



TOWNSHIP OF LANGLEY

Purchase Order Terms & Conditions - Consulting Services

DEFINITIONS

The Consultant: means individual, partnership, corporation or combination thereof, including joint ventures, who or which is providing Consulting or Professional services and who accepts this Purchase Order with the Township to perform those services.

The Township: means The Corporation of the Township of Langley.

Parties: means Consultant and the Township when referred together.

Contract documents: means the Purchase Order including these terms and conditions, the Consultant's proposal, fee schedules and rates, insurance documents, drawings, and any amendments or addenda agreed between the parties.

Shall, Will and Must: means or indicates a requirement that the parties to these terms and conditions are obligated to meet during the performance of the Services

May: means or indicates a requirement that the parties to these terms and conditions can elect to meet at their discretion

1. SERVICES

The Township hereby retains the Consultant to provide the consulting and professional services as described generally in the Contract documents including anything and everything required to be done for the fulfillment and completion of this Purchase order (the "Services").

2. AMENDMENT OF SERVICES

This contract may be amended only by contract in writing signed by both parties. The Township may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees will be increased or decreased by written contract of the Township and the Consultant according to the rates set out in the Contract documents or as mutually agreed upon by both parties.

3. ADDITIONAL SERVICES

The Consultant will, if requested in writing by the Township, perform additional services as may be listed in the Contract. The terms of this contract will apply to any additional services, and the fees for additional services, and the time for the Consultant's performance, will generally correspond to the fees and time of performance as described in the Contract documents or as mutually agreed upon by both parties. The Consultant will not provide any additional services in excess of the scope of services unless requested in writing by the Township.

4. STANDARD OF CARE

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Township is relying on the Consultant's experience and expertise.

5. TIME

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "time Schedule") as set out in the Contract documents, or as otherwise agreed to in writing by the Township and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the Township in writing.

6. QUALIFIED PERSONNEL

The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

7. AGREEMENTS WITH SUB-CONSULTANTS

The Consultant will preserve and protect the rights of the Township with respect to any Services performed under sub-contract and incorporate the terms and conditions of this contract into all sub-contracts as necessary to preserve the rights of the Township under this contract. The Consultant will be as fully responsible to the Township for acts and omissions of Sub-Consultants and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

8. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor. This contract does not create the relationship of employer and employee, a partnership, or a joint venture. The Township will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any person. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or Sub-Consultants.

9. PAYMENT

The Consultant shall be paid within 30 days or on agreed upon dates after the submission by the Consultant of properly prepared invoices to the Accounts Payable Department for Services rendered and accepted. Unless otherwise noted on the Purchase Order, all prices shall be in Canadian Funds and shall remain firm for the duration of the Purchase Order.

All Invoices must quote the following information

- Invoice number referring to the Purchase Order Number
- the consultants name, address and telephone number
- the names, charge out rates and number of hours worked
- summary of services performed
- All applicable taxes are to be shown separately
- Grand total of the invoice

Invoices should be mailed to: **Township of Langley,**

Accounts Payable Department, 20338 – 65 Avenue, Langley, BC V2Y 3J1

All invoice payments will be paid by electronic funds transfer therefore the Contractor must supply banking transfer information to Accounts Payable by e-mail to acctspay@tol.ca or forms may be found on the Township website at www.tol.ca/Doing-Business/With-the-Township.

10. TOWNSHIP INFORMATION

The Township will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, and reports which the Township has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the Township in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

11. NOTICE OF DEFECT

If the Township observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this contract will be interpreted as giving the Township the obligation to inspect or review the Consultant's performance of the Services.

12. INDEMNITY

The Consultant will indemnify and save harmless the Township and all of its elected and appointed officials, officers, employees, servants, representative, volunteers and agents (collectively the "Indemnities"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnities incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this contract, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

13. SURVIVAL OF INDEMNITY

The indemnity described in the section above will survive the termination or completion of this contract and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnities.

14. INSURANCE TERMS AND REQUIREMENTS

The Township of Langley's insurance requirements are outlined in Appendix "Township of Langley Insurance Terms and Requirements Consulting/Professional Services".

15. WAIVER OF SUBROGATION

The Consultant hereby waives all rights of recourse against the Township for loss or damage to the Consultant's property.

16. TERMINATION

The Township may at any time and for any reason by written notice to the Consultant terminate this contract before the completion of all the Services. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the Township's property to the Township. If the Township terminates this contract before the completion of all the Services, the Township will pay to the Consultant all amounts owing under this contract for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Township. Upon payment of such amounts no other or additional payment will be owed by the Township to the Consultant, and, for certainty, no amount will be owing on account of loss profits relating to the portion of the Services not performed or other profit opportunities.

The Township may terminate this Contract for cause as follows:

- (a) If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Township may, without prejudice to any other right or remedy the Township may have, terminate this Contract by giving the Consultant or receiver or trustee in bankruptcy written notice;
- (b) If the Consultant is in breach of any term or condition of this contract, and such breach is not remedied to the reasonable satisfaction of the Township within five (5) days after delivery of written notice from the Township to the Consultant, then the Township may, without prejudice to any other right or remedy the Township may have, terminate this Contract by giving the Consultant further written notice.
- (c) The Township may terminate the whole or any part of this Purchase Order for any other reason, upon 10 days written notice of termination to the Consultant.

17. LAW, PERMITS AND REGULATIONS

This contract will be governed by and construed in accordance with the laws of the Province of British Columbia.

The Township and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this contract be brought in such courts.

In carrying out its obligations the Consultant shall familiar itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities and shall obtain all necessary licenses, permits and registrations as may be required by law.

18. BUSINESS LICENCE

The Consultant will at all times during the Term be in possession of a valid business licence issued to it by the Township of Langley.

19. CONFIDENTIALITY

Except as provided for by law or otherwise by this contract, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this contract, and will not, without the prior express written consent of the Township, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this contract, except as reasonably required to complete the Services.

20. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Consultant acknowledges that the Township is subject to the *Freedom of Information and Protection of Privacy Act* and agrees to any disclosure of information by the Township required by law.

21. RETURN OF PROPERTY

The Consultant agrees to return to the Township all of the Township's property at the completion of this contract, including any and all copies or originals of reports provided by the Township.

22. CONFLICT OF INTEREST

The Consultant and the Consultant's employees:

- a. Shall conduct their duties related to this Contract with impartiality and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with who a relationship between them could bring the impartiality of the consultant or its employees into question;
- b. Shall not influence, seek to influence, or otherwise take part in a decision of the Township, knowing that the decision might further their private interests;
- c. Shall not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract, that causes, or would appear to cause, a conflict of interest, and;
- d. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Consultant shall promptly declare it to the Township.

A breach of the conflict of interest clauses of this Contract constitutes grounds for termination of the Contract, should the Township deem such action appropriate.

23. USE OF WORK PRODUCT

The Consultant hereby sells, assigns and transfers to the Township the right, title and interest required for the Township to use, share, distribute and receive the benefit of all the reports, drawings, illustrations, charts, images, plans, designs, models, specifications, computer software, concepts, products, field data and analysis, lab analysis tools, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant. The Consultant warrants that the work product delivered does not infringe upon any existing copyright, patents or intellectual property. This section does not give the Township the right to sell any such work product to any third party and the Township may sell the work product only with the prior approval of the Consultant. The Consultant may retain copies of the work product.

24. SURVIVAL OF OBLIGATIONS

All of the Consultant's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this contract.

25. NOTICES

Any notice required to be given in this Contract shall be deemed to be duly given to the Township and to the Consultant if sent by mail or email to the addresses or information set forth on the Purchase Order.

26. UNENFORCEABILITY

If any provision of this contract is invalid or unenforceable, it will be severed from the contract and will not affect the enforceability or validity of the remaining provisions of the contract.

27. SINGULAR , PLURAL AND GENDER

Wherever the singular, plural, masculine, feminine or neuter is used throughout this contract the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

28. WAIVER

No waiver by either party of any breach by the other party of any of its covenants, obligations and contracts will be a waiver of any subsequent breach or of any other covenant, obligation or contract, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.