

REQUEST FOR PROPOSALS

Whistler Complete Communities Geospatial Land Use
Assessment

Resort Municipality of Whistler
whistler.ca



Request for Proposals (RFP)

Whistler Complete Communities Geospatial Land Use Assessment

Summary of Key Information

RFP Number	P06423-7729.04-2024
Issued:	March 14, 2024
Site Visit or Meeting	N/A
Closing Time and Date:	15:00:00 hours PDT; April 4, 2024
Question Submission Deadline	15:00:00 hours PDT; March 25, 2024
Closing Location:	Resort Municipality of Whistler (RMOW) Municipal Hall via email to cvanleeuwen@whistler.ca
RMOW Contact:	Claire Van Leeuwen, Planning Assistant Planning Department, RMOW

Proposals will be opened in private shortly after closing.

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1.0 OVERVIEW OF THIS RFP

1.1 Purpose of this RFP

The RMOW is seeking Proposals from qualified Proponents to undertake the “Whistler Complete Communities Geospatial Land Use Assessment” (the Project). The Project is supported by a grant from the Union of B.C. Municipalities (UBCM). The Project will be managed by the RMOW’s Planning Assistant and GIS Supervisor, with support from the Manager of Planning – Policy (RMOW Project Team).

The purpose of this document is to provide sufficient background and scope information to receive detailed proposals and pricing information for evaluation.

1.2 Background

The Complete Communities program, supported by the Ministry of Housing and administered by UBCM, is designed to assist local governments and modern Treaty First Nations in advancing identified community goals through the creation of more complete communities. These communities are characterized by diverse housing options, accessible amenities, and services within a 15 to 20-minute walk, as well as increased transportation options to support walkability and connectivity. The Ministry of Housing has allocated \$10 million in funding for this initiative, with UBCM overseeing program administration.

The program aligns with commitments outlined in the [CleanBC Roadmap to 2030](#), which aims to achieve emissions reduction targets while fostering a cleaner economy. As signatories to the Climate Action Charter, all local governments in BC are committed to creating more complete, compact, and energy-efficient communities, and the Complete Communities program provides support in fulfilling this commitment.

The Complete Communities program aims to enhance the ability of local governments and modern Treaty First Nations to make evidence-based land use planning decisions. This includes: assessments of current community completeness, analysis of strengths, opportunities, challenges, and potential actions aligned with community goals; and the development of implementation plans. To support alignment with program objectives, the Ministry of Housing [Complete Communities Guide](#) is available as a resource.

The “Whistler Complete Communities Geospatial Land Use Assessment” is a result of a successful grant application submitted to the Complete Communities program. For this Project, a ‘complete community’ is defined as one that accommodates people at all stages of life, provides a variety of housing options, and offers a range of employment opportunities, amenities, and services within walking distance.

2.0 DEFINITIONS

Throughout this RFP, the following definitions apply:

“Addenda”: means all additional information regarding this RFP including amendments to the RFP;

“BC Bid”: means the BC Bid website located at www.bcbid.ca;

“Closing Location”: includes the location or email address for submissions indicated in the Summary of Key Information on page 2 of this RFP;

“Closing Time”: means the closing time and date for this RFP as set out in the Summary of Key Information on page 2 of this RFP;

“Contract”: means the written agreement resulting from the RFP executed by the RMOW and the successful Proponent;

“Contractor” or “Consultant”: means the successful Proponent to the RFP who enters into a Contract with the RMOW;

“Department”: means the Department of the RMOW issuing this RFP;

“must” or “mandatory”: means a requirement that must be met in order for a Proposal to receive consideration;

“Preferred Respondent”: means the respondent deemed by the RMOW to have the highest ranked assessment of its Response according to the process set out herein;

“Proponent”: means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a Proposal in Response to the RFP;

“Proposal”: means a written Response to the RFP that is submitted by a Proponent;

“Request for Proposals” or “RFP”: means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the RMOW by Addenda;

“Response”: means the submission of an offer, bid, tender or Proposal according to this RFP;

“Responder” or “Respondent”: The company, individual or entity responding to this RFP;

“RMOW”: means the Resort Municipality of Whistler and includes the Department issuing this RFP;

“RMOW Contact”: means the individual named as the contact person for the RMOW in this RFP;

“RMOW Electronic Mail System”: means the electronic mail system of the RMOW;

“should”, “could”, “may” or “desirable”: means a requirement having a significant degree of importance to the objectives of this RFP;

“Supplier” or “Contractor”: the person or company selected to provide products and/or services under the terms of this Contract. This extends to and includes any subcontractors to the supplier; and

“W.C.B.”: Workers Compensation Board of British Columbia, doing business as WorkSafe BC.

“Whistler Urban Development Containment Area” or “WUDCA”: means the area within the municipal boundary within which all urban land uses and development including residential, commercial, industrial, institutional, and recreational are contained. The area also includes lands designated as protected area, open space, and park that are not designated nor intended for urban development but are recognized as part of the resort community activity area.

3.0 SPECIFIC PROJECT REQUIREMENTS

3.1 Scope of Work

The Project’s key purpose is to complete a geospatial land use assessment of current community completeness through at least three of the following four lenses: housing, transportation, daily needs, and infrastructure. While at least three is the requirement of the grant, the RMOW is hoping that all four lenses will be included in the Project.

The Project aims to support and enhance the RMOW’s ability to make evidence-based land use planning decisions by establishing a baseline of Whistler’s current community completeness. The findings of the assessment will support the advancement of multiple initiatives identified in the RMOW’s 2023-2026 Strategic Plan and Housing Action Plan.

Proponents are invited to bid on one, two, or all three phases of work outlined below. The phases are designed to complement the process outlined in the [Complete Communities Guide](#). References to the applicable sections of the guide are included in *italics*.

The selected Consultant will report to the RMOW Project Team and provide regular updates on the progress of work throughout each phase noted below. After Phase 1, advancement to subsequent phases will be conditional on the outcomes of the previous phase, time, and available budget, and subject to approval from the RMOW Project Team.

Phase 1 – Prepare

- Understand Community Goals:
 - Review the Project’s goals and objectives.
 - Outline community goals.
- Data Evaluation and Indicator Selection:
 - Conduct a comprehensive review of available datasets required for indicator analysis and mapping. As data permits, the RMOW would like indicator calculations and mapping to be completed for the [Whistler Urban Development Containment Area \(WUDCA\)](#), but recognizes the geographic scope of what is possible will be better understood at the end of Phase 1.
 - Compare available data and data readiness to the list of suggested indicators outlined in the [Complete Communities Guide](#).
 - Acquire any additional third-party supplied data recommended in the [Complete Communities Guide](#).
 - Provide suggestions for additional data sources.
- Define Phase 2 Scope of Work:
 - Based on the outcome of the Data Evaluation and Indicator Selection step, work with the RMOW Project Team to define the scope of work for Phase 2.
 - Depending on the quality and completeness of the data available, the subsequent phase could include one or both of the following tasks:
 - Additional data collection and/or clean-up; and/or
 - Commencement of the indicator analysis and mapping.

Phase 1 Expected Deliverables:
<ul style="list-style-type: none"> • List of acquired or provided data. <ul style="list-style-type: none"> ○ For each dataset in the list, a completeness assessment and gap analysis.



○ For each dataset in the list, steps required to update any incomplete layers.
○ For each dataset in the list, other relevant information noted by the Consultant.
● Shortlist of mapping indicators feasible with existing data.
● Defined Scope of Work for Phase 2.

Phase 2 – Prepare and/or Assess

Based on the findings from Phase 1, Phase 2 could involve data collection and/or data analysis.

- Data Collection:
 - Work with the RMOW Project Team to complete datasets and address data gaps.
 - Conduct ground-truthing, automated or manual document scanning and data entry, and spatial digitization as needed.
- Data Analysis:
 - Complete analysis for shortlisted indicators (as identified in Phase 1) using available datasets.
 - Define study area and perform indicator calculations and mapping.
 - Develop scenarios and execute scenario testing to identify actions for meeting community goals if data, time, or funding allows.

Phase 2 Expected Deliverables:
● Data Collection:
○ Completed datasets as defined by Phase 1.
○ Report detailing methodologies and assumptions.
● Data Analysis:
○ Documentation of indicator analysis and scenario testing outcomes, including steps taken, methodology and assumptions.
○ Packaged ArcGIS Pro scripts/models for each of the generated indicators. It is intended that this deliverable would be a product that can be used by the RMOW for future analysis.

Phase 3 – Assess and/or Act

- Completion of indicator calculations and mapping for remaining indicators, as time and funding allow.
- Continuation of scenario testing, as time and funding allow.
- Development of an implementation plan for achieving the RMOW’s complete community goals.

Phase 3 Expected Deliverables:
● A final Project report that sets out: key assessment findings; identified strengths, opportunities, and challenges to increase community completeness; and a comprehensive implementation plan including a monitoring and reporting framework for each action.



3.2 Work Excluded

The following work will not be required of the Consultant and is not included in the scope of work for this Project:

1. Writing Council reports;
2. Presenting to RMOW Municipal Council;
3. Communicating with UBCM about the project on behalf of the RMOW;
4. Maintaining the RMOW's project website;
5. Drafting RMOW press releases;
6. Releasing the final Project report.

3.3 Timeline

The timeline for each phase will be determined based on the completeness of preceding phases. Per the grant received by the RMOW, the overall project completion date is September 27, 2024. The RMOW recognizes that it may need to request an extension from UBCM for a length of time that has not been currently determined.

4.0 INSTRUCTIONS TO PROPONENTS

4.1 Submission & Award

Proposals must be submitted before the Closing Time to the Closing Location stated in the Summary of Key Information using the submission method set out in this section of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the RMOW receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

The Proposal shall be submitted via email to the RMOW at:

- Name: Claire Van Leeuwen, Planning Assistant
- Email: cvanleeuwen@whistler.ca

The Proposal shall be submitted with the price quoted in \$CDN for each item defined in the Specific Project Requirements defined in Section 3.0 on or before: April 4, 2024, at 3:00 p.m. PDT.

Following the Closing Time, the RMOW intends to provide the Notification of Award for the Contract to the preferred Proponent on or before: April 18, 2024.

The maximum size of a Proposal sent by email, including all attachments, must be 10 MB or less. Proponents are solely responsible for ensuring that email Proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider.

Alternative Solutions

If more than one approach to deliver the goods or services described in the RFP is offered, Proponents should submit the alternative approach in a separate Proposal.

Brand Names or Equivalent

Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name, or a vendor catalogue number, it is not intended to rule out the use of other equivalent materials or equipment.

If, however, products other than that brand or manufacturer specified is quoted in any RFP, the Response must explicitly include the name of such products, its manufacturer, and trade name and any applicable vendor catalogue number, and the RMOW may require that the Proponent provide proof of equivalency. Evidence of quality in the form of samples may be requested.

Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the RMOW with personal information of employees who have been included as resources in Response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the RMOW. Such written consents should specify that the personal information may be forwarded to the RMOW for the purposes of responding to the RFP and used by the RMOW for the purposes set out in the RFP. The RMOW may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made; Proponents will immediately supply such originals or copies to the RMOW.

Signatures

If an individual is making the Response, they shall print or type their name and address on the Response form and sign the same in the spaces provided. Their signature shall be witnessed, and the witness shall give their address.

If a partnership is making the Response, the name and address of the partnership shall be printed or typed on the Response form and the names of all members of the partnership shall be printed or typed in the spaces provided. The Response shall be signed by one or more of the partners in the following manner: for example, "Smith and Jones by John Jones a partner". The signature or signatures shall be witnessed, and the witness or witnesses shall give their address or addresses.

If a company is making the Response, the name of the company and its place of business shall be printed or typed on the Response form and the form shall be signed by the person or persons authorized to sign the Response on behalf of the company, indicating the capacity in which they sign: for example, "John Doe Company Ltd. by John Smith, Secretary" or as the case may be.

Responses signed by an agent must be accompanied by evidence of their authority.

Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Preferred Respondent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

Insurance	Consultant
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Commercial General Liability (CGL)	\$3 million per occurrence
Automobile Liability	\$5 million per occurrence
Professional Liability	\$1 million each claim

4.2 Proposal Format

The following format, sequence, and instructions shall be followed in order to provide consistency in Proponent response, and ensure each proposal receives full consideration:

- Total electronic individual file size shall be no more than 10MB.
- All pages shall be consecutively numbered;
- An unaltered and completed Form of Proposal as the cover page;
- Table of contents;
- The proposal sections as detailed below.

4.3 Executive Summary

Shall be a high level, concise summary of project understanding and overall proposal contents.

4.4 Proposed Work Plan

Proposals shall include a Work Breakdown Structure (WBS), or similar project management based and deliverable-oriented breakdown, that will be used to define the work plan. The work plan will detail an approach/strategy and methodology to meet the objectives and will demonstrate the strength and ability to perform the services requested. The work plan shall indicate what team members will be performing each task.

4.5 Proposed Project Timeline

All Proposals must include a detailed description of the proposed project timeline by phase. The Consultant will agree to complete the Project in the timeframe outlined in Section 3.3.

4.6 Proposed Costs

Proposals shall provide a total cost to complete the work effort including a cost breakdown of the total cost for each of the components described in the scope of work. The total funding available for this Project, including GST/PST and any other costs, is \$95,000.

Additionally, Proponents shall include a fee schedule which includes the hourly rates of each individual and job type that will be working on the Project, the anticipated hours to be spent on each task, subtotals for each task and total costs for the individuals and job type.

4.7 Proponent Qualifications

Proposals shall include a description of the Proponent (the Firm/Company) and the Proponent's team members' qualifications that demonstrate the ability to undertake the Project. Proposals should also include a summary of key project team members, outlining individual skills, experience, qualifications as well as their proposed roles and responsibilities within the delivery of this specific Project proposal. For key staff, please provide relevant experience and identify their proposed level of commitment to the Project.

4.8 References Checks

The references of the Preferred Respondent may be contacted to validate any part of a Response. The RMOW reserves the right to conduct such independent reference checks or verifications as are deemed necessary by it to clarify, test, or verify the information contained in the Response and confirm suitability of the Respondent.

The RMOW will not enter into a Contract with any Respondent whose references, in the RMOW's sole and reasonable opinion, are found to be unsatisfactory.

Complete the following table and enclose it with your Response. References for work like that specified herein are preferred. The Respondent authorizes the RMOW to make such enquiries of references that it deems appropriate. Please provide:

- A list of all current clients; and
- Three (3) references for projects completed in the past five (5) years like that described above in Section 3.0.

Client/Owner	Contact Name and Contact Information	Description of the Work	Approx. Value	Completion Date

4.9 Addenda

The Proposal shall acknowledge that the Proponent has read and understood all Addenda posted by indicating this in the Form of Proposal. All Addenda will be posted on BC Bid and whistler.ca/bid. It is the sole responsibility of the Proponent to check for Addenda on these websites. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

5.0 GIS AND DATA SUBMISSION REQUIREMENTS

The Resort Municipality employs Geographic Information Systems (GIS) to store and manage spatially related geographic data. To limit duplication of efforts and to expedite the integration of the spatial data with the RMOW's GIS, the following specifications and standards are required of every data submission.

5.1 Technical Specifications

Data submissions shall be made using geodatabase related file formatting. Shapefiles are not accepted unless a special exception has been requested and granted.

GIS data must accompany any geo-referenced drawings using the following specifications.

Software Compatibility	ArcGIS Enterprise 11.1 ArcGIS Pro 3.1 or greater
Output Data Submission Format	Geodatabase
Projected Coordinate System	NAD_1983_UTM_Zone_10N

5.2 Attribute Schema

A data dictionary document will accompany all new or derived data generated as part of this project. The document must also contain details describing any subtype or domain values if present.

5.3 Methodology

A methodology document outlining the process involved in creating the project data and explaining the GIS analysis and scenario outputs must also be included.

5.4 Map Packages, Data, and Scripts

ArcGIS Pro Project files that contain any map products, layouts, or charts created for the project are to be submitted as complete Map Packages along with all input and output data and any relevant supplemental documents. This includes providing any custom scripts or tasks that were created and run as part of the indicator calculations or scenario testing. The items mentioned in this section should be clearly organized and named so that the RMOW can seamlessly re-run this project in subsequent years with new data.

6.0 EVALUATION

This section outlines the process and criteria for evaluation of Responses to this RFP to select a Preferred Respondent or Respondents if this RFP allows for the possibility of contracting with multiple suppliers.

Proposals will be assessed in accordance with the evaluation criteria. The RMOW will be under no obligation to receive further information, whether written or oral, from any Proponent. The RMOW is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

The RMOW may consider and evaluate any Proposals from other jurisdictions on the same basis that the RMOW purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

6.1 Evaluation Team

The evaluation team may consist of RMOW employees, contractors to the RMOW and others as may be appointed to the evaluation team by the RMOW. All persons on the evaluation committee shall be bound by the same standard of confidentiality.

6.2 Mandatory Criteria

Any proposal that does not satisfy all mandatory criteria will be rejected.

Required (Mandatory) Criteria	Check -✓
1. The Proposal must be received by the specified Closing Time.	
2. One (1) electronic copy of the Proposal must be submitted in .pdf format.	
3. An unaltered, completed and signed RFP Form of Proposal must be submitted with the Proposal.	
4. Proposals must be in English.	

6.3 Weighted Criteria Benchmarks

Evaluation Matrix

The evaluation team intends to evaluate all Proposals according to the evaluation matrix criteria categories outlined below. If minimum required points are not met in one or more of the evaluation criteria, the Proposal will not be considered for award.



Criteria	Available Points	Minimum Required Points
Project Understanding	15	7.5
Technical Capabilities	30	15
Qualifications and Experience	20	10
Timeline	10	5
Cost	25	No Minimum Required
TOTAL	100	50

Scoring Table

The evaluation team intends to use the scoring table below as a guideline for determining criterion score. Prompts are provided to give the Proponents an idea as to how each criterion will be examined and scored. The weighting of the prompts in determining the criterion score is up to the discretion of the evaluation team unless otherwise stated.

Scoring Table		
Points Awarded (% of available)	Quality	Criteria
100%	Exceptional	Far exceeds requirements with no added risk.
80%	Very Good	Exceeds expectations; risk deemed acceptable or no added risk.
60%	Acceptable	Meets expectations and all minimum requirements.
40%	Below	Does not meet expectations or minimum requirements.
20%	Well Below Requirements	Fails to meet minimum requirements; proposes a solution or provides explanations that are not acceptable or relevant.
0%	Unacceptable	Proposed solution deemed unacceptable in every aspect.

6.3.1 Project Understanding

The Proponents will be scored on their understanding of the Project as described in Section 3.0. The Proposal needs to illustrate an understanding of the RFP requirements, the needs of the RMOW and any proposed augmentations to the RFP to ensure that the objectives of the Project will be fully met. The evaluation team will take the entire proposal submission into consideration when evaluating the Project Understanding section.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Is the overall approach tailored to the needs of the RMOW as described in the RFP?
Is the Proposal easy to read and concise?
Does the Proposal acknowledge all criteria in the Specific Project Requirements accurately?
Do any Proposed augmentations conflict with the needs of the RMOW?

6.3.2 Technical

The Proponent will be scored on their work plan to perform the Project and shall express high level solutions to the tasks in the Specific Project Requirements. The evaluation team will take the entire Proposal into consideration when evaluating the Technical section.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Is the WBS/work plan plausible and tailored to the needs of the RMOW?
Is the reasoning behind the methodology sound and well explained?
Have the methods described in the work plan previously been used in past projects and were they successful? Is there evidence that this is the optimal solution for this scope of work?

6.3.3 Qualifications and Experience

Qualifications of the Proponent and the Proponent's team are to be submitted according to Sections 4.7 and 4.8. Only qualifications that are relevant to the Specific Project Requirements will be considered when evaluating this section. References may or may not be contacted.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Qualifications of the personnel and how they relate to the tasks they are responsible for as described in the Proposal.
Proponent team's experience with similar projects within the last five (5) years. Submitted experience beyond the previous five (5) years will not have weight on the scoring.
Technical and management capability, capacity, skills and qualifications of the Proponent and any proposed subcontractor(s).
Work performed for submitted references is by the proposed team members and is within the last five (5) years and is relevant to the scope of work of the Project.

6.3.4 Timeline

Timelines that do not align with the completion date described in Section 3.3 may be scored lower. Alternative timelines to Section 3.3 accompanied with explanations that the evaluation team deems to not interrupt or inconvenience the RMOW will not be penalized. Timelines that are ahead of the completion date may or may not receive more marks than timelines that meet the milestone dates and is up to the discretion of the evaluation team.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Tasks are based on the work plan with start and end dates for each task.
Proposal includes milestone dates and deliverables.
Timeline items are adequately broken down and easy to follow.
Start and end dates for each task are realistic with reasonable lead times.

6.3.5 Cost

Cost evaluation is broken into two parts: the total cost and the fee schedule cost breakdown. The total cost is worth 80% of the points available and the fee schedule is worth 20% of the points available.

Scoring

The following prompts will be used to determine the criterion score:

Prompts	Weighting
The total cost will be evaluated using the following equation: $\frac{\text{Lowest Priced Acceptable Proposal}}{\text{This Proposal's Price}} \times \text{Points Available} \times 80\%$	80%
The fee schedule is adequately broken down and easy to follow.	20%

6.4 Interview and/or Presentation

Selected Respondents may be requested to attend an interview with the RMOW's evaluation team and/or make a presentation to the evaluation team.

Respondents may be asked to clarify or verify any part of their Proposal and/or presentation.

The RMOW, at its sole discretion, may adjust their scores for the desirable criteria after clarification and/or verification of the Proposals. The highest scoring Respondent ("Preferred Respondent") will be selected by adding the scores from the desirable criteria evaluation and from the presentation. The Preferred Respondent will then proceed to the next stage of the evaluation.

7.0 GENERAL TERMS AND CONDITIONS

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

1. Mandatory Conditions

The Response must be submitted as one electronic copy (.pdf) by email to Claire Van Leeuwen at cvanleeuwen@whistler.ca and must be received by or before the Closing Time as noted in the Summary of Key Information of this RFP.

The Response must include a completed and signed form substantially similar in form and content to that in Appendix A is included with the Response.

The Response must be in the English Language.

2. Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the RMOW at the Closing Location will prevail whether accurate or not.

3. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time.

4. Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

5. Completeness of Proposal

By submitting a Proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no additional charge.

6. Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals. Upon Closing Time, all Proposals become irrevocable. The Proponent will not change any part of its Proposal after the Closing Time unless requested by the RMOW for purposes of clarification.

7. Conflict of Interest/No Lobbying

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the RMOW's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the RMOW involved in preparation of the RFP, participating on the evaluation team or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the RMOW Contact prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the RMOW, including members of the evaluation team and any elected officials of the RMOW, or with the media, may result in disqualification of the Proponent.

8. Subcontractors

Unless the RFP states otherwise, the RMOW will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The RMOW will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the RMOW's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the

preparation of the RFP or a relationship with any employee, contractor or representative of the RMOW involved in preparation of the RFP, participating on the evaluation team or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the RMOW Contact prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of the RMOW.

9. Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations with the RMOW, if any. The RMOW will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

10. Limitation of Damages

By submitting a Proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

11. Liability for Errors

While the RMOW has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

12. Litigation

In addition to any other provision of this RFP, the RMOW may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the RMOW, its elected or appointed officers, representatives or employees in relation to any matter, or if the RMOW has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the RMOW will consider whether the litigation is likely to affect the Proponent's ability to work with the RMOW, its consultants and representatives and whether the RMOW's experience with the Proponent indicates that there is a risk the RMOW will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

13. No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit the RMOW in any way to award a Contract.

14. No Implied Approvals

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

15. Legal Entities

The RMOW reserves the right in its sole discretion to:

- disqualify a Proposal if the RMOW is not satisfied that the Proponent is clearly identified;
- prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the RMOW that the Proponent has the power and capacity to enter into the Contract;
- not to enter into a Contract with a Proponent if the Proponent cannot satisfy the RMOW that it is the same legal entity that submitted the Proponent's Proposal; and
- require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the RMOW's satisfaction.

16. Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the RMOW reserves the right, in its sole discretion:

- to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- to waive any non-material irregularity, defect or deficiency in a Proposal;
- to request clarifications from a Proponent with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Proposal;
- to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the RMOW, or any material error, omission or misrepresentation in the Proposal;
- at any time, to reject any or all Proposals; and
- At any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

17. Ownership of Proposals

All Proposals and other records submitted to the RMOW in relation to the RFP become the property of the RMOW and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (Act) and the RFP, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

18. Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a Proposal.

19. Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the RMOW in order to obtain access to confidential materials relevant to preparing a Proposal.

20. Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the RMOW on terms and conditions set out in Appendix B and such other terms and conditions to be finalized to the satisfaction of the RMOW, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

21. Negotiations

The RMOW reserves the right, at its sole discretion, to negotiate with the Preferred Respondent. In no event will the RMOW be required to offer any modified terms to any other Respondent prior to entering into an agreement with the Preferred Respondent and the RMOW shall not incur any liability to any Respondent because of such negotiation or modifications.

It is the intent of the RMOW to ensure it has the flexibility it needs to arrive at a mutually acceptable Contract. It is not the intent of the RMOW to allow for new or significantly altered Responses in any negotiations with the Preferred Respondent.

Negotiations may include:

- Price adjustments;
- Minor changes to the requirements and responsibilities;
- Contract payment details; and
- Selected Contract terms contained in the Contract as identified by the Proponent for negotiation.

If a Contract cannot be negotiated with the Preferred Respondent, the RMOW will follow the process outlined in section 22 immediately below.

22. Contract Finalization Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the Preferred Respondent, the RMOW may, at its sole discretion at any time thereafter, terminate negotiations with that Respondent and either negotiate a Contract with the next best qualified Respondent and so on or choose to terminate the RFP process and not enter into a Contract with any of the Respondents. Such cancellation does not preclude the RMOW from entering into a contract with a Respondent in respect of any aspect of the work contemplated by this RFP.

23. Trade Agreements

This RFP is covered by trade agreements applicable to RMOW and other jurisdictions, including the following:

- Canadian Free Trade Agreement; and
- New West Partnership Trade Agreement.

For more information, Proponents may contact the RMOW Contact.

24. Notification

All Respondents will be notified of the outcome of the appraisal and award process.

8.0 APPENDIX A: SIGNATURE AND RESPONSE FORM

Complete this section and enclose it with your Response.

RFP Project Title: Whistler Complete Communities Geospatial Land Use Assessment

RFP Reference No: P06423-7729.04-2024

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

E-Mail Address: _____

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued Addendums, and having full knowledge of the Project, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, we have allowed for these conditions and submit this Proposal in response to the RFP.

The undersigned further agrees on behalf of the company named below, to supply the goods and services listed at the prices quoted and within the terms and conditions as identified in Request for Proposal P06423-7729.04-2024. This Offer is valid and enforceable for at least ninety (90) days following the Closing Time.

This Proponent further warrants that this Proposal is made without collusion with any other party except those expressly disclosed in this Proposal and that the Proponent has no conflict of interest.

The undersigned warrants that they have the authority to bind the company to this contract.

I/We confirm that this Proposal is accurate and true to the best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Contract, I/we will at all times be the “prime consultant/contractor” as provided by the Workers Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another consultant/contractor at the place(s) of the Services has been designated as the “prime consultant/contractor”, I/we will notify the RMOW immediately, and I/we will indemnify and hold the RMOW harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the RMOW in connection with any failure to so notify the RMOW.

This Proposal is submitted this _____ day of _____, 2024

I/We have the authority to bind the Proponent.

(Name of Proponent)

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Addenda Acknowledgment

Addenda No.	Date Issued

9.0 APPENDIX B: CONTRACT TEMPLATE

By submission of a Proposal, the Respondent to this RFP agrees that a Contract entered into between the RMOW and the selected Respondent will be similar to the attached contract. Respondents are to identify any contract terms that they could not agree to and the identification of any such terms shall be included in post-closing negotiations, if any.

CONTRACT FOR CONSULTING SERVICES

MASTER SERVICES AGREEMENT –

THIS AGREEMENT is effective as of the XX day of XXXXXXX, 20XX.

BETWEEN:

The Resort Municipality of Whistler, having an address at
4325 Blackcomb Way,
Whistler, B.C.
V8E 0X5

(the “RMOW”)

AND:

[Consultant Firm Name] having an address at [Consultant’s full address]
(the “Consultant”)

WHEREAS:

The RMOW commenced a procurement process for the purposes of soliciting responses from suitably qualified consultants to provide “**Services**” outlined in Schedule A as per each individual project agreement and/or accepted individual proposal (“namely the **Project**”) and the Consultant submitted a response thereto (the “**Submission**”) which was accepted by RMOW;

The Consultant is in the business of providing the services contemplated by this Contract;

RMOW wishes to engage the Consultant to provide the Services on the terms and conditions herein set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. INTERPRETATION

1.1. Definitions

In this Contract unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) “**Business Day**” has the meaning given in Section 16.1 of this Contract;
- (b) “**Change Order**” means a change within the general scope of Services which may alter the Services, Contract Price or Contract Time.
- (c) “**Confidential Information**” means:

- (i) any information, in whatever form (including written, oral or stored in any computer or other electronic, magnetic or optical storage system), which is non-public, confidential or proprietary in nature, whether marked as such or not, obtained directly or indirectly from RMOW and whether obtained by the Consultant before or after the date of this Contract, including without limitation, corporate records and employee records;
 - (ii) any information, in whatever form, designated by the RMOW in writing as confidential or proprietary or marked with words of like import when provided to the Consultant or any other Person;
 - (iii) information orally conveyed to any director, officer, employee or other representative of the Consultant, if RMOW states at the time of the oral conveyance or promptly thereafter that such information is confidential, and provides specific written confirmation thereof to the Consultant within ten (10) days of the oral conveyance; and
 - (iv) all Work Product as defined in this Contract, except as may be agreed in writing by the parties as falling outside the definition of Confidential Information;
- (d) “Confidential Information” does not mean:
- (i) which was in the possession of the Consultant prior to disclosure by the RMOW;
 - (ii) which is already in the public domain or which subsequently becomes part of the public domain other than through disclosure by the Consultant;
 - (iii) which is independently developed or learned by the Consultant without use of
 - (iv) any Confidential Information; and
 - (v) which the Consultant receives from a third Person who was free to make such disclosure without breach of any legal obligation,
 - (vi) provided that the Consultant can demonstrate to the satisfaction of RMOW that such information falls within the scope of the exclusions set forth above.
- (e) “**Consultant’s Representative**” has the meaning given in Section 18.1 of this Contract;
- (f) “**Contract**” means this agreement including the Schedules to this agreement as amended from time to time with the written approval of the parties;
- (g) “**Dispute**” means any difference between the RMOW and the Consultant, of any claim, or any dispute, relating to or arising out of the Services or the interpretation of the Contract, or any failure by the RMOW and the Consultant to agree where the Contract call for agreement;
- (h) “**Person**” means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, trust, or other entity or organization, including a government or an agency or instrumentality thereof;
- (i) “**Records**” has the meaning set out in Section 5.1 of this Contract;
- (j) “**RMOW Representative**” has the meaning given in Section 18.1 of this Contract;
- (k) “**Services**” has the meaning given in Schedule A to this Contract;
- (l) “**Work Product**” means all that which is prepared, produced or developed by the Consultant as a result of this Contract, whether in written or electronic form and all copies of same. Work Product

includes but is not limited to reports, data (including recorded “personal information” about an identifiable individual), information, calculations, logs, working papers or finished copy documents or information of any kind prepared or acquired by the Consultant in connection with this Contract.

(m) “**Term**” has the meaning given in Section 2.1 of this Contract

1.2. Headings

The division of this Contract into articles and sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Contract.

1.3. Use of the Word “Including”

The word “including” when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word “including” or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

1.4. Currency

All transactions referred to in this Contract will be made in lawful currency of Canada.

1.5. Singular, Plural, Gender and Person

Wherever in this Contract the context so requires the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender.

1.6. Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.7. Schedules

The following attached schedules (the “Schedules”) are incorporated in this Contract and are deemed to be part of this Contract:

Schedule A	-	Services and Fees
Schedule B	-	Insurance

1.8. Order of Priority

If there is a conflict between a provision in a Schedule to this Contract and any other provision of this Contract, the other provision of this Contract will prevail unless the provision in a Schedule expressly states that it will prevail over a conflicting provision of the Contract. If this Contract is a result of a competitive procurement process, the order of priority of documents from highest to lowest will be:

- (a) this Contract;
- (b) Schedules A and B;
- (c) the RMOW's purchase order for the Services (if any);
- (d) extracts from the Consultant’s Submission respecting the Services, that are attached as a Schedule (if any); and
- (e) extracts from RMOW's Procurement Documents respecting the Services, that are attached as a Schedule (if any).

2. TERM OF CONTRACT

2.1. Term

The term of this Contract (the “**Term**”) will commence on Month... Day, 20XX (year) and continue until Month Day, 20XX (year), subject to the following:

- a. earlier termination in accordance with the terms of this Contract; and
- b. renewal or extension of the Term on such terms as the parties agree to in writing. If the parties agree to an extension of the Term, then the following will apply:
 - (i) the parties will mutually agree on a new Schedule A – Services and Fees;
 - (ii) all other terms and conditions of this Contract not mutually amended will remain the same; and
 - (iii) the Term will be extended for the period(s) agreed to by the parties.

3. SERVICES PROVIDED

3.1. Services

The Consultant shall provide the Services described in Schedule A in accordance with this Contract.

3.2. Approvals

The Consultant shall procure and pay for all approvals necessary or advisable to perform its obligations under this Contract.

3.3. Service Standards

The Consultant will at all times during the Term of this Contract perform the Services using standards, practices, methods and procedures to a good commercial standard, in accordance with and conforming to all applicable law and exercising that degree of care, skill and diligence which would reasonably and ordinarily be expected from a qualified, skilled and experienced person in British Columbia providing Services similar in scope, nature and complexity to the Services.

3.4. Supervision

The Consultant shall ensure all persons employed or retained by the Consultant to provide the Services are competent to perform them, meet all professional qualifications, and are properly trained, instructed and supervised.

3.5. RMOW Instructions

RMOW may from time to time give the Consultant reasonable instructions (in writing or otherwise) as to the Services required to be provided. The Consultant shall comply with those instructions; however, the Consultant shall determine the manner in which the instructions are carried out.

3.6. RMOW Facilities

The RMOW may, but is not required, to provide any facilities (including but not limited to work space, office equipment, computer equipment, telephone or other communication devices, or secretarial support) or other technical, accounting, transportation or other support services to the Consultant. Any instruments or tools necessary to provide the Services are the responsibility of the Consultant and are provided at the sole risk and expense of the Consultant. For certainty, the RMOW's provision of any facilities shall be for the convenience of the parties only and shall not create or be deemed to create an employment, partnership, joint venture or agency relationship between the parties.

3.7. Security Requirements

Only the employees of the Consultant specifically assigned to provide the Services and will be allowed on site at any of RMOW's facilities. The Consultant will inform RMOW in advance of the names of the employees that will attend RMOW's facilities in order to provide the Services. RMOW will inform the Consultant of all applicable procedures related to security. The Consultant will comply with all applicable RMOW procedures relating to security that the Consultant has been thereby informed of.

3.8. RMOW Procedures and Policies

The Consultant and any of its employees providing the Services will comply with all RMOW policies or procedures, including with regard to security, fire and safety, conflict of interest, standards of business conduct, human rights, harassment, workplace conduct and other policies or procedures of a like nature, that it has been provided copies of or otherwise been made reasonably aware of.

3.9. Representations and Warranties

The Consultant covenants, represents and warrants to the RMOW that:

- (a) the Consultant is legally entitled to carry on its business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
- (b) the Consultant has the power and capacity to enter into this Contract and to comply with every term and condition of this Contract;
- (c) all necessary proceedings have been taken to authorize the Consultant to enter into this Contract and to execute and deliver this Contract;
- (d) this Contract has been properly executed by the Consultant and is enforceable against the Consultant in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made, furnished or given by the Consultant, its principals, partners, directors, officers or anyone acting on behalf of the Consultant, to the RMOW in connection with this Contract is materially correct and accurate;
- (f) the Consultant has no knowledge of any fact that materially adversely affects or, so far as can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Contract;
- (g) the Consultant has no knowledge of any claims against it that in either case would materially adversely affect either its financial condition or its ability to fulfill its obligations under this Contract;
- (h) the Consultant is in compliance with all tax, Workers' Compensation and other legislation, regulations and laws to which it is subject, and holds all permits, licences, consents and authorities required by law to conduct its business;
- (i) the Consultant's employees specifically assigned to provide the Services are suitably qualified to enable full and proper provision of the Services and ;
- (j) the Consultant accepts all risks within this Contract identified as being borne by the Consultant;
- (k) the Consultant will comply with all the requirements of this Contract and will perform all its obligations hereunder;
- (l) no partnership, joint venture or agency involving the RMOW is created by this Contract; and
- (m) all personnel hired, retained or engaged by the Consultant to provide the Services and are not the employees of the RMOW. The Consultant is solely responsible for arranging all matters arising out of the relationship of employer and employee between the Consultant and its employees specifically assigned to provide the Services and .

4. TERMS OF PAYMENT

4.1. Payment

RMOW will pay the Consultant, in full payment and reimbursement for providing the Services, the Contract Price and expenses set out in Schedule A and the Consultant hereby accepts the same as payment in full for all Services provided by the Consultant, including all profit and all costs of supervisions, labour, overhead, financing incurred in providing the Services. The Consultant will be responsible for determining whether the Services provided are subject to any applicable taxes.

4.2. Invoices

Payments will be made on receipt of the Consultant's monthly itemized account or for such other periods as may be mutually agreed subject to verification by the RMOW that the Services have been satisfactorily performed. The Consultant's itemized account shall show the period the billing pertains to, specific time worked in the billing period, and work completed, and shall itemize all taxes as separate line items. Where required by the RMOW, the Consultant will deliver to the RMOW a written statement of any goods and services

taxation and or business identification numbers in addition to any other billing information reasonably required by the RMOW.

4.3. Disbursements

RMOW is not obliged to pay the Consultant any monies other than the Contract Price described in Schedule A. The Consultant is not entitled to reimbursement for any other expenses or disbursements of any kind except those that are necessarily and reasonably incurred due to a change in scope and have been approved in advance in writing by the RMOW or such other expenses or disbursements that have been approved in advance by the RMOW. Reimbursement is subject to submission of evidence of actual expenditures satisfactory to the RMOW and to applicable expenditure policies and procedures.

4.4. Non-Resident of Canada

If the Consultant is not a resident of Canada, RMOW may be required by law to withhold income tax from the fees described in Schedule A and then to remit that tax to the Receiver General of Canada on the Consultant's behalf.

4.5. Services Provided after Expiry of the Term

No payment will be made for Services provided after the Term of this Contract unless the Term has been renewed or extended in accordance with this Contract.

4.6. Withholding of Payments

In the event that the Consultant fails to perform its obligations pursuant to the Contract on a timely basis the RMOW may at its discretion withhold any payments otherwise owed to the Consultant, pending performance of such obligations. No interest will be paid to the Consultant as a result of any such withholding. Any withholding of payments are in addition to and will not prejudice RMOW's other rights and remedies under this Contract.

4.7. Payment Due Date and Method of Payment

Payment by the RMOW shall be net thirty (30) days from the receipt of invoices provided by the Consultant in accordance with the terms of the Contract. Payment by the RMOW will be made by direct deposit, Consultant to fill out and submit RMOW Direct Deposit Form.

5. RECORDS

5.1. Records

The Consultant will keep complete books and records (the "Records") relating to the provision of the Services including all performance and other reports, time records and books of account, invoices, receipts, vouchers of all expenses incurred in the form and content satisfactory to the RMOW acting reasonably and shall retain all such Records for two years following termination of the Contract, or for any longer period required by law.

5.2. Inform RMOW

Upon the RMOW's request, the Consultant shall fully inform the RMOW of all work done by the Consultant or an approved subcontractor in connection with providing the Services under this Contract.

5.3. Inspection

The Consultant shall permit the RMOW at all reasonable times during the Term of this Agreement and, as applicable, for a period of two (2) years thereafter (the "Access Period"), to inspect, review and copy all Work Product and other material that has been produced or received by the Consultant and any approved subcontractor as a result of this Agreement including without limitation accounting records, findings, software, data, specifications, drawings, reports and documents whether complete or not.

5.4. Audit

The RMOW shall have the right to audit the work performed by the Consultant during the Term of this Contract and for two (2) years following expiry of the Term or any extension thereof.

6. INDEPENDENT CONSULTANT

6.1. Independent Consultant

The Consultant is at all times an independent Consultant with control over the manner and means of the Consultant's performance. The Consultant is not an employee, servant or agent of RMOW and nothing herein shall create or be deemed to create a partnership, joint venture or agency relationship between the parties. The Consultant is primarily responsible for provision of the Services and may not delegate or assign any services or work to any other person without the prior written consent of RMOW. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any directors, officers, servants, agents and employees.

6.2. No Entitlement to Benefits

As an independent Consultant, the Consultant is not entitled to any benefits or payments whatsoever over and above those specifically provided for in this Contract. Specifically the Consultant will not be entitled to any rights or privileges as are available from time to time to employees of RMOW including without limitation insurance benefits, health benefits, holidays and paid vacation.

6.3. Control and Direction of Employees

The Consultant acknowledges that the Consultant is responsible for the control and direction of the Services and the control and direction of the Consultant's employees.

6.4. Statutory and Other Payments

The Consultant shall be liable and responsible for payment to the proper authorities of all income tax payments, employment insurance premiums, Canada Pension Plan contributions and assessments, and all other employment expenses, statutory or otherwise in relation to the Services provided under this Contract.

6.5. Workers Compensation

- (a) The Consultant will, at its own expense, procure and carry full Workers' Compensation Board coverage for the Consultant and employees of the Consultant engaged in the Services;
- (b) The Consultant shall comply with and ensure that any Subcontractors comply with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers' Compensation Act* and Regulations pursuant thereto. The Consultant agrees that it is the "Prime Contractor" for the Services and pursuant to Section 118 of the *Workers' Compensation Act*.
- (c) The RMOW may, on twenty-four (24) hours written notice to the Consultant, but without notice in the event of an emergency, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the RMOW be responsible for ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

6.6. Termination

If at any time Canada Revenue Agency or any other competent authority determines that the Consultant is an employee of RMOW then this Contract shall automatically terminate as of the date of such determination.

6.7. Consultant's Costs of Tax Compliance

It is clearly understood and agreed that the costs to the Consultant in complying with the preceding provisions are not subject to additional reimbursement over and above the amount provided for under the terms of this Contract.

6.8. Risk of Liability

The Consultant assumes all risk and liability for personal injury or damage to personal property caused by the Consultant's mishap, negligence or willful misconduct in carrying out the terms of this Contract and for which adequate levels of insurance coverage shall be obtained by the Consultant.

6.9. No Agency

The Consultant will not commit or purport to commit the RMOW to pay any money unless specifically authorized by this Contract.

7. BUSINESS PREMISES/LICENCE

7.1. Place of business

Unless the RMOW will be providing facilities under Section 3.6 of this Contract, the Consultant, at its own expense, will establish and maintain during the Term, a proper place of business at a lawful place that allows for reasonable commute or accessibility to the Project site from which the business and supervision of this Contract will be carried out.

7.2. Business Licence

If the Consultant maintains a place of business within the municipal boundaries of the RMOW, or generates revenue from business activity within the municipal boundaries of the RMOW, the Consultant will at all times during the Term be in possession of a valid and subsisting business licence issued to it by the RMOW and authorizing it to carry out and perform the Services required to be performed under this Contract.

8. OWNERSHIP

8.1. Work Product

The Work Product, any Confidential RMOW Information and any property provided by the RMOW to the Consultant is RMOW's exclusive property. The copyright in the Work Product belongs exclusively to the RMOW and the Consultant hereby waives any moral rights in such Work Product and confirms the vesting of copyright in such Work Product in RMOW.

8.2. Assignment of Rights in Work Product

The Consultant hereby irrevocably assigns to the RMOW all right, title and interest worldwide in and to all Work Product. In the event the Consultant has any rights in the Work Product which cannot be assigned, the Consultant agrees to waive enforcement worldwide of such rights against RMOW and, at the request of RMOW, to grant RMOW an exclusive perpetual, fully paid up license without royalty in and to such Work Product worldwide with the right to sublicense. The Consultant shall take all actions and execute all documents as may be requested by the RMOW from time to time to fully vest in RMOW all right, title and interest worldwide in and to such Work Product. RMOW agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost directly attributable to the negligent misuse or incorrect use of the Work Product by the RMOW.

8.3. Copyright Infringement

The Consultant agrees that it will not infringe any third party's intellectual property rights in creating Work Product pursuant to this Contract. The Consultant agrees to indemnify RMOW from and against any loss, damage or liability for the infringement of any patent, trade mark, trade secret or copyright by RMOW arising from or in connection with RMOW's usage of the Work Product. The Consultant agrees it shall defend, settle or compromise at its own expense any action for patent, trade mark, trade secret or copyright infringement brought against RMOW or the Consultant. The Consultant warrants and represents that all Work Product provided to RMOW pursuant to this Contract do not infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere.

8.4. Surrender of Documents and Materials

The Consultant shall not at any time or in any manner unless otherwise agreed to in writing by the RMOW, make or cause to be made copies, pictures, duplicates, facsimiles or other reproductions or recordings of any type, or any abstracts or summaries of any Work Product, reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers or materials of RMOW, or which relate in any manner to the present or prospective operations of RMOW, except as may be necessary in the provision of the Services under this Contract. The

Consultant shall have no interest in any of these materials and agrees, subject to its professional obligations, to surrender any of these materials which may be in the Consultant's possession to the RMOW immediately upon termination of this Contract at the request of RMOW or at any time prior to termination at the request of RMOW.

9. CONFIDENTIALITY

9.1. Confidentiality

The Consultant will at all times during the Term and thereafter treat as confidential all Confidential Information and other reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers, materials and documents supplied to or obtained by the Consultant as a result of this Contract. The Consultant shall not at any time during the Term or thereafter permit the publication, release or disclosure of the same without the prior written consent of RMOW except as required by applicable law.

The RMOW will at times during the Term and thereafter treat as confidential and maintain the confidentiality on all information, reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers, materials and documents provided by the Consultant, orally or in writing as confidential in nature. Except as required by law, including under the *Freedom of Information and Protection of Privacy Act*, as amended, or unless the Consultant provides its written consent, the RMOW shall not at any time during the Term or thereafter permit the publication, release or disclosure of such confidential information to any third parties.

9.2. Non-Disclosure

The Consultant will not, at any time either during the Term or thereafter, disclose to or discuss with anyone other than an authorized RMOW employee or representative, any Confidential Information of RMOW or its elected officials, officers or employees. The Consultant will use such Confidential Information and knowledge only for RMOW purposes unless the Consultant has obtained RMOW's prior express written authorization to do otherwise.

9.3. No Use of Information

The Consultant shall not use Confidential Information or any other information relating to the affairs of RMOW for the Consultant's own benefit or purposes or for the benefit or purpose of any other Person whether before or during the Term or after the expiry of the Term.

9.4. Survival

The provisions of this confidentiality clause shall survive termination of the Contract.

10. CONFLICT OF INTEREST

10.1. No Conflict of Interest

The Consultant represents and warrants to the RMOW that the Consultant does not have an interest, directly or indirectly either individually or in conjunction with another entity in any firm, association, syndicate, company, corporation or other business enterprise which could benefit or otherwise be affected by any decision likely to be made by the RMOW in reliance on or as a result of the Services provided by the Consultant under this Contract. RMOW shall provide to the Consultant its conflict of interest and standards of business conduct procedures. The Consultant shall comply with RMOW's conflict of interest and standards of business conduct procedures as provided notwithstanding the Consultant is an independent Consultant and not an employee of RMOW.

10.2. No Conflict with Other Relationships

The Consultant will not, during the Term, perform a service for or provide advice to any person, firm or corporation if in the reasonable opinion of RMOW, such performance will give rise to a conflict of interest between the Consultant and RMOW, and the Consultant shall take all steps to ensure the avoidance of all

direct or indirect conflicts of interest (either actual or potential) between the interests of the Consultant and its directors, officers, servants, agents and employees, and those of RMOW.

10.3. Disclosure of Conflict of Interest

The Consultant will immediately disclose all conflicts of interest and potential conflicts of interest to the RMOW as soon as any real or perceived conflict of interest arises.

10.4. Good Faith

The Consultant will discharge the Consultant's obligations to the RMOW in all dealings and transactions relating to the Services in the utmost good faith.

11. INDEMNIFICATION

11.1. General Indemnity

The Consultant shall indemnify and save harmless the RMOW, its elected officials, officers, employees, servants and agents from and against any and all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs and expenses the RMOW may sustain or incur at any time, either before or after the expiration or termination of this Contract, arising directly or indirectly by reason of negligent acts, errors, or omissions or wilful misconduct of the Consultant or any agent, employee, director or officer of the Consultant in connection with this Contract including any injury to or death of any person or any damage to any and all persons or property, whether deliberate, accidental or through negligence except to the extent that any such claim arises solely from the negligence of RMOW, its other Contractor(s), assigns(s) or authorized representatives.

RMOW shall indemnify and save harmless the Consultant, its elected officials, officers, employees, servants and agents from and against any and all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs and expenses the Consultant may sustain or incur at any time, either before or after the expiration or termination of this Contract, arising directly or indirectly by reason of the negligent acts or omissions or wilful misconduct of the RMOW or any agent, employee, director or officer of the RMOW in connection with this Contract including any injury to or death of any person or any damage to any and all persons or property, except to the extent that any such claim arises solely from the negligence of the Consultant, its sub-Contractor(s), assign(s) or authorized representatives.

Neither party shall be liable to the other in connection with any claim for any special, incidental, indirect or consequential loss or damages excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the party seeking indemnification, its other contractors(s), assign(s) and authorized representatives.

The maximum aggregate liability of the Consultant for any loss or damage sustained by the RMOW in connection with this Contract (whether as a result of negligence or otherwise) shall not exceed \$2,000,000.00.

11.2. Survival

The provisions of this indemnity clause will survive termination of the Contract.

12. TERMINATION

12.1. Default of Consultant

Notwithstanding any other provision of this Contract, if the Consultant is not performing the Services to the satisfaction of the RMOW or fails to perform the Services as and when reasonably requested by RMOW, or is in breach of any provision of this Contract, the RMOW may, at its option, either:

- (a) Issue written notice to the Consultant requiring that such default be corrected. If within 5 Business Days after receipt of such notice such default shall not have been corrected or reasonable steps taken to correct such default, then at the sole discretion of the RMOW, the

RMOW may give a further written notice to the Consultant immediately terminating this Contract, or:

- (b) Terminate this Contract giving 5 Business Days' notice of termination to the Consultant.

In the event the RMOW exercises its option to terminate, the RMOW may withhold payment of any amount owing to the Consultant under this Contract for the provision of the Services, set-off any damages suffered by the RMOW against any amounts owing to the Consultant under this Contract for provision of the Services and pursue other remedies to recover damages from the Consultant for any losses caused to the RMOW as a result of the Consultant's performance under this Contract.

A material breach of the privacy obligations of this Contract would be grounds to terminate the contract.

12.2. Termination Without Cause

Notwithstanding any other provision of this Contract, the RMOW or the Consultant may terminate this Contract for any reason upon giving not less than ten (10) days written notice of termination to the other party. The Contract may also be terminated in a shorter period of time as may be mutually agreed upon in writing by the parties. In the event that notice of termination is given pursuant to this section, the RMOW will pay the Consultant that portion of the fees and expenses described in this Contract which equals the portion of the Service that was completed to the RMOW's satisfaction before termination. Such payment will discharge the RMOW from all further liability under this Contract. Concurrently with termination by the RMOW pursuant to this Section, all obligations of the Consultant to perform the Services will terminate, excepting those performance obligations set out at Section 12.5 herein.

12.3. Default of RMOW

If the RMOW fails to make payment to the Consultant in accordance with this Contract, then the Consultant may, by written notice to the RMOW, require that such default be corrected. If within 5 Business Days after receipt of such notice such default shall not have been corrected, or reasonable steps taken to correct such default, the Consultant may, without limiting any other right or remedy it may have, give a further written notice to the RMOW to immediately terminate this Contract. In such event, in addition to any other rights or remedies the Consultant may have, the Consultant shall be paid by the RMOW for all Services performed pursuant to this Contract and remaining unpaid as of the effective date of such termination.

12.4. Limitation of Liability

The Consultant agrees that notwithstanding anything herein or any duty, principle, term or rule of law to the contrary, whether express or implied, RMOW shall not be liable to the Consultant for any loss or damage of any nature whatsoever flowing from early termination of this Contract, including without limitation any special, incidental, direct, indirect or consequential damages arising out of such early termination nor shall RMOW be under any obligation to the Consultant save and except for the payment for such Services as may have been performed in accordance with the terms of this Contract up to the date of termination.

12.5. Warranties to continue

If for any reason the whole or any part of this Contract is terminated, the Consultant's obligations in this Contract as to quality, correction and warranty will continue in force after such termination with respect to the Services performed by the Consultant up to the time of termination.

13. CHANGES

13.1. Right to Make Changes

The RMOW reserves the right to request changes at any time as a result of requirements, site conditions, emergencies, government regulations or any other reasonable cause and:

- (a) The RMOW will notify the Consultant in writing as soon as reasonably possible when a change in the Services is proposed or required.

- (b) Where a proposed change in Services requires an adjustment to the Contract Price and or Contract Time, agreement to the adjustment between both parties must be recorded in a Change Order.
- (c) The RMOW shall make payment of a Change Order within 30 days of execution of the Change Order by the RMOW and completion of the change in services.
- (d) The Consultant shall not perform any changes without written authorization from the RMOW.
- (e) The RMOW will not make any payment for changes not agreed to in an executed Change Order.

14. INSURANCE

14.1. Maintain Insurance

The Consultant agrees that they shall maintain and pay for insurance on the terms, including coverage, amounts and deductibles outlined in Schedule B.

The Consultant acknowledges that any requirements of the RMOW as to the amount of coverage under any policy of insurance will not constitute a representation by the RMOW that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Consultant from responsibility for any amounts for which the Consultant may be legally liable which may exceed these limits.

14.2. Evidence of Insurance

Upon the request of RMOW, the Consultant shall provide the RMOW with evidence of insurance in a form satisfactory to the RMOW.

14.3. Waiver of subrogation

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

14.4. Notice of Claims

If at any time during the provision of the Services or the Consultant becomes aware of a claim or potential claim against any insurance policy that the Consultant has, pursuant to this Contract, indicated to the RMOW may apply to the Services then the Consultant will immediately advise the RMOW in writing of such claim, including particulars.

15. ASSIGNMENT AND SUBCONTRACTING

15.1. Consent Required

The Consultant will not assign this Contract or any part thereof without the prior written consent of the RMOW. No assignment or subcontract, whether approved or not, shall relieve the Consultant of its obligations under this Contract except to the extent those obligations are in fact properly performed. In the event the RMOW approves a subcontractor, the Consultant shall secure compliance and enforce at its own expense for the benefit of the RMOW, each of the Consultant's contracts with subcontractors. Nothing contained in this Contract shall create any contractual relationship between the subcontractor and the RMOW. The Consultant agrees to bind every subcontractor to the terms and conditions of this Contract which are appropriate and applicable to the services to be provided by the subcontractor and the Consultant shall be fully responsible to the RMOW for the acts and omissions and errors of all subcontractors and of persons directly employed or contracted by them.

16. NOTICES

16.1. Notices

All notices, requests, demands and other communications required or permitted to be given under this Contract shall be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as follows:

If to the RMOW:

Name of RMOW Representative
4325 Blackcomb Way, Whistler. BC, V8E0X5
XXXXXXX@whistler.ca

If to the Consultant:

Consultant Primary Contact/Delegate
Consultant Address
Consultant Email.com

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a “**Business Day**”), or on the next Business Day if such facsimile or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

17. DISPUTE RESOLUTION

17.1. Order of proceedings

If there is any Dispute regarding the interpretation, performance or an alleged breach of this Contract, either party may give written notice of Dispute to the other party and the Consultant and the RMOW will meet within three (3) Business Days after the notice of Dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties. If the parties cannot resolve the Dispute within ten (10) Business Days after they first meet, or if the parties fail to meet within 10 (ten) Business Days of the first request for a meeting, then with the consent of both parties the matter shall be submitted to mediation. Both parties agree not to make a request for arbitration or to commence litigation without first seeking agreement through the mediation process. The mediator shall be appointed by agreement of the parties. If the parties cannot resolve the dispute within 30 calendar Days following the mediation, then with the consent of both parties, the Dispute may be referred for determination through arbitration under the Arbitration Act (British Columbia), and in the event that both parties do not so consent then either party may commence litigation to have the Dispute settled. If a Dispute is submitted for arbitration, the arbitration will be governed by the British Columbia International Commercial Arbitration Centre in accordance with its Domestic Commercial Arbitrations Rules of Procedure (“BCIAC Rules”). The arbitration shall be conducted by a single arbitrator appointed in accordance with BCIAC Rules in Vancouver, British Columbia and the award of the arbitrator including any award as to costs will be final and binding on the parties. The reference to arbitration will not preclude a party from applying to a British Columbia court of competent jurisdiction for interlocutory or interim relief.

17.2. Performance to continue during dispute

The Consultant will continue performance of this Contract during all Disputes with the RMOW, and notwithstanding any dispute the Consultant will comply with all written directions from the RMOW Representative relating to the provisions of the Services without prejudice to the Consultant's right. The timely provision of the Services may not be delayed or postponed pending resolution of any Dispute.

18. COMMUNICATION

18.1. Representatives

Each party will maintain communication with the other party in accordance with their respective obligations under this Contract. In particular:

- (a) the Consultant will appoint a representative (the "**Consultant's Representative**") who will have the duty of instituting and maintaining communication with the RMOW as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the Consultant's Representative; and
- (b) the RMOW will appoint a representative (the "**RMOW Representative**") who will have the duty of instituting and maintaining communication with the Consultant as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the RMOW Representative.

18.2. Representative's Authority

Each party's representative will have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Consultant's Representative and the RMOW Representative may be held by telephone with the consent of all parties participating in such meetings.

18.3. Change of Representation

The Consultant shall obtain written approval from the RMOW prior to changing a representative(s) or any team members by submitting a written request with resumes of each newly requested individual. The RMOW is required to approve any costs for any such un-approved Consultants or sub-contractors or other representatives. The RMOW may change its representative or alternative representative by written notice to the Consultant at any time it deems necessary.

19. DELAYS IN PERFORMANCE

19.1. Force Majeure

A party is excused from performing its obligations under this Contract if, to the extent that, and for so long as:

- (a) such party's performance is prevented or delayed by an act or event (other than economic hardship, changes in market conditions, insufficiency of funds, or unavailability of equipment and supplies) that is beyond its reasonable control and could not have been prevented or avoided by its exercise of due diligence; and
- (b) such party gives written notice to the other party, as soon as practicable under the circumstances, of the act or event that so prevents such Party from performing its obligations.

By way of illustration, and not by limitation, acts or events that may prevent or delay performance (as contemplated by this Section) include: acts of God or the public enemy, acts of civil or military authority, acts of terrorism, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods and abnormal weather conditions where the Services are being provided (as determined by comparison to the ten

(10) year average conditions indicated by Environment Canada for the area in which the Services are being provided).

20. GENERAL

20.1. Right of Set Off

In addition to any other set-off provisions in this Contract, RMOW shall be entitled to set off against a reasonable amount due or owing to the Consultant by the RMOW and for which RMOW is liable by virtue of the Consultant's failure to comply with any statutory or regulatory requirement, duty or obligation arising out of the Services under this Contract, an amount sufficient to satisfy any indemnity obligations of the Consultant in relation to such obligation as set out herein. RMOW shall also have the right to withhold any payment which relates to that portion of the Services which have not been provided by the Consultant in accordance with the terms of the Contract. When RMOW is satisfied that the Services has been performed in accordance with the terms and conditions of this Contract, RMOW will cause to be paid to the Consultant, any amount held back by the RMOW.

20.2. Successors and Assigns

This Contract ensures to the benefit of and binds the parties and their respective successors and permitted assigns.

20.3. Written Waivers

No indulgence or forbearance by either party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other party; and any such waiver must be in writing and signed by the waiving party and then such waiver shall only be effective in a specific instance and for the specific purpose for which it is given.

20.4. Further Assurances

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Contract.

20.5. Remedies Cumulative

The rights and remedies under the Contract are cumulative and are not in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

20.6. Amendment

This Contract may not be amended except by a written instrument signed by the RMOW and the Consultant.

20.7. Entire Contract

This Contract and all documents contemplated by or delivered under or in connection with this Contract constitute the entire agreement between the parties and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, or otherwise.

20.8. Governing Law

This Contract and any dispute arising out of or in connection with this Contract shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Contract.

20.9. Attornment

The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Contract.

20.10.Independent Legal Advice

The Consultant confirms it has had an opportunity to obtain independent legal advice in entering into this Contract.

20.11.Severability

Each provision of this Contract is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision shall be severed from this Contract and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Contract.

20.12.Time of Essence

Time shall be of the essence of this Contract.

20.13.No derogation.

The parties acknowledge and agree that nothing contained or implied in this Contract will be construed as limiting or prejudicing the rights and powers of RMOW in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Contract had not been entered into.

20.14.Counterparts

This Contract may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.

20.15.Survival

All obligations of each of the parties which expressly or by their nature survive termination or expiration of this Contract, will continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

IN WITNESS WHEREOF this Contract has been executed and delivered by the parties as of the day and year first above written.

RESORT MUNICIPALITY OF WHISTLER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

NAME OF CONSULTANT

Per: _____
Authorized Signatory



SCHEDULE "A"
SERVICES AND FEES

[Insert Consultant Response to RFP]

SCHEDULE "B"
INSURANCE

The Consultant shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances:

Type of Insurance	Consultant
<i>Commercial General Liability (CGL)</i>	\$3 million per occurrence
<i>Automobile Liability</i>	\$5 million per occurrence
<i>Professional Liability</i>	\$1 million per occurrence

General

1. The foregoing insurance shall be primary and not require the sharing of any loss by any coverage provider and/or insurer of the RMOW.
2. The CGL insurance policy must be extended to cover the Consultant's Blanket Contractual liability and contain a cross liability naming the RMOW and its officials, officers, employees, servants and agents as "Additional Insured."
3. All required insurance shall provide the RMOW with thirty (30) days advance written notice of cancellation on a best efforts basis.
4. The Consultant hereby waives all rights of recourse against the RMOW with regard to damage to the Consultant's property.
5. Maintenance of such insurance shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement.
6. Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the RMOW.