

Name and Address of Firm Quoting



Canada's Tournament Capital

City of Kamloops
Purchasing Division
Telephone: 250-828-3504
Facsimile: 250-828-3390

**CITY OF KAMLOOPS
REQUEST FOR
FAX QUOTE**

Quotation No: 120-10
Closing Time: 2:00 p.m.
Closing Date: 2010 June 18

Date: _____

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
	2010 Hot in Place Recycling Program Existing Asphalt Pre-Engineering Services. Carry forward total from page 10. Return all pages of this request with submission.	xxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxx
SUBTOTAL(From page 10) \$ _____				

Quotations subject to conditions stated on page two

Signature of Person Authorized to sign Quotation

J. Dickenson, CPPB
Purchasing Coordinator
City of Kamloops

Name and Title of Person Above (Please Print)

Telephone No: _____

Fax No: _____

CITY OF KAMLOOPS
TERMS AND CONDITIONS - QUOTATIONS AND TENDERS

GENERAL (Applies to all quotations and tenders for the supply of goods and services.)

1. **THE LOWEST, OR ANY QUOTATION/TENDER NOT NECESSARILY ACCEPTED.** The City of Kamloops may accept any quotation/tender in whole or in part, unless otherwise stipulated.
2. Bidder will be advised of acceptance or rejection within a reasonable time following receipt of bid.
3. The City of Kamloops reserves the right to waive minor defects and/or technicalities which, in the opinion of the City, do not materially alter the specifications of the contract.
4. The City of Kamloops shall not be responsible for the costs incurred by the bidder in preparing and submitting the bid.
5. Contractors and suppliers wishing to do business with the City of Kamloops agree to resolve any differences through the City of Kamloops' dispute resolution procedure. Contractors and suppliers who choose to use a public forum to air any differences run the risk of being removed from the preferred vendor list and may be prevented from doing business with the City of Kamloops.
6. **QUOTES TO BE FAXED TO 250-828-3390 BEFORE 2:00 P.M. ON CLOSING DATE SHOWN. THE CITY OF KAMLOOPS ASSUMES NO RESPONSIBILITY FOR TRANSMISSION PROBLEMS.**
7. Only successful vendors only will be advised of bid results (in writing). Bid awards will be posted on the City's website, www.kamloops.ca. All bidders are encouraged to visit this web page for bid awards, opportunities, and general purchasing information.

GOODS

8. **ALL GOODS SHALL BE QUOTED F.O.B. KAMLOOPS, UNLESS OTHERWISE SPECIFIED.**
The City of Kamloops will consider offers on products, projects, and services that are environmentally preferred. The City recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance and as such support the purchase of products, projects, and services that will minimize the negative impact on the environment when they are practical and can be obtained at a reasonable cost. The entire statement can be viewed at www.kamloops.ca/purchasing.
9. The bid shall be deemed to be a continuing offer to supply the items as listed thereon at the quoted prices for the period specified and as ordered by the City of Kamloops from time to time.
10. Each order issued by the City of Kamloops shall constitute a contract binding upon the accepted quotation/tender for the supply of the items specified thereon at the quoted prices and upon the conditions set out herein.
11. No goods are to be delivered without an Official City of Kamloops Purchase Order Number.
12. The City of Kamloops reserves the right to cancel any order if not filled within a reasonable time of the order, and in accordance with the terms specified.
13. Any items of an Electrical or Mechanical nature, must bear Canadian Standards Association or such local approval as required under Provincial and Municipal Laws and Regulations governing the sale and usage of such equipment.
14. City of Kamloops terms shall apply unless otherwise stipulated by the successful bidder and agreed to by the City. Payment terms are 30 days from receipt of invoice.
15. **IMPORTANT:** All materials delivered shall be subject to our inspection and approval, notwithstanding prior payment to obtain cash discount. Vendor to pay all transportation charges both ways on rejected materials. In the case of default or rejection the City of Kamloops reserves the right to purchase in the open market and hold the vendor responsible for any excess cost occasioned thereby. Should any violation of specifications in contract occur, the City of Kamloops may cancel the contract and remove the vendor from the bidding list. **WHERE APPLICABLE, MATERIAL BID MUST MEET CITY SPECIFICATIONS AND BE ON THE APPROVED MATERIALS LIST AS DETAILED IN THE CITY SPECIFICATION DOCUMENT.**
16. Seller warrants title to commodities supplied by him/her, and warrants them free from any and all defects, imperfections, suits, claims, demands, expenses, patent infringements, liens or other charges of any nature whatsoever and will indemnify and hold the City of Kamloops harmless therefrom.

SERVICES

17. The City of Kamloops Contractors Coordination Program requires that before a contractor can be hired to do work for the City of Kamloops, the following information must be on file:
 - A copy of your current WorkSafeBC Clearance Letter.
 - A copy of your current City of Kamloops business licence.
 - A copy of your insurance acceptable to the City of Kamloops.
 - An up-to-date copy of your Occupational Health and Safety Program acceptable to the City of Kamloops.
 - For companies with more than 20 employees, the City will require a copy of the contractor's Occupational Health and Safety Program for review to ensure that it meets the criteria set by the WorkSafeBC Regulation 3.3. The manual must also contain safe work procedures regarding the type of work the contractor is being hired to do.
 - For companies with less than 20 employees, there must be proof that employees have been properly trained in the work they have been hired to do and evidence there is a commitment to safety by the contractor.

City of Kamloops
Quotation No: 120-10
2010 HOT-IN-PLACE RECYCLING (HIPR) PROGRAM
EXISTING ASPHALT PRE-ENGINEERING SERVICES

This quotation request is for pre-engineering services for the feasibility of the use of HIPR as a rehabilitation strategy for the roads shown below (figures 1-3):

Consultants interested in this quotation will be tasked with the following pre-engineering services;

1. Conduct visual assessment, documenting observations with regards to existing pavement surface conditions.
2. Sampling of the existing asphalt at a frequency of no greater than 3,000 square metres.
3. Replacing removed asphalt with new medium mix asphalt as per specifications.
4. Saw cutting top 50 mm of core to perform testing.
5. Laboratory testing including but, not limited to;
 - a) Existing gradation (ASTM C 117) with percent fracture (MOT specifications Method B)(two fractured faces),
 - b) Existing asphalt content (D 1856)(by Abson Recovery),
 - c) Determine existing air voids (D 3203),
 - d) Existing density of asphalt cores (D 2726) and
 - e) Existing softness of the bitumen (D 5) (by penetration).
6. All testing results signed by qualified registered member of the Association of Professional Engineers and Geoscientists of British Columbia or a registered member of the Applied Science Technologists and Technicians of British Columbia.

- 7. From the above testing results, a recommendation, by qualified registered member of the Association of Professional Engineers and Geoscientists of British Columbia or a registered member of the Applied Science Technologists and Technicians of British Columbia, of the feasibility of utilizing hot-in-place recycling for the proposed roads.

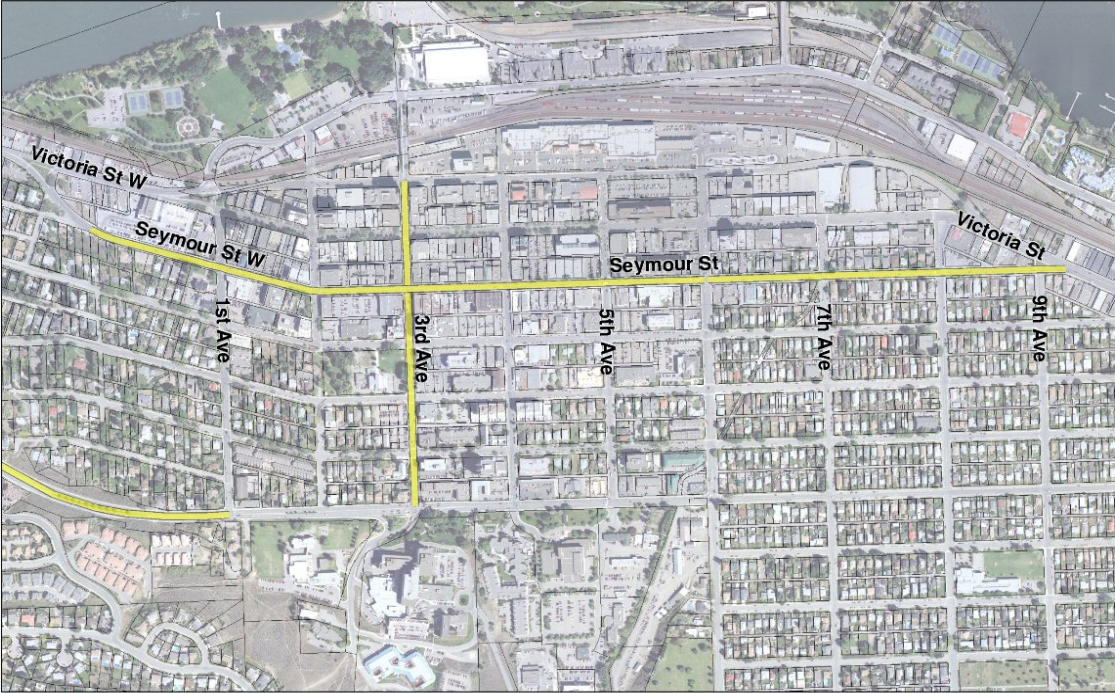


Figure 1 – Seymour Street – Victoria Street to Victoria Street (travel lanes only)

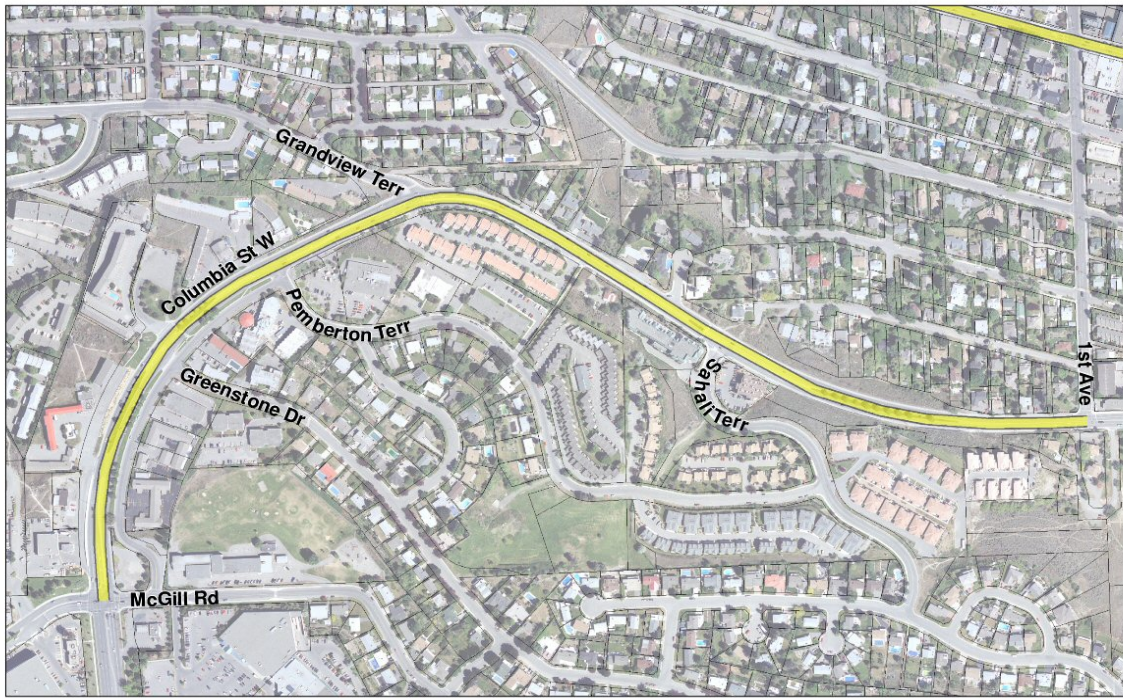


Figure 2 – Columbia Street – Third Avenue to McGill Road (travel lanes only)

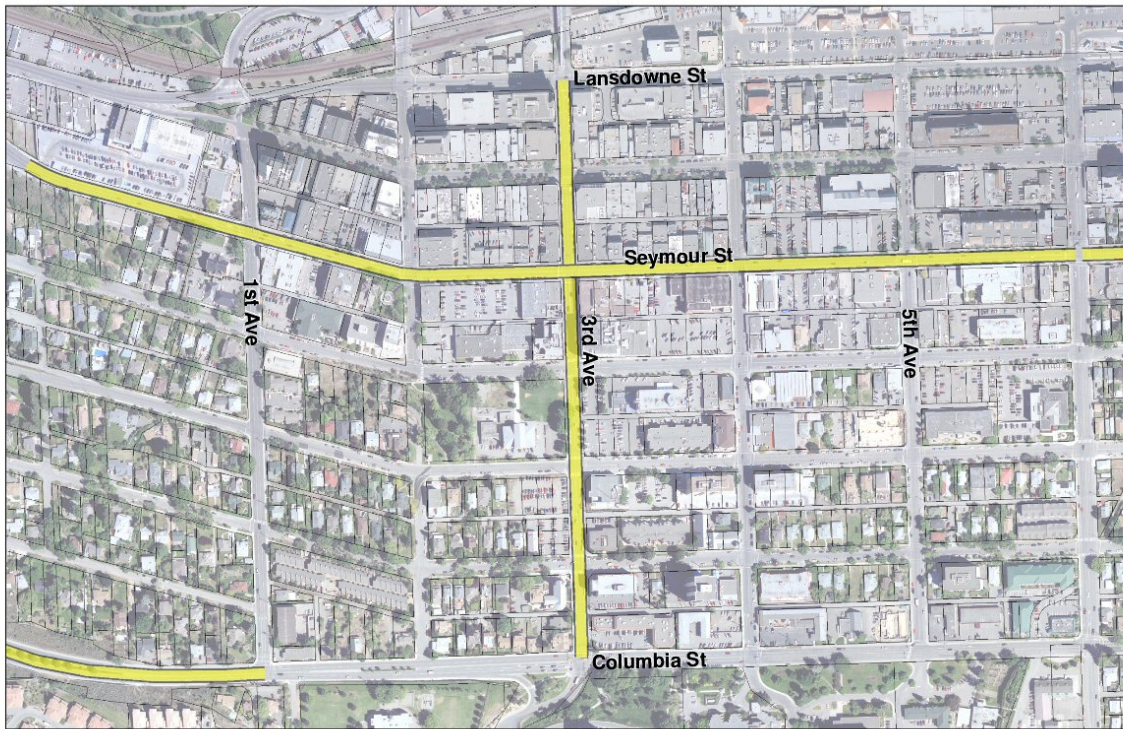


Figure 3 – Third Avenue – Columbia Street to Lansdowne Street (travel Lanes only)

Special Provisions

1. The successful bidder shall be required to submit a copy of their safety program acceptable to the City of Kamloops, or a letter from the City of Kamloops stating the bidders' safety program has been approved by the City of Kamloops.
2. The successful bidder shall be required to apply for a **City of Kamloops "Road Right-of-Way Permit"** in order to get approval of any proposed traffic control. No separate payment shall be made.
3. The successful bidder shall follow all applicable ASTM standards pertaining to the individual tests. Any questions regarding procedures shall be made to the Site Inspector prior to the field testing. No additional payment shall be made for testing that is not to the Site Inspector's approval.
4. At project sites that have a designated Prime Contractor, the successful bidder shall be required to also conduct their work in accordance with the Prime Contractors' approved safety program.
5. The successful bidder shall be required to perform all sampling, testing and reporting by **July 30, 2010**.

Direct all inquiries to:
Gary Muraca, ASCT
Construction Inspector/Laboratory
Technologist
(250) 828-3532
gmuraca@kamloops.ca.

Services Required

1. Visual Assessment.

The successful bidder shall be required to perform a visual assessment (per city block or no greater than 3000 square meters) of the proposed roads and compile a report of the existing conditions.

Work will include, but not be limited to:

- a) Identify, and include in final report, the frequency and severity of asphalt deficiencies such as rutting, alligator cracking etc.
- b) Costs quoted shall include all labour, equipment and materials required to complete the specified item. Shall include all time and effort required for report preparation and any associated administration.

The following table shall be used to prepare the quotation. The number of tests required has been estimated and actual numbers may vary depending on project conditions in the field. Final payment will be based on the actual number of assessments performed. No

discounts or premiums will be applied to unit prices for additions to or reductions in the estimated number of assessments.

Streets	Number of Assessments	Cost (Each)	Total Cost
Seymour Street	7		
Columbia Street	10		
Third Avenue	2		
		PART (1) SUB TOTAL	

2. Asphalt Pavement Coring

The successful bidder shall be required to perform asphalt pavement coring work.

Work will include, but not be limited to:

- a) Coring of asphalt pavement;
- b) Cores shall be extracted in close proximity to each other (maximum 600 mm x 600 mm square)
- c) Core holes are to be tack coated and filled and compacted with **hot-mix asphaltic concrete having a minimum temperature of 100 degrees Celcius**;
- d) Saw-cutting top 50 mm for testing purposes and discarding remaining asphalt.
- e) Costs quoted shall include all labour, equipment and materials required to complete the specified item. Shall include all time and effort required for report preparation and any associated administration.

The following table shall be used to prepare the quotation. The number of cores required has been estimated and actual numbers may vary based on discussions between successful proponent and City Inspector. Final payment will be based on the actual number of cores performed. No discounts or premiums will be applied to unit prices for additions to or reductions in the estimated number of cores.

Core Diameter	Core Thickness	Number	Cost (each)	Total Cost
100mm	100-200 mm	76		
			Part (2) SUB TOTAL	

3. Laboratory Testing

The successful bidder shall be required to perform the laboratory testing.

Laboratory testing will include, but not be limited to:

- a. Existing gradation with percent fracture (two fractured faces) by mass;
- b. Existing asphalt content (by Abson Recovery);
- c. Determine existing air voids;
- d. Existing density of asphalt cores and;
- e. Existing softness of the bitumen (by penetration).
- f. Costs quoted shall include all labour, equipment and materials required to complete the specified item. Shall include all time and effort required for report preparation and any associated administration.

The following table shall be used to prepare the quotation. The number of tests required has been estimated and actual numbers may vary based on discussions between successful proponent and City Inspector. Final payment will be based on the actual number of tests performed. No discounts or premiums will be applied to unit prices for additions to or reductions in the estimated number of tests.

Street	Laboratory Test	Number	Cost (each)	Total Cost
Seymour Street	Existing gradation complete with percent fracture	7		
	Existing air voids	7		
	Existing density	7		
	Existing asphalt content (Abson Method)	7		
	Penetration of the bitumen	7		
Columbia Street	Existing gradation complete with percent fracture	10		
	Existing air voids	10		

	Existing density	10		
	Existing asphalt content (Abson Method)	10		
	Penetration of the bitumen	10		
Third Avenue	Existing gradation complete with percent fracture	2		
	Existing air voids	2		
	Existing density	2		
	Existing asphalt content (Abson Method)	2		
	Penetration of the bitumen	2		

			Part (3) SUB TOTAL	
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4. Reporting.

Based on the information compiled from the visual inspection and laboratory testing above, the successful bidder shall be required to compile a detailed report of their observations complete with a recommendation with regards to the feasibility of utilizing HIPR as a rehabilitation strategy. A draft report shall be submitted to the City for review prior to finalizing the report.

Additional Information provided by the City of Kamloops

- a) Seymour Street – First Avenue – Sixth Avenue
 - Rehabilitated in 1989 by Mill and Overlay
- b) Seymour Street – First Avenue – Victoria Street W
 - Rehabilitated in 1999 by HIPR
- c) Columbia Street – First Avenue – McGill Road
 - Rehabilitated in 1997 by HIPR
- d) Third Avenue – Columbia Street – Lansdowne Street
 - Rehabilitated in 1988 by Mill and Overlay

The following table shall be used to prepare the quotation.

Streets	Number of Finalized Reports	Cost (Each)	Total Cost
Seymour Street	1		

Columbia Street	1		
Third Avenue	1		
		PART (4) SUB TOTAL	

Summary Table for Parts (1) thru (4):

	Cost
Part (1)	
Part (2)	
Part (3)	
Part (4)	
TOTAL (exc. Value added taxes)*	

*** Harmonized Sales Tax (HST)**

The British Columbia Government has announced their intention to harmonize their existing Provincial Sales Tax (PST) with the 5% Goods and Services Tax (GST) to create a single, value-added Harmonized Sales Tax (HST) effective July 1, 2010.

It is anticipated that the contract as a result of this quote shall straddle the transition date, therefore, the bidder shall not include GST or HST in their prices. All progress payments made on behalf of, or by the City shall include:

- a) GST (as a separate line) for all works completed up to and including June 30, 2010;
- b) HST (as a separate line) for all works completed including and after July 1, 2010.

Important: The City is fully aware of the potential recovery of PST subsequent to the introduction of the HST on July 1, 2010. Therefore it is highly recommended that all bidders reflect these potential savings within their submitted unit bid prices due to the nature of competitive bid.



Canada's Tournament Capital

**CITY OF KAMLOOPS
PRIME CONTRACTOR WORK AGREEMENT (Revised 2009)**

Name of Company: _____

Address: _____

Contact: _____ Phone Number: _____

I hereby agree to provide work for the Corporation of the City of Kamloops to the standard acceptable to the Municipality for the following rates/prices shown:

Total Lump Sum Price: \$ _____ or Hourly Rate: \$ _____

Project Number: _____

Project Description: _____

The work will commence on _____

for an estimated period of _____ weeks.

1.0 APPROVED CONTRACTOR

All contractors performing work for the City of Kamloops (hereinafter called the "City") are required to be on the City's Approved Contractor List and have a current WorkSafeBC clearance letter, certificate of insurance, (for the term of the project), City of Kamloops business licence and safety program on file.

2.0 WORK AGREEMENT DOCUMENTATION

2.1 The Construction Work Agreement must include all the documentation as outlined in **1.0 APPROVED CONTRACTOR** above and completed copies of the **JOB SITE HAZARD IDENTIFICATION** and **CONFIRMATION OF CONTRACTOR RESPONSIBILITIES CHECKLISTS**.

2.2 By signing this Agreement, the Contractor certifies that he/she is registered with WorkSafeBC as an employer and that his/her firm and all the firm's principals are covered under this firm number.

3.0 PRIME CONTRACTOR/WORKSAFEBC

3.1 The Contractor shall be deemed to be the Prime Contractor within the meaning of the WorkSafeBC **Occupational Health and Safety Regulations** for the Province of British Columbia. The Contractor shall have a written Occupational Health and Safety Program as required by the WorkSafeBC and the **Occupational Health and Safety Regulations**. The Contractor shall ensure that all WorkSafeBC safety rules or regulations are observed during the performance of this contract, not only by the Contractor's workers, but also by all subcontractors and their workers and by any other person engaged in the performance of this contract. The Contractor shall furnish to WorkSafeBC all notices of project and assurances required by the provisions of the **Occupational Health and Safety Regulations**. Failure to meet these safety requirements will result in cancellation of the contract.

The Contractor shall **Indemnify and Save Harmless** the City from all manner of claims, demands, costs, penalties, assessments or proceedings made, levied or instituted by WorkSafeBC as a result of the Contractor or by any person or subcontractor failing to observe the safety rules, regulations and practices of WorkSafeBC.

4.0 INSURANCE

4.1 At all times during the term of this agreement the Contractor shall at no expense to the City, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Contractor of the lands and premises which are the subject matter of this agreement. Such insurance shall name the City as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than Two Million Dollars (\$2,000,000).

- 4.2 The Contractor's insurance must contain the minimum insurance requirements as requested by the City and provide coverage for the term of the agreement.
- 4.3 All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and shall include a provision that coverage shall not be cancelled or amended in any way unless thirty (30) days' written notice has been given to the City.
- 4.4. All equipment used on the job/project must be insured by the owner of the said equipment against loss or damage. The City of Kamloops will not accept any responsibility for loss or damage occurring to equipment while the equipment is working on the job or being transported to or from the job.

5.0 RELEASE OF LIABILITY AND INDEMNITY

The Contractor hereby WAIVES ALL CLAIMS AGAINST THE CITY AND RELEASES THE CITY FROM ANY AND ALL LIABILITY AND CLAIMS for all injury, death, loss, damage, or expense of any kind that the Contractor or any other person may suffer as a result of or in connection with the Contractor's use of the FACILITY DUE TO ANY CAUSE WHATSOEVER, including but not limited to NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR DUTY OF CARE ON THE PART OF THE CITY AND ALSO INCLUDING THE FAILURE ON THE PART OF THE CITY TO SAFEGUARD OR PROTECT ANY PERSON FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THIS AGREEMENT.

The Contractor hereby AGREES NOT TO SUE THE CITY for, and further agrees to unconditionally INDEMNIFY and SAVE HARLMESS the CITY and its respective employees, associates, representatives, agents, servants, insurers, and assigns from and against all claims, suits, actions, liabilities, losses, damages, expenses, fees, awards, and costs of any kind whatsoever, which arise as a consequence of or in connection with any acts or omissions of the Contractor or any of the Contractor's licensees, invitees, agents, or employees including, without limitation, any and all:

- a) breaches, violations, or non-performance of any covenant, regulation, condition, or term of this contract by the Contractor or any of the Contractor's licensees, invitees, agents, or employees;
- b) damage to property while said property is in or about the lands and premises which form the subject matter of this contract; and
- c) injuries to the Contractor, or any of the Contractor's licensees, invitees, agents, or employees, including death, occurring in or about the lands and premises which form the subject matter of this contract;

These RELEASE OF LIABILITY AND INDEMNITY provisions shall survive expiry or termination of this contract.

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Authorized Signature (Contractor)	Print Name/Position	YY/MM/DD
Authorized Signature (City)	Print Name/Position	YY/MM/DD