



REQUEST FOR QUOTATIONS

Title: SUPPLY AND DELIVERY OF SLIP-IN ASPHALT BODIES

Reference No.: 1220-040-2014-079

FOR THE SUPPLY OF GOODS

(General Services)

REQUEST FOR QUOTATIONS

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "**City**") invites contractors to provide a quotation on the form attached as Schedule B (the "**Quotation**") for the supply of the goods (if any) and services described in Schedule A (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "**Contractor**") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, to also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: purchasing@surrey.ca.

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt
Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter 5th Floor West
13450 – 104th Avenue, Surrey, BC Canada, V3T 1V8

3. DATE

The City would prefer to receive Quotations on or before **November 12, 2014**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this Request for Quotations ("RFQ") should be directed in writing to the person named below (the "City Representative"). Information obtained from any other source other than the City Representative may not be relied upon.

Name: Richard Oppelt, Purchasing Section
at the following location:

Address: Surrey City Hall
Finance & Technology Department - Purchasing Section
Reception Counter, 5th Floor West
13450 - 104 Avenue Surrey, BC Canada V3T 1V8

E-mail: purchasing@surrey.ca

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. DURATION OF QUOTATION

The Quotation will be open for acceptance by the City until:

- (a) the date specified in this RFQ or in a Quotation; or
- (b) as described in a subsequent written notice which the Contractor may send to the City.

7. 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 Quotations. The City may negotiate changes to any terms of a Quotation, including terms in and Schedule A, Attachment 1 and Schedule B and including 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.

8. ACCEPTANCE

A Quotation will be an offer to the City which, subject to Section 6, the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed the agreement on behalf of the City. Delivery of the signed agreement by the City may be by fax or email.

9. 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 City or its representatives and consultants, relating to or arising from the RFQ. The City 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.

10. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

11. 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 City, its elected or appointed officials or employees. The City may rely on such disclosure.

12. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

13. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

14. SIGNATURE

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

- (a) 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;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership 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 City 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
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

15. PRICES

All prices submitted shall be for the entire equipment described in Schedule A with options shown separately, where permitted.

Prices shall be shown on the Quotation form with GST/PST, Environmental Taxes and Levies. The Contractor shall state the length of time that submitted price(s) will be held firm effective from the closing date.

Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage fees, royalties, handling charges, overhead, profit and all other costs included.

Fluctuations in GST/PST or Environmental Tax Rates will be allowed.

Prices to be quoted in Canadian currency, the lowest or any Quotation may not necessarily be accepted.

16. BRAND NAME SPECIFICATIONS AND/OR REFERENCES

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict Contractors to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the Contractor shall warrant to the City that it is fit for that purpose. Quotations on comparable items must clearly state the exact article being offered including any and all applicable options and the Contractor shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the Contractor does not indicate that the

article offered is other than as specified, it will be understood that the Contractor is offering the article exactly as specified. Contractors should complete documentation on the specifications and quality levels of the proposed products. Quotations submitted that do not contain this documentation may be subject to rejection.

17. ANTICIPATED QUANTITIES

The City reserves the right and discretion to place orders on quoted items during the duration of the term of the agreement as per Schedule B – Quotation on an as per need basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.

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ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: SUPPLY AND DELIVERY OF SLIP-IN ASPHALT BODIES

Reference No.: 1220-040-2014-079

FOR THE SUPPLY OF GOODS AND SERVICES

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SCHEDULE B – QUOTATION

DRAFT QUOTATION AGREEMENT

Reference RFQ Title: Supply and Delivery of Slip-In Asphalt Bodies

THIS AGREEMENT dated for reference this _____ day of _____, 201__.

RFQ #1220-040-2014-079

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., Canada, V3T 1V8
(the "**City**")

AND:

(Insert Full Legal Name and Address of Proponent)

(the "**Contractor**")

WHEREAS the City wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and Services.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "**Agreement**" means this agreement and all schedules attached hereto;
- (b) "**Calendar Year**" means the time period from January 1st to December 31st;
- (c) "**City**" means the City of Surrey;
- (d) "**Contractor**" means a contractor who is providing Goods and Services under this Agreement;
- (e) "**Fees**" means the price set out in Section B-2 for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "**Goods**" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "**Indemnitees**" has the meaning described in Section 11.2;

- (h) **"RFQ"** means the Request for Quotations;
- (i) **"Services"** means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (j) **"Term"** has the meaning described in Section 3.1; and

1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) the RFQ; and
- (c) other terms, if any, that are agreed to by the parties in writing.

1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods & Scope of Services; and
Schedule B – Quotation.

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.

2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Section B-2, to Attachment 1.

2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Section B-2, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written

notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

3.1 The Contractor will provide the Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Term").

4. TIME

4.1 Time is of the essence.

5. FEES

5.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a **monthly** invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number **< insert purchase order or contract reference number >**, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the of all employees of the Contractor that have performed Services during the; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.

6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods

and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

- 6.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 6.6 To receive your payments electronically, fax your request along with your banking information on company letterhead to 604-591-4488. Also provide a valid e-mail address where the payment notification may be sent. You may contact us at 604-592-7010 for more information.

SUBMITTING YOUR ELECTONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca

In order to process your payment, the following submission guidelines **must** be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number>.
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

Please send your hard copy invoices by mail to:

Name: _____
Address: _____

- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.7 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

- 7.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for

performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs,

liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage.

To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of Services.

14. DEFICIENCIES

- 14.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.

14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:

- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.

15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.

15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

15.4 The City may terminate this Agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

16. CURING DEFAULTS

16.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

17. DISPUTE RESOLUTION

17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this section.

17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 18.3 The Contractor agrees that it is the prime contractor for the Goods and Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified by the Contractor, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 18.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

- 19.1 The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

20. GENERAL PROVISIONS FOR GOODS

- 20.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

“Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: +1-604-685-3555
Fax: +1-604-605-8231
Email: cst19@livingstonintl.com”

- 20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 20.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

21. COMPLIANCE

- 21.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 21.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30

days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

23.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

24. APPLICABLE LAW

24.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

25. NOTICES

25.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

26. MERGER AND SURVIVAL

26.1 The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

27. ENTIRE AGREEMENT

27.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This

Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

- 27.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

28. SIGNATURE

- 28.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 28.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

29. BRAND NAMES

- 29.1 Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, Goods other than that specified are proposed in a Quotation, the Contractor is to include the name of such Goods, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Contractor provide specific evidence of equivalency. Evidence of quality in the form of samples may be requested.

30. ENUREMENT

30.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

< NAME OF CONTRACTOR >

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SPECIFICATION OF GOODS

PROJECT TITLE: SUPPLY AND DELIVERY OF SLIP-IN ASPHALT BODIES

PROJECT No.: 1220-040-2014-079

1. GENERAL DESCRIPTION

It is the intent of this specification to provide for the purchase, delivery and fitting of two (2) new and unused asphalt bodies which slip into our tandem axle dump truck, dump boxes.

2. QUALITY

The asphalt body shall be manufactured by a company with a registered quality standard no less than ISO 9001.

3. EQUIVALENT PRODUCT

Quotations will be accepted for consideration on any make or model that is equal or superior to the body specified. Decisions of equivalency will be at the sole interpretation of the Fleet and Garage Manager of Surrey's Engineering Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the Quotation.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the Quotation, or the Quotation will be deemed "non-responsive" and rejected without further review. Contractor must be prepared to demonstrate a unit similar to the one proposed, if requested.

4. DELIVERY

The asphalt bodies shall be delivered F.O.B. Destination, Freight Prepaid to the City of Surrey in first class operating condition. If the Contractor must store, park, or hold the bodies until such a time that the City, at its sole discretion, requires them, the Contractor will store the bodies at no additional cost to the City.

Contractor shall state delivery time after receipt of order.

5. TITLE, RISK OF LOSS, FREIGHT

Title of goods received under a purchase order agreement shall remain with the Contractor until they are delivered to the City's Works Yard, located at 6645 – 148th St., Surrey, BC at which time title passes to the City of Surrey. The Contractor will bear all risks of loss, theft, injury, or destruction or damage of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction or damage shall not release the Contractor from any obligations under.

6. OPTIONAL ITEMS

The City of Surrey may choose, at its sole discretion, to add any or all of the optional items to this purchase. Contractor shall provide on a cover letter with a list of options and prices.

- END OF PAGE -

SCHEDULE A-1 –TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The specification herein states the minimum requirements of the City of Surrey. All Quotations must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

Preferred Specifications
1.1 The unit shall be a minimum of 8 cubic yards
1.2 Double wall construction with 2" – 6 LB. density insulation throughout
1.3 Internal hopper steel shall be 3/16" GA HR steel.
1.4 External hopper cladding shall be 12 GA HR steel
1.5 Two top loading doors are 2" double wall construction with 2" – 6 LB. density insulation
1.6 Doors hydraulically operated by 2" x 11" stroke cylinders
1.7 Hydraulic system is powered from the truck hydraulics
1.8 Hydraulic lines shall be connected to the truck hydraulics through a Tema coupler TMMC7755Q
1.9 Hydraulic controls shall be located at the right rear corner of the container, accessible to the operator
1.10 The sloping walls of the hopper shall be a minimum of 45 degrees from the horizontal
1.11 Material shall discharged via a 24" wide chain conveyor system
1.12 The chain shall have crossbars every second chain link.
1.13 The conveyor shall be driven through a hydraulically driven gearbox, ratio of 25:1
1.14 The conveyor shall be driven via sprockets with a minimum of 1¾" shaft. Support bearings shall be able to be greasable
1.15 Conveyor chain shall able to be driven both directions
1.16 A pivotal asphalt chute shall be mounted at the rear of unit, which is fed from the conveyor chain. The chute shall have a minimum of 110 degrees rotation.
2.1 Two CNG fueled burners, with cast manifold burner and flame adjustment
2.2 Burners rated at 67,000 BTU each @ a pressure of 10 psi. Burner area fully enclosed.
2.3 Temperature controlled thermostat with a range of 100 to 300 degrees Fahrenheit
2.4 Shall have flame out fuel shut off valve
2.5 Heat tubes located under hopper, with passage ways internally in hopper for directing heat. – Please provide details.
2.6 Passage ways separate from burner chamber – provide details
2.7 Two - 20 DGE cylinder mounted in cabinet with integrated fuel panel, which includes fill receptacle, gauge, and 1/4 turn valve; plumb cylinder to remote regulator. Fill port and control box shall be located curb side at rear to allow filling from the ground
2.8 Hand Touch, Pilot with valve control, rated at 200,000 BTU, supplied with 25" hose on hose reel.
3.1 Emulsified asphalt spray and storage system mounted on skid frame as part of the unit for applying tack coat.

Preferred Specifications
3.2 Two compartment tank, 1) 1 – 85 gallon emulsion tank, 2) 1 – 15 gallon solvent tank
3.3 Tank constructed from 10 gauge steel with reinforced bottom.
3.4 Fillers for both tanks to be accessible from the rear of the truck – please provide details
3.5 A removable strainer basket shall be provided for the emulsion tank
3.6 A “Y” strainer at the discharge of tank before material enters the pump
3.7 Capable of switching from emulsion to solvent with one valve lever.
3.8 The emulsion tank shall be equipped with 220 volt AC heat system for overnight heating, controlled by temperature sensor. Heating elements shall be low density stainless steel.
3.9 Sprayer shall be mounted curb side of Patcher body.
3.10 A rotary gear pump with an output of 10 gallons per minute @ 600 RPM shall be supplied. Pumps shall be hydraulic driven.
3.11 All valves shall be high pressure capable
3.12 Pump shall be reversible to draw material back to emulsion tank.
3.13 Hose reel shall be mounted on the rear of the unit, to accept a minimum of 25 feet of ½” hose
3.14 A 3/8” diameter, 5 foot long steel application wand shall be provided, with a changeable brass nozzle and valve to control the application of emulsion
3.15 A wand storage bracket shall be provided
3.16 A 12 volt DC pump connected to the solvent tank and 25 foot hose with wand on a hose reel shall be provided
4.1 Patcher shall be supplied with free standing legs, which fold away when loaded on a truck
4.2 Patcher shall be equipped with two front mounted rubber guide wheels to assist with the loading of the unit.
4.5 Patcher shall be able to be loaded and unloaded from a truck dump body without the use of ancillary equipment
4.6 The patcher shall have a minimum of two tie down points at the front to secure the unit to the front of the truck – please provide details and location
4.7 The patcher shall be secured to the rear of the truck using the tail gate dogs – please provide details.
4.8 Four lifting lugs shall be provided to allow the unit to be lifted off the truck, should the need arise – please provide details
5.1 Minimum 9KW, 220 volt AC thermostatically controlled 100°F to 300°F
5.2 Temperature probe to be located no higher than ¼ of the way up of the side wall of the hopper
5.3 Unit shall keep the asphalt at a workable temperature overnight with a minimum of 25 percent capacity – please provide details that this is achievable
5.4 Electric controls shall be in a weather proof panel
6.1 (10) light board LED. With Arrow - left, right, or both functions.
6.2 Mounted at rear of unit in a prominent position so it can be clearly seen by motorists
6.3 Arrow board controller to be portable, so as to be able to be moved between trucks
7.1 The unit shall be supplied with a wiring loom and suitable plug which plugs into the rear of the truck for all 12 volt electric powered components, which either need to be controlled from the cab of the truck and/or with a power feed to a weather proof control box at the rear of the unit
8.1 The driver shall have the ability to turn the burner off from the cab of the truck.
8.2 The driver shall be warned of a “flame out” of the burner
8.3 The operation of the burner while the vehicle is in motion shall meet all Federal and Provincial regulations
9.1 Upon delivery the proponent shall provide a minimum of 8 hours training per unit, at no cost to the City



**SCHEDULE B
QUOTATION**

(Make copies as required for multiple submissions)

RFQ Title: SUPPLY AND DELIVERY OF SLIP-IN ASPHALT BODIES

RFQ No: 1220-040-2014-079

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

CITY OF SURREY

City's Representative: Richard Oppelt
Purchasing Manager

Address: 13450-104 Ave., Surrey, BC V3T 1V8

Email for PDF Files: purchasing@surrey.ca

Phone: 604 590-7274

1. The Contractor offers to supply to the City of Surrey the Goods for the prices plus applicable taxes as follows:

Year, Make & Model: _____

All costs to meet the minimum specifications shall be included in the following delivered prices.

BODY: \$ _____ X 2 \$ _____

SUB-TOTAL: \$ _____

GST: 5% = \$ _____

PST: 7% = \$ _____

TOTAL QUOTED PRICE: \$ _____

The completed unit shall be delivered within _____ days after receipt of purchase order.

Complete Unit: State Warranty (no less than one (1) year) _____

Warranty repairs shall be performed at _____

Please complete if applicable: British Columbia Certified

Payment Terms:

A cash discount of _____ % will be allowed if the invoices is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.

Please provide details and costs of available options available for this unit.

Note: Contractors are directed to list complete manufacturers' details of model proposed in the right-side column under manufacturers' specifications

Preferred Specifications	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment offered. Contractor shall complete all spaces in this column.
1. Container			
1.1 The unit shall be a minimum of 8 cubic yards	<input type="checkbox"/>	<input type="checkbox"/>	
1.2 Double wall construction with 2" – 6 LB. density insulation throughout	<input type="checkbox"/>	<input type="checkbox"/>	
1.3 Internal hopper steel shall be 3/16" GA HR steel.	<input type="checkbox"/>	<input type="checkbox"/>	
1.4 External hopper cladding shall be 12 GA HR steel	<input type="checkbox"/>	<input type="checkbox"/>	
1.5 Two top loading doors are 2" double wall construction with 2" – 6 LB. density insulation	<input type="checkbox"/>	<input type="checkbox"/>	
1.6 Doors hydraulically operated by 2" x 11" stroke cylinders	<input type="checkbox"/>	<input type="checkbox"/>	
1.7 Hydraulic system is powered from the truck hydraulics	<input type="checkbox"/>	<input type="checkbox"/>	
1.8 Hydraulic lines shall be connected to the truck hydraulics through a Tema coupler TMMC7755Q	<input type="checkbox"/>	<input type="checkbox"/>	
1.9 Hydraulic controls shall be located at the right rear corner of the container, accessible to the operator	<input type="checkbox"/>	<input type="checkbox"/>	
1.10 The sloping walls of the hopper shall be a minimum of 45 degrees from the horizontal	<input type="checkbox"/>	<input type="checkbox"/>	
1.11 Material shall discharged via a 24" wide chain conveyor system	<input type="checkbox"/>	<input type="checkbox"/>	
1.12 The chain shall have crossbars every second chain link.	<input type="checkbox"/>	<input type="checkbox"/>	
1.13 The conveyor shall be driven through a hydraulically driven gearbox, ratio of 25:1	<input type="checkbox"/>	<input type="checkbox"/>	
1.14 The conveyor shall be driven via sprockets with a minimum of 1¾" shaft. Support bearings shall be able to be greasable	<input type="checkbox"/>	<input type="checkbox"/>	
1.15 Conveyor chain shall able to be driven both directions	<input type="checkbox"/>	<input type="checkbox"/>	
1.16 A pivotal asphalt chute shall be mounted at the rear of unit, which is fed from the conveyor chain. The chute shall have a minimum of 110	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment offered. Contractor shall complete all spaces in this column.
degrees rotation.			
2. Radiant Heat & Fuel			
2.1 Two CNG fueled burners, with cast manifold burner and flame adjustment	<input type="checkbox"/>	<input type="checkbox"/>	
2.2 Burners rated at 67,000 BTU each @ a pressure of 10 psi. Burner area fully enclosed.	<input type="checkbox"/>	<input type="checkbox"/>	
2.3 Temperature controlled thermostat with a range of 100 to 300 degrees Fahrenheit	<input type="checkbox"/>	<input type="checkbox"/>	
2.4 Shall have flame out fuel shut off valve	<input type="checkbox"/>	<input type="checkbox"/>	
2.5 Heat tubes located under hopper, with passage ways internally in hopper for directing heat. – Please provide details.	<input type="checkbox"/>	<input type="checkbox"/>	
2.6 Passage ways separate from burner chamber – provide details	<input type="checkbox"/>	<input type="checkbox"/>	
2.7 Two - 20 DGE cylinder mounted in cabinet with integrated fuel panel, which includes fill receptacle, gauge, and 1/4 turn valve; plumb cylinder to remote regulator. Fill port and control box shall be located curb side at rear to allow filling from the ground	<input type="checkbox"/>	<input type="checkbox"/>	
2.8 Hand Touch, Pilot with valve control, rated at 200,000 BTU, supplied with 25" hose on hose reel.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Emulsion Spraying Unit & Solvent System			
3.1 Emulsified asphalt spray and storage system mounted on skid frame as part of the unit for applying tack coat.	<input type="checkbox"/>	<input type="checkbox"/>	
3.2 Two compartment tank, 1) 1 – 85 gallon emulsion tank, 2) 1 – 15 gallon solvent tank	<input type="checkbox"/>	<input type="checkbox"/>	
3.3 Tank constructed from 10 gauge steel with reinforced bottom.	<input type="checkbox"/>	<input type="checkbox"/>	
3.4 Fillers for both tanks to be accessible from the rear of the truck – please provide details	<input type="checkbox"/>	<input type="checkbox"/>	
3.5 A removable strainer basket shall be provided for the emulsion tank	<input type="checkbox"/>	<input type="checkbox"/>	
3.6 A "Y" strainer at the discharge of tank before material enters the pump	<input type="checkbox"/>	<input type="checkbox"/>	
3.7 Capable of switching from emulsion to solvent with one valve lever.	<input type="checkbox"/>	<input type="checkbox"/>	
3.8 The emulsion tank shall be equipped with 220 volt AC heat system for overnight heating, controlled by temperature sensor. Heating elements shall be low density stainless steel.	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment offered. Contractor shall complete all spaces in this column.
3.9 Sprayer shall be mounted curb side of Patcher body.	<input type="checkbox"/>	<input type="checkbox"/>	
3.10 A rotary gear pump with an output of 10 gallons per minute @ 600 RPM shall be supplied. Pumps shall be hydraulic driven.	<input type="checkbox"/>	<input type="checkbox"/>	
3.11 All valves shall be high pressure capable	<input type="checkbox"/>	<input type="checkbox"/>	
3.12 Pump shall be reversible to draw material back to emulsion tank.	<input type="checkbox"/>	<input type="checkbox"/>	
3.13 Hose reel shall be mounted on the rear of the unit, to accept a minimum of 25 feet of ½" hose	<input type="checkbox"/>	<input type="checkbox"/>	
3.14 A 3/8" diameter, 5 foot long steel application wand shall be provided, with a changeable brass nozzle and valve to control the application of emulsion	<input type="checkbox"/>	<input type="checkbox"/>	
3.15 A wand storage bracket shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
3.16 A12 volt DC pump connected to the solvent tank and 25 foot hose with wand on a hose reel shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
4. Loading and Unloading			
4.1 Patcher shall be supplied with free standing legs, which fold away when loaded on a truck	<input type="checkbox"/>	<input type="checkbox"/>	
4.2 Patcher shall be equipped with two front mounted rubber guide wheels to assist with the loading of the unit.	<input type="checkbox"/>	<input type="checkbox"/>	
4.5 Patcher shall able to be loaded and unloaded form a truck dump body without the use of ancillary equipment	<input type="checkbox"/>	<input type="checkbox"/>	
4.6 The patcher shall have a minimum of two tie down points at the front to secure the unit to the front of the truck – please provide details and location	<input type="checkbox"/>	<input type="checkbox"/>	
4.7 The patcher shall be secured to the rear of the truck using the tail gate dogs – please provide details.	<input type="checkbox"/>	<input type="checkbox"/>	
4.8 Four lifting lugs shall be provided to allow the unit to lifted off the truck, should the need arise – please provide details	<input type="checkbox"/>	<input type="checkbox"/>	
5. Auxiliary Electric Heat Patcher			
5.1 Minimum 9KW, 220 volt AC thermostatically controlled 100°F to 300°F	<input type="checkbox"/>	<input type="checkbox"/>	
5.2 Temperature probe to be located no higher than ¼ of the way up of the side wall of the hopper	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment offered. Contractor shall complete all spaces in this column.
5.3 Unit shall keep the asphalt at a workable temperature overnight with a minimum of 25 percent capacity – please provide details that this is achievable	<input type="checkbox"/>	<input type="checkbox"/>	
5.4 Electric controls shall be in a weather proof panel	<input type="checkbox"/>	<input type="checkbox"/>	
6. Arrow Board			
6.1 (10) light board LED. With Arrow - left, right, or both functions.	<input type="checkbox"/>	<input type="checkbox"/>	
6.2 Mounted at rear of unit in a prominent position so it can be clearly seen by motorists	<input type="checkbox"/>	<input type="checkbox"/>	
6.3 Arrow board controller to be portable, so as to be able to be moved between trucks	<input type="checkbox"/>	<input type="checkbox"/>	
7. 12 Volt Electrics			
7.1 The unit shall be supplied with a wiring loom and suitable plug which plugs into the rear of the truck for all 12 volt electric powered components, which either need to be controlled from the cab of the truck and/or with a power feed to a weather proof control box at the rear of the unit	<input type="checkbox"/>	<input type="checkbox"/>	
8. Safety			
8.1 The driver shall have the ability to turn the burner off from the cab of the truck.	<input type="checkbox"/>	<input type="checkbox"/>	
8.2 The driver shall be warned of a "flame out" of the burner	<input type="checkbox"/>	<input type="checkbox"/>	
8.3 The operation of the burner while the vehicle is in motion shall meet all Federal and Provincial regulations	<input type="checkbox"/>	<input type="checkbox"/>	
9. Operator Training			
9.1 Upon delivery the proponent shall provide a minimum of 8 hours training per unit, at no cost to the City	<input type="checkbox"/>	<input type="checkbox"/>	

2. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
- (a) the RFQ;
 - (b) the specifications set out above and in Schedule A of the RFQ;
 - (c) the General Terms and Conditions; and
 - (d) this Quotation; and
 - (e) other terms, if any, that are agreed to by the parties in writing.

3. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
4. The Contractor will meet or exceed each item in the specifications as written: YES NO . If No, any minor deviations from the stated specifications are backed up by the enclosed manufacturer or dealer's detailed description of each variation with reference made to each item to which the variation will apply. Alternate equivalent product certified by manufacturer attached YES NO .
5. The location of the nearest factory authorized warranty repair facility / parts dealership:

6. The number of business days upon the receipt of Purchase Order is received that the Contractor will guarantee delivery: _____
7. The Contractor to indicate on each line provided in **Schedule B** if they comply with the Quote items as specified or are taking exception to the Quote items specified.

If additional space is required to fully explain Quote exception(s), attach additional page(s) to the Quotation and indicate the section number and subsection that has the exception and provide explanation.

If more than one (1) make or model is to be offered, copy the specification sheets to submit separate Quotation sheets for each item to be evaluated.

Note: Failure to provide all of the information in **Schedule B** does not relieve the Contractor of the responsibility of supplying all of the necessary items and/or complying with all of the conditions of this Quotation. Complete all pages of **Schedule B**.

8. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the Specifications and the General Terms and Conditions, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 20____.

CONTRACTOR

by its authorized signatory:

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)