of the requirements for City's staff assistance and support in terms of communication, measurement, data collection, etc.
- A description of all assumptions underlying their proposal in terms of the amount of project management and other project resources that the Proponent would require from the City's staff in the performance of its services pursuant to their proposal, including the following:
 - A detailed list of all activities that the City is expected to undertake; and
 - A detailed list of all data and information required from the City for the Proponent to undertake the scope of services.

Section 3: Organization

Provide The Proponent Organization's:

- Description of firm and the type of services offered
- Ownership
- Organization and management structure

Experience:

- Provide a table of comparable projects previously undertaken. Include in the table at least the following information:

Project Name
Client Name
Project Description
Project Value
Client Reference (name, title and phone number)

- Demonstration of capability and experience of the project management firm in providing service to comparable projects.

Section 4: Price Proposal

Provide:

- A price proposal as described in this RFP.
- A schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this Project.
- A price methodology complete with a time allotment for each identified task to carry out the work. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- Disbursements are to be presented as a lump sum cost. However, charges to the City are to be based on actual disbursement costs incurred by the Proponent during the Project.
- A charge-out rate list for all Proponent staff.

11. FEE STRUCTURE

The proponent should specify in the proposal the fees required to satisfy the terms of reference for the Project, the work plan, and methodology. The proponent should clearly identify and detail all costs separately. As well, the various stages of the work plan should be costed, with taxes and disbursements clearly identified. The fee structure should be based on milestones and deliverables to the City over the duration of the contract period.

12. PROPOSAL FORMAT

Proponents are all asked to respond in a similar manner. The following format and sequence should be followed in order to provide consistency in Proponent response

and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered and sections should be in the following order.

- a) Title Page – including the RFP title and number, Proponent’s name and address, telephone number, fax number, email address and contract representative.
- b) One page letter of introduction signed by the person or persons authorized to sign on behalf of the Proponent which will bind the Proponent to statements made in the proposal.
- c) Table of Contents including page numbers.
- d) An Executive Summary of the key features of the proposal.
- e) The body of the proposal, including pricing, i.e. the “Proponent’s Response”.
- f) Additional information that a Proponent may choose to provide.

13. DOCUMENTS OF THE SUCCESSFUL PROPONENT

The successful Proponent will be required to provide all documents related to the Project to the City in hard copy and in electronic format.

14. EVALUATION OF PROPOSALS

The contract award will be based on the professional qualifications (Project Manager and Team Composition – Experience and Qualifications of those staff to be assigned), Company Experience Relevant to this Project, Understanding of Project Objectives/Outcomes and Vision, Reasonable Level of Effort, Work Plan, Methodology and Schedule, Price and Quality of Proposal. The proposal submission should be clear, concise, and complete. (See Schedule A: Evaluation Criteria).

The City shall be the sole judge of a proposal and its decision shall be final. Proposals will be reviewed and evaluated by a selection committee comprised of City staff. During the evaluation process any or all of the proponents may be invited to give written or oral presentations and/or participate in interviews with the evaluation committee.

Incomplete Proposals

Incomplete proposals are subject to disqualification at the sole discretion of the City; however, if any proposal is obscure, contains a defect, omits to provide information, or fails in some way to comply with any term of this RFP that, in the sole discretion of the City, is not material, then the City may waive the effect of this provision and accept the proposal as submitted. Further the City may request that the Proponent clarify or rectify any obscurity, defect, omission, or non-compliance. The City shall not be bound by industry custom or practice in the exercise of its discretion.

Clarification of Proposals

After the closing date and time, the City may, in its sole discretion, enter into separate and confidential discussion with individual Proponents in order to seek clarification or rectification of proposals. The City has no obligation whatsoever to have such discussion with all Proponents or to provide any and all Proponents with the same questions or opportunities to rectify.

15. INSURANCE AND INDEMNIFICATION

The successful Proponent shall, at its own expense, obtain and maintain until the termination of the contract, and provide the City with evidence of:

- i. Professional Liability insurance covering the work and services described in this Agreement for an amount not less than one million dollars (\$1,000,000) per occurrence.
- ii. Comprehensive General Liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars.
- iii. Automobile Liability insurance for an amount not less than one million (\$1,000,000) dollars, on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the work of this Agreement.

The policies described above will not be cancelled or permitted to lapse unless the insured and/or insurer notifies the City in writing at least thirty days prior to the effective date of cancellation or expiry.

16. CONFLICT OF INTEREST

The Proponent agrees to be bound by the following requirements.

Except as identified in the proposal or as specified in the contract, the Proponent should certify in its proposal:

- That no person other than the proponent, either natural or body corporate, , has or will have any interest or share in this proposal or in the proposed contract, and
- There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project, and
- The Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

Neither the Proponent nor any employee of the Proponent shall have any direct or indirect interest in an entity that provides goods or services to the Project.

Proponents chosen to participate in this RFP process shall disclose prior to entering into an agreement any potential conflict of interest. If such conflict does exist, the City may at its discretion withhold the award of a contract from the Proponent until the matter is resolved.

Neither the Proponent nor any employee of the Proponent shall offer or receive any entertainment, gifts, gratuities, donations, discounts, fees, payment, commission, reward, special service, incentive, or other remuneration or compensation of any kind (“inducement”), regardless of value, to or from any employee of the City, any consultant or contractor employed by the City, any real estate representative acting on behalf of the City, or any vendor of goods or services to the Project. The Proponent agrees to inform the City immediately upon being offered any such inducement.

The Proponent chosen to provide services for the Project shall continue to be bound by the foregoing prohibitions after the execution of a contract agreement.

Any proposal is subject to disqualification, at the City’s sole discretion, if the current or past corporate or other interests of any person named in the proposal might, in the City’s sole opinion, give rise to an actual, potential, or perceived conflict of interest in connection with this Project.

17. WORKING AGREEMENT

The successful Proponent will be required to enter into a contract for services with the City in substantially the form of the Consulting Services Agreement attached, based upon the information contained in the Request for Proposals and the successful Proponent’s proposal and any modifications thereto. (See Schedule B).

Proponents may include their standard terms of engagement for information purposes only.

The successful Proponent must be registered and remain in good standing with Work Safe BC throughout the terms of this contract.

The Proponents should provide a statement of ownership of firm. This statement should clearly state who owns the firm (i.e. employee owned; publicly traded company; wholly or partially owned subsidiary of another firm or firms).

Within seven (7) days of award, the successful Proponent will be required to provide proof of appropriate insurance and indemnity coverage as specified in Section 15 of this document.

Schedule A

Consulting Services – Exempt Staff Salary and Benefits Review RFP – Evaluation Criteria PROPONENT NAME: _____ PROPOSAL NUMBER: _____ RATED: _____ CONSULTANT: _____ BY: _____ DATE: _____							
Factor	Weight (100)	Enter Value in Appropriate Column					Weighted Total
		Poor (0.3)	Marginal (0.5)	Fair (0.7)	Good (0.9)	Excellent (1.0)	
Understanding of Project objectives/outcomes and vision	5						
Team Composition	25						
Work Plan, Methodology and Schedule	40						
Project Deliverables	10						
Value for Money	20						
Totals	100						

ACKNOWLEDGEMENT LETTER

The undersigned has received the Request for Proposal issued by the City for the Consulting Services for the Exempt Staff Salary and Benefits Review.

_____ Signature	_____ Company
_____ Name (Please print)	_____ Address
_____ Title	_____ City
_____ Phone Number	_____ Fax Number
_____ Date	

Reason(s)

We presently intend to _____ provide/ _____ not provide a proposal.

We wish to tender on similar services in future: Yes No

Return immediately to:

Francis Cheung, P. Eng.
Chief Administrative Officer
City of Langley
20399 Douglas Crescent
Langley, BC V3A 4B3

By Fax: (604) 514-2838
By email: fcheung@langleycity.ca

Schedule B

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____ is

BETWEEN:

CITY OF LANGLEY, having an address at 20399 Douglas Crescent,
Langley, B.C.
("City")

AND:

_____, having an address at

("Consultant")

GIVEN THAT the City wishes to engage the Consultant to _____ and the Consultant wishes to provide such services to the City in accordance with the terms and conditions of this agreement;

This agreement is evidence that in consideration of the mutual promises set out herein (the receipt and sufficiency the parties acknowledge), the City and the Consultant agree with each other as follows:

Definitions

1. In this agreement, in addition to the words defined above,
 - (a) "Consultant's Proposal" means the Consultant's written proposal to the City for performance of the Services, dated _____, a copy of which is attached as Schedule "A";
 - (b) "City's Representative" means _____ or such other person as the City may appoint in writing;
 - (c) "Professionals" means, subject to section 3, any individual identified by name in the Consultant's Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the City;
 - (d) "Project" means _____;

- (e) "Services" means the acts, services and work described in the Consultant's Proposal and all acts, services and work necessary to achieve the objectives set out in the Consultant's Proposal.

Services To Be Performed By the Consultant

- 2. The Consultant agrees to perform the Services, in accordance with the Consultant's Proposal, on the terms and conditions of this agreement.

Employment of Professionals

- 3. Without affecting the Consultant's obligations under this agreement, the Consultant must only engage the services of individuals who have the education, training, skill and experience necessary to perform the Services in accordance with section 4, and must cause them to perform the Services on behalf of the Consultant.

Warranty As To Quality of Services

- 4. The Consultant represents and warrants to the City that:
 - (a) the Consultant and the Professionals have the education, training, skill, experience and resources necessary to perform the Services;
 - (b) the Services will be performed in accordance with the standards of care, skill and diligence normally provided by professionals providing services similar to the Services, all applicable enactments and laws, and in accordance with all relevant codes, rules, regulations and standards of any professional or industry organization or association, and the Consultant acknowledges and agrees that the City has entered into this agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

- 5. The City must pay the Consultant \$_____ (the "Contract Price") for the Services in accordance with this agreement. The Contract Price shall be the entire compensation to the Consultant for the Services and shall cover and include all fees, expenses, disbursements, profit, overhead and any other costs incurred by the Consultant in performing the Services. In no event shall the Contract Price be exceeded without the prior written agreement of the City.

Invoices

- 6. Not more than once each month, the Consultant may deliver an invoice to the City, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

Payment By City

7. Payments are due within 30 days after delivery of an invoice to the City. The City may withhold some or all of any payment due to:
- (a) the Consultant's failure to provide a reasonably detailed invoice under section 6;
 - (b) the Consultant's failure to perform the Services in a satisfactory manner, as determined by the City in its sole discretion; or
 - (c) the Consultant's breach of this Agreement.

City's Representative

8. The City appoints the City's Representative as the only person authorized by the City to communicate with the Consultant or to make determinations, decisions and directions in respect of this agreement. The Consultant agrees that the City is not bound by any act, omission, communication, determination, decision or direction of any person other than the City's Representative.

Term

9. The Consultant shall commence the Services _____ and complete the Services _____, subject to any extension agreed upon by the parties.

Termination or Suspension at City's Discretion

10. Despite the rest of this agreement, the City may, in its sole discretion, by giving notice to the Consultant, terminate or suspend all, or any part, of the Services. If the City terminates or suspends all or part of the Services under this section, the Consultant may deliver an invoice to the City for the period between the end of the month for which the last invoice was delivered by the Consultant and the date of termination or suspension, and sections 6 and 7 apply. The Consultant is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

Termination For Default

11. Despite the rest of this agreement, the City may terminate all, or any part of, the Services, by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- (a) the Consultant breaches this agreement and the Consultant is not diligently pursuing a cure for the breach to the satisfaction of the City, in the City's sole

discretion, within five days after notice of the breach is given to the Consultant by the City;

- (b) the Consultant breaches the agreement and has diligently pursued a cure for the breach in accordance with subsection (a), but has not cured the breach within thirty days after notice of the breach is given to the Consultant by the City; or
- (c) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the City, if the City terminates part or all of the Services under this section, the City may arrange, upon such terms and conditions and in such manner as the City considers appropriate, for performance of any part of the Services remaining to be completed, and the Consultant is liable to the City for any expenses reasonably and necessarily incurred by the City in engaging the services of another person to perform those Services. The City may set off against, and withhold from amounts due to the Consultant such amounts as the City determines, acting reasonably, are necessary to compensate and reimburse the City for the expenses described in this section.

Records

12. The Consultant:

- (a) must keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- (b) must keep reasonably detailed records of performance of the Services by the Consultant, which must at all reasonable times be open to inspection by the City, which may make copies and take extracts from the records;
- (c) must afford facilities and access to accounts and records for audit and inspection by the City and must furnish the City with such information as the City may from time to time require regarding those documents; and
- (d) must preserve, and keep available for audit and inspection, all records described in section 12(a) through (c) for at least two years after completion of the Services or termination of this agreement, whichever applies.

Delivery of Records

13. If the City terminates all or part of the Services under this agreement, the Consultant must immediately deliver to the City, without request, all Project-related documents in the Consultant's possession or under its control.

Ownership of Intellectual Property

14. By this section, the Consultant irrevocably grants to the City the unrestricted licence for the City to use, for the Project and the City's other activities related to the Project all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Consultant agrees that the licence granted by this section includes the right for the City, at any time, to adapt, use and modify all such technical information and intellectual property for the City's uses set out above.

Confidential Information

15. The Consultant will not disclose any information provided by the City under this Agreement except to the extent necessary to perform the Services, where permitted in writing by the City or where required by law.

Agreement for Services

16. This is an agreement for the performance of services and the Consultant is engaged under the agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this agreement, neither the Consultant nor any of its employees or contractors is engaged by the City as an agent of the City. The Consultant is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, unemployment insurance, workers' compensation and income tax. This agreement does not create a joint venture or partnership.

Conflict of Interest

17. The Consultant must not perform, for gain, any services for any person other than the City, or have an interest in any contract other than this agreement, if the City determines, acting reasonably, that performance of the Services, or the Consultant's interest in the contract, creates a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to the other person or between the obligations of the Consultant to the City under this agreement and the Consultant's pecuniary interest.

Assignment

18. No part of this agreement may be assigned or subcontracted by the Consultant without the prior written consent of the City, and any assignment or subcontract made without that consent constitutes a breach by the Consultant of this agreement. The Consultant agrees that, among other things, the City may refuse its consent if the City, in its sole discretion, determines that the proposed assignee or subcontractor has not got the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Consultant from any obligation already incurred or accrued under this agreement or impose any liability upon the City.

Time of the Essence

19. Time is of the essence of this agreement.

Alternative Rights and Remedies

20. Exercise by a party of any right or remedy of that party, whether granted in or under this agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

Notice

21. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

(a) To the City:
City of Langley

Fax Number: (604) 514-2838

E-mail Address: fcheung@langleycity.ca

Attention: Francis Cheung, P. Eng.
Chief Administrative Officer

(b) To the Consultant:

Fax Number: (604) _____

E-mail Address: _____

Attention: _____

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

22. In this agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

23. This agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

24. This agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

25. This agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this agreement.

Waiver

26. Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of the agreement of the parties to be bound by the above terms and conditions of this agreement, the parties have executed this agreement below, on the respective dates written below.

CITY OF LANGLEY by its authorized signatories:

Chief Administrative Officer:

Corporate Officer:

Date executed: _____, 20__.

[If Consultant is an Individual]

Signed, Sealed and Delivered in the presence of: _____)

_____))
Witness Name: _____)

_____))
Witness Address: _____)

_____))
Witness Occupation: _____)

_____))
Date executed: _____)

Consultant's Name:

[If Consultant is a Company]

● by its authorized signatories:

Name:

Name:

Date executed: _____