



## REQUEST FOR QUOTATIONS

**Title:** Supply and Delivery of One (1) Only 8000 kg. (Preferred) Reduced Tail Swing Excavator

**Reference No.:** 1220-040-2025-026

### FOR THE SUPPLY OF GOODS

(General Services)  
Issue Date: February 25, 2025

**TABLE OF CONTENTS**

1. INTRODUCTION ..... 3

2. INTERPRETATION ..... 3

3. ELIGIBLE PARTIES ..... 3

4. ADDRESS FOR DELIVERY ..... 3

5. DATE ..... 4

6. INQUIRIES ..... 4

7. ADDENDA ..... 4

8. FORM OF QUOTATION..... 5

9. QUOTATION PRICE ..... 5

10. SIGNATURE ..... 6

11. CONTRACTOR'S REPRESENTATIONS..... 6

12. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES ..... 6

13. OPTIONAL WORK ..... 7

14. EVALUATION TEAM..... 7

15. EVALUATION CRITERIA..... 8

16. EVALUATION PROCESS..... 8

17. RESERVATION OF RIGHTS ..... 9

18. SELECTION AND NEGOTIATION..... 10

19. NO AGREEMENT..... 10

20. LIMITATION OF CITY LIABILITY ..... 10

21. CONTRACTOR'S EXPENSES..... 11

22. CONFLICTS OF INTEREST ..... 11

23. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS..... 11

24. CONFIDENTIALITY ..... 11

25. FACTORY INSTALLATION ..... 11

26. ANTICIPATED QUANTITIES ..... 12

**ATTACHMENT 1 – DRAFT AGREEMENT – GOODS ..... 13**

**SCHEDULE A – SPECIFICATIONS OF GOODS .....34**

**SCHEDULE A-1 – PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATIONS & REQUIREMENTS .....36**

**SCHEDULE B – FORM OF QUOTATION .....41**

**SCHEDULE B-1 – PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATIONS & REQUIREMENTS RESPONSE FORM WORKSHEETS .....48**

## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the “**City**”) invites Quotations for the supply and delivery of one only 8000 kg. (preferred) reduced tail swing excavator as described in Schedule A – Specifications of Goods to Attachment 1 – Draft Agreement – Goods (the “**Goods**”), including the performance of the warranty obligations as described in the Agreement.

This RFQ is for a contract for the supply and delivery of one only 8000 kg. (preferred) reduced tail swing excavator for the purposes of working in a municipal roadside construction environment. Details of the City’s technical and functional specifications & requirements to which this RFQ relates to are set out in Schedule A – Specifications of Goods to Attachment 1 – Draft Agreement – Goods.

This RFQ applies to and governs the preparation of Quotations in response to the RFQ.

### 2. INTERPRETATION

#### In this RFQ:

- (a) words importing the singular include the plural, and vice versa;
- (b) the word “including” is deemed to be followed by “without limitation”;
- (c) capitalized terms used but not defined in this RFQ, but are defined in other documents referred to in this RFQ, have the meanings assigned to such terms in such applicable documents unless the context requires otherwise; and
- (d) notwithstanding any other provision in the other documents referred to in this RFQ, no term or condition will be implied into this RFQ based on any practice or custom, including any practice or custom in the emergency vehicle supply, assembly or delivery industries, or in any procedures or guidelines recommended for use with respect to such industries.

### 3. ELIGIBLE PARTIES

Quotations (each a “**Quotation**”) in response to this RFQ will only be considered from authorized manufacturers or dealers of the Goods (each a “**Contractor**”).

### 4. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation **electronically** in a single pdf file which must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City's receiving equipment functions properly so that the City receives the Quotation.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt.

**5. DATE**

The City would prefer to receive Quotations on or before **March 18, 2025** (the "Date").

**6. INQUIRIES**

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

Name: Sunny Kaila, Manager, Procurement Services  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2025-026

Inquiries should be made no later than 7 business days before the Date set out in Section 5. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 5. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

**7. ADDENDA**

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website"). Issued addenda will form part of this RFQ. It is the responsibility of Contractors 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 RFQ 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.

## 8. FORM OF QUOTATION

- (a) A Quotation should be labelled with the Contractor's name, RFQ title and number.
- (b) To facilitate the evaluation of Quotations, a Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of Quotation, and Schedule B-1 – Preferred Technical and Functional Specifications and Requirements Response Form Worksheets, including with respect to section numbering. All parts, pages, figures, and tables set out in a Quotation should be numbered and labeled clearly.
- (c) A Contractor should include in its Quotation a full response to each question or request for information set out in the RFQ, having regard to the form set out in Schedule B – Form of Quotation and Schedule B-1 – Preferred Technical and Functional Specifications and Requirements Response Form Worksheets.
- (d) The description of the Goods as described in Schedule A – Specifications of Goods to Attachment 1 – Draft Agreement – Goods sets out the minimum requirements of the City. Without limiting the generality of the foregoing, a Contractor should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, or terms that exceed the minimum requirements.

## 9. QUOTATION PRICE

The prices set out in the Contractor's Quotation will, applied in accordance with the terms as set out in Attachment 1 – Draft Agreement – Goods, represent the entire cost to the City for the complete performance of the supply and delivery of the Goods, exclusive only of GST. The aggregate of such prices (collectively, the "**Quotation Price**") will be the Contractor's total price for the complete performance of the supply and delivery of the Goods. The Quotation Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of the supply and delivery of the Goods, including all items which, while not specifically listed, are included in the supply and delivery of the Goods specifically or by necessary inference from the terms as set out in Attachment 1 – Agreement – Draft Agreement – Goods;
- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the supply and delivery of the Goods and the performance of the warranty obligations as described in Attachment 1 – Draft Agreement – Goods.

Without limiting the generality of the foregoing, the Quotation Price will be deemed to include all parts for body and chassis which are necessary in order to provide a complete unit, ready

for operation, which conforms in strength, quality of workmanship, and materials to that which is usually provided by the trade in general.

## **10. 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 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 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.

## **11. CONTRACTOR'S REPRESENTATIONS**

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply and deliver the Goods and to perform the warranty obligations as described in the Attachment 1 – Draft Agreement – Goods.

Any entity submitting a Quotation represents, warrants and guarantees that it is either an authorized dealer of the manufacturer proposed and that the manufacturer has agreed to supply the entity with the Goods in fulfillment of the obligations of the Contractor as set out in Attachment 1 – Draft Agreement – Goods, or that it is itself a manufacturer of the Goods.

## **12. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES**

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A – Specifications of Goods to Attachment 1 – Draft Agreement – Goods use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or

catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the date set out in Section 5, a Contractor may request, pursuant to Section 6 the City to approve a commodity(ies) (each, an “**Equivalency**”) to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A – Specifications of Goods to Attachment 1 – Draft Agreement – Goods, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A – Specifications of Goods to Attachment 1 – Draft Agreement – Goods such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City’s discretion under **Section 6**). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this **Section 12**, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods.

The Contractor should clearly identify in its Quotation any Equivalencies approved by the City under this **Section 12**.

If the Contractor does not in its Quotation indicate any Equivalencies, the Contractor will be deemed to accept the commodity(ies) described in Schedule A – Specifications of Goods to Attachment 1 – Draft Agreement – Goods.

### **13. OPTIONAL WORK**

A Contractor should include prices for Optional Work, if any, as called for in Schedule B – Quotation. Such Optional Work prices will be deemed not to include any general overhead costs, or other costs, or profit, that are not directly related to the Optional Work, and the Optional Work prices will only apply if the City elects to proceed with the Optional Work.

Notwithstanding that the City may elect not to proceed with the Optional Work, the prices for any Optional Work, including the extended totals for any Optional Work unit prices, will be included in the Quotation Price for the purpose of any price comparisons between Quotations.

### **14. EVALUATION TEAM**

The evaluation of Quotations to identify a preferred Contractor (the “**Preferred Contractor**”) will be carried out by a committee of one or more persons appointed by the City (the

**“Evaluation Team”**). The Evaluation Team may be assisted by other persons as the Evaluation Team may determine it requires, including technical, financial, legal and other advisors or employees of the City.

## **15. EVALUATION CRITERIA**

The Evaluation Team will compare and evaluate the Quotations to identify the Quotation which the Evaluation Team, in its sole and absolute discretion, determines to be the most advantageous to the City applying the following evaluation criteria:

- (a) Technical – Design, Performance, Maintenance, Warranty;
- (b) Qualifications (resources, management, engineering, etc.);
- (c) Customer Service - relationships with customers, overall customer experience;
- (d) Quotation Price;
- (e) Delivery; and
- (f) Past Performance in supply and delivering goods similar to the Goods.

## **16. EVALUATION PROCESS**

To assist in evaluation of Quotations, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Contractor, and any subcontractors proposed in the Quotation, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Quotations;
- (b) seek clarification or additional information from any, some, or all Contractors with respect to their Quotations, and consider and rely on such supplementary information in the evaluation of Quotations;
- (c) request interviews/presentations with any, some, or all Quotations to clarify any questions or considerations based on the information included in Quotations, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Quotations; and
- (d) seek confirmation that the inclusion of any personal information about an individual in a Quotation has been consented to by that individual.

The Evaluation Team is not obligated to complete a detailed evaluation of all Quotations and may, after completing a preliminary review of all Quotations, identify and drop from any detailed evaluation any Contractor which, when compared to the other Contractors, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Contractor. The City expressly reserves the right to reject any design



optimizations proposed by a Contractor, or any substitutions proposed by a Contractor that have not been approved by the City pursuant to Section 12.

## 17. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFQ:

- (a) The City need not necessarily consider the Quotation with the lowest Quotation Price, or any Quotation, and the City reserves the right to reject any and all Quotations at any time, or cancel the RFQ process, without further explanation, and to accept any Quotation the City considers to be in any way advantageous to it;
- (b) The City's acceptance of any Quotation is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods;
- (c) Each Contractor, by submitting a Quotation, irrevocably:
  - (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Contractor in preparing its Quotation for any matter relating directly or indirectly to this RFQ (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ); and
  - (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Contractor and the City is entered into for the supply and delivery of the Goods for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ; and
- (d) If the City considers that all Quotations are priced too high, it may reject them all.

## **18. SELECTION AND NEGOTIATION**

The Evaluation Team will recommend to the City the Quotation that it determines is most advantageous in accordance with this RFQ. The City may accept or reject the Evaluation Team's recommendation.

The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 – Draft Agreement – Goods and Schedule A and B and including prices.

If the City selects a preferred Contractor, then such preferred Contractor will use good faith commercial efforts to negotiate and enter into a contract with the City. During negotiations the City may;

- (a) negotiate any aspect of a preferred Contractor's Quotation, including reductions in the prices as set out in the preferred Contractor's Quotation;
- (b) negotiate the incorporation of the preferred Contractor's suggested amendments to the Agreement as may be included in its Quotation;
- (c) negotiate terms and conditions different than those contained in the RFQ and other documents referred to in the RFQ, the Quotation or both; and
- (d) if at any time the City reasonably forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time, give the preferred Contractor written notice to terminate discussions, in which event the City may then either open discussions with another Contractor or terminate this RFQ in whole or in part and obtain the supply and delivery of the Goods in some other manner, or not at all.

The City has no duty or obligation to advise any other Contractor or to allow them to modify their Quotations, and the City will have no liability to any Contractor as a result of such negotiations or modifications.

The City may, at its sole discretion, require the preferred Contractor to attend and participate in a pre-award meeting prior to award, the purpose of which will be to confirm project details and expectations of the City.

## **19. NO AGREEMENT**

This RFQ is simply an invitation for Quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations.

## **20. LIMITATION OF CITY LIABILITY**

Notwithstanding anything to the contrary contained in the RFQ or any other document, material or communication made available to Contractors by the City or its representatives in connection with this RFQ, the City accepts no responsibility or liability for the accuracy

or completeness of this RFQ (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the City (including through the City Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any Contractor or any other person on this RFQ or any such information as is described in this paragraph is solely that of each Contractor.

## **21. 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 this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, 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.

## **22. CONFLICTS OF INTEREST**

A Contractor should 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.

## **23. 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 and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

## **24. 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.

## **25. FACTORY INSTALLATION**

Items that are available from the factory should be factory installed. If factory installation of an item is not available to the dealer and the dealer is making a dealer modification in order to meet the specification, it should be clearly noted in your response.

**26. ANTICIPATED QUANTITIES**

Unless otherwise specified in this RFQ, quantities shown are approximate and furnished without liability on behalf of the City.

Unless otherwise stated payment will be by the unit completed at the Purchase Price on the actual quantities deemed acceptable by the City.

**Attachment No. 1 – DRAFT AGREEMENT – GOODS**

**Reference RFQ Title: Supply and Delivery of One (1) Only 8000 kg. (preferred) Reduced Tail Swing Excavator**

**Reference No.: 1220-040-2025-026**

**BETWEEN:**

**CITY OF SURREY**  
13450 – 104<sup>th</sup> Avenue  
Surrey, B.C., V3T 1V8  
  
(the "City")

**OF THE FIRST PART**

**AND:**

**[INSERT THE FULL LEGAL NAME AND ADDRESS OF CONTRACTOR]**  
(the "Contractor")

**OF THE SECOND PART**

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

***Supply and Delivery of One (1) Only 8000 kg. (preferred) Reduced Tail Swing Excavator***

**THEREFORE** in consideration of the premises and 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:

**DEFINITIONS AND INTERPRETATION**

1. In this Agreement, in addition to any terms defined elsewhere in this Agreement, the following definitions apply:
  - (a) "**Agreement**" means this agreement and all schedules attached hereto;
  - (b) "**Change Order**" has the meaning set out in Section 44;
  - (c) "**Completion Date**" means the applicable date set out in Section 5;
  - (d) "**Delivery Date**" means the delivery date(s) for the applicable Goods, as set out in Section 5;
  - (e) "**Delivery Point**" has the meaning set out in Section 7;
  - (f) "**Department Representative**" means the representative designated by the City from time to time based on the required role, function and requirement;
  - (g) "**Effective Date**" means the date first above written;

- (h) “**Fleet Defect**” has the meaning set out in Section 65;
- (i) “**Good Industry Practice**” has the meaning set out in Section 13(c);
- (j) “**Goods**” means the equipment or materials (if any) as described generally in Schedule A – Specifications of Goods, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (k) “**Indemnitees**” has a meaning set out in Section 75;
- (l) “**Optional Work**” means the work which may be described in Schedule B – Quotation Extracts as such;
- (m) “**Production Schedule**” has the meaning set out in Section 16(b);
- (n) “**Purchase Price**” has the meaning set out in Section 33; and
- (o) “**Specifications**” means the scope of work and specifications and requirements set out in the schedules to this Agreement, and including anything and everything required to be done for the fulfilment and completion of this Agreement.

2. In this Agreement:

- (a) headings are for convenience and reference only and will not affect the interpretation of the Agreement;
- (b) all dollar figures will mean Canadian dollars;
- (c) unless otherwise expressly stated, any notice or communication required or permitted to be given under the Agreement will be in writing;
- (d) words importing the singular include the plural, and vice versa;
- (e) words importing gender include all genders;
- (f) where a reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;
- (g) where the date for any delivery or response falls on a Saturday, Sunday or statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day which is not a Saturday, Sunday or statutory holiday observed in British Columbia;
- (h) in the calculation of time, the first day will be excluded and the last day will be included;
- (i) the words in this Agreement will bear their natural or defined meaning;
- (j) the word “including” is deemed to be followed by “without limitation”;
- (k) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations and in force from time to time, and any statute or regulation that may be passed which has the effect

of amending, supplementing or superseding the statute referred to or such statute's corresponding regulations; and

- (l) the parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.
3. 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) Schedule B – Quotation Extracts;
  - (c) Schedule A – Specifications of Goods; and
  - (d) other terms, if any, that are agreed to by the parties in writing.

**SUPPLY AND DELIVERY OF GOODS**

- 4. The Contractor will supply the Goods that meet the Specifications set out in Schedule A – Specifications of Goods of this Agreement.
- 5. The Contractor will complete and deliver to the Delivery Point the Goods in accordance with the following schedule, unless this Agreement has been terminated sooner in accordance with its provisions.

	<u>Completion Date</u>	<u>Delivery Date</u>
<b>8000 kg. Reduced Tail Swing Excavator</b>	_____	_____

Notwithstanding anything contrary in this Section 5, the Contractor shall not ship any one of the Goods prior to the City's pre-delivery inspection of such Goods as described in Section 9.

Timely delivery is of the essence and the Contractor will be responsible to ensure that such delivery is made, and will notify the Department Representative immediately in writing of any anticipated delays and the reasons therefor.

Goods will not be deemed or construed to be delivered until actually received by the City at the Delivery Point.

- 6. The Contractor will deliver the Goods to the Delivery Point free and clear of all liens and encumbrances. 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.

## **DELIVERY POINT**

7. The Contractor will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be delivered to City of Surrey, Fleet/Service Centre, Central Operations Works Yard, 6651 – 148th Street, Surrey, B.C., Canada between the hours of 7:30 a.m. to 3:30 p.m., Monday through Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing from the City (the “**Delivery Point**”). The Goods must be transported (not driven) to the Delivery Point. The City will not assume any liability for Goods delivered to an unauthorized location. The Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage or repair cost resulting from delivery to the Delivery Point will be the Contractor’s sole responsibility.
8. The Contractor should notify the Department Representative not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The City will not assume any liability for vehicle delivered to an unauthorized location.
9. The Contractor shall not ship any one of the Goods prior to City’s pre-delivery inspection to determine compliance with the Specifications and/or to test its ability to perform its intended use.

## **MARKETABLE TITLE**

10. The Contractor warrants that it has or will at the time of the transfer of title as described in Section 11 have good and marketable title to the Goods, free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind and that it will defend the City’s title to the Goods. 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.

## **TRANSFER OF TITLE**

11. Title and all other property rights in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Goods or are otherwise provided to the Delivery Point by or on behalf of the Contractor under this Agreement, including all consumables, products, materials, equipment, tools, supplies and other items, but not the risk of loss with respect to such tangible personal property, the risk of which will remain with the Contractor until such time as specified in Section 12, will pass to the City free and clear of all encumbrances at the time the Goods are delivered to the Delivery Point.

## **RISK OF LOSS**

12. Risk of loss with respect to the Goods will remain with the Contractor and will not transfer to the City unless and until the City accepts and takes possession and control of the



Goods. No loss, injury or destruction of the Goods shall release Contractor from any obligations under this Agreement.

## STANDARD OF PERFORMANCE

13. The Contractor will supply and deliver the Goods and perform other services as described in this Agreement in accordance with:
  - (a) this Agreement;
  - (b) all applicable laws; and
  - (c) the standards, practices, methods and procedures to the best professional and commercial standard in the industry with respect to the design, manufacture, assembly and delivery of emergency vehicles similar to the Goods, conforming to all applicable laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances (“**Good Industry Practice**”).
14. If more than one standard, including governmental requirements, work practices and procedures, and specifications, applies to the supply and delivery of the Goods or the performance of other services as described in this Agreement, then the strictest of such will apply.

## PRE-PRODUCTION MEETING

15. If and when requested by the City, upon receipt of a Purchase Order from the City, and at a time and location designated by the City, the Contractor will hold a pre-production meeting. During this meeting, the Contractor will present the project team, and discuss any special provisions, the Contractor’s draft project approach and demonstrate an understanding of the Agreement. The Contractor will accept questions and feedback from the City and adjust the project approach and progress schedule accordingly. At this meeting the Contractor will present the Contractor’s draft Production Schedule, the warranty plan, quality assurance plan, preliminary test plan outline, and monthly progress report format. In addition, the Contractor will ensure that its authorized representatives for the pre-production meeting will include the Contractor’s applicable sales and engineering personnel. The meeting will be held during normal business hours, in Surrey, British Columbia, at a location, date and time agreed to by the parties.

## PRODUCTION SCHEDULE

16. The Contractor shall:
  - (a) commence the design, manufacturing and assembly of the Goods promptly following the date of this Agreement;
  - (b) within ten (10) days after the pre-production meeting or receipt of a Purchase Order, prepare and submit to the City a horizontal bar chart final build schedule, (the “**Production Schedule**”) including a critical path method satisfactory to the Department Representative, acting reasonably, indicating the timing (start and

completion date of activities noting the first work day of each week) of all major activities of the design, manufacturing and assembly of the Goods, and providing details of the critical events and their inter-relationship to demonstrate the work will be performed in conformance with the Agreement.

- (c) update the Production Schedule to the satisfaction of Department Representative, acting reasonably, on no less than a monthly basis so as to incorporate any time adjustments as permitted under this Agreement or as otherwise agreed to in writing by the City;
- (d) pursue the design, manufacturing and assembly of the Goods diligently to ensure that each of the milestone events for the completion of each component of the design, manufacturing and assembly of the Goods as identified in the then current Production Schedule is achieved at or before the time specified in that Production Schedule; and
- (e) if for any reason the design, manufacturing and assembly of the Goods falls behind the schedule as set out in the then current Production Schedule and if, in accordance with this Agreement, the delay does not entitle the Contractor to an extension of time, then the Contractor will, as part of the supply and delivery of the Goods take all such steps as are required to bring the design, manufacturing and assembly of the Goods back into conformity with the then current Production Schedule.

Failure to comply with this Section 16 will be deemed to be a default under this Agreement.

17. If in the reasonable opinion of the City, the actual progress of the design, manufacturing and assembly of the Goods does not conform with the then current Production Schedule, then the Contractor shall at its sole expense:
- (a) within ten (10) working days:
    - (i) submit to the City a report satisfactory to the Department Representative, acting reasonably, identifying the reasons for such nonconformity with the then current Production Schedule and outlining the Contractor's plan to address such nonconformity;
    - (ii) submit to the City for review a revised Production Schedule, which shall:
      - (A) be in accordance with Good Industry Practice; and
      - (B) satisfy the requirements of the Agreement.
  - (b) immediately upon acceptance by the City of such plan and revised Production Schedule, diligently pursue the plan so as to bring the design, manufacturing and assembly of the Goods into conformity with the revised Production Schedule.

## **SUBCONTRACTORS**

18. The City reserves the right to approve all subcontractors of the Contractor at any time.

## **SAFETY**

19. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or subcontractor of the Contractor, all such activity

shall be performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the *Workers Compensation Act*, the Occupational Health & Safety Regulation and the *Hazardous Products Act*, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming the supplier is registered in good standing with the Workers Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement.

## **WHMIS/MSDS**

20. The Contractor covenants and agrees 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 Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

## **TEST AND INSPECTIONS**

21. The Contractor shall as part of the supply and delivery of the Goods perform, or cause to be performed all tests, inspections and approvals for the Goods (whether required by this Agreement, or by the Department Representative's instructions, or by applicable laws), and if a test, inspection or approval requires a representative sample of materials or workmanship the Contractor shall at the Contractor's own cost supply the labour and materials necessary to provide the sample.
22. If any portion of the work is designated for special tests, inspections or approvals (either as a requirement in this Agreement, or by the Department Representative's instructions, or by the laws or regulations applicable to the Goods), then:
  - (a) if the Department Representative is to perform or arrange for the test, inspection or approval, the Department Representative shall give the Contractor timely notice requesting such test, inspection or approval; and
  - (b) if other authorities are to perform the test, inspection or approval, the Contractor shall arrange for such test, inspection or approval and shall give the Department Representative timely notice of the date and time for such test, inspection or approval.
23. The Contractor will comply with any order or directions given by the Department Representative for inspection or testing that was not called for in the Agreement, and the following will apply:
  - (a) if such inspection or testing is required to be carried out in advance of the design, manufacturing or assembly of the Goods, then such inspection or testing will be a change to which **Sections 42 through 45** apply;
  - (b) if such inspection or testing is required to be carried out on any design, manufacturing or assembly of the Goods that has been completed then:

- (i) if the inspection or testing determines that the design, manufacturing or assembly of the Goods is not in accordance with this Agreement, then the Contractor shall correct such design, manufacturing or assembly and pay all costs of the inspection or testing and all costs of the correction and the restoration; and
  - (ii) if the inspection or testing determines that the design, manufacturing or assembly of the Goods is in accordance with this Agreement, then the City shall pay all costs of the inspection or testing and all costs of the restoration.
- 24. If the Contractor disagrees with the results of any inspection or testing required in this Agreement or ordered by the Department Representative, then the Contractor may elect to carry out such further inspection or testing that the Department Representative agrees is acceptable for the purpose of determining whether the design, manufacturing or assembly of the Goods complies with this Agreement. If such further inspection or testing determines the design, manufacturing or assembly of the Goods is not in accordance with this Agreement, then the Contractor shall correct such the design, manufacturing or assembly of the Goods and pay all costs of the initial inspection or testing, all costs of the further inspection or testing, and all costs of the correction. If such further inspection or testing determines that the design, manufacturing or assembly of the Goods is in accordance with this Agreement, then the City shall pay all costs of the further inspection and testing.
- 25. If the Contractor covers or permits to be covered any part of the Goods that has been designated for special tests, inspections or approvals, before such special tests, inspections or approvals are made, given or completed, then the Department Representative may direct the Contractor to uncover such part, in order that the inspections or tests may be satisfactorily completed, and make good such part at the Contractor's own expense, and the Contractor shall comply with such direction.
- 26. The Department Representative will be entitled to observe all tests, inspections and approvals for the Goods, including factory or other tests performed at the Contractor's facility or at the facility of any subcontractor or supplier of the Contractor, and the Contractor will give written notice to the Department Representative of such tests, inspections and approvals for the Goods.
- 27. The Contractor shall promptly provide the Department Representative with two (2) copies of all certificates, inspection and testing reports required by the Agreement or ordered by the Department Representative.
- 28. The Contractor shall provide to the City written notice of delivery of the Goods not less than five (5) days prior to expected date of delivery of the Goods to the Delivery Point, to permit final inspection scheduling. An authorized representative of the Contractor shall supervise delivery to the City.

## **REJECTION OF GOODS**

- 29. Upon delivery of the Goods to the Delivery Point, the City shall have a reasonable time to inspect and to accept the Goods.
- 30. Despite transfer of title or the transfer of risk of loss, the City may reject Goods, or any component of the Goods, 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, or component of the Goods, as the case may be, whereupon the Goods will be held subject to the disposition by the Contractor. The rejected Goods, or component of the Goods, as the case may be, if the City has taken possession and control of the Goods or such component, will be held by the City at the sole risk of the Contractor and the Contractor will promptly remove or cause to be removed the rejected Goods, or component of the Goods, as the case may be. The Contractor will be responsible for all costs of the removal and disposition of any rejected Goods, or component of the Goods, as the case may be. Any costs or expenses incurred by the City on account of any rejected Goods, or component of the Goods, as the case may be, will, upon written demand by the City, be immediately due and payable by the Contractor, and the City may set-off such costs and expenses against any payment owing by the City to the Contractor.

31. Promptly after receiving a notice of rejection, the Contractor will deliver to the Department Representative a plan in writing describing the steps the Contractor will take and implement to ensure that the Goods, or component of the Goods, as the case may be, that are in accordance with this Agreement, and describing any impacts on the Production Schedule. Such steps shall include any re-testing reasonably required to establish that the Goods, or component of the Goods, as the case may be, comply with the Agreement.
32. If in the opinion of the Department Representative it is not expedient to correct the rejected Goods, or component of the Goods, as the case may be, in accordance with the Agreement, then the Department Representative may direct that such Goods, or component of the Goods, as the case may be, remain with the City and the City may deduct from the monies otherwise due to the Contractor the difference in value to the City, considering the City's intended use of the Goods, or component of the Goods, as the case may be, between the work as performed and that required by the Agreement. The amount of such deduction will be determined in the first instance by the Department Representative. If such amount as determined by the Department Representative is not acceptable to the Contractor, then the parties shall make reasonable efforts to resolve the dispute by amicable negotiations and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

## **PURCHASE PRICE**

33. As payment for the performance of the Contractor's obligations under this Agreement, the City will pay to the Contractor, the sum of the prices set out in Schedule B – Quotation Extracts (the "**Purchase Price**"), inclusive of GST and PST. Payment by the City of the Purchase Price will be full payment for the Goods and the Contractor will not be entitled to receive any additional payment from the City.
34. The Purchase Price will be the entire compensation owing to the Contractor for the complete performance of the Contractor's obligations under this Agreement and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation and delivery, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor in performing the supply and delivery of the Goods.

35. For greater certainty, costs of general management, non-technical supporting services, all insurance, import duties and taxes, brokerage, royalties, handling, general overhead, profit and all other charges are included in the Purchase Price.
36. Should the customs duties or taxes payable by the Contractor on the Goods supplied hereunder be increased subsequent to the receipt of the Application, excerpts of which are set out in Schedule B – Quotation Extracts, the amount of the said increase, without markup will be added to the Quotation Price and will be paid by the City to the Contractor.
37. Alternatively, should the customs duties or taxes payable by the Contractor on the Goods supplied hereunder be decreased subsequent to the receipt of the Application, excerpts of which are set out in Schedule B – Quotation Extracts, the amount of the said decrease will be deducted from the Quotation Price and will be credited by the Contractor to the City.
38. The Purchase Price will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Point.

## **PAYMENT**

39. Subject to any contrary provisions set out in this Agreement:
  - (a) once the Goods are delivered and accepted by the City, the Contractor will submit a completed pre-delivery service checklist and an invoice (the “**Invoice**”) to the City requesting payment relating to such Goods. Each Invoice should be sent electronically to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) (or such email address as may be provided by the City from time to time) and include the following information:
    - (1) an invoice number;
    - (2) the Contractor’s name, address and telephone number;
    - (3) City’s Purchase Order Number(s) for the Goods; P.O. # (to be advised)
    - (4) model and serial number(s);
    - (5) receipt of a completed Province of British Columbia motor vehicle registration form APV-9T;
    - (6) any applicable taxes payable, as separate line items;
    - (7) grand total;
  - (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
  - (c) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
  - (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City’s sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice; and
  - (e) all Invoices hereunder shall be stated in, and all payments hereunder shall be made in Canadian dollars.

## DEFICIENCY HOLDBACK

40. 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 materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

## RIGHT OR SET-OFF

41. The City may set-off, as against any amounts due to the Contractor, any amount owing from the Contractor to the City, including liquidated damages and other amounts as payable under this Agreement.

## CHANGE ORDERS

42. The City may from time to time propose changes to the Contractor's scope by altering, adding to or deducting from the Contractor's scope including the Specifications, as the City in its sole discretion considers necessary to accomplish the general purposes of the Agreement, by issuing written notice to the Contractor of the proposed change. The prices will be increased or decreased by written agreement of the City and the Contractor according to the prices (including any applicable discount(s) as set out in, and/or determined in accordance with, Schedule B – Quotation Extracts. The Contractor may request changes to the specifications as set out in Schedule A – Specifications of Goods by submitting to the City written notice of the requested change referencing the reason for the change and including supporting documentation acceptable to City with respect to the requested change.
43. The Contractor shall, within a reasonable time of receiving notice of a proposed change or at the time that it requests a change, present in a form acceptable to City, a method of adjustment or an amount of adjustment for the Purchase Price (whether a net increase, or net decrease), if any, and the adjustment in the then current Production Schedule, if any, for the proposed change.
44. When the City and the Contractor agree to the adjustments, if any, in the Purchase Price and the then current Production Schedule, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a written change order ("**Change Order**"), signed by the City and the Contractor.
45. The Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of the Agreement and any written provisions, specifications, or special instructions issued by the City with respect to the Change Order.
46. The Contractor shall not make any changes to the specifications as set out in Schedule A – Specifications of Goods without a Change Order. The City may refuse to accept all or a part of the Goods if changes are made by the Contractor without a Change Order. The City will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

## OPTIONAL WORK

47. Optional Work (if any) may be included in the supply and delivery of the Goods at the sole election of the City. Such Optional Work will only be included in the supply and delivery of the Goods if the Department Representative so directs in writing delivered to the Contractor, and in such event:
- (a) the Department Representative will issue a Change Order for the Optional Work; and
  - (b) the Contractor will perform the Optional Work as part of the supply and delivery of the Goods.

## DEFAULT AND TERMINATION

48. In the event the Contractor does not ship any one of the Goods by the applicable Completion Date as set out in **Section 5**, or does not deliver the Goods by the Delivery Date as set out in **Section 5**, or otherwise fails to comply with the requirements of 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 shipping or delivery, 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 shipping or delivery.
49. 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.
50. If the Contractor becomes insolvent or makes an assignment for the benefit of creditors or a receiver or trustee is appointed for the property of the Contractor, then the City may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.
51. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

## DISPUTE RESOLUTION

52. Dispute Resolution Procedures

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.



- (a) 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.
- (b) 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.
- (c) 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.

## WARRANTY

53. The Contractor warrants that the Goods shall:

- (a) be new and of recent manufacture, carrying full manufacturer's, distributors' and installers' or suppliers' warranties unless otherwise required or permitted under this Agreement;
- (b) be of best quality, unless otherwise specified in this Agreement;
- (c) be free from defects in design, materials, workmanship, faults and faulty operation, and free from latent defects;
- (d) conform in all respects to the terms of this Agreement, all applicable laws, Good Industry Practice, and all applicable manufacturers' recommendations;
- (e) be fit for 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; and
- (f) be at least equal to the higher of national standards or codes (such as, by the way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods.

54. 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.

#### **ON-CALL SUPPORT AND ON-SITE SERVICE**

55. The Contractor shall, at its own expense, make available a competent engineering service representative(s) available on request to assist the City in the resolution of engineering or design problems that may arise during any applicable warranty period.
56. The Contractor shall be available to provide on-site service support, commencing on the date that the first of the Goods are delivered to the Delivery Point, and ending two (2) years after the last of the Goods are delivered to the Delivery Point.
57. Nothing in **Section 55 or Section 56** relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

#### **WARRANTY REPAIR OR REPLACEMENT**

58. On written notice from the City under this **Section 58** of any defects or latent defects discovered in the Goods within any applicable warranty period, including in any materials or equipment incorporated into the Goods, or other non-compliance with this Agreement covered by any warranty under this Agreement, given to the Contractor promptly following such defect of non-compliance becoming apparent, the Contractor will promptly, upon being given access to the affected Goods by the City, commence to remedy such non-compliance, and any damage to the Goods and any other equipment or property resulting from the non-compliance, and will without delay proceed to complete the repair and remediation so that the affected Goods are in compliance with this Agreement.
59. After completing the repair and remediation of the affected Goods the Contractor may apply to the Department Representative for acceptance of that repair and remediation. The Department Representative will, no later than 14 days after the receipt of such an application, inspect the repaired or remediated Goods and will, no later than a further seven days after the inspection, notify the Contractor in writing of the acceptance, or the reasons

for refusal, of the application. If the application is refused, then the Contractor will address the reasons for refusal and may re-apply for acceptance of the repaired or remediated Goods in accordance with this [Section 59](#). If for any reason the Department Representative fails, within 30 days of an application by the Contractor under this [Section 59](#), to accept or give reasons for the refusal of that application, the Department Representative will be deemed to have accepted that application.

60. If the repair or remediation of the affected Goods cannot promptly be commenced and/or completed by the Contractor because of an interruption or unavailability of access because of the occurrence of any emergency circumstances or the operational interests of the City, then the Contractor will use commercially reasonable efforts to recommend a temporary repair acceptable to the City and will carry out such a temporary repair in a timely manner and then complete the final repair promptly when full access is available. If the City for its operational convenience delays providing access to the Contractor to complete the final repair then additional costs of the final repair resulting from such delay will be a change to which [Sections 42 through 45](#) apply.
61. If the Contractor reasonably determines that a temporary repair of the affected Goods is not possible or advisable in the circumstances, it will promptly advise the City, providing reasons and a recommendation as to whether the City can safely continue to use and operate the affected Goods without material risk of incurring additional incremental loss, damage, cost or expense beyond that already suffered as a result of the non-compliance. If the City continues to use the affected Goods notwithstanding the Contractor's recommendation, then the Contractor will be relieved of all further warranty obligations to the extent of any incremental defects arising out of such continued use and operation of the affected Goods.
62. The Contractor will carry out all repair and remediation of the affected Goods, including any temporary repair accepted by the City as described in [Section 61](#), at its own cost and without any right to reimbursement by the City with respect to such costs. The Contractor will be responsible for all costs associated with such repairs and replacements and will indemnify and save harmless the Indemnitees from any resulting damages. Other Goods, components of Goods or property damaged due to the defects, or in repairing such defects, will also be restored by the Contractor in accordance with [Sections 58 through 61](#), without additional payment by the City, to a state at least as good as prior to the removal of or damage to that other Goods or property due to the defects, or prior to the repair to such defects.
63. The Contractor shall be liable for all losses, damages, claims, costs or expenses incurred by the Indemnitees in connection with any defect, latent defect or non-compliance covered by any warranty under this Agreement. Notwithstanding the foregoing, the Contractor will not be liable for any losses, damages, claims, costs or expenses suffered as a result of the Contractor's inability to promptly commence and/or complete any repair or remediation of the affected Goods because of an unavailability or interruption of access, as provided above, not caused by any act, error or omission of the Contractor or any of its employees, agents, representatives or subcontractors, or any other person for whom the Contractor is legally responsible.
64. Nothing in [Sections 58 through 63](#) will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement.

## FLEET DEFECTS

65. If any defect or latent defect discovered in the Goods, including in any materials or equipment incorporated into the Goods, or other non-compliance with this Agreement, is identified in respect of any of the Goods within the applicable warranty period, and if such defect, latent defect or noncompliance reasonably can be expected in respect of the other Goods (each a “**Fleet Defect**”), then the Contractor will remedy such Fleet Defect in respect of all the Goods to the satisfaction of the Department Representative, and **Sections 59 through 63** will apply, whether or not the design, manufacture or assembly of those Goods has been completed, or has not yet begun, and whether or not such Fleet Defect is apparent in such other Goods, and whether or not the applicable warranty period with respect to such other Goods has expired, except to the extent that the Contractor can demonstrate to the satisfaction of the Department Representative acting reasonably that the Fleet Defect does not exist, and will not arise, in connection with the other Goods. Nothing in this **Section 65** will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement.

## FAILURE TO REMEDY DEFECTS

66. If the Contractor fails to remedy any defect or damage within a reasonable time following notice thereof, then a date may be fixed by the Department Representative on or by which the defect or damage is to be remedied. The Contractor will be given reasonable written notice of this date. If the Contractor fails to remedy the defect or damage by such date and the remedial work was to be executed at the cost of the Contractor pursuant to this Agreement, then City may, at its option:
- (a) carry out the repair or remediation using the City’s own forces or others, in a reasonable manner and at the Contractor’s sole cost and risk. The Contractor will pay to the City, within 30 days after receipt of an invoice, the costs reasonably incurred by the City in remedying the defect or damage;
  - (b) require the Department Representative to determine a reasonable reduction in the Purchase Price; or
  - (c) if the defect or damage deprives the City of substantially the whole benefit of the Goods or any one of the Goods, terminate the Agreement as a whole, or in respect of those of the Goods which cannot be put to the intended use. Without prejudice to any of its other rights and remedies under this Agreement, the City will then be entitled to recover all sums paid for the Goods or for any one of the Goods (as the case may be), plus financing costs and the cost of dismantling such Goods and returning such Goods to the Contractor.
67. If the City performs any repair or remediation under **Section 66**, then:
- (a) the City shall perform the repair or remediation using parts specified by the Contractor specifically for such repair;
  - (b) the Contractor will supply and deliver to the City all parts required to warranty repairs by the City at no additional cost to the City. Such parts shall be shipped prepaid to the City from any source selected by the Contractor, without delay. Parts supplied by the Contractor shall be original equipment supplier (OEM) parts;
  - (c) notwithstanding **Section 67(b)**, the City may, at its discretion and on notice to the Contractor, use Contractor-specified parts available from the City’s own stock;

- (d) the Contractor may request that damaged parts covered be returned by the City to the manufacturing plant, in accordance with the Contractor's written instructions and at the Contractor's cost;
- (e) the Contractor shall, within sixty (60) days of receipt of an invoice from the City, reimburse the City for repairs or remediation carried out by the City as follows:
  - (i) if the City uses any Contractor-specified parts available from the City's own stock, the Contractor shall reimburse the City for the use of such parts at the current market price of such parts, plus applicable taxes and a 15% handling cost;
  - (ii) in respect of the City's labour costs, the amount shall be determined by multiplying the number of man-hours actually required by a City Certified Vehicle Technician to perform the repair or remediation at a straight time per hour shop rate which will include fringe benefits in effect at time the repair or remediation is performed; and
  - (iii) the cost of towing the affected Goods to the City's usual repair facility, if required; and
- (f) monthly, or at times to be mutually agreed upon, reports of all repairs or remediation carried out by the City shall be submitted by the City to the Contractor, outlining the costs incurred by the City with respect to such repairs and remediation in the month, or such other period, as the case may be. The Contractor shall provide forms for these reports.

#### **WARRANTY FOR REPAIRED OR REPLACED GOODS**

68. The warranties set out in this Agreement will apply to all Goods or components of Goods repaired or replaced, whether or not such repair is performed by the Contractor, a third party authorized by the Contractor, or by City, and a new warranty period for such repaired or replaced Goods, or components of Goods, as the case may be, will commence from the date that the repair or replacement of such Goods, or components of Goods is accepted, and extend for the warranty time period indicated in **Section 54**.

#### **FAILURE ANALYSIS**

69. The Contractor shall, upon written notice from the City, prepare and submit to the City a failure analysis of any component of the Goods which have been removed or replaced pursuant to **Section 58**, **Section 65** or **Section 66** that could affect the City's operation of any of the Goods. Such report shall be delivered to the City within sixty (60) days of the Contractor's receipt of such component.

#### **LIQUIDATED DAMAGES FOR UNAVAILABILITY OF GOODS FOR SERVICE**

70. Without limiting any other remedy that the City may have under this Agreement or at law, if the Goods are not received by the Delivery Date, or due to any defect, latent defect, Fleet Defect, or due to any repairs or remediation required to the Goods as a result of defect, or due to any other non compliance with this Agreement:
- (a) any of the Goods are unavailable for service, then the Contractor shall pay the City the sum of minimum Five Hundred (\$500) Dollars for each calendar day that each of the Goods is unavailable for service; and

(b) any of the Goods are unavailable for service and the City, in its sole discretion, activates reserve equipment in order to maintain service, then the Contractor shall pay the City as liquidated damages the sum of One Thousand Five Hundred (\$1,500) Dollars for each calendar day that each such reserve equipment is activated.

71. The parties agree that the amounts described in **Section 70** are liquidated damages and not a penalty, and reflect a genuine and reasonable pre-estimate of the costs which the City would incur should the specified circumstances arise. The Contractor hereby authorizes the City to deduct liquidated damages from any sums otherwise due to the Contractor under the Agreement. If the monies due to the Contractor are insufficient or no monies are due to the Contractor, the Contractor shall pay the City within thirty (30) calendar days after receipt of written demand by the City. The amounts specified herein are the City's sole remedy for the losses specifically described in **Section 70**.

### **PARTS AVAILABILITY GUARANTEE**

72. The Contractor hereby guarantees to provide, within reasonable periods of time the spare parts, software and all equipment necessary to maintain and repair the Goods supplied under this Agreement after the date of commissioning of the last of the Goods to be delivered. Parts shall be interchangeable with the original parts installed in the Goods and shall be manufactured in accordance with the quality assurance provisions of this Agreement. Prices shall not exceed the Contractors then current published catalogue prices.
73. Where the parts ordered by the City are not received within two (2) business days of the agreed upon delivery date and the Goods are out-of-service due to the lack of said ordered parts, then the Contractor shall provide the City immediately upon the City's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons names for all of the specific parts not received by City.
74. Where the Contractor fails to honour this parts guarantee or parts ordered by the City are not received within seven (7) days of the agreed upon delivery date, then the Contractor shall provide to City within seven (7) days of the City's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and or manufacturers' parts numbers, company names, address, telephone numbers and contact persons names for all of the specific parts not received by the City. The Contractor's design and manufacturing documentation provided to the City shall be for the City's sole use in regard to the Goods and for no other purpose.

### **INDEMNITIES**

75. The Contractor will 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 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 Contactor or any employee or agent of the Contractor.

76. The Contractor will indemnify and save harmless 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 supplied under this Agreement. Without limiting the foregoing, if any part of the Goods uses any patent, copyright or trademark, foreign or domestic, or anything else which infringes the rights of others or which is alleged to infringe the rights of others, the Contractor shall, at its own cost and expense, immediately:
- (a) procure for the City an irrevocable, perpetual, nonexclusive, fee free, royalty free, non assignable license for the City to use such patent, copyright or trademark, foreign or domestic, or any other rights for the purpose of operating, maintaining and repairing the Goods;
  - (b) replace or alter the infringing or allegedly infringing parts with non infringing parts of equal or better quality so as to meet or exceed the requirements of the Agreement; or
  - (c) if permitted the City in writing, forthwith refund the amount paid by the City to the Contractor under the Agreement with respect to the infringing or allegedly infringing parts.

#### **INTELLECTUAL PROPERTY WARRANTY**

77. The Contractor warrants and guarantees that Goods 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.

#### **WAIVER**

78. 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 or breaches of the terms and conditions.

#### **APPLICABLE LAW**

79. 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.

#### **NOTICES**

80. Any notice, report or other document that either party may be required or may wish to give to the other should 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.

The addresses for delivery will be as follows:

(a) The City:  
Attention:

(b) The Contractor:

Attention:

### **MERGER AND SURVIVAL**

81. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and payment of the Purchase Price.

### **ENTIRE AGREEMENT**

82. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods, 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.
83. 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.

### **SIGNATURE**

84. This Agreement may be executed in 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.

### **ENUREMENT**

85. 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 have executed this Agreement

### **CITY OF SURREY**

by its authorized signatory:



\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**<<INSERT FULL LEGAL 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 – SPECIFICATIONS OF GOODS**

### **1. GENERAL DESCRIPTION**

The Contractor shall furnish all necessary labour, materials, supplies, and transportation necessary to supply and deliver the good(s), spare parts, items and accessories to provide the Goods and perform any related services in accordance with this RFQ (the “Goods”).

It is the intent of this specification is to describe for the purchase, and delivery of one only 2025 new and unused 8000 kg. operating weight reduced tail swing excavator. The machine shall be the current model (new and unused), and should be 2025 model year, older models or demonstration machines are not acceptable.

The Goods is/are to have a standard road package that meets all legal requirements for operation of an excavator on public roadways, including the *BC Motor Vehicle Act*, the *Federal Motor Vehicle Safety Act*, Work Safe BC Regulations, and to be built in accordance with SAE standards.

### **2. QUALITY**

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

### **3. SCOPE**

The City's Specifications/requirements are outlined in Schedules A Preferred Technical Specifications. The scope of Services include, but are not limited to the following:

- Supply and Delivery of one or more excavators;
- Provision of local dealer warranty service and replacement parts at no cost to the City at a dealer preferably in the Surrey area; and
- Provision of post-delivery services and parts availability at a local dealer, preferably in the Surrey area.

### **4. PRE-DELIVERY AND INSPECTION**

Prior to delivery, the Goods shall be completely inspected and serviced by the Contractor and/or the manufacturer's service centre. The Contractor is responsible to ensure the Good is thoroughly tested, inspected, and that all deviations are corrected prior to delivery. The vehicle shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle by the Contractor. The Goods is/are to be clean, and all factory and dealer stickers are to be removed from glass prior to delivery with the exception of any sticker required by law.

The City will inspect the Goods, upon delivery, for workmanship, appearance, proper functioning of the Good and accessories and systems, and conformance to all Specifications and requirements. In the event deficiencies are detected, the Good will be rejected, and it shall be the Contractor's responsibility to pick-up the vehicle and make the necessary corrections and re-deliver the vehicle for a re-inspection and acceptance.

The Contractor shall be responsible for securing any and all inspections required by law, including B.C. Provincial Inspection stickers. Any fee charged for these inspections shall be the sole responsibility of the Contractor.

## 5. DOCUMENTATION AT TIME OF DELIVERY

The Contractor should provide the following documentation upon delivery:

- **KEYS** – All keys [three (3) full sets];
- Manufacturer's **Certificate of Origin**;
- Documentation to allow the City to license and register the equipment with ICBC;
- **Warranty** documents and certifications;
- One (1) complete **Service Manual** to cover, but not limited to, tires, engine, batteries, transmission, axles, electrical components to cover the vehicle equipment;
- One (1) **Parts Manual** covering the entire vehicle equipment;
- One (1) set of **As-built Electrical Wiring Schematics** to cover any and all wiring not installed by the manufacturer. This diagram to include part numbers and brand names of switches, lights, etc. of part used;
- Complete **Parts List** of all belts, hoses and filters; including parts numbers, manufacturer and use; and
- A **Fluid Capacities** in litres.

## 6. DEMONSTRATION

A demonstration of equipment offered may be required. Should a demonstration be requested by the City, it will be the responsibility of the Contractor to arrange this demonstration, preferably within the boundaries of the City of Surrey within ten (10) days of the request. All equipment demonstrated should be the exact year, make, model offered by the Contractor in this Quotation.

## SCHEDULE A-1 PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS

Each Good should be supplied with all available standard equipment in addition to the following preferred technical and functional specifications and requirements.

<b>A. MACHINE MAKE MODEL</b>
1. State make and model
2. The machine shall be the current model, and shall be 2025 model year, older models or demonstration machines are not acceptable. State year of excavator.
<b>B. ENGINE</b>
1. Four Cylinder, turbocharged, isolation mounted diesel engine
2. Engine shall be certified to EPA Tier 4 final
3. Engine displacement should be no less than 2.2 liters
4. Engine rated net peak power should be no less than (56hp) @ 2000 rpm
5. Engine rated torque of no less than 140 lb ft @ 1800 rpm
6. Engine will have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise
7. The engine oil and fuel filters will be remotely mounted for ease of access
8. Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light
8. Primary fuel filter will have no more than 5-micron rated primary filter with water separator
9. Secondary fuel filter will have no more than a 2-micron rated filter
10. Engine should have the capability of running on ultra-low sulfur diesel
<b>C. COOLING</b>
1. Factory-fill long life coolant engine coolant should be rated to -40 degrees (-40C)
2. The excavator should be equipped with an oil-to-water engine oil cooler
3. Unit shall have a coolant recovery tank provided
4. The radiator and oil cooler will be protected with a trash screen to protect against overheating
5. The hydraulic circuits will have an oil cooler mounted near the radiator
<b>D. POWER TRAIN</b>
1. The excavator should be two-speed with automatic shift from low to high with a high speed of 5 km/h
2. The hydraulic pilot levers shall have short stroke and low effort to reduce fatigue.
3. The swing brake will be multiple wet disk, or equivalent, spring applied and hydraulically released
4. The propel brake will be spring applied and hydraulically released
5. Drawbar pull should be approx. 14,500 lbf.
<b>E. HYDRAULIC SYSTEM</b>
1. The hydraulic system will be open center, load sensing
2. Not less than two main implement pumps will be provided and pumps will be variable displacement piston type, with a combined output of a minimum of 39 gpm. Please provide details
3. Factory installed one way/two way; one pump/two pump high pressure hydraulics plus two-way medium pressure hydraulics should be available. Flow settings for up to 10

different hydra- mechanical tools will be capable of being programmed into the cab monitor to simplify tool selection/changes by the operator.
4. Boom and stick will have reduced drift valves fitted
5. Hose burst check valves shall be installed
6. An accumulator will be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine.
7. Factory installed hydraulics to operate a hydraulic pin grabber shall be available
8. The machine shall be supplied with hydraulically operated "Pin Grabber" quick coupler
9. A boom and stick regeneration circuit will be standard to save energy during boom- down and stick-in operation
10. An auxiliary hydraulic valve shall be standard for use with optional hydraulic circuits
11. Standard boom and sticks will have mounting accommodations/bosses already provided for auxiliary hydraulics lines
12. The machine shall be piped and have controls to operate a hydraulic compactor (hoepak).
<b>F. ELECTRICAL</b>
1. The electrical system should be 24 volt and alternator rating no less than 50 amp
2. Cab should have a 12 volt, and an auxiliary port for cell phone
3. Cab will be pre-wired for rotating beacon. The beacon will have its own power supply and be switched. That exact location of the beacon will be discussed with the successful Contractor. Preferred Whelen Mini Liberty II IT9AAAAP LED beacon (roof mounted) light head.
4. Machine shall have HID work lights available, two on the cab, one on the boom and one on the stick for greater visibility.
5. Unit will be equipped with a Telematics systems that can provide fleet management, logistics and remote diagnostics capabilities. Provide information and ongoing cost of system.
6. Machine will be supplied with a remote "jump start receptacle"
<b>G. OPERATORS STATION</b>
1. Machine shall have a Certified ROPS cab meeting ISO 12117-2 specifications.
2. Machine shall have a ROPS Certified cab that allows an Operator Protective Guard (OPG) to be bolted directly to it.
3. Machine shall have FOPS (Falling Object Protection System) system without further cab reinforcement
4. All compartments, cab, and fluid caps shall be lockable.
5. The cab shall have an openable roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort
6. The operator will be provided with a conveniently located tool to break the window in case of an emergency
7. Cab should have an automatic climate control system with outlets which provided positive filtered ventilation, with pressurized cab.
8. The A/C filters will be easy to replace with no special tools required and shall have extended replacement intervals
9. Machine shall have a 3" (75 mm) wide retractable seat belt as standard.
10. Cloth seat will be adjustable, with adjustable suspension, headrest, adjustable lumbar support, and adjustable armrests
11. 4 position tilting consoles

12. System will retain and display active fault codes and incidents related to machine operating outside of the specified parameter
13. A colour monitor of approximately 7" will be provided
14. Machine will have a rear-view camera and a right-side camera available with the ability to view from the cab monitor.
15. Factory installed AM/FM stereo radio with Bluetooth antenna and two speakers should be standard.
16. The horn and travel alarm will be operable while the machine is moving forward or in reverse
17. Rubber floor mat to be provided
18. External rear-view mirrors
19. Windshield wiper and washer
20. Storage compartments and cup holder

**H. BOOM, STICK, & ATTACHMENTS**

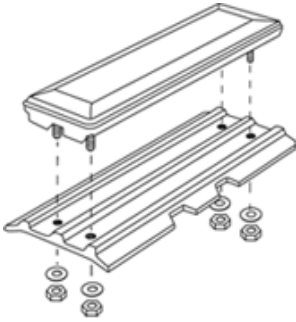
1. Boom length should be approx. 3.75 m
2. Stick length should be approx. 2.12 m and capable of adding a thumb to it should it be required in the future.
3. Offset (swing) boom not acceptable
4. An Optional Heavy Counterweight should be specified. Please state weight
5. Machine shall have a Front Blade with cutting edge and with a hydraulic float capability to perform leveling operations.
6. Front Blade width of 2320mm.
7. The machine shall be supplied with a 24" and 48" cleanup bucket with smooth cutting edge, all with pins for a "pin grabber" quick hitch.
8. Certified lifting eyes shall be welded to the quick hitch, and all buckets. The eye shall have approx. 25 mm hole through the plate to accommodate a rated shackle (see photo).



9. A hydraulically operated "pin grabber" shall be supplied and installed – preference given to factory supplied unit
10. A Groeneveld Twin auto grease unit shall be supplied and installed
11. Digging depth to be no less than 14'10"
12. Stick digging force approx. 12,000 lbf

**I. UNDERCARRIAGE**

1. Machine should be supplied with long track frame option for improved stability
2. Machine will have as standard equipment, Sealed And Lubricated Track Chains
3. Track and carrier rollers will be lubricated for life
4. Rubber bolt on crawler pads will be bolted to the track shoes to match 18" triple grouser shoes (clamp type are not acceptable) See attached below. Other options are not acceptable.



**Bolt-On**

5. Machine will have as standard equipment a Swivel Guard.
6. Machine will have a Towing Eye on the base frame.
7. Machine will have 4 certified "tie down eyes" (2 each side) on the track frame

#### **J. WARRANTY**

1. Contractor to provide details on standard warranty coverage
2. Contractor to provide details and cost of extended machine warranty, including engine and emission systems
3. Contractor to provide operator and mechanical orientation of the machine to City staff.

#### **K. SAFETY**

1. Machine shall be supplied with:
  - 1 – 2 lb fire extinguisher,
  - 1 – Worksafe BC Basic First Aid Kit.
  - Audible travel alarm approximately 98 dbh,

#### **L. MOTOR VEHICLE REGULATIONS**

1. Excavator must comply with government regulations and requirements which allow it to operate on roads and highways.
  - Federal Government Motor Vehicle Standards
  - BC Motor Vehicle Act and Regulations
  - BC Workers' Compensation Board Regulations
  - BC Emissions Standards

#### **M. MISCELLANEOUS**

1. 3 full sets of keys will be provided
2. Manufacturer's Certificate of Origin shall be provided
3. The Contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker..
4. One complete Service Manual will be provided
5. One complete Parts Manual will be provided

6. A complete parts list will be provided for, belts, filters, and hoses
7. Fluid capacities in litres, and oil types (specifications)
8. Contractor to provide operator and mechanical orientation of the machine to City staff.
9. Provide pricing as an option for a Hoepak suitable for the machine (similar to Stanley HSX6)
<b>N. CONTRACTOR INFORMATION</b>
1. The Contractor shall provide details of the location of their service and parts facility
2. The Contractor shall provide details on the size/number of repair/service bays at their facility
3. . The Contractor shall supply the number of qualified red seal heavy duty mechanics with the experience to repair and maintain the equipment being offered in this document
4. The Contractor should provide details of the number of excavators as quoted in the RFQ currently operating in the lower mainland, and the number currently operated by municipalities.
5. The Contractor should provide details of the number of spare part items (SKU's) on hand and the value of parts for the machine(s) quoted in this RFQ.
6. The Contractor should provide details of the location of parts locations that they can draw from in BC, Canada and the USA, if parts are not available from their local parts location.
7. The Contractor should provide three references preferably from municipalities who are currently operating equipment quoted in this document.





**SCHEDULE B – FORM OF QUOTATION**

**RFQ TITLE: SUPPLY AND DELIVERY OF ONE (1) ONLY 8000 kg. (Preferred) REDUCED TAIL SWING EXCAVATOR**

**RFQ No.: 1220-040-2025-026**

**CONTRACTOR**

**Legal Name:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

**CITY OF SURREY**

City Representative: Sunny Kaila, Manager, Procurement Services

Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

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

**A. PRICING AND PAYMENT TERMS:**

In accordance with the Contract Documents, which terms and conditions I/we have carefully examined and agree to, the undersigned hereby submits a firm Quotation for the supply and delivery of the Good(s) in accordance with the Specifications & requirements for the price(s) as listed below, delivered F.O.B. City of Surrey, Operations Works Yard, Mechanical Division, 6651 – 148th Street, Surrey, B.C. V3S 3C7, CANADA.

The following price(s) are all-inclusive (including labour, equipment, materials, transportation/freight, packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable) and overheads) and fixed and firm. Federal goods and services tax (“GST”) and Province of British Columbia provincial sales tax (“PST”) is not included in pricing but shown as a separate line item. The City may increase or decrease quantities without affecting the unit prices shown.

Item #	Particulars	Anticipated Quantity	Cost Per Unit (CDN \$)	Amount
1	Excavator – 8000 kg.(Preferred) Reduced Tail Swing	1	\$	\$
2	Auto Grease Unit (Twin Type)	1	\$	\$
3	Province of B.C. Advance Disposal Fee (Tires):			\$
4	Air Conditioning Surcharge (if any):			\$
5	Other Fees/Levies (please state):			
	(a)			\$
	(b)			\$
<b>CURRENCY: All Pricing in Canadian Dollars.</b>		Subtotal:		\$
		GST (5%):		\$
		PST (7%):		\$
		<b>Total Quotation Price:</b>		<b>\$</b>

6	Pricing is firm until (State Date):	
7	Please check if applicable: British Columbia Certified	<input type="checkbox"/>

**B. OPTIONAL WORK**

The following is a list of Optional Work items and forms part of this RFQ, upon the acceptance of any or all of the Optional Work items. The Optional Work Prices are an addition to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Optional Work Prices		
Item	Description	Unit Cost (CDN\$) Addition
1	State Size:	\$

**C. SUPPLY AND DELIVERY OF GOODS:**

The Contractor will supply and deliver the Goods that meet the Specifications set out in Schedule A – Specifications of Goods of the Agreement. The Contractor will complete and deliver to the Delivery Point each Good in accordance with the following schedule:

**Completion Date**

**Delivery Date**

8000 kg. Reduced Tail Swing \_\_\_\_\_  
Excavator \_\_\_\_\_

**D. PAYMENT TERMS:**

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

2. 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.

3. In addition to the warranties provided in the Agreement this offer includes the following warranties:

\_\_\_\_\_  
\_\_\_\_\_

4. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

\_\_\_\_\_

5. The Contractor acknowledges that the departures it has requested in Section 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

**Technical and Functional Specifications / Requirements Response**

6. I/We have reviewed the RFQ Attachment 1 – Goods, Schedule A – Specifications of Goods. The Contractor should set out in its Quotation in detail how its proposed functional and technical solution meets the technical and functional specifications/requirements of RFQ Attachment 1 – Agreement - Goods, Schedule A – Specifications of Goods. Any variance from those technical and functional specifications/requirements should be clearly pointed out by the Contractor in its Schedule B-1 - Preferred Technical and Functional Specifications and Requirements Response Form Worksheets, including where conflicts may exist between the Contractor's proposed solution and the technical and functional specifications and requirements as described herein.

Contractors should complete and include with their Quotation the City's Schedule B-1 - Technical and Functional Specifications and Requirements Response Form Worksheets.

7. Each Quotation should be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the Good proposed and to which Good should conform. Computer run-off sheets are not acceptable as descriptive literature. The specifications should indicate size, type, model and make of all component parts and equipment.

**Experience, Reputation and Resources:**

8. Contractor's relevant experience and qualifications in delivering Goods similar to those required by the RFQ:

---

---

9. **Performance History:**

(a) Provide the number of Goods similar to the proposed model in British Columbia:  
\_\_\_\_\_.

(b) Provide details of the number Goods as quoted in the RFQ currently operating in the lower mainland, and the number currently operated by Municipalities.

Lower Mainland: \_\_\_\_\_

Operated by Municipalities: \_\_\_\_\_

10. **Experience of Personnel:**

(a) Will the technicians that would be performing the services be a universal Red Seal ticket or equivalent?

---

---

If equivalent, please describe and provide supporting documentation>

---

---

11. **Sub-contractors** (Note: Contractor should list all proposed subcontractors/suppliers and the Goods, or parts of Goods they will supply or work they will undertake. Where final selection has not been made, identify the potential subcontractors/suppliers from which the selection will be made. If none, indicate "Not Applicable". If any are individuals, by completing this information, you warrant and represent you have each individual's consent to disclosure of their personal information to the City in accordance with privacy laws.)

Name and Address	Contact Name & Phone Number	Area of Responsibility	Experience

12. **Customer References:** (Note: Contractor should list 3 customer references (excluding the City of Surrey), preferably from municipal organizations. We hereby consent to the City contacting references for the purposes of evaluating our Quotation.

Company and Contact Name	Phone / Email	Work Description

**Preliminary Production and Delivery Schedule:**

13. Contractors should provide for each Good a preliminary production schedule and delivery schedule, with committed timelines for the construction of each Good with a delivery date at the Delivery Point. It is preferred that the preliminary production schedule be prepared in the form of a Gantt Chart or in a similar format.

14. **PRE-DELIVERY CHECKLIST:** (Note: Attach a sample pre-delivery service/inspection checklist)

**Training and Support Services, On-Call Support, Replacement Parts Support, and After Purchase Support:**

15. Training and Support Services. Contractor should provide a description of the general approach and methodology that the Contractor would take in the performing the training and support services that may be required.

---



---

16. On-Call Support and On-Site Service:

- (a) What technical and engineering support could the Contractor provide to the City? Please include the location where these services will be provided and how the City's needs will be addressed in critical times. Please include the breadth and depth of this support.

---



---

- (b) What technical and engineering support could be provide by original equipment manufacturers (OEM) that support the major components in the Good (e.g., engine, transmission, chassis, wiring)? Please provide assurance from OEM's, if possible.

---



---

- (c) What and how would technical liaison and field services will be supplied to the City by the Contractor?

---



---

- (d) How field service team member's abilities, experience, and qualifications could meet the City's expectation of a high level of support?

---

---

17. Replacement Parts Support:

Contractor should:

(a) Identify the location of the parts provider the Contractor now maintains or agrees to establish and the hours of operation. Please identify the parts providers that OEM suppliers of major components within North America that will support the supply chain of components on the Goods.

(b) Identify the location of spare parts (Warehouse) and provide details of their parts supply team member's abilities, experience and qualifications that would meet the City's expectation of high level of support.

(c) Provide details of the number of spare part items (SKU's) on hand and the estimated value of parts for the make and model of Goods quoted in this RFQ:

(d) Provide details of the location of parts locations that they can draw from in B.C., Canada or the US, if part are not available from their local parts warehouse location:

(e) Identify their service location(s) (Please State):

(f) Provide details on the size/number of repair/service bays at their facility:

18. *After Purchase Support: (Note: Describe after-purchase support (including engineering and technical support; and technical liaison ad field services), including location of these services, service desk phone number and hours of operation, and how City's needs will be addressed in critical times. Include depth and breadth of support. Describe how you will meet City's expectation of high level of support. If not applicable, insert "N/A")*

**By Contractor:**

---

---

---

**By Original Equipment Manufacturers (OEMs)** (to support the major components (engine, transmission, chassis, wiring, etc.): In addition, include letters of assurance from OEMs if possible.

---

---

---

**WARRANTY**

19. Please provide a summary of the manufacturer/distributor warranty information for new equipment purchases. (Detailed warranty information by Manufacturer may be provided separately).

Basic Unit Warranty (State in Details):

---

---

---

Extended Unit Warranty (State in Details):

---

---

---

Other Manufacturer Warranty, if any (State in Details):

---

---

---

20. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the Attachment 1 - Draft Agreement - Goods submit this Quotation in response to the RFQ.

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CONTRACTOR**

**I/We have the authority to bind the Contractor.**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE B-1 – PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS RESPONSE FORM WORKSHEETS

**1. SPECIFICATIONS: NOTE:** These Specifications are the preferred Specifications and requirements necessary to establish the preferred technical and functional requirements for an 8000kg. (preferred) reduced tail swing excavator. The Goods shall meet or exceed these Specifications (the “**Goods**”). The City is relying on the Contractor to verify suitability and safety of materials, components, equipment, systems and items. Compatibility is of the essence and any modification, accessory, device, material or type of construction which may be necessary shall be considered to be a part of these Specifications whether detailed by item or not.

*(Note: Set out in detail how your technical and functional solution meets the Specifications. Clearly identify any variance with the Specifications including where conflicts or deviations may exist between your proposed solution and the Specifications or substitutions are recommended. If no substitutions, deviations or conflicts are identified, the City will consider that the equipment offered is in strict compliance with these preferred technical and functional Specifications and requirements:*

<b>A. MACHINE, MAKE AND MODEL:</b> The Good shall be the current model, and shall be 2025 model year, older models or demonstration machines are not acceptable. State year of excavator.	
<b>Make/Model:</b>	<b>Model Year:</b>
<b>State:</b>	<b>State:</b>
<b>Brief Description of Goods offered:</b>	

<b>Preferred Technical and Functional Specifications &amp; Requirements Response Form Worksheets</b>	<b>Specifications Met?</b> (Indicate)		<b>Contractor’s Response Details</b> (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages</i>
	Yes (Y)	No (N)	
<b>B. ENGINE</b>			
1. Four Cylinder, turbocharged, isolation mounted diesel engine			
2. Engine shall be certified to EPA Tier 4 final			
3. Engine displacement should be no less than 2.2 liters			
4. Engine rated net peak power should be no less than (56hp) @ 2000 rpm			
5. Engine rated torque of no less than 140 lb ft @ 1800 rpm			
6. Engine will have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise			
7. The engine oil and fuel filters will be remotely mounted for ease of access			
8. Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light			




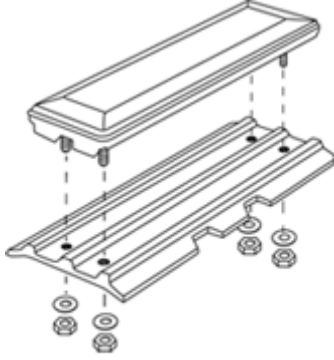
<b>Preferred Technical and Functional Specifications &amp; Requirements Response Form Worksheets</b>	<b>Specifications Met?</b> (Indicate)		<b>Contractor's Response Details</b> (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
	<b>Yes (Y)</b>	<b>No (N)</b>	
9. Primary fuel filter will have no more than 5-micron rated primary filter.			
10. Secondary fuel filter will have no more than a 2-micron rated filter			
11. Engine should have the capability of running on ultra-low sulfur diesel			
<b>C. COOLING</b>			
1. Factory-fill long life coolant engine coolant should be rated to - 40 degrees (- 40C)			
2. The excavator should be equipped with an oil-to-water engine oil cooler			
3. Unit shall have a coolant recovery tank provided			
4. The radiator and oil cooler will be protected with a trash screen to protect against overheating			
5. The hydraulic circuits will have an oil cooler mounted near the radiator			
<b>D. POWER TRAIN</b>			
1. The excavator should be two-speed with automatic shift from low to high with a high speed of 5 km/h			
2. The hydraulic pilot levers shall have short stroke and low effort to reduce fatigue.			
3. The swing brake will be multiple wet disk, or equivalent, spring applied and hydraulically released			
4. The propel brake will be spring applied and hydraulically released			
5. Drawbar pull should be approx. 14,500 lbf.			
<b>E. HYDRAULIC SYSTEM</b>			
1. The hydraulic system will be open center, load sensing			
2. Not less than two main implement pumps will be provided and pumps will be variable piston displacement piston type, with a combined output of a minimum of 39 gpm. Please provide details			

Preferred Technical and Functional Specifications & Requirements Response Form Worksheets	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
	Yes (Y)	No (N)	
3. Factory installed one way/two way; one pump/two pump high pressure hydraulics plus two-way medium pressure hydraulics should be available. Flow settings for up to 10 different hydraulic tools will be capable of being programmed into the cab monitor to simplify tool selection/changes by the operator.			
4. Boom and stick will have reduced drift valves fitted			
5. Hose burst check valves shall be installed			
6. An accumulator shall be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine.			
7. Factory installed hydraulics to operate a hydraulic pin grabber shall be available			
8. The machine shall be supplied with hydraulically operated "Pin Grabber" quick coupler			
9. A boom and stick regeneration circuit will be standard to save energy during boom- down and stick-in operation			
10. An auxiliary hydraulic valve shall be standard for use with optional hydraulic circuits			
11. Standard boom and sticks will have mounting accommodations/bosses already provided for auxiliary hydraulics lines			
12. The machine shall be piped and have controls to operate a hydraulic compactor (hoepak)			
<b>F. ELECTRICAL</b>			
1. The electrical system should be 24 volt and alternator rating no less than 50 amp			
2. Cab should have a 12 volt, and an auxiliary port for cell phone			
3. Cab will be pre-wired for rotating beacon. The beacon will have its own power supply and be switched. That exact location of the beacon will be discussed with the successful Contractor. Preferred Whelen Mini Liberty II IT9AAAAP LED beacon (roof mounted) light head.			

Preferred Technical and Functional Specifications & Requirements Response Form Worksheets	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
	Yes (Y)	No (N)	
4. Machine shall have HID work lights available, two on the cab, one on the boom and one on the stick for greater visibility.			
5. Unit will be equipped with a Telematics systems that can provide fleet management, logistics and remote diagnostics capabilities. Provide information and ongoing cost of system			
6. Machine will be supplied with a remote "jump start receptacle"			
<b>G. OPERATORS STATION</b>			
1. Machine shall have a Certified ROPS cab meeting ISO 12117-2 specifications.			
2. Machine shall have a ROPS Certified cab that allows an Operator Protective Guard (OPG) to be bolted directly to it.			
3. Machine shall have FOPS (Falling Object Protection System) system without further cab reinforcement			
4. All compartments, cab, and fluid caps shall be lockable.			
5. The cab shall have an openable roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort			
6. The operator will be provided with a conveniently located tool to break the window in case of an emergency			
7. Cab should have an automatic climate control system with outlets which provided positive filtered ventilation, with pressurized cab.			
8. The A/C filters will be easy to replace with no special tools required and shall have extended replacement intervals			
9. Machine shall have a 3" (75 mm) wide retractable seat belt as standard.			

Preferred Technical and Functional Specifications & Requirements Response Form Worksheets	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
	Yes (Y)	No (N)	
10. Cloth seat will be adjustable, with adjustable suspension, headrest, adjustable lumbar support, and adjustable armrests			
11. 4 position tilting consoles			
12. System will retain and display active fault codes and incidents related to machine operating outside of the specified parameter			
13. A colour monitor of approximately 7" will be provided			
14. Machine will have a rear-view camera and a right-side camera available with the ability to view from the cab monitor.			
15. Factory installed AM/FM stereo radio with Bluetooth, antenna and two speakers should be standard.			
16. The horn and travel alarm will be operable while the machine is moving forward or in reverse			
17. Rubber floor mat to be provided			
18. External rear-view mirrors			
19. Windshield wiper and washer			
20. Storage compartments and cup holder			
<b>H. BOOM, STICK, &amp; ATTACHMENTS</b>			
1. Boom length should be approx. 3.75 m			
2. Stick length should be approx. 2.12 m and capable of adding a thumb to it should it be required in the future.			
3. Offset (swing) boom not acceptable			
4. An Optional Heavy Counterweight should be specified. Please state weight			
5. Machine shall have a Front Blade with cutting edge and with a hydraulic float capability to perform leveling operations.			
6. Front Blade width of 2320mm.			
7. The machine shall be supplied with a 24" and 48" cleanup bucket with smooth cutting edge, all with pins for a "pin grabber" quick hitch.			

Preferred Technical and Functional Specifications & Requirements Response Form Worksheets	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
	Yes (Y)	No (N)	
<p>8. Certified lifting eyes shall be welded to the quick hitch, and all buckets. The eye shall have approx. 25 mm hole through the plate to accommodate a rated shackle.</p> 			
9. A hydraulically operated "pin grabber shall be supplied and installed – preference given to factory supplied unit			
10. A Groeneveld Twin auto grease unit shall be supplied and installed			
11. Digging depth to be no less than 14'10"			
12. Stick digging force approx. 12,000lbf			
<b>I. UNDERCARRIAGE</b>			
1. Machine should be supplied with long track frame option for improved stability			
2. Machine will have as standard equipment, Sealed And Lubricated Chassis			
3. Track and carrier rollers will be lubricated for life			

Preferred Technical and Functional Specifications & Requirements Response Form Worksheets	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
	Yes (Y)	No (N)	
<p>4. Rubber bolt on crawler pads will be bolted to the track shoes to match 18 inch triple grouser shoes (clamp type are not acceptable) See attached below. Other options are not acceptable.</p>  <p><b>Bolt-On</b></p>			
5. Machine will have as standard equipment a Swivel Guard.			
6. Machine will have a towing eye on the base frame.			
7. Machine will have 4 certified "tie down eyes" (2 each side) on the track frame			
<b>J. WARRANTY</b>			
1. Contractor to provide details on standard warranty coverage			
2. Contractor to provide details and cost of extended machine warranty, including engine and emission systems			
<b>K. SAFETY</b>			
1. Machine shall be supplied with, <ul style="list-style-type: none"> <li>• 2.5 lb fire extinguisher,</li> <li>• 1 – Worksafe BC Basic First Aid Kit</li> <li>• Audible travel alarm approximately 8 dbh,</li> </ul>			

Preferred Technical and Functional Specifications & Requirements Response Form Worksheets	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
	Yes (Y)	No (N)	

**L. MOTOR VEHICLE REGULATIONS**

1. Excavator must comply with government regulations and requirements which allow it to operate on roads and highways. <ul style="list-style-type: none"> <li>Federal Government Motor Vehicle Standards</li> <li>BC Motor Vehicle Act and Regulations</li> <li>BC Workers' Compensation Board Regulations</li> <li>BC Emissions Standards</li> </ul>			
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--

**M. MISCELLANEOUS**

1. 3 full sets of keys will be provided			
2. Manufacturer's Certificate of Origin shall be provided			
3. The Contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker.			
4. One complete Service Manual will be provided			
5. One complete Parts Manual will be provided			
6. A complete parts list will be provided for, belts, filters, and hoses			
7. Fluid capacities in litres, and oil types (specifications)			
8. Contractor to provide operator and mechanical orientation of the machine to City staff.			
9. Provide pricing as an option for a Hoepak suitable for the machine size (similar to Stanley HSX6)			