



REQUEST FOR PROPOSAL

CLIMATE ADAPTATION PLAN

RFP No.: 260629

Issue Date: June 29, 2026

Closing Date: 4:00 p.m. (Pacific Time), Friday August 7, 2026

Municipal Representative: Eric Villeneuve, Director of Operations
Village of Lions Bay

Email: doo@lionsbay.ca

1. INTRODUCTION AND INVITATION

The Municipality of the Village of Lions Bay (the “Municipality” or “Village”) invites proposals from qualified and experienced consultants to complete a Climate Adaptation Plan.

The Village of Lions Bay is a small, scenic coastal community of approximately 1,400 residents located on the steep forested slopes of Howe Sound, between Horseshoe Bay and Squamish, British Columbia. The Village encompasses approximately 2.6 square kilometres characterized by steep topography, forested terrain, multiple small creeks and ravines, and a linear built form along Highway 99 and the shoreline.

Lions Bay’s location between the ocean and peaks that rise to almost 6,000 feet means the community is influenced by both marine and mountain weather regimes. In recent years, Lions Bay has experienced a range of climate-related events including a landslide in December 2024, shoreline erosion, severe storms, sea level rise, and drought. Extreme weather events resulting from climate change are exacerbating these natural hazards and increasing risks to the community.

The Village has secured funding from the Federation of Canadian Municipalities’ (FCM) Green Municipal Fund (GMF) under the Local Leadership for Climate Adaptation – Climate-Ready Plans and Processes (CRPP) initiative. This RFP is being issued to engage qualified consultant(s) to deliver the project on behalf of the Village

2. SUBMISSION DETAILS

- 2.1 Proposals must be submitted electronically to Eric Villeneuve, Director of Operations by email at: doo@lionsbay.ca and should be clearly identified as: “**CLIMATE ADAPTATION PLAN – RFP 260629**”
- 2.2 Proposals must be received in the recipient inbox no later than 4:00 PM Pacific Time, Friday August 7, 2026. This is a mandatory requirement. Proposals received after the closing time will not be accepted.
- 2.3 Submissions must be provided in Microsoft Word or PDF formats.
- 2.4 Deadline to submit questions is July 23, 2026. Final addendum, if required, will be issued by July 28, 2026.
- 2.5 Proponents are encouraged to confirm receipt of proposals due to potential size restrictions of email attachments.
- 2.6 Proposals will not be opened in public.
- 2.7 All enquiries related to this RFP must be submitted in writing to the Municipal Representative.

3. KEY OBJECTIVES

3.1 The Village understands that the infrastructure it maintains, the natural assets it manages, and the services it delivers are being increasingly strained by a changing climate. To prepare for projected climate hazards and build resilience, the Village is seeking a qualified consultant (or consultant team) to:

- Conduct a community-wide Climate Risk Assessment (CRA); and
- Develop a community Climate Adaptation Plan (CAP) informed by the CRA, that identifies and prioritizes actions to reduce climate risk and strengthen resilience.

The project will be delivered in alignment with the Squamish Nation Climate Legacy Strategy, Metro Vancouver Regional District's Climate 2050 strategy and the work of the Át'ka7tsem/Howe Sound Biosphere Region, and will incorporate Anti-Racism, Equity and Inclusion (AREI) principles and steps towards Indigenous reconciliation.

3.2 The Climate Adaptation Planning project is anticipated to be organized around six activities, detailed scope of each is included in Section 4:

- 3.2.1 Project Initiation and Startup
- 3.2.2 Community and Stakeholder Engagement
- 3.2.3 Climate Risk Assessment
- 3.2.4 Climate Adaptation Plan
- 3.2.5 Identification of Priority Implementation Project(s)
- 3.2.6 Final Project Report for GMF

4. SCOPE OF WORK

4.1 Project Initiation and Startup:

4.1.1 Project Kickoff

The objective of this activity is to award contract, mobilize the consultant team and confirm scope, schedule, and deliverables with Village staff. Consultant will attend a kick-off meeting with Village staff.

Particular attention will be given to the following:

- The definition of success for the project.
- Scope and deliverables.
- Project timelines.
- Project risks (see Section 5).
- Village support required to complete the tasks.

Deliverables:

- Meeting agenda.
- Project kick-off meeting notes.
- Confirmed work schedule and communications protocol.

4.1.2 Review Background Materials

Review of background materials including, but not limited to:

- GMF-completed Climate-Ready Communities (CRC) Assessment Tool,
- approved GMF workplan, budget, and the proposed work schedule
- Village of Lions Bay 2018 Geotechnical Hazard Area Assessment.
- Lions Bay Official Community Plan (OCP), Strategic Plan and Asset Management documents.
- Council's April 2021 Climate Emergency Declaration and CAC Terms of Reference.
- Squamish Nation Climate Legacy Strategy.
- Metro Vancouver Regional District Climate 2050 strategy.
- Átl'ka7tsem/Howe Sound Biosphere Region work products and resources.
- Village Emergency Plan, Wildfire Protection Plan, and related emergency management documents.
- Lions Bay water system, drainage and roads asset and condition information.
- December 2024 landslide event reports and post-event reviews.
- Other relevant Village, regional, provincial and academic documents.

4.2 Community and Stakeholder Engagement

The Consultant will design and lead engagement activities with the Village's key stakeholder groups. Engagement should include, at minimum:

- Virtual meeting with Village staff and external stakeholders, anticipated to include members from the Village of Lions Bay Climate Action Committee and Village of Lions Bay Infrastructure Committee. Review the proposed workplan to refresh the team's understanding of the project and identify any new information or changes that have occurred since the funding project award. Review alignment of the Climate Action Plan with the Infrastructure Master Plan.
- A Council engagement / workshop session to raise awareness of what a Climate Risk Assessment and Climate Adaptation Plan entail, capture Council members' thoughts on services and assets at risk, and gather feedback on adaptation actions.

- Engagement with Village staff (including Public Works, the Fire Chief and Emergency Support Services).
- Indigenous engagement with the Squamish Nation, building on the Nation's Climate Legacy Strategy.
- Engagement with regional partners including Metro Vancouver Regional District and the Átl'ka7tsem/Howe Sound Biosphere Region.
- Engagement with seniors (approximately 25% of the community per the 2021 Census), recognizing their vulnerability to climate impacts such as extreme heat/cold, wildfire smoke and storm-related outages, and including non-digital means of input.
- Community-wide engagement using a combination of an online survey, paper handouts at the Village Hall, and in-person pop-up engagements; communications would be carried through the Village newsletter, official notice boards, the Village website, local online newspaper and social media.

Deliverables:

- Stakeholder notification letter(s).
- Presentation deck(s) for engagement sessions.
- Questionnaire/survey for online and paper distribution.
- Materials (poster, questionnaire) for pop-up engagement.
- Facilitation and hosting of hybrid in-person/virtual engagement sessions.
- Appendix summarizing engagement findings.

4.3 Climate Risk Assessment

Develop a community-wide climate risk assessment framework in collaboration with the Village. The framework will assess all core service areas at the community scale (recognizing that assessing individual assets or services in isolation may not provide a comprehensive understanding of climate risks) and will encompass an analysis of multiple climate hazards relevant to Lions Bay. Workshop(s) will be held with Village staff and key stakeholders to gather knowledge about climate-hazard consequences. The Consultant will identify the highest-rated risks to the Village to focus the development of adaptation strategies, incorporate staff and stakeholder findings, and finalize the Risk Assessment.

Deliverables:

- Risk Assessment framework.
- Workshop presentation(s) and meeting notes.

- Preliminary findings of the Risk Assessment for review.
- Climate Risk info sheet for non-technical audiences.
- Draft and Final Climate Risk Assessment Report (with technical appendix).

4.4 Climate Adaptation Plan

Develop a Climate Adaptation Plan that identifies, evaluates and prioritizes adaptation actions to address the climate risks identified in the Climate Risk Assessment. The plan will capture available information on funding sources, internal resources, project dependencies, and other information that will support implementation, and will be developed in alignment with the Squamish Nation Climate Legacy Strategy and Metro Vancouver’s Climate 2050. Deliverables include a draft and final Climate Adaptation Plan and supporting project-management tools (e.g. action tracker).

The Consultant will host workshops with staff and key stakeholders to identify a list of adaptation action items based on the findings from the Climate Risk Assessment. The Consultant will create a draft Climate Adaptation Plan and seek feedback from staff, Council, Indigenous partners (Squamish Nation), regional partners, and community groups. The Consultant will then finalize the Climate Adaptation Plan, which will include all relevant materials and appendices — including a summary of background information, the risk assessment framework, data and findings, presentations, and other materials sufficient for full knowledge transfer to the Village. The Plan must be developed in alignment with the Squamish Nation Climate Legacy Strategy and Metro Vancouver’s Climate 2050 strategy, and must incorporate AREI principles.

Deliverables:

- List of potential adaptation actions.
- Workshop presentation(s) and meeting notes.
- Draft Climate Adaptation Plan.
- Final Climate Adaptation Plan, with prioritized actions, indicative costing, funding sources, internal resources, project dependencies, timelines and an action tracker / reporting template.

4.5 Identification of Priority Implementation Project(s)

Working from the prioritized actions in the Climate Adaptation Plan, the Consultant will produce a short Priority Project(s) Report identifying the highest-priority implementation project(s) for the Village to pursue, including indicative scope, indicative cost ranges,

candidate funding sources (e.g. GMF capital programs, UBCM, ICIP, DRIF, LGCAP) and recommended next steps.

Deliverables:

- Climate Adaptation Priority Project(s) Assessment / Report.

4.6 Final Project Report for GMF

The Consultant will provide content and support for the Village's interim status reports and Final Project Report to GMF (as required under the CRPP funding agreement), including narrative content, deliverable references and outcome reporting.

Deliverables:

- Consultant contributions to first interim status report.
- Consultant contributions to second interim status report.
- Consultant contributions to the Final Project Report and supporting documents for GMF.

5. SCHEDULE

The Village anticipates the project to be substantially complete by October 2027 in order to align with the GMF-approved workplan, however proponents may propose a more realistic schedule based on their resources, provided that the GMF funding deadlines can be met.

Assume August 20, 2026 as the date of award to develop the schedule.

6. PROPOSAL REQUIREMENTS

Proposals shall be submitted in the format outlined below and will be evaluated according to the criteria and scoring presented in RFP Scoring Matrix below.

6.1 Cover Letter

1. Dated and signed by a person authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the bidding firm or consultant team.
2. Acknowledge that any addendums have been read.

6.2 Project Understanding

1. Provide a brief statement indicating your team's understanding of the proposed scope and the deliverables required.
2. Provide an indication of any proposed deviations or exceptions to this RFP document, including Appendix A: Example Master Services Agreement.

6.3 Company Profile and Project Team

1. It is anticipated that proposals will include a lead consultant and/or Project Manager.
2. Proposals must include a company profile, outline of staff resources/qualifications, dedicated staff member capacity, areas of expertise and responsibility on this project, office location, estimated amount of time each member will be dedicated to the project, and a statement of WCB coverage, and shall include resumes of key personnel.
3. Provide examples of recently completed projects of similar size and scope.
4. Commitment in ensuring appropriate key personnel is dedicated to the interest of the municipality.
5. Resume(s) (place in Appendix) showing education, professional certifications, and length and type of experience.
6. Provide the years of experience of team members working together and projects that have been completed by the team.
7. Experience with small communities.

6.4 Environmental and Social Impacts, and Value Added

1. Demonstrate the company's commitment to environmental and social stewardship. Examples may include commitment to diversity, equity, and inclusion; consideration of First Nations interests in delivering projects.
2. Describe any added value the company would provide to the Village.

6.5 References

1. Supply three client references for your company or lead consultant, including the name and address of the reference and the name, title and phone number of the contact person. Describe how the services provided to these references are similar to the services proposed and include a short summary of project work for each of these references.

6.6 Schedule

1. Include a proposed schedule for the deliverables in section 4. The schedule should meet the requirements in section 4 for final report submission and Council meeting.

7. FEES AND BUDGET

Provide an all-inclusive, fixed-cost quote in Canadian funds for the project. Identify the expected costs and their allocation, e.g., professional wages/fees, travel, subcontracted services, contingencies and applicable taxes.

Submit a table of hourly rates for various categories of personnel that would be applicable throughout the term of the assignment, and any anticipated rate escalation per year that would be applicable.

The approved budget for this assignment is \$70,000.00 excl. GST

8. EVALUATION AND SELECTION CRITERIA

The following scoring matrix will be utilized by the selection committee.

Evaluation Criteria	Weighting
Project Understanding	20
Work Plan and Methodology	20
Company Profile and Project Team	20
Environmental and Social Impacts, and Value Added	5
Schedule	15
Cost	20
Total	100

9. LEGAL TERMS AND CONDITIONS

9.1 This RFP does not constitute a tender or create a Contract. The Municipality may negotiate with any proponent and is not obligated to treat proponents equally. Proponents are deemed to have waived all claims against the Municipality arising from this RFP process.

9.2 Submissions are subject to the Freedom of Information and Protection of Privacy Act.

9.3 In the evaluation process the Village may consider the proponent's past performance or conduct on previous contracts with the Village or other institutions.

9.4 The Village makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFP.



9.5 The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

10. MUNICIPAL REPRESENTATIVE

All communications regarding this RFP must be directed to:

Eric Villeneuve. P.Eng.

Director of Operations

Village of Lions Bay

Email: doo@lionsbay.ca



APPENDIX 1: EXAMPLE MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT

THIS AGREEMENT dated for reference **DATE, YEAR**

BETWEEN:

VILLAGE OF LIONS BAY, a municipality duly incorporated under the laws of British Columbia and having an address at:
400 Centre Road, Lions Bay, BC, V0N 2E0
(the "Municipality")

AND:

Xxxx, a corporation having an address for delivery at
xxxx, Municipality, B.C., POSTAL CODE
(the "Contractor")

WHEREAS, the Master Services Agreement (MSA) between the Municipality and the Consultant in respect to **xxxx**

1.0 Term of MSA

This MSA shall take effect on **xxxx** and shall be in effect until **xxxx**, with an option in favour of the Municipality to extend the agreement on the same terms and conditions for **xxxx** additional terms of up to x year, unless it is terminated earlier in accordance with the terms of this MSA or otherwise by operation of law.

2.0 Municipality and Consultant Representatives

The Municipality Representative and contact information for the MSA is:

xxxx

The Consultant Representative and contact information for the MSA is:

xxxx

3.0 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the MSA, the Consultant shall maintain all necessary records to substantiate all purchases. During the term of this MSA, and for seven (7) years after the expiration or termination of this MSA, the Consultant shall permit and assist the Municipality in conducting audits of the operations of the Consultant to verify all charges and payments under all MSAs. The Municipality shall provide the Consultant with at least ten (10) Business Days prior notice of its requirement for such audit. The Consultant's obligations under this paragraph shall survive any termination or expiry of the MSA.

4.0 Provision of Deliverables

4.1 Deliverables Provided under MSAs

The Consultant agrees that the provision of the Deliverables to the Municipality will be governed by the terms and conditions set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions) and Schedule 2 (General Terms and Conditions of the MSA) and any additional terms and conditions specified in the MSA entered into between the Consultant and the Municipality in respect of the Deliverables.

4.2 Pricing of Deliverables

The Municipality and Consultant may negotiate improvements to the pricing set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); however, pricing offered by the Consultant to the Municipality for the Deliverables must not exceed the pricing set out in Schedule 1.

4.3 No Exclusivity or Volume Guarantees

The Consultant acknowledges that in entering into this MSA no form of exclusivity has been conferred on, or volume guarantee has been granted by the Municipality in relation to the provision of the Deliverables by the Consultant.

No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Municipality in respect of the total quantities or values of the Deliverables that may be required by the Municipality pursuant to this MSA and the Consultant acknowledges and agrees that it has not entered into this MSA on the basis of any such undertaking, statement, promise or representation.

4.4 Project Initiation

If and when the Municipality requires the Deliverables, the Municipality will request a Work Program to be completed by the Consultant to define the Project Deliverables. Once the Municipality has reviewed and agrees to the Work Program, the Municipality will issue a Purchase Order, or other subsequent agreement, at the Municipality's discretion.

5.0 Insurance Requirements

5.1 Insurance

The Consultant hereby agrees to put in effect and maintain insurance for the term of the MSA, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Consultant would maintain including, but not limited to, the following:

- 5.1.1 commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence and including products and completed operations liability. The policy is to include the following:

- a. the Municipality as additional insured with respect to liability arising in the course of performance of the Consultant's obligations under, or otherwise in connection with, the MSA
- b. contractual liability coverage
- c. cross-liability and severability of interests clause
- d. employers liability coverage
- e. 30 day written notice of cancellation, termination or material change
- f. tenants legal liability coverage (if applicable and with suitable sub-limits)
- g. non-owned automobile coverage with blanket contractual coverage for hired automobiles

5.1.2 errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than \$2,000,000 per claim and in the annual aggregate.

5.2 Proof of Insurance

The Consultant shall provide the Municipality with proof of the insurance required by the MSA in the form of valid certificates of insurance that confirm the required coverage. The Consultant shall provide the Municipality with renewal replacements on or before the expiry of any such insurance. The Consultant shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Municipality and any Municipality are as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

6.0 General Terms and Conditions Governing the MSA

6.1 No Indemnities from the Municipality

Any express or implied reference to the Municipality providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Municipality, whether at the time of execution of the MSA or at any time during the term of the MSA, shall be void and of no legal effect.

6.2 Failure to Enforce Not a Waiver

Any failure by the Municipality to insist in one or more instances upon strict performance by the Consultant of any of the terms or conditions of the MSA shall not be construed as a waiver by the Municipality of its right to require strict performance of any such terms or conditions, and the obligations of the Consultant with respect to such performance shall continue in full force and effect.

6.3 Changes by Written Amendment Only

Any changes to the MSA shall be by written amendment signed by the Consultant and the Municipality. No changes shall be effective or shall be carried out in the absence of such an amendment.

6.4 Notices by Prescribed Means

Notices relating to the MSA shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Municipality Representative and to the Consultant Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

6.5 Consultant's Power to Contract

The Consultant represents and warrants that it has the full right and power to enter into the MSA and there is no agreement with any other Person which would in any way interfere with the rights of the Municipality.

6.6 Consultant Not a Partner, Agent or Employee

The Consultant shall have no power or authority to bind the Municipality or to assume or create any obligation or responsibility, express or implied, on behalf of the Municipality. The Consultant shall not hold itself out as an agent, partner or employee of the Municipality. Nothing in the MSA shall have the effect of creating an employment, partnership or agency relationship between the Municipality and the Consultant or any of the Consultant's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

6.7 No Assignment

The Consultant shall not assign the MSA without the prior written consent of the Municipality. Such consent shall be in the discretion of the Municipality and subject to the terms and conditions that may be imposed by the Municipality.

6.8 Duty to Disclose Change of Control

In the event that the Consultant undergoes a change in control the Consultant shall immediately disclose such change in control to the Municipality and shall comply with any terms and conditions subsequently prescribed by the Municipality resulting from the disclosure.

6.9 Confidentiality and Promotion Restrictions

Any publicity or publications related to the MSA shall be at the sole discretion of the Municipality. The Consultant shall not make use of its association with the Municipality without the prior written consent of the Municipality. Without limiting the generality of this paragraph, the Consultant shall not, among other things, at any

time directly or indirectly communicate with the media in relation to the MSA unless it has first obtained the express written authorization to do so by the Municipality.

6.10 No Use of Insignia

The Consultant shall not use any insignia or logo of the Municipality without the Municipality's written authorization to do so.

6.11 Immediate Termination

The Municipality may immediately terminate the MSA upon giving notice to the Consultant where (a) the Consultant is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Consultant's insolvency; (b) the Consultant, prior to or after executing the MSA, fails to disclose a conflict of interest, makes a material misrepresentation or omission or provides materially inaccurate information to the Municipality ; (c) the Consultant undergoes a change in control which adversely affects the Consultant's ability to satisfy some or all of its obligations under the MSA; (d) the Consultant assigns the MSA without first obtaining the written approval of the Municipality ; or (e) the Consultant's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

6.12 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Consultant fails to comply with any of its obligations under the MSA, the Municipality may issue a rectification notice to the Consultant setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Consultant shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Municipality. If the Consultant fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Municipality may immediately terminate the MSA. Where the Consultant has been given a prior rectification notice, the same subsequent type of non-compliance by the Consultant shall allow the Municipality to immediately terminate the MSA.

6.13 Expiry and Extension of the MSA

The MSA shall expire on the original expiry date, unless the Municipality exercises its option to extend the MSA, such extension to be upon the same terms (including the rates in effect at the time of extension), conditions and covenants contained herein. The option shall be exercisable the Municipality giving notice to the Consultant not less than thirty (30) days prior to the original expiry date. The notice shall set forth the precise duration of the extension.

6.14 Consultant's Obligations on Expiration or Termination

The expiry or termination of the MSA shall not relieve the Consultant of any of its obligations, whether entered into prior to or subsequent to the expiration or termination of the MSA. This paragraph shall survive any termination of the MSA.

6.15 Disqualification for Failure to Perform

In the event that the Consultant fails to perform its obligations under the MSA, the Municipality may, in addition to any and all legal and equitable remedies available to it, disqualify the Consultant from further contracting opportunities for a period of up to two (2) years.

7.0 Execution

This Agreement may be executed, scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this MSA as of the date written below.

Village of Lions Bay

Signature, I have the authority to bind the Village.

Signature, I have the authority to bind the Village.

Name

Name

Title

Title

Date

Date

CONTRACTOR

Signature, I have the authority to bind the Consultant.

Name

Title

Date

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Article 1 – Interpretation

1.01 Defined Terms

When used in the MSA, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the MSA; and
“Authorities” means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Municipality has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Consultant had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Municipality and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the MSA, the Consultant’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Deliverables” means everything developed for or provided to the Municipality in the course of performing under the MSA or agreed to be provided to the Municipality under the MSA by the Consultant or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in the MSA;

“Information and Privacy Legislation” means any legislation and regulations dealing with freedom of information or access to information and protection of privacy that are applicable to the Municipality;

“Indemnified Parties” means the Municipality and the Municipality’s officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the MSA or

customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Consultant establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Municipality ;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“Newly Created Intellectual Property” means any Intellectual Property created by the Consultant in the course of performance of its obligations under the MSA;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Municipality Confidential Information” means all information of the Municipality that is of a confidential nature, including all confidential information in the custody or control of the Municipality , regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Consultant in connection with the MSA. For greater certainty, Municipality Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Municipality , the Consultant or any third-party; (ii) all information (including Personal Information) that the Municipality is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Consultant of any duty of confidentiality owed by the Consultant to the Municipality or to any third-party; (ii) the Consultant can demonstrate to have been rightfully obtained by the Consultant, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Consultant free of any obligation of confidence; (iii) the Consultant can demonstrate to have been rightfully known to or in the possession of the Consultant at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Consultant; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the MSA or at law;

“Municipality Representative” is as set out in the MSA;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in the MSA;

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the Municipality to the Consultant, or provided by the Consultant to the Municipality, for the purposes of the MSA; or (b) created by the Consultant in the performance of the MSA;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the MSA or the Deliverables or any part of them;

“Consultant Representative” is as set out in the MSA;

“Consultant’s Intellectual Property” means Intellectual Property owned by the Consultant prior to its performance under the MSA or created by the Consultant during the Term of the MSA independently of the performance of its obligations under the MSA;

“Term” is as set out in the MSA; and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the Municipality or the Consultant.

Article 2 – General Terms

2.01 No Indemnities from the Municipality

Notwithstanding anything else in the MSA, any express or implied reference to the Municipality providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Municipality beyond the obligation to pay the Rates in respect of Deliverables accepted by the Municipality, whether at the time of entering into the MSA or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The MSA embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the MSA.

2.03 Severability

If any term or condition of the MSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the MSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the Municipality to insist in one or more instances upon strict performance by the Consultant of any of the terms or conditions of the MSA shall not be construed as a waiver by the Municipality of its right to require strict performance of any such terms or conditions, and the obligations of the Consultant with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the MSA shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of MSA.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the MSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the MSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the MSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the MSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the MSA, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Municipality Representative and the Consultant Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The MSA shall be governed by and construed in accordance with the laws of the province or territory in which the Municipality is located and the federal laws of Canada applicable therein.

Article 3 – Nature of Relationship Between Municipality and Consultant

3.01 Consultant's Power to Contract

The Consultant represents and warrants that it has the full right and power to enter into the MSA and there is no agreement with any other Person which would in any way interfere with the rights of the Municipality under the MSA.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Consultant Not a Partner, Agent or Employee

The Consultant shall have no power or authority to bind the Municipality or to assume or create any obligation or responsibility, express or implied, on behalf of the Municipality. The Consultant shall not hold itself out as an agent, partner or employee of the Municipality. Nothing in the MSA shall have the effect of creating an employment, partnership or agency relationship between the Municipality and the Consultant or any of the Consultant's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Consultant acknowledges that it is providing the Deliverables to the Municipality on a non-exclusive basis. The Municipality makes no representation regarding the volume of goods and services required under the MSA. The Municipality reserves the right to contract with other parties for the same or similar goods and services as those provided by the Consultant and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Consultant

The Consultant agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Consultant's liabilities under the MSA and under the general application of law. The Consultant shall advise these individuals and entities of their obligations under the MSA and shall ensure their compliance with the applicable terms of the MSA. In addition to any other liabilities of the Consultant pursuant to the MSA or otherwise at law or in equity, the Consultant shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the MSA resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the MSA.

3.06 No Subcontracting or Assignment

Unless specifically authorized under the MSA, the Consultant shall not subcontract or assign the whole or any part of the MSA or any monies due under it. Where authorized, every contract entered into by the Consultant with an authorized subcontractor shall adopt all of the terms and conditions of the MSA as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the MSA shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Municipality.

3.07 Duty to Disclose Change of Control

In the event that the Consultant undergoes a change in control the Consultant shall immediately disclose such change in control to the Municipality and shall comply with any terms and conditions subsequently prescribed by the Municipality resulting from the disclosure.

3.08 Conflict of Interest

The Consultant shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Municipality without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Municipality to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Municipality may immediately terminate the MSA upon giving notice to the Consultant where: (a) the Consultant fails to disclose an actual or potential Conflict of Interest; (b) the Consultant fails to comply with any requirements prescribed by the Municipality to resolve a Conflict of Interest; or (c) the Consultant's Conflict of Interest cannot be resolved to the satisfaction of the Municipality. This paragraph shall survive any termination or expiry of the MSA.

3.09 Contract Binding

The MSA can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

3.10 Code of Conduct

The Consultant shall act with integrity and conduct business in an ethical manner. The Municipality may refuse to do business with the Consultant if has engaged in illegal or unethical bidding practices, has an undisclosed actual or potential conflict of interest or an unfair advantage, or fails to adhere to ethical business practices.

The Consultant is responsible for their employees, representatives, agents, or subcontractors acting on their behalf.

Article 4 – Performance by Consultant

4.01 Commencement of Performance

The Consultant shall commence performance upon receipt of written instructions from the Municipality.

4.02 Deliverables Warranty

The Consultant hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the MSA; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Municipality, are inadequately provided or require corrections, the Consultant shall forthwith make the necessary corrections at its own expense as specified by the Municipality in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Consultant warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Consultant's obligations under the MSA. The Consultant shall provide the Municipality with evidence of the Consultant's compliance with this section upon request by the Municipality.

4.04 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the Municipality, all such goods shall be Delivered Duty Paid (DDP) (Incoterms 2010) to the Municipality's place of business or such other location as may be specified in the MSA. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Municipality, unless specifically agreed by the Municipality in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Consultant until the Deliverables are received by the Municipality. Receipt of the Deliverables at the Municipality's location does not constitute acceptance of the Deliverables by the Municipality. The Deliverables are subject to the Municipality's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Municipality, are inadequately provided or require corrections, the Consultant shall make the necessary corrections at its own expense as specified by the Municipality in a rectification notice.

4.05 Use and Access Restrictions

The Consultant acknowledges that unless it obtains specific written preauthorization from the Municipality, any access to or use of the Municipal property, technology or information that is not necessary for the performance of its contractual obligations with the Municipality is strictly prohibited. The Consultant further acknowledges that the Municipality may monitor the Consultant to ensure compliance with this paragraph. This

paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Consultant.

4.06 Notification by Consultant of Discrepancies

During the Term, the Consultant shall advise the Municipality promptly of: (a) any contradictions, discrepancies or errors found or noted in the MSA; (b) supplementary details, instructions or directions that do not correspond with those contained in the MSA; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the MSA and Requirements of Law.

4.07 Change Requests

The Municipality may, in writing, request changes to the MSA, which may include altering, adding to, or deleting any of the Deliverables. The Consultant shall comply with all reasonable Municipality change requests and the performance of such request shall be in accordance with the terms and conditions of the MSA. If the Consultant is unable to comply with the change request, it shall promptly notify the Municipality and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 Pricing for Requested Changes

Where the Municipality change request includes an increase in the scope of the previously contemplated Deliverables, the Municipality shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Consultant shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Municipality and the Consultant within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 Performance by Specified Individuals Only

The Consultant agrees that to the extent that specific individuals are named in the MSA as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the MSA. The Consultant shall not replace or substitute any of the individuals named in the MSA without the prior written approval of the Municipality, which may not arbitrarily or unreasonably be withheld. Should the Consultant require the substitution or replacement of any of the individuals named in the MSA, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the MSA. The Consultant shall not

claim fees for any replacement individual greater than the Rates established under the MSA.

4.10 Time

Time is of the essence of the MSA.

4.11 Rights and Remedies Not Limited to Contract

The express rights and remedies of the Municipality and obligations of the Consultant set out in the MSA are in addition to and shall not limit any other rights and remedies available to the Municipality or any other obligations of the Consultant at law or in equity.

Article 5 – Payment for Performance and Audit

5.01 Payment According to MSA Rates

The Municipality shall, subject to the Consultant's compliance with the provisions of the MSA, pay the Consultant for the Deliverables provided at the Rates established under the MSA.

5.02 Hold Back or Set Off

The Municipality may hold back payment or set off against payment if, in the opinion of the Municipality acting reasonably, the Consultant has failed to comply with any requirements of the MSA.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by the Municipality under the MSA to the Consultant other than the Rates established under the MSA.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Consultant shall pay all applicable taxes, including excise taxes incurred by or on the Consultant's behalf with respect to the MSA.

5.05 Withholding Tax

The Municipality shall withhold any applicable withholding tax from amounts due and owing to the Consultant under the MSA and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the MSA.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Consultant, the interest charged by the Consultant, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the MSA, the Consultant shall maintain all necessary records to substantiate (a) all charges and

payments under the MSA and (b) that the Deliverables were provided in accordance with the MSA and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Consultant shall permit and assist the Municipality in conducting audits of the operations of the Consultant to verify (a) and (b) above. The Municipality shall provide the Consultant with at least ten (10) Business Days prior notice of its requirement for such audit. The Consultant's obligations under this paragraph shall survive any termination or expiry of the MSA.

Article 6 – Confidentiality

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the MSA shall be at the sole discretion of the Municipality. The Municipality may, in its sole discretion, acknowledge the Deliverables provided by the Consultant in any such publicity or publication. The Consultant shall not make use of its association with the Municipality without the prior written consent of the Municipality. Without limiting the generality of this paragraph, the Consultant shall not, among other things, at any time directly or indirectly communicate with the media in relation to the MSA unless it has first obtained the express written authorization to do so by the Municipality.

6.02 Consultant's Consent to Disclosure

In addition to any other disclosure rights and obligations the Municipality may have in respect of any information provided by the Consultant to the Municipality in connection with the MSA, the Consultant consents to the Municipality's disclosure to the Municipality of all information related the MSA, whether or not the Consultant may consider such information to be confidential.

6.03 Municipal Confidential Information

During and following the Term, the Consultant shall: (a) keep all Municipal Confidential Information confidential and secure; (b) limit the disclosure of Municipal Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use the Municipality Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Municipality and (ii) in respect of the Municipality Confidential Information about any third-party, the written consent of such third-party; (d) provide Municipality Confidential Information to the Municipality on demand; and (e) return all Municipality Confidential Information to the Municipality before the end of the Term, with no copy or portion kept by the Consultant.

6.04 Restrictions on Copying

The Consultant shall not copy the Municipality Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy

made by the Consultant, the Consultant must reproduce all notices which appear on the original.

6.05 Notice of Breach

The Consultant shall notify the Municipality promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Municipality Confidential Information.

6.06 Injunctive and Other Relief

The Consultant acknowledges that breach of any provisions of this Article may cause irreparable harm to the Municipality or to any third-party to whom the Municipality owes a duty of confidence, and that the injury to the Municipality or to any third-party may be difficult to calculate and inadequately compensable in damages. The Consultant agrees that the Municipality is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.07 Notice and Protective Order

If the Consultant or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose the Municipality Confidential Information, the Consultant will provide the Municipality with prompt notice to that effect in order to allow the Municipality to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Municipality and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Consultant will disclose only that portion of Municipality Confidential Information which the Consultant is legally compelled to disclose, only to such person or persons to which the Consultant is legally compelled to disclose, and the Consultant shall provide notice to each such recipient (in co-operation with legal counsel for the Municipality) that such Municipality Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the MSA and, if possible, shall obtain each recipient's written agreement to receive and use such Municipality Confidential Information subject to those terms and conditions.

6.08 Records and Legislative Compliance

The Consultant acknowledges that Information and Privacy Legislation applies to all Records and may require the disclosure of such Records to third parties. Furthermore, the Consultant agrees (a) to keep Records secure; (b) to provide Records to the Municipality within seven (7) calendar days of being directed to do so by the Municipality for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Municipality determines, in its sole discretion, that access is permitted under Information and Privacy Legislation and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not

authorized by the Municipality ; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Municipality representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Municipality would improve the adequacy and effectiveness of the Consultant's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Municipality may be disclosed by the Municipality where it is obligated to do so under Information and Privacy Legislation, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the MSA.

6.09 Survival

The provisions of this Article shall survive any termination or expiry of the MSA.

Article 7 – Intellectual Property

7.01 Municipality Intellectual Property

The Consultant agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Municipality to the Consultant shall remain the sole property of the Municipality at all times.

7.02 No Use of the Municipality Insignia

The Consultant shall not use any insignia or logo of the Municipality except where required to provide the Deliverables, and only if it has received the prior written permission of the Municipality to do so.

7.03 Ownership of Intellectual Property

The Municipality shall be the sole owner of any Newly Created Intellectual Property. The Consultant irrevocably assigns to and in favour of the Municipality and the Municipality accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Municipality all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Consultant's Intellectual Property, the Consultant grants to the Municipality a licence to use that Consultant Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Consultant by the Municipality.

7.04 Consultant's Grant of License

For those parts of the Deliverables that are Consultant Intellectual Property, the Consultant grants to the Municipality a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Municipality .

7.05 No Restrictive Material in Deliverables

The Consultant shall not incorporate into any Deliverables anything that would restrict the right of the Municipality to modify, further develop or otherwise use the Deliverables in any way that the Municipality deems necessary, or that would prevent the Municipality from entering into any contract with any contractor other than the Consultant for the modification, further development of or other use of the Deliverables.

7.06 Third-Party Intellectual Property

The Consultant represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Consultant further represents and warrants that it has obtained assurances with respect to any Consultant Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the MSA.

Article 8 – Indemnities and Insurance

8.01 Consultant Indemnity

The Consultant hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Consultant, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Consultant's obligations under, or otherwise in connection with, the MSA. The Consultant further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Municipality, claimed or resulting from such

Claims. The obligations contained in this paragraph shall survive the termination or expiry of the MSA.

8.02 Insurance

The Consultant shall put into effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Consultant would maintain including, but not limited to, the insurance required under the MSA and/or elsewhere in the MSA.

8.03 Proof of Insurance

The Consultant shall, on request, provide the Municipality with proof of the insurance required under the MSA in the form of valid certificates of insurance. The Consultant shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Municipality is additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 Workplace Safety and Insurance

The Consultant warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Municipality upon request. The Consultant covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Consultant further agrees to indemnify the Municipality for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Consultant's failure to comply with any applicable workplace safety and insurance laws or related to the Consultant's status with any workplace safety and insurance board or body.

Article 9 – Termination, Expiry and Extension

9.01 Immediate Termination of MSA

The Municipality may immediately terminate the MSA upon giving notice to the Consultant where (a) the Consultant is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Consultant's insolvency; (b) the Consultant breaches any provision in Article 6 (Confidentiality); (c) the Consultant breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Municipality and Consultant); (d) the Consultant, prior to or after entering into the MSA, makes a material misrepresentation or omission or provides materially inaccurate information to the Municipality ; (e) the Consultant undergoes a change in control which adversely affects the Consultant's ability to satisfy some or all of its obligations under the MSA; (f) the Consultant subcontracts for the provision of part

or all of the Deliverables or assigns the MSA without first obtaining the written approval of the Municipality ; or (g) the Consultant's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Consultant fails to comply with any of its obligations under the MSA, the Municipality may issue a rectification notice to the Consultant setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Consultant shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Municipality. If the Consultant fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Municipality may immediately terminate the MSA. Where the Consultant has been given a prior rectification notice, the same subsequent type of non-compliance by the Consultant shall allow the Municipality to immediately terminate the MSA.

9.03 Termination on Notice

The Municipality reserves the right to terminate the MSA, without cause, upon thirty (30) calendar days prior notice to the Consultant.

9.04 Consultant's Obligations on Termination

On termination of the MSA, the Consultant shall, in addition to its other obligations under the MSA and at law (a) at the request of the Municipality , provide the Municipality with any completed or partially completed Deliverables; (b) provide the Municipality with a report detailing: (i) the current state of the provision of Deliverables by the Consultant at the date of termination; and (ii) any other information requested by the Municipality pertaining to the provision of the Deliverables and performance of the MSA; (c) execute such documentation as may be required by the Municipality to give effect to the termination of the MSA; and (d) comply with any other instructions provided by the Municipality , including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the MSA.

9.05 Consultant's Payment Upon Termination

On termination of the MSA, the Municipality shall only be responsible for the payment of the Deliverables provided under the MSA up to and including the effective date of any termination. Termination shall not relieve the Consultant of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Municipality may hold back payment or set off against any payments owed if the Consultant fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the MSA are in addition to and shall in no way limit any rights or remedies of the Municipality under the MSA, at law or in equity.

9.07 Expiry and Extension of Contract

The MSA shall expire at the end of the Term, unless the Municipality exercises its option to extend the MSA, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the MSA. The option shall be exercisable by the Municipality giving notice to the Consultant not less than thirty (30) days prior to the end of the initial Term. The notice shall set forth the precise duration of the extension.

9.08 Evaluation of Performance

The Consultant will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment. In the event that the Consultant fails to perform its obligations under the MSA, the Municipality may, in addition to any and all legal and equitable remedies available to it, place the Consultant on probation or suspend the Consultant from participating in future procurement opportunities.