

REQUEST FOR QUOTATION

E056-2025: Fire Hydrant Maintenance Services

Resort Municipality of Whistler
whistler.ca



Request for Quotation

Fire Hydrant Maintenance Services

The Resort Municipality of Whistler (RMOW)

Request Number	E056-2025
Issued:	March 27, 2025
Closing Time and Date:	15:00:00 hours; April 14, 2025
	RMOW Municipal Hall
Closing Location and email:	4325 Blackcomb Way Whistler BC V8E 0X5
	Email: engineerbids@whistler.ca
	Zack Dickens, Engineering Technologist,
Contact Person:	Infrastructure Services
	zdickens@whistler.ca

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1 Introduction

The Resort Municipality of Whistler (RMOW) invites qualified Contractors to provide a quotation for Fire Hydrant Maintenance.

The Contract is generally for the following work:

The work involves a one-year contract (with an option to renew annually to a maximum of 2 additional years) for the inspection, testing, painting, removal of vegetation and overgrowth, providing service history records (digital and hard copy) and maintenance of all fire hydrants owned and operated by the Resort Municipality of Whistler.

The successful respondent will enter into a contract with the RMOW from May - October 2025.

2 Scope of Work

1. Complete tear down maintenance of all public fire hydrants within the RMOW, approximately 580±. The Contractor is required to complete a minimum of 25 hydrants per week, or 100 hydrants per calendar month, beginning May 5, 2025 and ending October 31, 2025 at the latest.
2. Ensure adequate drainage of hydrant barrel is achieved for self-draining hydrants and report any deficiencies.
3. Re-painting of hydrants, hydrant numbers and the tops of isolation valve boxes.
4. Filling out the Hydrant Maintenance Checklist form (included as Appendix A of this document) and submitting the paper copies to the RMOW utilities department at the Public Works Yard. The contractor's representative shall enter the completed checklist's information into the "RMOW Fillable Hydrant Inspection Form.xlsm" and submit the spreadsheet by email at least once per month to the project manager.
5. The contractor is deemed the "prime contractor" for the purposes of all applicable occupational health and safety laws, including *Workers Compensation Act* (British Columbia), and the Contractor is responsible for filing any documents necessary to comply, and shall ensure that all subcontractors and Other Contractors comply with all requirements with the *Workers Compensation Act* (British Columbia) and any other health and safety Laws applicable to the Project, the Work or to the Work Site.

Specific details of the work to be performed include:

- Minimum tear down maintenance procedures are as follows:
 - Check for and record any external damage, especially on the mounting/base flange from vehicular damage.
 - Check that the pumper port faces principle access route.
 - Measure the center of the lowest hose port to the ground (or rim of barrel if hydrant is installed in an exposed aggregate M/H barrel). Record the distance if less than 30cm. Record the type of surrounding ground (e.g. blacktop, gravel, soil, concrete, etc.). If further action is required, it shall be noted on the maintenance check list and the RMOW will undertake any corrective measures.
 - Check if drain rock inside of exposed aggregate M/H barrel needs to be added/ topped off.
 - Check to ensure that the use of the hydrant is not obstructed in any way, including tall grass or shrubbery, etc. Note any access restrictions or view obstructions on the maintenance checklist. Ground level vegetation including grass, weeds, shrubbery and tree branches will be removed by the Contractor.
 - Close the hydrant isolating valve and check the operation of the valve itself. Record number of turns to operate and note any repairs required. The Contractor will NOT perform repairs on these valves. The RMOW utilities department shall be informed immediately if any valves require maintenance.
 - Disassemble the hydrant and check for worn or broken parts, and/or indication of leaks in the following components:
 - Hydrant body, riser-sections, and joints
 - Head or 'O' ring seal plate assembly
 - Operating nut assembly
 - Bearing assembly
 - Independent cut-off assembly (to be removed and plugged, port to remain). The majority of this has been completed.
 - Drain valve assembly.
 - Main gate or main valve assembly.
 - Hose nozzle assemblies.
- Hydrant parts.
 - Replace:
 - The head gasket or 'O' rings.
 - Operating stem 'O' rings.
 - Main valve 'O' rings.

- As required:
 - Cap gaskets, drain seals and main valve rubbers *as needed and these parts will be supplied by the RMOW.*
- Lubricate all external and internal parts while reassembling the hydrant.
- After re-assembly is completed
 - Fully close hydrant valve
 - Fully open the hydrant isolation valve.
 - Operate the hydrant to fully open with flush fittings and gauge in place. Record static pressure and number of turns to operate. This pressurizes the hydrant and flushes the drain with available line pressure. This is NOT flushing the hydrant. In the case of compression hydrants, open the hydrant with the isolation valve fully open to check for chatter during hydrant opening operation.
 - Create a low flow to flush the hydrant branch line. Use caution to avoid agitating sediment in the supply piping.
- For specific models of fire hydrant, refer to the manufacturer's specifications for maintenance (available from the RMOW). The maintenance procedures here are a minimum standard, and do not limit the work that needs to be performed on any fire hydrant to conform to manufacturers specifications for hydrant maintenance. Hydrants typically used in the RMOW are:
 - T.C.I.W. "C-71P" Compression type
 - T.C.I.W. "#1 and #2" Slide gate type
 - Mueller Canada Century (C.V.) Hydrant
 - Clow Canada "Brigadier M93"
- Notify the RMOW immediately upon determining that a hydrant is out of service. Bag and tag it without delay.
- Ensure all water discharged is done through a diffuser and has been de-chlorinated (e.g. by using a hose dragon with vitamin C pucks).
- Re-painting to be done using the same colour (Carnival Red). Hydrant numbers shall be painted using a high contrast colour (white) or reflective type paint.
- Isolation valve box rim and cap shall also be painted the same colour as the hydrants.
- Storz port caps to be painted black.
- Any independent gate assemblies found shall be removed and plugged. Ports to remain in place.
- **Ensure all hydrants are draining properly and are protected from freezing** and notify the RMOW of any that are not.
- Maintenance checklists provided by the RMOW shall be filled out completely for each hydrant and returned to the RMOW at the end of each workweek.

- Must have scheduling flexibility to allow for no disruption or minimum disruption in areas of high traffic and/or tourist concern such as the Main Village. July and August are typically the busiest tourist months.
- Hours of work to be 7am-4pm, Monday to Friday, no overtime or weekends.
- If any hydrant isolation valves are found to be inoperable or in need of maintenance, the RMOW utilities department shall be immediately notified. The Contractor will NOT perform work on these or other appurtenances.
- Remove any hydrant marking flags that are attached to a cap. Leave flange mounted flags and note their location and condition on the maintenance report.
- ALL parts removed and/or replaced, including gaskets and 'O' rings, will be kept and delivered to the RMOW utilities department with completed checklists at the end of each workweek.

All work shall be performed in a manner consistent with Whistler 2030, and within the Natural Step framework. This means that all measures shall be taken to prevent paint, oil, grease, lubricants of any sort, treated water (water that hasn't been de-chlorinated), any and all other potential contaminants from entering any water course or storm sewer.

- Lubricants used shall be non-water soluble, effective over a range of temperatures (specifically in cold temperatures) and food grade approved for potable water systems such as Petro-Canada Purity-FG or similar.
- The RMOW will provide the contractor with:
 - Copies of maps showing the location and number of every hydrant covered by the fire hydrant maintenance services program
 - Copies of hydrant maintenance forms to be filled out for every public hydrant
 - Copies of manufacturer's instructions and specifications for hydrant maintenance and parts replacement.
 - Standard hydrant drawing
 - BC Fire code access details
 - Cap gaskets, drain seals and main valve rubbers (as required)

3 SUBMISSION

3.1 Address for RFQ submission delivery

The quotation can be submitted by email to the RMOW to:

Zack Dickens
engineerbids@whistler.ca

The email Subject Line will read “**E056 – Fire Hydrant Maintenance Services RFQ**”. The Quotation should be submitted with the price quoted in \$CDN on or before April 14, 2025 at 15:00:00. The quoted price will be a lump sum cost for the Scope of Work outlined in Section 2. The quote should be submitted using the [quotation form in section 4](#). A rate sheet for all equipment and personnel should also be submitted with the quote.

3.2 Inquiries

All inquiries related to this Request for Quotation ("RFQ") should be directed via email to:

Zack Dickens
zdickens@whistler.ca

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

3.3 No Contract

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of a Quotation. The RMOW may negotiate changes to any terms of a Quotation, including terms and prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

3.4 Acceptance

A Quotation will be an offer to the RMOW which they may accept at any time by sending a purchase order and completed contractor service agreement (as attached in section 5.0) to the Contractor.

3.5 Conflict of Interest

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the RMOW, its elected or appointed officials or employees.

3.6 Solicitation of Council Members and RMOW Staff

Contractors and their agents will not contact any member of the RMOW Council or RMOW staff with respect to this RFQ, other than the contact person named in Section 3.1, at any time prior to the award of a contract or the cancellation of this RFQ.

3.7 Confidentiality

All Quotations become the property of the RMOW and will not be returned to the Contractor. All Quotations will be held in confidence by the RMOW unless otherwise required by law. Contractors should 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.

3.8 Contractor's Expenses

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

3.9 Contractor's Qualification

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods. Please complete the Contractors Qualifications and Past Experience of Similar Work (included in this document as Appendices B and C respectively) as well as provide a current clearance certificate from the Workers Compensation Board of BC (WCB) certifying registration with WCB and are not in arrears in any payments or assessments required to be submitted to the WCB.

3.10 Insurance

At its own expense and prior to the commencement of the term of the Contract, the Contractor 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	Independent or Trade Contractor
<i>Commercial General Liability (CGL)</i>	\$2 million per occurrence
<i>Automobile Liability</i>	\$5 million per occurrence
<i>Umbrella or Excess Liability</i>	To bring CGL to \$2 million or auto liability to \$5 million

3.11 Signature

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation in Section 4. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should 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 Quotation on behalf of the corporation is submitted;
- If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should 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 venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

3.12 Workers' Compensation Act

The Contractor shall comply with all requirements of the *Workers' Compensation Act* (British Columbia) and any other health and safety Laws applicable to the Services and shall at its own expense procure and carry full workers' compensation coverage in respect of all workmen, employees, and others engaged in providing the Services. The Contractor will at all times be the "prime Contractor" in the areas of the day lots where the work is pertinent as provided by the Worker's Compensation Act (British Columbia) with respect to the Service.

3.13 Business License

The successful Respondent shall be required to hold a valid and current Resort Municipality of Whistler business license.

4.0 QUOTATION

RFQ Project Title: **E056 – Fire Hydrant Maintenance Services**

Legal Name of Contractor: _____

Contact Person and Title: _____

Authorized Signatory: _____

Business Address: _____

Telephone: _____

E-Mail Address: _____

Pricing for a one-year term:				
Item	Estimated Quantity	Unit	Unit Price	Extended Price
2025 Fire Hydrant Maintenance	580	Each	\$	\$
2025 Hydrant Maintenance Checklists (GIS Data Entry)	580	Each	\$	\$
Subtotal				\$
GST				\$
Total				\$

The Quotation will be for one year's work. In the Contract, the RMOW will allow for a 2% escalation rate per year following 2025.

The authorized signatory agrees to be bound by the terms and conditions of this Request for Quotation and to service the fire hydrants at the prices quoted. A contract will be issued by the RMOW (see template in Section 5) to the Contractor. The authorized signatory will be bound by and will comply with the terms and conditions contained in the Invitation to Quote and the contract which will constitute the full and complete agreement between the parties. This Quote request, your response and the attached terms and conditions govern our agreement.

5.0 CONTRACT SERVICE AGREEMENT TEMPLATE

CONTRACTING AGREEMENT

THIS AGREEMENT dated for reference XXXXXX is

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way

Whistler, BC V8E 0X5

("RMOW")

AND:

NAME OF CONTRACTOR/COMPANY

Address

City, Province Postal Code

("Contractor")

WHEREAS:

- A. Pursuant to a Request for Quotation entitled E056-2025 Fire Hydrant Maintenance Services, (the "RFQ"), attached as Schedule A, the Contractor has been awarded the RFQ; and
- B. RMOW and the Contractor wish to enter into this Agreement for performance by the Contractor of the Work contemplated in the RFQ.

THIS AGREEMENT is evidence that 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. DEFINITIONS

1.1. In this Agreement:

- (a) "Confidential Information" has the meaning given to it in Section 13.
- (b) "Completion" means the date on which any part of, and all of, the Work, as appropriate, is determined to be complete by RMOW's Representative;
- (a) "Insurance Requirements" means the Insurance policies and endorsements outlined in Schedule B;
- (b) "Month" means a calendar month;
- (c) "Work" means the work and services described in Schedule A (the RFQ);
- (d) "RMOW" means the Resort Municipality of Whistler, and its officers, agents and employees;

- (e) **"RMOW's Representative"** means Zack Dickens, Engineering Technologist, or any other person designated in writing as such by the RMOW from time to time;

2. TERM OF THE CONTRACT

- 2.1 The Contractor shall execute and complete the Work consistent with the timeline outlined in the RFQ.
- 2.2 The Contract Term shall be for one (1) year extendable up for two (2) additional one-year terms. The term of this engagement shall be from the date of execution of this Agreement to the Completion date ("the Term"), unless terminated or extended in accordance with this Agreement.

3. WORK TO BE PERFORMED BY THE CONTRACTOR

- 3.1 The Contractor agrees to perform the Work, on the terms and conditions of this Agreement and outlined in Schedule A.

4. WARRANTY AS TO QUALITY OF WORK

- 4.1 The Contractor represents and warrants to RMOW that the:
 - (a) Contractor will perform the Work in a competent and professional manner and to a standard at least equal to that generally accepted in its profession in British Columbia in respect of the Work;
 - (b) Contractor has the expertise, education, training, skill, experience and resources necessary to perform the Work;
 - (c) The Work will be performed in accordance with all applicable enactments, and with all relevant codes, rules, regulations or standards of any professional or industry organization or association.
- 4.2 The Contractor acknowledges and agrees that the RMOW has entered into this Agreement relying on the representations and warranties in this section.

5. RMOW'S OBLIGATIONS

- 5.1 The RMOW agrees to:
 - (a) make available to the Contractor any materials in the possession of RMOW, that RMOW is lawfully entitled to provide to the Contractor, for the purpose of carrying out and completing the Work under this Agreement; and
 - (b) use reasonable efforts to respond reasonably promptly to any communication from the Contractor.

6. TERMS OF PAYMENT

- 6.1 At the end of each Month, the Contractor shall deliver an invoice to the RMOW, in respect of the Work completed setting out the amount of fees claimed for Work performed and describing in reasonable details the Work completed by the Contractor.
- 6.2 The RMOW shall, to the extent the RMOW is satisfied the fees for the Work have been reasonably and necessarily performed by the Contractor, pay the Contractor the fees set out in any invoice delivered in accordance with section 6.1, which shall be paid within 30 days after receipt of an invoice to the RMOW.

7. RMOW'S REPRESENTATIVE

- 7.1 The RMOW appoints the RMOW's Representative as the primary contact authorized by the RMOW to communicate with the Contractor or to make determinations, decisions and directions in respect of this Agreement, plus an alternative representative to act in the absence or inability to act of the RMOW Representative. The Contractor agrees that the RMOW is not bound by any act, omission, communication, determination, decision or direction of any person other than the RMOW's Representative.

8. INDEMNITY

- 8.1 The Contractor agrees to indemnify, and save harmless, the RMOW from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused, based upon, occasioned by or attributable to, any personal injury or death, damage to or loss of property, or other loss or damage of any kind, connected with any wilful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees or agents, connected with performance of this Agreement, or connected with its breach, by the Contractor. The Contractor's obligation to indemnify the RMOW under this section does not limit or affect any other rights or remedies the RMOW may have against the Contractor in respect of the Contractor's performance or breach of the Work and the other terms of this Agreement.

9. TERMINATION

- 9.1 Notwithstanding any section of this Agreement, the RMOW may, in its sole discretion, by giving notice to the Contractor, terminate or suspend all, or any part, of the Work. If the RMOW terminates or suspends all or part of the Work under this section, the Contractor shall deliver an invoice to the RMOW for the period between the end of the previous month for which the last invoice was delivered by the Contractor and the date of termination or suspension. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Work.
- 9.2 The RMOW may terminate all, or any part of, the Work, by giving notice of termination to the Contractor, which is effective upon delivery of the notice:

- (a) If the Contractor breaches this Agreement, including without limitation, failing to meet the timelines set out in Schedule A, and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the RMOW, in the RMOW's sole discretion, within five days after notice of the breach is given to the Contractor by the RMOW; or
- (b) if the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors;
- (c) In addition to any other remedies, the RMOW may have if Contractor fails to provide or maintain any of the policies described in the Insurance Requirements, the RMOW may, at its sole option exercise any of the following remedies, which are alternatives to other remedies the RMOW may have and are not the exclusive remedy for Contractor's breach:
 - i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii. Order the Contractor to stop work under this Agreement or withhold any payment that becomes due to the Contractor hereunder, or both stop work and withhold any payment, until the Contractor demonstrates compliance with the requirements hereof; and/or
 - iii. Terminate this Agreement.

9.3 If the RMOW terminates part or all of the Work under section 9.2, the RMOW may arrange, upon such terms and conditions and in such manner as the RMOW considers appropriate, for performance of any part of the Work remaining to be completed, and the Contractor is liable to the RMOW for any expenses reasonably and necessarily incurred by the RMOW in engaging the services of another person to perform the Work. The RMOW may set off against, and withhold from amounts due to the Contractor such amounts as the RMOW determines, acting reasonably, are necessary to compensate and reimburse the RMOW for the expenses described in this section.

10. RECORDS

10.1 The Contractor shall:

- (a) keep proper accounts and records of its performance of the Work, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the RMOW, which may make copies and take extracts from the accounts and records;
- (b) keep reasonably detailed records of performance of the Work by the Contractor, which must at all reasonable times be open to inspection by the RMOW, which may make copies and take extracts from the records;

- (c) afford facilities and access to accounts and records for inspection by the RMOW and must furnish the RMOW with such information as the RMOW may from time to time require regarding those documents; and
- (d) preserve and keep available for inspection, all records described in section 10.1 (a) through (c) for at least two years after Completion of the Work or termination of this Agreement, whichever applies.

10.2 If the RMOW terminates all or part of the Work under this Agreement for whatever reason, the Contractor must immediately deliver to the RMOW, without request, all documents, electronic files or other materials, provided by the RMOW to the Contractor for the purposes of performing the Work, without retaining any copies, whether prepared by the Contractor or others or whether received from the RMOW.

11. OWNERSHIP OF INTELLECTUAL PROPERTY

11.1 The Contractor assigns all rights under the *Copyright Act*, RSC 1985, c C-42, to the RMOW and all other rights, title and interest in and to the Work and acknowledges that the RMOW can copy, publish, distribute or download the Work whole or in part for whatever purpose and that the Contractor has no right, title or interest in the Work and that Contractor shall not copy, publish or distribute the Work in whole or in part for whatever purpose. The Contractor irrevocably grants to the RMOW the unrestricted licence for the RMOW to use the Work for the RMOW's other activities, all technical information and intellectual property, including plans, maps, modules, storage media, or other intellectual property conceived or developed in providing the Work. The Contractor agrees that the licence granted by this Section includes the right for the RMOW, at any time, to adapt, use and modify all such technical information and intellectual property for other projects and uses of the RMOW. Any party using the Contractor's intellectual property or other technical information under this license does so at their own risk; no liability will extend to Contractor as a result of this license.

12. AGREEMENT FOR SERVICES

12.1 This is an Agreement for the performance of Work and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of performing the Work. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, unemployment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership.

13 CONFIDENTIAL INFORMATION

13.1 The Contractor acknowledges in any position the Contractor may hold, in and as a result of the Contractor having been retained by the RMOW, the Contractor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the RMOW and which information is the exclusive property of the RMOW, including, without limitation:

- (a) all data and information relating to the resort business and operations of the RMOW including proprietary and accounting records to which access is obtained by the Contractor in the course of performing the Work.
- (b) Confidential Information will not include information that:
 - i. is now or subsequently becomes generally available to the public through no wrongful act of the Contractor;
 - ii. the Contractor rightfully had in its possession prior to receiving the Confidential Information from the RMOW; and
 - iii. the Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

13.2 Confidential Obligations

Except as otherwise provided in this Agreement:

- (a) the Contractor must keep the Confidential Information confidential; and
- (b) the Confidential Information will remain the exclusive property of the RMOW and will only be used by the Contractor for the purpose of performing the Work. The Contractor will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the RMOW.
- (c) The Contractor will alert RMOW staff to a suspected or confirmed privacy breach immediately after such a breach is suspected or discovered.
- (d) The Contractor may disclose any of the Confidential Information:
 - to such of his employees, agents, representatives and advisors that have a need to know the Confidential Information to carry out the Work provided that:
 - i. The Contractor has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of confidentiality and non-use and privacy breach protocol as the Contractor;
 - iii. the Contractor agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Contractor agrees to be responsible for and indemnify the RMOW for any breach of this Agreement by his personnel.
 - v. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
- (d) The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Contractor in this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.

13.3 Return of Confidential Information

The Contractor agrees that, upon request of the RMOW, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Contractor will turn over to the RMOW all documents, disks or other computer media, or other material in the possession or control of the Contractor that:

- (a) may contain or be derived from ideas, concepts, creations, or trade secrets and or business intelligence and other proprietary and Confidential Information as defined in this Agreement; or
- (b) is connected with or derived from the Contractor's services to the RMOW.

14. FREEDOM OF INFORMATION ACT

- 14.1 Notwithstanding Section 12.1, the Contractor acknowledges that the RMOW is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time ("FOIPPA"), and may be required pursuant to the terms of FOIPPA to disclose information relating to its agreement with Service Provider, subject to Service Provider' rights to object to such disclosure pursuant to section 21 of FOIPPA. If the RMOW receives a FOIPPA request for Service Provider' information, the RMOW will, subject to compliance with all FOIPPA, forward the request to Service Provider, who agrees to comply with all applicable provisions of FOIPPA.

15. CONFLICT OF INTEREST

- 15.1 The Contractor must not perform, for gain, any work for any person other than the RMOW and/or the RMOW Stakeholders, or have an interest in any contract other than this Agreement, if the RMOW determines, acting reasonably, that performance of the Services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the RMOW under this Agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the RMOW under this Agreement and the Contractor's pecuniary interest.

16. MISCELLANEOUS

- 16.1 In this Agreement

- (a) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (b) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (c) unless the context otherwise indicates, reference to a "party" or the "parties" is a reference to a party, or the parties, to this Agreement and their respective successors, subcontractors as identified in the Proposal;
- (d) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement; and

- (e) this Agreement will be construed under and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Contractor irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia.
- 16.2 No part of this Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the RMOW, and any assignment or subcontract made without that consent constitutes a breach by the Contractor of this Agreement. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under this Agreement or impose any liability upon the RMOW.
- 16.3 Time is of the essence of this Agreement.
- 16.4 Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.
- 16.5 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.
- 16.6 Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and be delivered or sent by email addressed as follows:
- (a) To the RMOW:
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler BC V8E 0X5
604-935-8202
Email address: zdickens@whistler.ca
Attention: Zack Dickens
- (b) To the Contractor:
Name of Company/Firm
Street Address
City, Province Postal Code
Phone number
Email address: email@
Attention: Name of Representative
- 16.7 Any notice, direction, demand, approval or waiver that is delivered is to be considered to have been given on the next business day after it is dispatched for delivery. If a party changes its email address, it must immediately give notice of its new email address to the other party as provided in this section.
- 16.8 This Contract may be executed by the parties in counterparts and may be executed and delivered by email and all such counterparts and emails together constitute one and the same agreement.

- 16.9 This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
- 16.10 Sections 7.1, 9.1, 10.1, and 12.1 shall survive the expiration or earlier termination of this Agreement.
- 16.11 Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

SIGNED by the authorized signatories of the parties, as of the date identified on the first page hereof.

Authorized signatory for the
COMPANY/FIRM NAME

Authorized Signatory

Print Name

Date


Authorized signatory for the
RESORT MUNICIPALITY OF WHISTLER:

Authorized Signatory

Print Name

Date

SCHEDULE A – HYDRANT MAINTENANCE CHECKLIST



WHISTLER

RMOW Follow-up Required: ☐

HYDRANT MAINTENANCE CHECKLIST

Date: _____ Hydrant #: _____

Location (street name, etc): _____

Hydrant Type: ☐ T.C.I.W. C-71P
☐ T.C.I.W. #1 Slide gate ☐ T.C.I.W. #2 Slide Gate
☐ Canada Valve Century ☐ Clow Brigadier M93
☐ Other, specify: _____

General Inspection

Accessibility/Visibility: ☐ access obstructed
☐ can't see hydrant from road
☐ access and sight lines OK

Ports facing principle access route? ☐ Yes ☐ No

Flag mounting : ☐ flange (OK)
☐ cap (removed)
☐ damaged

External Damage: ☐ Yes ☐ No

Detail access/view restrictions, damage port or flag issues: _____

Exposed Aggregate Barrel: ☐ OK ☐ N/A
☐ Requires Drain Rock ☐ Broken/Damaged

Distance from center of lowest port cap to grade or rim of exposed aggregate barrel: ____ cm

Requires raising? (min. clearance = 12" or 30 cm) ☐ Yes ☐ No

Details of surrounding ground surface (grass, gravel, concrete etc.): _____

Main Valve (pre tear-down)

With one nozzle cap removed, use listening device to check for leaks

Main Valve leakage ☐ No Leakage ☐ Leak Detected

Isolation Valve operation: ☐ OK ☐ needs repair # of turns to operate: _____

Distance and Direction to Isolation Valve: _____ meters _____

Detail problem(s): _____

Internal Checks

Head Gasket/ 'O' Ring ☐ Replaced

Operating Stem 'O' Ring ☐ Replaced

Thrust bearing Assembly ☐ OK/no action ☐ Repaired/Replaced

Main Valve 'O' Rings ☐ Replaced

Barrel ☐ Clear/no action ☐ Ice/Water/Debris

Drain Valve Assembly/seals ☐ OK/no action ☐ Repaired ☐ *Replaced seals

Main Gate/Valve Assembly ☐ OK/no action ☐ Repaired ☐ *Replaced rubbers

Hose Nozzle Gaskets ☐ OK/no action ☐ *Replaced gaskets

Independent cut-off assembly: ☐ Removed and plugged (port remains) ☐ N/A

Internal/External Parts Lubricated? ☐ Yes ☐ No

Details of Actions Taken/Required: _____

***package all parts replaced and return to RMOW Utilities Department**

Over →

REQUEST FOR QUOTATION

SCHEDULE B – INSURANCE REQUIREMENTS

1. Insurance Requirements

The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, provide and maintain throughout the Term the following insurances in forms and amounts acceptable to the RMOW:

1.1 Commercial General Liability

Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement.

1.2 Professional Liability

Professional Liability for licenced professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 per claim covering the licenced professionals' errors and omissions.

1.3 Worker's Compensation

The Contractor must, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by the Contractor and provide the RMOW with evidence of compliance in the form of a confirmation letter from WorkSafe BC.

In the alternative, the Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the British Columbia Employment Standards Act (the "Act"). Determination of whether a self-insurance program meets the standards of the Act shall be solely in the discretion of the RMOW.

1.4 Auto Liability

The Contractor must obtain and maintain while this Agreement is in force, Automobile Insurance providing coverage for not less than \$5,000,000 all-inclusive on owned, non-owned, or hired vehicles used in performing the services.

2. Additional Requirements

2.1 The foregoing insurance shall be primary and not require the sharing of any loss by any coverage provider and/or insurer of RMOW.

2.2 The CGL insurance policy must be extended to cover the Contractor/Consultant's Blanket Contractual liability and contain a cross liability naming the RMOW and its officials, officers, employees, volunteers and agents as "Additional Insured."

2.3 All required insurance shall provide RMOW with 30 days advance written notice of cancellation on a best efforts basis.

2.4 All property insurance policies must contain a Waiver of Subrogation in favour of the RMOW and the Contractor hereby waives all rights of recourse against the RMOW with regard to property loss or damage.

2.5 Maintenance of such insurance shall not relieve the Contractor of liability under the indemnity provisions set forth in this Contract.

2.6 Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the RMOW.

SCHEDULE C – CONTRACTORS QUALIFICATIONS

The contractors employees assigned to the contract for the performance of the work are as follows:

EMPLOYEES	DUTIES	YEARS OF EXPERIENCE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

The above assigned contractor's employees have additional relevant qualifications, certifications, and/or training from organizations such as the British Columbia Water Works Association and/or Environmental Operators Certificate Program as noted below:

EMPLOYEES	DETAILS
1.	
2.	
3.	
4.	

SCHEDULE D – PAST EXPERIENCE OF SIMILAR WORK

The tenderer shall provide three references demonstrating its most recent past experience for work similar to the work contemplated by this Tender. Include the owner's company name, phone, contact person and address.

COMPANY NAME, ADDRESS	PHONE	YEAR CONTRACT BEGAN/FINISHED	CONTACT NAME/TITLE
1.			
2.			
3.			