

REQUEST FOR PROPOSAL

Small-Scale Multi-Unit Housing Bylaw Testing

RFP #P06424-1185.06-2024

The Resort Municipality of Whistler | June 2024

Issued:	June 21, 2024
Closing Date Time:	10:00am July 10, 2024
Closing Location:	RMOW Municipal Hall 4325 Blackcomb Way, Whistler BC, V8E 0X5

Table of Contents

1	Introduction.....	1
2	Specific Project Requirements	1
3	Proponent Response.....	5
4	Project Brief	7
5	Evaluation and Selection	11
6	Form of Proposal.....	16
7	RMOW Consulting Services Agreement Contract Terms and Conditions Template..	18

1 Introduction

The Resort Municipality of Whistler (RMOW) is seeking Proposals from qualified Proponents to provide design, costing and real estate valuation services for the “Whistler Small-Scale Multi-Unit Housing Bylaw Testing” (the Project). The Project aims to test the [Small-Scale Multi-Unit Housing \(SSMUH\) Bylaw](#) by analyzing a number of representative development scenarios for small scale multi-unit housing on sites currently zoned for single-family homes, suites, and duplexes within restricted SSMUH zones.

The project approach is to engage with up to three teams of professionals with relevant experience to test the regulations of the adopted bylaw, for both physical design and buildability and financial feasibility. Financial modeling and evaluation will be completed under a separate contract.

Each team of qualified Proponents must include the following three members: an architect or designer, a builder or contractor, and a realtor or broker. The Project will be managed by a dedicated RMOW Planner, with support from the RMOW’s Manager of Planning – Projects and Planning Analyst and the Technical Director of Planning.

The purpose of this document is to provide sufficient background and scope information, including required project deliverables, timeframes for completion, and project budget, to receive detailed proposals for evaluation.

2 Specific Project Requirements

In the spring of 2023, the Province of BC released their [Homes For People](#) action plan, which aims to help close the gap between housing demand and supply and create more homes for people, faster. To support unlocking more homes faster, the B.C. Legislature passed several pieces of legislation, and regulations and policy guidelines that change the local government land use planning framework.

To encourage development of attainable housing options, B.C. Bill 44 introduced secondary suite/auxiliary residential dwelling unit (ARDU) and SSMUH requirements. These new requirements are intended to provide a range of ground-oriented housing types that are compatible in scale and form within established single-family neighbourhoods. Examples of SSMUH include:

- Attached and detached ARDUs;
- Duplexes with suites;
- Triplexes; and
- Other multiplexes up to 4 units.

Local governments must update their bylaws by June 20, 2024, to comply with these legislative requirements. Accordingly, “Zoning Amendment Bylaw (Small-Scale Multi-Unit Housing) No. 2440, 2024” (Proposed Bylaw) was adopted by RMOW Council on June 11, 2024. The Proposed Bylaw

permits SSMUH on land zoned for single-family homes, suites, and duplexes, allowing up to four dwellings per lot, depending on size and location.

2.1 Scope of Work

The Project's key purpose is to test the SSMUH Bylaw for a range of development scenarios for representative sites. Each team will be assigned three sites and a development scenario to test for each site, that will vary in the number of dwelling units and housing form. The following four variables for establishing the scenarios across three lot types and in two different zones will be considered:

1. Three or four dwelling units in one or two buildings;
2. Rental tenure or strata ownership;
3. Multiplex or single-family house with suite(s);
4. Renovation of existing building or demolition and new construction.

The RMOW will review the proposals and assign three scenarios to each team by July 20, 2024. One scenario will be tested per site. There are three key deliverables for each development site:

1. Form of development/massing model for each of the three scenarios to a detailed volumetric that effectively explores compliance to the SSMUH bylaw and associated zone regulations.
2. Complete construction spreadsheet attached as "Schedule D" to this Request For Proposals (RFP), to Class D estimate level, for each of the three scenarios. The spreadsheet provided is a traditional construct cost spreadsheet broking into divisions. The team can determine the level of detail they wish to fill out the divisional subcategories in order to increase the quality of the construction cost estimating. The RMOW will rely on the divisional roll-ups for overall pricing by division. For general construction costs, the focus will be on divisions 01 through 17, although some divisions will be general estimates based on typical projects. Division 19 is of interest to the RMOW as these fees will be charged to most conventional clients (client-builder relationship). Division 20 assumes \$0.00 for simplicity. Division 21 has a flat management fee of 12% for consistency (this has been used in multiple studies by the Canadian Home Builders' Association (CHBA) since 2018).
3. Complete BCREA (British Columbia Real Estate Association) Comparative Market Analysis and real estate valuation for all units in each of the three development scenarios.

Three teams will be selected by the RMOW. The team of qualified Proponents must include the following professionals:

- Architect/Designer – preference will be given to professionals registered with the Architectural Institute of British Columbia and practicing in the Sea to Sky Region.
- Builder/Contractor – preference will be given to member of the "Sea to Sky CHBA"

- Real Estate Agent or Broker – licensed realtor in BC and/or holds a broker’s license. Preference will be given to member of the Realtors Association of Whistler (REAW).

Attendance by each team at a final workshop/presentation with all teams to discuss the outcomes of the work is mandatory. The team is responsible for completing the work in the timeline provided. Payment of fixed price contract value will be within one RMOW billing cycle of date of completion as determined by this Scope of Work. Any extensions will be at the sole discretion of the RMOW.

2.2 Project Deliverables

The selected teams shall provide the services and deliverables as follows:

Architect/Designer

- Apply each of the three provided SSMUH housing scenarios (all will be either 3 or 4 unit) on the “typical” site provided by the RMOW – one scenario to be tested per site.
- Form of development and massing only using enhanced volumetric with articulation to show compliance to building heights and setbacks.
- Provide enough detail to test zoning parameters including maximum gross floor area, building heights, setbacks and parking and create measurable above-grade floor area – below grade exclusion space is not required, but may be incorporated as permitted, as part of this exercise. Consideration shall also be given to key building code considerations such as step code requirements and limiting distances between buildings.
- The massing model should seek to be within the parameters of the Council endorsed SSMUH bylaw. Where the housing scenario provided cannot fit within the zoning parameters, or there is a clear rationale to exceed the zoning parameters to create a better overall product, clearly identify those variances from the SSMUH bylaw and provide a written description of the rationale.
- Clearly identify which units are designated as “employee restricted units” for sale without price restriction; one unit must be restricted in a 3-unit development, and two units must be restricted in a 4-unit development. The minimum size of any unit must be 350 square feet. The maximum gross floor area for the site may be allocated between units to optimize site development, as per the SSMUH bylaw and scenario provided.

Builder/Contractor

- Assume there is an existing home on the site in all cases; this may require a full demolition, renovation, additional floor area, or the simple addition of detached ARDU depending on the scenarios provided.

- Use the form of development/massing (enhanced volumetric) created by the architect to test for construction viability (this can be iterative with the architect/designer).
- Upon review of viability, work with the architect to revise as required, with intent to stay within the Council endorsed SSMUH bylaw.
- Once a minimum viable form is completed, use the provided development cost spreadsheet to calculate total construction cost (soft, hard, servicing, contingency). This should be a Class D (indicative) estimate, defined as an estimate that indicates the final project cost that will enable ranking to be made for all options being considered. The level of accuracy of a Class D cost estimate shall be such that no more than 20% design allowance is required beyond contingency.

Real Estate Agent/Broker

- Use the form of development/massing, total number of units, and quality of fit-out as determined by the construction cost estimate. Evaluate these factors against site location, current real estate market pricing, and “employee housing restrictions” on units identified by the architect and/or team.
- Note that in any 3-unit development, one unit must be an employee restricted unit, and in any 4-unit development, two units must be employee restricted. There is no price restriction, the only restriction is for employee use and occupation.
- It is assumed that the scenarios will either be stratified projects with units sold to market (whether open market or employee restricted market) or rental tenure projects.
- Complete a BCREA Comparative Market Analysis and provide a valuation for each of the units and development scenario as a whole.

The three team members can work independently in sequential order or can work iteratively, so long as all steps and outcomes are completed as the scope of work requested.

2.3 Available Resources

The RMOW will ensure that each team is provided with the required materials on the start date of the contract as defined in the Scope of Work. The following will be provided to the selected teams:

- Three development sites in restricted SSMUH zones, each with a unique development scenario
 - One median lot (approx. 950 square metres);
 - One large lot (approx. 1,278 square metres);
 - One complex/steep lot (approx. 1,278 square metres);
- Site plans inclusive of property line, site grades and zoning parameters;

- Construction Cost Spreadsheet;
- BC Real Estate Association (BCREA) Comparative market Analysis; and
- The Council endorsed SSMUH bylaw and background reports.

The RMOW will have a dedicated staff resource proficient in the terms of the new SSMUH bylaw for questions and clarifications. All questions and clarifications will be drafted and provided to all teams. The RMOW will host a kick-off session and will provide access to the dedicated staff resource in a 1:1 meeting within the first two weeks of project initiation.

2.4 Timeline

The RFP will be issued on June 21, 2024 and will close on July 10, 2024. Following the closing date, the RMOW intends to provide the Notification of Award for the contract to the preferred Proponent on or around: July 20, 2024. By this date, selected team will be invited to a kickoff meeting, where scenarios will be assigned. An overview of the SSMUH bylaw, and its interpretation, will also be provided at the kickoff meeting.

Deliverables are due by August 27, 2024, allowing six weeks for completion. A mid-term check-in meeting with each team will occur during the week of August 5, 2024. Deliverables will be analyzed throughout September followed by a presentation to RMOW Council in October 2024.

3 Proponent Response

3.1 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 less than 9MB.
- 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.

3.2 Executive Summary

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

3.3 Project Understanding and Proposed Work Plan

Proposals shall include a detailed description of the team's understanding of the project, outlining the project deliverables, the proposed approach, strategy, and methodology to achieve the objectives. Proponents must demonstrate their strengths and ability to perform the requested services, specifying which team members will handle each task along with their relevant qualifications and experiences.

Additionally, proposals shall also include a Work Breakdown Structure (WBS) or a similar project management-based breakdown that defines the work plan, detailing an approach/strategy and methodology to meet the objectives and demonstrate the team's capability to deliver the requested services.

3.4 Timeline

Proposals must include a detailed proposed project timeline based on the work plan for completion of all work and submission of all required deliverables and milestone dates. Proponents must describe the total number of days required to complete each deliverable or stage of work, aligned with the provided timeline described in section 2.4. The proposal must indicate and confirm the capacity of each team member to complete required tasks within the RMOW specified project completion date.

3.5 Proposed Costs

The scope of work is to be completed on a fixed-price contract of \$15,000 per team. There will be no changes, allowances, or alterations to this budget. Other than the material identified in Section 2.3, all teams will be fully responsible for the supply of all other materials required to deliver the work as outlined herein. There shall be no remuneration for any time, materials, travels, or fees incurred to deliver the deliverables as outlined in the scope of work. Each bidding team must be satisfied that they can complete the identified scope of work within the identified timelines for the fixed price of \$15,000 per team.

Upon completion of the scope of work, the RMOW may choose to engage any one team, or all teams, for additional follow-up work if desired or deemed necessary.

3.6 Proponent Qualifications

Proposals shall provide a description of the qualifications and relevant experience that demonstrate the Proponent team's 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. Note that prior to any Proponent member being changed during the evaluation or post bid process, resumes must be submitted for approval to the RMOW.

3.7 Summary of Related Experience

The proposal shall contain at least two (2) specific project examples that the Proponent has completed in the past ten (10) years that demonstrate the Proponent and the Proponent's team member's ability to undertake the proposed project. A sample of the work completed on the project examples can be included as a Proposal Appendix. Descriptions of previous projects shall be relevant and related to the proposed project and dated and the proponent's team members shall have been involved on the project examples. Descriptions of previous projects shall include at a minimum:

- 1) Name of the project;
- 2) Summary of the project;
- 3) Start and completion dates; and
- 4) Key individuals involved.

3.8 Addenda

The proposal shall acknowledge that they have read and understood all addenda posted by indicating in the Form of Proposal.

4 Project Brief

This is a Request for Proposal and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the RMOW by this RFP or by submission of any proposal or by consideration of, or failure or refusal to, consider any proposal by the RMOW. Further, the Contract, when executed, is the sole source of any contractual obligation on the RMOW with respect to the project.

Throughout this document reference is made to the "Proponent" as the entity preparing the response to the RFP. The term "Consultant" is used to represent the Proponent after the Contract is signed.

The "Preferred Proponent" is the Proponent judged to have the "best overall proposal" based on the evaluation score outlined in section 6 Evaluation and Selection which will be selected to enter into negotiations leading to a Contract with the RMOW. If negotiations are unsuccessful, the next highest rated Proponent may be deemed to be the Preferred Proponent and negotiations may be commenced with them.

4.1 Submission & Award

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

Name: Louis-Felix Tremblay Renaud, Planner

Email: lrenaud@whistler.ca

The proposal shall be submitted with the price quoted in \$CDN for each item defined in the Specific Project Requirements (SPR) defined in section 2. on or before: July 10, 2024 at 10:00 am.

Following the closing date, the RMOW intends to provide the Notification of Award for the contract to the preferred Proponent on or around: July 20, 2024.

4.2 Inquiries

All inquiries related to this RFP shall be directed in writing (by email) to:

Name: Louis-Felix Tremblay Renaud, Planner

Email: lrenaud@whistler.ca

Please clearly identify the RFP number and title when submitting a question.

4.3 Addenda

The final day for questions is 5 business days before the closing date. If the RMOW determines that an amendment is required to this RFP, the RMOW will post the amendment on the RMOW and BC Bid web sites no less than 3 calendar days prior to closing.

4.4 Duration of Proposal

The Proposal will be irrevocable and open for acceptance by the RMOW for a period of 60 calendar days from the day following the closing date, even if the Proposal of another Proponent is accepted by the owner.

4.5 No Contract

This RFP is an invitation for Proposals (including prices and terms) for the convenience of all parties. It is not a tender and no obligation of any kind will arise from this RFP or the submission of a Proposal. The RMOW may negotiate changes to any terms of a Proposal, including prices; and may negotiate with one or more Proponents, or may at any time invite or permit the submission of a Proposal (including prices and terms) from other parties who have not submitted Proposals before the closing date.

4.6 Acceptance

A Proposal will be an offer to the RMOW which the RMOW may accept within 60 days by sending a Notice of Award to the Proponent. Note that the RMOW will select the proposal that it deems, in its sole and absolute discretion, demonstrates the best combination of corporate qualifications, technical capability, project understanding, proposed approach to achieving the specified goals, and estimated total costs.

4.7 Right to Reject

The RMOW is not bound to accept the lowest price proposal, nor is the RMOW in any way bound to award the project to any of the Proponent proposals. The RMOW reserves the right to reject any or all proposals for any reason whatsoever.

4.8 Liability for Errors

The information contained in this 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.

4.9 Responsibility

The Proponent shall not transfer responsibility to meet the obligations under its Proposal to a third party without the consent, in writing, of the RMOW project manager.

4.10 No Collusion

Proponents shall not directly or indirectly communicate with any other Proponent regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.

4.11 Conflict of Interest

A Proponent must disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RMOW, its elected or appointed officials or employees. The RMOW may rely on such disclosure.

4.12 Solicitation of Council Members and RMOW Staff

Proponents and their agents will not contact any member of the RMOW Council or RMOW staff with respect to this RFP, other than the contact person named in Section 4.2 at any time prior to the award of a contract or the cancellation of this RFP.

4.13 Confidentiality

All Proposals become the property of the RMOW and will not be returned to the Proponent. All Proposals will be held in confidence by the RMOW unless otherwise required by law. Proponents shall be aware the RMOW is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

4.14 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the RMOW or its representatives and consultants, relating to or arising from the RFP. The RMOW will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

4.15 Proponents Qualifications

By submitting a Proposal, a Proponent represents that it has the expertise, qualifications, resources, and relevant experience to supply the services requested.

4.16 Contract Terms and Conditions

The successful Proponent, prior to Notice to Proceed, will sign the Terms and Conditions as outlined in the RMOW Professional Services agreement attached in Section 7.

4.17 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Proponent 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
<i>Commercial General Liability (CGL)</i>	\$2 million aggregate
<i>Professional Liability</i>	\$2 million per occurrence, \$5 million aggregate

4.18 Subcontracting

Proposed subcontractors must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility of the project.

4.19 Signature

The legal name of the person or firm submitting the Proposal shall be inserted in the Form of Proposal (Section 6). The Proposal shall be signed by a person authorized to sign on behalf of the Proponent and include the following:

- If the Proponent is a corporation, then the full name of the corporation shall be included, together with the names of authorized signatories. The Proposal shall be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture shall be included, and each partner or joint venture shall sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture shall provide evidence to the satisfaction of the RMOW that the person(s) signing have signing authority for the partnership or joint venture). If a

partner or joint venture is a corporation then such corporation shall sign as indicated in subsection (a) above; or

- If the Proponent is an individual, including a sole proprietorship, the name of the individual shall be included.

5 Evaluation and Selection

5.1 Evaluation Team

The evaluation of Proposals will be undertaken by the Evaluation Team on behalf of the RMOW. The Evaluation Team may consist of one or more persons at the Evaluation Team's discretion. The Evaluation Team may consult with other RMOW staff, or third-party individuals at their discretion.

5.2 Mandatory Criteria

Any Proposal that does not satisfy all mandatory criteria may be rejected.

Required (Mandatory) Criteria	Check
1. The proposal must be received by the specified closing date and 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.	

5.3 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 and Proposed Work Plan	70	50

Qualifications and Experience	20	15
Timeline	10	5
TOTAL	100	70

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	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 is not acceptable or relevant.
0%	Unacceptable	Proposed solution deemed unacceptable in every aspect.

5.3.1 Project Understanding and Proposed Work Plan

The Proponents will be scored on their understanding of the Proposal as described in the Specific Project Requirements (SPR) Section 2. As a part of the Executive Summary, include a narrative that illustrates an understanding of the RFP requirements, the needs of the RMOW and any proposed augmentations to the RFP to ensure that the objective of the project will be fully met.

Additionally, the Proponent will be scored on their work plan to perform the project, and shall express high level solution to the tasks in the SPR.

The Evaluation Team will take the entire Proposal submission into consideration when evaluating the Project Understanding and Proposed Work Plan 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 submitted Proposal acknowledge all criteria in the SPR accurately?
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?

5.3.2 Qualifications and Experience

Qualifications of the Proponent and Proponents team are to be submitted according to section 3.6 and 3.7. Only qualifications that are relevant to the SPR 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 Proponents Proposal.
Proponent's team's experience with similar projects within the last ten (10) years. Submitted experience beyond the previous ten (10) 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 ten (10) years and is relevant to the SOW of the project.

5.3.3 Timeline

Timelines that do not match with the milestone dates described in section 2.4 may be scored lower. Alternative timelines to section 2.4 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 milestone dates 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 provided timeline, with start and end dates for each task.
Includes milestone dates and deliverables.
Timeline items are adequately broken down and easy to follow.
Proponent demonstrate ability to complete the services and be available within the provided timeline.

5.4 Interviews

If final tabulated scores are within 5 points, the Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide either clarifications of their Proposals or a request to present on specified criteria and scoring. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Interview questions and scoring may or may not be provided to the Proponent before the interview.

5.5 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.

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 or legal costs in the administration of the Contract if it is awarded to the Proponent.

5.6 Consideration of Relevant Factors

The RMOW reserves the right to decline to select any Proponent which the RMOW, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to RMOW as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

5.7 Additional Information

The RMOW reserves the right to select the Proponent best suited for the project and intends to evaluate the proposal(s) as fairly.

The RMOW has disclaimed any intention to assume contractual or other obligations to Proponents during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds with one of the Proponents, or how it will evaluate proposals.

If a proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the RMOW may prepare a list of questions for the Proponent, to clarify or remedy the deficiencies. If, in the opinion of the RMOW, these clarifications and rectifications do not overcome the deficiencies, the RMOW, at its sole and absolute discretion, may decide to reject the proposal. The RMOW may contact any or all of the Proponents to seek further clarification and information before awarding the contract.

6 Form of Proposal

RFP Project Title: Small-Scale Multi-Unit Housing Bylaw Testing

RFP Reference No: P06424-1185.06-2024

Legal Name of Proponent:

Contact Person and Title:

Business Address:

Telephone:

E-Mail Address:

Dear Sir/Madam:

I/We, the undersigned duly authorized representative of the contractor, having received and carefully reviewed all of the Proposal documents, including the RFP and the following addenda:

(addenda, if any)

and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

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

I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime consultant” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the “prime consultant”, 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)

7 RMOW Consulting Services Agreement Contract Terms and Conditions Template

CONTRACT FOR CONSULTING SERVICES

MASTER SERVICES AGREEMENT –

THIS AGREEMENT is effective as of the XXth day of XXXXXXXX, 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) “**Contract Price**” has the meaning given in Schedule B of this Contract;
- (h) “**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;
- (i) “**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;
- (j) “**Procurement Documents**” means the procurement documents attached hereto as Schedule F (if any);
- (k) “**Records**” has the meaning set out in Section 5.1 of this Contract;
- (l) “**RMOW Representative**” has the meaning given in Section 18.1 of this Contract;
- (m) “**Services**” has the meaning given in Schedule A to this Contract;

- (n) **“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.
- (o) **“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 to be Provided
Schedule B	-	Payment and Fees Schedule
Schedule C	-	Insurance
Schedule D	-	RMOW Construction Cost Spreadsheet Template

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, B, and C;
- (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 2024 (year) and continue until Month Day, 2024 (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 B – Payment and Fees Schedule;
 - (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 B 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 B. 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 B 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 C.

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. The Consultant will not subcontract any of the Consultant's obligations under this Contract to any Person other than the Persons listed in Schedule D (if any) 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
XXXXXXXX@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 TO BE PROVIDED

[Insert Consultant Response to RFP]

SCHEDULE “B”**PAYMENT AND FEES FOR SERVICES**Contract Price

1. In consideration of the Consultant satisfactorily performing the Services , the RMOW will pay the Consultant the following sums plus goods and services tax (the “**Contract Price**”):
 - (a) \$15,000.00 per selected team.

Canadian funds as stated in each individual proposal with rates as per the accepted Schedule of Fees shown below. Exclusive of GST.

2. The RMOW will reimburse the Consultant for expenses that are necessarily and reasonably incurred due to a change in scope and have been approved in advance by the RMOW. Reimbursement is subject to the submission of evidence of actual expenditures satisfactory to the RMOW and in accordance with applicable expenditure policies and procedures.
3. The pricing set out in this Schedule is inclusive of:
 - (a) All Living-Out-Allowances
 - (b) All travel charges and mileage
 - (c) All Equipment charges
 - (d) All document materials
4. Coordinates and site elevation shall be provided by RMOW at no cost to the Consultant.
5. Consultant to fill out and submit RMOW Direct Deposit Form.
6. Contractor Name Schedule of Fees below for YEAR as per below table. Escalation rates for future years will be % per year.

SCHEDULE “C”**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>	\$2 million aggregate
<i>Professional Liability</i>	\$2 million per occurrence, \$5million aggregate

General

- 1 The foregoing insurance shall be primary and not require the sharing of any loss by any coverage provider and/or insurer of 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 RMOW with 30 days advance written notice of cancellation on a best efforts basis.
- 4 The Consultant hereby waives all rights of recourse against 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 Contract.
- 6 Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the RMOW.

SCHEDULE “D”

RMOW CONSTRUCTION COST SPREADSHEET TEMPLATE

		1	2	3	4
Gross Building Area, Incl. Mechanical, Garages & Patio's		3,500	???	???	???
1	Division 01 General Requirements				
2	1010 Site supervision, Foreman	100			
3	1020 Labour, General, Scaffold, Hoarding, Cleaning	100			
4	1030 Site Trailer, Storage Container, W/C	100			
5	1040 Trucking, Deliveries, Courier	100			
6	1050 Equipment Rental, Crane, Forklift or similar	100			
7	1060 Tool & Equipment Rental, Misc Purchases	100			
8	1070 Garbage Removal, Tip Fees, WC	100			
9	1080 Temporary Hydro, Generator, Gas, Fuel, Heating	100			
10	1090 Temporary Internet & Communication	100			
11	1100 Accounting & Legal	100			
12	1110 Site Security, Fencing, Safety, First Aid	100			
13	1120 Office Supplies, Photography, Digital Record, Printing	100			
14	1130 Inspection, Testing, Certification, Warranty	100			
15	1140 Scaffold, Safety Equipment	100			
16	1150 Snow Clearing & Removal	100			
17	1160 Moving, Storage, Containers & Logistics	100			
18	1170 Finish surfaces protection	100			
19	1180 Post-Construction Cleaning, including Windows	100			
20	1200 Site Expense, Miscellaneous	100			
21	Division 02 Existing Conditions, Site Works				
22	2010 Demolition, Site Set Up	100			
23	2020 Excavation incl Structural Fill, Retaining & Grading	100			
24	2030 Drilling & Blasting, Rock Hammer	100			
25	2040 Sewer, Hydro, Tel., Gas Hook-up	100			
26	2050 Sanitary, Service Connection, Lift Station	100			
27	2060 Drainage, Roof, Perimeter & Stormwater, Backfill	100			
28	2070 Landscape, Plants, Planting & Tree Removal	100			
29	2080 Landscape, Walls, Ponds, Fencing, Netting	100			
30	2090 Landscape, Hard Surfaces, Specialty Concrete	100			
31	2100 Landscape, Irrigation	100			
32	2110 Driveway Paving, Pavers, Asphalt, Curbs	100			
33	2120 Site Expense, Miscellaneous	100			
34	Division 03 Concrete				
35	3000 Foundation, Concrete Contract	100			
36	3010 Labour, Concrete, Vertical & Horizontal	100			
37	3020 Forming Materials, Rentals incl. Suspended Slabs	100			
38	3030 Reinforcing Steel, Installation	100			
39	3040 Concrete Material	100			
40	3050 Concrete Pump	100			
41	3060 Damp-proofing, Coatings, Drainage Mat	100			
42	3070 Slabs, Topping, Place & Finish	100			
43	3080 Cutting & Coring	100			
44	3090 Architectural Conc, Specialty Finishes	100			
45	Division 04 Masonry				
46	4010 Unit Masonry	100			
47	4020 Stone, Exterior incl. Chimneys & Landscape walls	100			
48	4030 Stone, Interior	100			
49	4040 Fireplaces & Accessories	100			
50	4050 Stone, Hoarding & Heating	100			
51	Division 05 Steel & Metals				
52	5010 Steel, Detailing Specs & Quantities	100			
53	5020 Framing Connectors, Hangers, Brackets etc	100			
54	5030 Structural Steel, Fabrication, Installation	100			
55	5040 Structural Steel Stairs	100			
56	5050 Exterior Railings, Metal Components, Cable & Finishes	100			
57	5060 Decorative Metal Work, Excluding Stairs	100			
58	Division 06 Wood, Plastics, Composites				
59	6010 Building Materials, Not Specified	100			

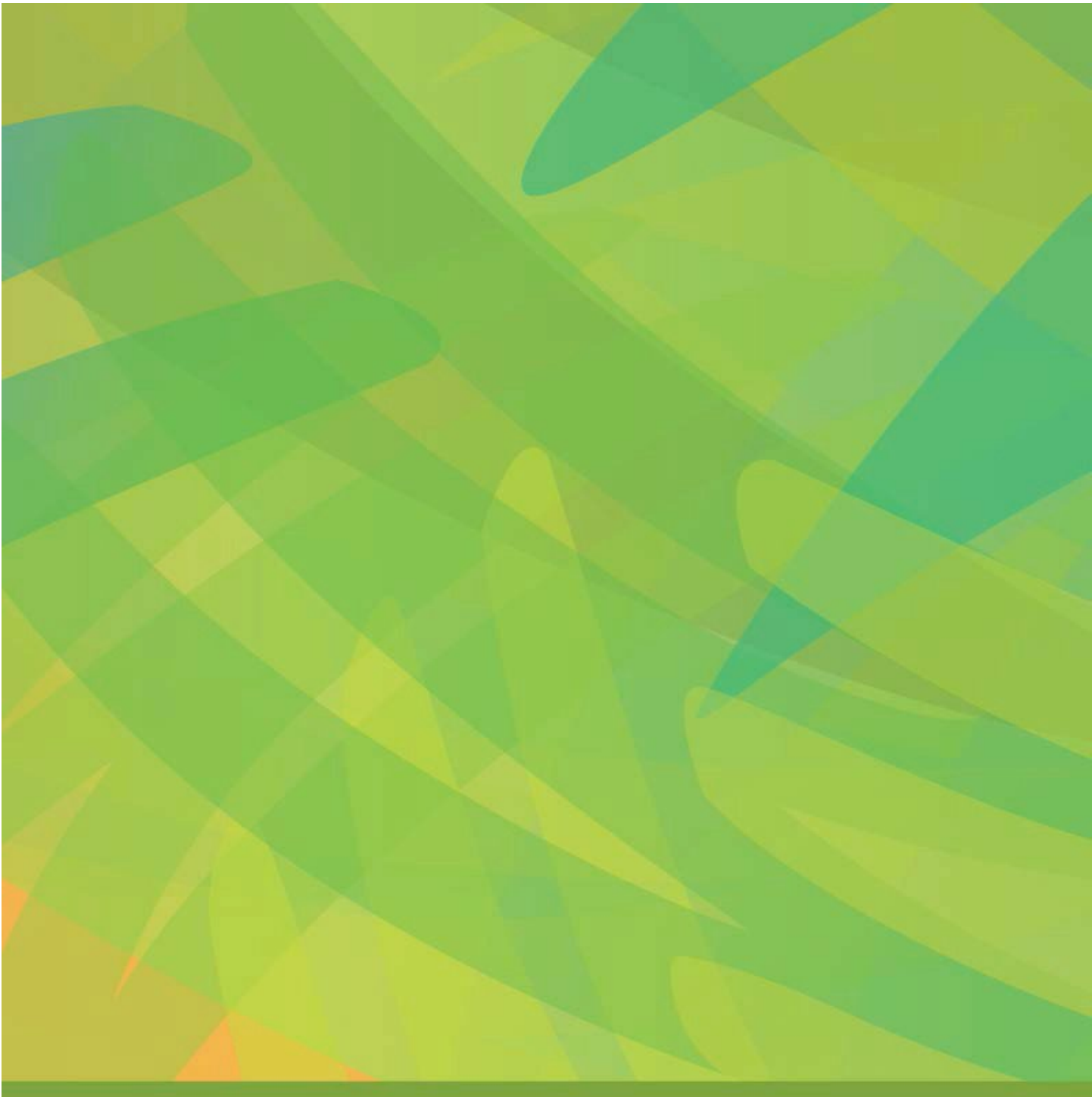
60	6020	Building Materials, Engineered Wood Products	100
61	6030	Building Materials, Structural Panels	100
62	6040	Building Materials, Rough Framing	100
63	6050	Building Materials, Interior, Backframing, Misc	100
64	6060	Building Materials, Exterior, Envelope, Misc	100
65	6070	Specialty Lumber, Beams, Rafters, Logs	100
66	6080	Specialty Lumber, Decking, T&G, Trim, Misc	100
67	6090	Specialty Lumber, Exterior, Facia, Soffits, Siding	100
68	6100	Nails, Bolts, Adhesives, Misc Tools & Supplies	100
69	6110	Interior Finishing Materials, Trim, Specialty Products	100
70	6120	Labour, Not specified	100
71	6130	Labour, Framing, Rough Carpentry	100
72	6140	Labour, Back Framing	100
73	6150	Labour, Exterior, Window & Door Install	100
74	6160	Labour, Exterior Finishes, Soffits, Siding, Decks	100
75	6170	Labour, Interior, Finishing incl. Doors	100
76	6180	Cabinetry, Built-in Millwork	100
77	Division 07	Thermal and Moisture Protection	
78	7010	Insulation & Vapour Barrier, Contracts	100
79	7020	Insulation & Vapour Barrier, Materials	100
80	7030	Labour, Envelope, Insulation, Rainscreen	100
81	7040	Roof, Decks, Membranes, Waterproofing, Misc	100
82	7050	Metal Roof & Cladding, incl Snow Stops	100
83	7060	Metal Flashings, Facia, Trim, Sheet Metal	100
84	7070	Roof Gutters, Drainage, Heat-trace	100
85	7080	Siding Panels, Cement, Composites	100
86	Division 08	Openings, Windows, Doors	
87	8010	Windows, Supply & Installation	100
88	8020	Exterior Doors, Supply & Installation	100
89	8030	Windows & Doors, Glazing	100
90	8040	Skylights, Roof Glazing	100
91	8050	Interior Doors & Jambs	100
92	8060	Garage Doors, Installation	100
93	8070	Door Hardware	100
94	Division 09	Finishes	
95	9010	Drywall & Plaster, Interior	100
96	9020	Tile & Stone, Material	100
97	9030	Solid Surfaces, Slabs, Counter-tops, Details	100
98	9040	Tile & Stone, Installation including membranes	100
99	9050	Hardwood Floor, Supply, Prep, Install & Finishing	100
100	9060	Specialty Floors, Stairs, Misc Interior Details	100
101	9070	Interior Painting, Trim & Wall Coverings	100
102	9080	Exterior Painting, Facia, Soffits, Siding, Trim	100
103	9090	Wood Finishes, Stain, Special Treatments	100
104	9100	Painting, Materials, Misc or Not specified	100
105	Division 10	Specialties	
106	10010	Suspended Stairs, Wood, Treads & Nosings	100
107	10020	Shower Doors, Mirrors, Panels, Shelving	100
108	10030	Railings & Gaurdrails, Glass, Exterior	100
109	10040	Railings & Gaurdrails, Glass, Interior	100
110	10050	Hardware, Excluding Doors	100
111	Division 11	Equipment	
112	11010	Appliances, including Installation	100
113	11020	Vacuum System & Equipment	100
114	Division 12	Furnishings	
115	12010	Carpet Supply & Installation	100
116	12020	Window Treatment, Blinds, Automation	100
117	12030	Furniture, Furnishings	100
118	Division 13	Special Construction	
119	13010	Entry Gates, Automation & Associated Improvements	100
120	13020	Hot Tub, Special Construction & Equipment	100

121	13030	Pool, Special Construction & Equipment	100
122	13040	Sauna, Steam Rooms & Equipment	100
123	13050	Wine Cellar & Equipment	100
124	13060	Fire Pit	100
125	Division 14	Conveying Systems	
126	14010	Elevator, Dumbwaiter, including Interior fitout	100
127	Division 15	HVAC, Mechanical, Plumbing, Fire	
128	15010	Mechanical, HVAC including Heat Pumps	100
129	15020	Gas Services, Distribution & Finishing	100
130	15030	Plumbing, Labour & Materials	100
131	15040	Plumbing, Fixtures, Heated Towel Bars & Accessories	100
132	15050	Plumbing, Water Filtration	100
133	15060	Fire Suppression, Sprinklers	100
134	Division 16	Electrical, EV, Solar & Storage	
135	16010	Electrical, Service	100
136	16020	Electrical, Labour & Materials	100
137	16030	Electrical, Light Fixtures including Rough-ins	100
138	16040	Electrical, Light Fixtures, Custom	100
139	16050	EV Charging	100
140	16060	Solar	100
141	Division 17	Electronic Safety, Network, AV and Security	
142	17010	Audio Visual, Entertainment	100
143	17020	Security, Camera & Communication	100
144	Division 18	Consultants	
145	18010	Consultants, Architecture & Drafting	100
146	18020	Consultants, Civil	100
147	18030	Consultants, Code, other Technical Expertise	100
148	18040	Consultants, Energy incl. Step Code Assessment	100
149	18050	Consultants, Envelope	100
150	18060	Consultants, Geotechnical Engineer	100
151	18070	Consultants, Interior Design	100
152	18080	Consultants, Landscape Design	100
153	18090	Consultants, Sprinkler Engineer	100
154	18100	Consultants, Structural Engineer	100
155	18110	Consultants, Survey, Layout & Legal	100
156	18120	Consultants, Other	100
157	Division 19	Soft Costs	
158	19010	Permits, Building, Plumbing, Misc	100
159	19020	Insurance & Home Warranty	100
160	19030	Customs Broker, Taxes	100
161	19040	Financing	100
162	Division 20	Change Orders, Back Charges, Owner Expenses (assume \$0)	
163	20010	Owner Expenses	-
164	20020	Change Orders	-
165	Division 21	Management (assume simple at 12%)	
166	21010	Management Fee, PM	100
167	21020	Management Fee, GST, Taxes	100
168	21030	Profit & Overhead	100
169		Sub-Total	14,500
170		Taxes, not already captured	-
171		TOTAL CONSTRUCTION BUDGET/COST	14,500
		\$/SqFt \$	4.14
1	Division 01	General Requirements	1,900
27	Division 02	Existing Conditions, Site Works	1,200
43	Division 03	Concrete	1,000
54	Division 04	Masonry	500
61	Division 05	Steel & Metals	600
70	Division 06	Wood, Plastics, Composites	1,800

90	Division 07	Thermal and Moisture Protection	800
96	Division 08	Openings, Windows, Doors	700
103	Division 09	Finishes	1,000
114	Division 10	Specialties	500
118	Division 11	Equipment	200
121	Division 12	Furnishings	300
125	Division 13	Special Construction	600
129	Division 14	Conveying Systems	100
131	Division 15	HVAC, Mechanical, Plumbing, Solar	600
138	Division 16	Electrical & Communications	600
145	Division 17	Electronic Safety, Network, AV and Security	200
148	Division 18	Consultants	1,200
160	Division 19	Soft Costs	400
165	Division 20	Change Orders, Back Charges, Owner Expenses (\$0)	-
169	Division 21	Management (12%)	300
		GST, Taxes not already accounted for	-
			<hr/>
			14,500

Sample Summary 1

Division 01	General Requirements	13.10%
Division 02	Existing Conditions, Site Works	8.28%
Division 03	Concrete	6.90%
Division 04	Masonry	3.45%
Division 05	Steel & Metals	4.14%
Division 06	Wood, Plastics, Composites	12.41%
Division 07	Thermal and Moisture Protection	5.52%
Division 08	Openings, Windows, Doors	4.83%
Division 09	Finishes	6.90%
Division 10	Specialties	3.45%
Division 11	Equipment	1.38%
Division 12	Furnishings	2.07%
Division 13	Special Construction	4.14%
Division 14	Conveying Systems	0.69%
Division 15	HVAC, Mechanical, Plumbing, Solar	4.14%
Division 16	Electrical & Communications	4.14%
Division 17	Electronic Safety, Network, AV and Security	1.38%
Division 18	Consultants	8.28%
Division 19	Soft Costs	2.76%
Division 20	Change Orders, Back Charges, Owner Expenses	0.00%
Division 21	Management	2.07%
		<hr/>
		100.00%



The Resort Municipality of Whistler

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2010 Olympic and Paralympic
Winter Games

4325 Blackcomb Way
Whistler, BC Canada V8E0X5
www.whistler.ca

TEL 604 932 5535
TF 1 866 932 5535
FAX 604 935 8109