



CITY OF CRANBROOK  
**REQUEST FOR QUOTATION**  
**CRACK SEALING 2026**

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### Introduction

The City of Cranbrook is seeking a qualified contractor for its 2026 crack-sealing program on select City streets and roads. The City will prioritize the work locations, and the successful contractor will be given the list of streets and areas at the pre-construction meeting.

The contractor will be able to work Monday through Friday, 7 am -7 pm. Weekend or evening work will not be permitted without the City's written consent. Work shall be completed by **September 30, 2026**.

The work is anticipated to consist of approximately \$74,000 in hot air lancing and crack sealing, as per the MMCD (Platinum Edition 2009) specifications.

### Selection of Successful Quotations/Contractors

The City reserves the right to reject quotes from contractors who cannot provide evidence that they possess the necessary labor, equipment, and experience to perform the work.

### Definitions:

1. The crack sealing program "schedule" shall be completed by **September 30, 2026**.
2. "Abnormal weather" means weather conditions that affect the schedule, including heavy rains, snow, and ice conditions, or any other weather condition mutually agreed to by the contractor and the City.

### Specifications:

1. All work must conform to the MMCD (2019 Edition) Sealing Pavement Cracks for Maintenance Purposes section 32 01 17.6.
2. Cracks will **not** be routed, therefore:
  - Replace MMCD Performance Standard sub-section 3.2.1 (3) with:  
*"Apply rubberized and elasticized asphalt sealants to cracks that have been cleaned of debris via hot air lancing. Ensure sealant over-band is uniform in width and not so thick that it will suffer snow-plow damage or produce a noticeable bump when driven across."*
  - Remove MMCD Performance Standard sub-section 3.2.1 (6) in its entirety.
  - Remove MMCD Method sub-section 3.3.1 (1) in its entirety.
  - Remove MMCD Method sub-section 3.3.1 (2) in its entirety.
3. The contractor shall be required to identify any sections they feel are inappropriate for crack sealing to the City so that both parties agree that no crack sealing will occur at that location (i.e., alligator sections).
4. The contractor shall warrant all work. Where seal failure becomes evident within one (1) year from completion of the program, starting on the date of the final invoice, and if the failure is

determined to be a result of defective workmanship by the contractor, the contractor shall remove and reseal the crack at the contractor's sole expense.

5. The contractor shall collect daily data and issue a weekly report outlining which prioritized streets and roads the contractor has completed, the number of lineal meters that have been crack-sealed, and the cumulative estimated value of that work. Given budget availability, the City reserves the right to add or withdraw streets and roads accordingly.
6. The City will inspect the streets and roads and notify the contractor in writing via return email whether any deficiencies were noted. Noted deficiencies are to be repaired within 48 hours of notification from the City.
7. The contractor shall supply and maintain all equipment, labor, fuel, and any other materials necessary to complete the crack sealing program to the city's satisfaction.
8. The contractor shall have a supervisor or foreman available at all times to direct work and who can be reached by the City regarding all matters relating to the crack sealing program.
9. Before commencing the work, the contractor must identify a Traffic Control Supervisor, responsible for the following:
  - Ensure that traffic control and signage are conducted as per Provincial legislation.
  - Ensure that flag people have the proper certification and perform no other duties while working as flag people.
  - Ensure that all pedestrians, especially children, are guided safely through the work zone.
10. If the contractor fails or refuses to conduct Traffic Control in strict accordance with specification #9 (above), the City may give written notice that the City will take over the Traffic Control function and all resulting costs incurred by the City will be deducted from amounts owing by the City to the contractor.

**Equipment:**

The contractor is to list all equipment in Table No. 1:

**Table No. 1**

<b>Equipment (make/model)</b>	<b>Year</b>	<b>Condition</b>

1. The contractor shall warrant that all equipment used for crack sealing is in good working condition and meets all federal, provincial, and local safety regulations.
2. All equipment must have warning lights and slow-moving vehicle signs to increase visibility.
3. All equipment is to be equipped with an audible backup alarm.

**Price & Payment:**

The rates submitted shall **not** increase during the 2026 Crack Sealing Program. The City of Cranbrook’s 2026 budget for crack sealing is approximately \$74,000.

Payment for the crack sealing program will be made at the per lineal meter price (as shown in Table No. 2) quoted by the contractor and measured by the contractor using a metering wheel. The City may verify the lengths by field measurements of completed crack sealing. Any discrepancies exceeding 10% per day will be re-measured by the contractor.

Please complete the following table:

**Table No. 2**

<b>Year</b>	<b>Unit Price/Lineal Meter</b>	<b>Estimated Quantity (LM)</b>	<b>Extended Subtotal (excluding taxes)</b>
<b>2026</b>			

**References:**

Please provide a minimum of three (3) references for whom you have performed similar work within the past three (3) years. References will be verified and contacted.

Name of Organization	Year/Timeline of Work	Value of Work	Contact Name	Contact Number

**Quotation:**

Please submit your quotation via **email** with the subject line "Crack Sealing 2026" by **2:00 p.m. Thursday, July 2<sup>nd</sup>, 2026**, including the following:

**Attention:** Matt Irvin, Capital Construction Technologist

**Email:** [matthew.irvin@cranbrook.ca](mailto:matthew.irvin@cranbrook.ca)

**Phone:** (250) 421-1036

Your quotation will remain in effect for **60 days** after the closing date.

Late quotations will be rejected.

Fax submissions will not be accepted.

The City of Cranbrook reserves the right to reject any or all quotations or to accept the quotation deemed most favorable in the interest of the City. The lowest or any quotation will not necessarily be accepted. Should only one submission be received, the City reserves the right to negotiate pricing.

The selected vendor shall review and sign the City of Cranbrook Standard Terms and Conditions of Purchase as attached.

**THE CORPORATION OF THE CITY OF CRANBROOK  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

**Offer and Acceptance:**

The Supplier, by the acceptance of a contract and/or purchase order, enters into a binding agreement of purchase and sale with the City of Cranbrook (the "City") for the supply of the goods and services subject to these terms and conditions.

The City's placement of the contract and/or purchase order with the Supplier is expressly conditioned upon the Supplier's acceptance of all the terms and conditions.

**1. Purchase Orders:**

All purchases of goods and services over \$200 require a purchase order. City staff will provide the Supplier with a purchase order number at the time the order is placed or shortly thereafter. The purchase order authorizes the Supplier to provide only the specified goods and services at the price indicated. In some cases, where there are liability, labor, or performance completion issues, the City may require the Supplier to sign a contract.

**2. Required Documentation:**

Failure to meet these requirements may result in the goods and/or invoices being returned at the Supplier's cost.

1. The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists, and correspondence.
2. A packing list must be included with each shipment.
3. A separate invoice must be rendered for each order and each shipment or delivery. Goods and Services Tax (GST) and Provincial Sales Tax (PST) must be shown separately on the invoice.
4. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of the purchase order.
5. Where applicable, serial numbers are to be shown on the invoice, including serial numbers of trade-in equipment.
6. The Supplier shall provide all the necessary training and instruction to its personnel, representatives, and agents for the proper storage, handling, and use of any product classified as a "Controlled Product" under WHMIS. The Supplier will provide the appropriate labels and material safety data sheets (MSDS) for WHMIS-regulated products. No product containing asbestos shall be supplied at any time without written authorization. The Supplier will ensure and fully comply with the Transportation of Dangerous Goods Act and Regulations when shipping goods to the City.

**3. Invoices and Payment:**

Invoices shall be sent to:

City of Cranbrook  
Accounts Payable  
40 -10<sup>th</sup> Ave. S.

Cranbrook, BC V1C 2M8

[ap@cranbrook.ca](mailto:ap@cranbrook.ca)

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

Payment terms are net thirty (30) days and begin on the date the Accounts Payable department receives the invoices.

Unless otherwise stated, funds are payable in Canadian dollars.

Prices are to include all packing, handling, taxes, and duties and are otherwise all-inclusive.

#### **4. Customs:**

For any shipments originating outside of Canada, the Supplier shall attach all required customs documents to the shipment. Payment of duties will be as per the terms of the purchase order/contract. The City's Custom Broker Contact Information: H.H. Smith Ltd., P.O. Box 30, Coutts, AB, T0K 0N0. Phone (403) 344-3822, Fax (403) 344-3027.

#### **5. Delivery:**

Time is of the essence. The Supplier must immediately advise the City of a shortage or delay of any kind. If delivery of goods and services is not completed by the date required, the City reserves the right to terminate this contract and/or purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

The City shall not be liable for failure to take delivery of the goods and/or services ordered herein due to labor difficulties, acts of God, fortuitous events, or other causes of a like or unlike nature reasonably beyond its control. Deliveries not taken during such period may be eliminated from this order at the City's option without liability on its part.

#### **6. Changes/Modifications/Termination:**

The City reserves the right at any time, to cancel or terminate this order in whole or in part by written or verbal notice confirmed in writing, or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract and/or purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding upon the City unless in writing and signed by the City's authorized agent.

#### **7. Inspection**

All goods and services purchased hereunder are subject to inspection and approval upon delivery at the City's place of business. The City reserves the right to reject and refuse

acceptance of goods and services that are not in accordance with the City's specifications or not in compliance with the Supplier's warranty (expressed or implied). Goods that are not accepted will be returned to the Supplier at the Supplier's expense. Payment for any good or service hereunder shall not be deemed an acceptance thereof. If the City judges the quality of the article, material, or service to be deficient, the City may cancel the order by returning the goods at the Supplier's expense and debiting the Supplier's account with the original purchase cost.

**8. Title:**

The City shall not be deemed to accept the merchandise until it receives, inspects, and accepts such merchandise at its place of business. Insofar as the order specifies the FOB point, the City shall accept title for the goods at that point only. Materials not sold FOB destination must be prepaid and charged. Transportation charges, other than postage, must be supported by documentation. Materials shipped by parcel post must be insured. COD charges will not be accepted.

**9. Risk of Loss:**

Risk of loss or damage of the goods and services provided under this contract and/or purchase order shall not pass to the City until delivery at its place of business.

**10. Holdback:**

For the supply of both materials and services, holdback of payment may be made under the requirements of the *Builder's Lien Act of BC*.

**11. Shipping containers:**

All packing cases, bales, cartons, etc. in which the articles or materials may be shipped shall become, without charge, the City's property on receipt, unless otherwise stipulated.

**12. Warranty:**

Without limitation to any additional warranties provided by the Supplier, whether indicated on the face of the purchase order or otherwise provided, the Supplier warrants that:

1. All goods shall be of merchantable quality and free from defects in workmanship and materials;
2. All goods shall strictly conform to applicable samples, specifications, and drawings;
3. All goods and services shall be fit for the purpose intended by the City;
4. All goods shall be free and clear of all liens, charges and encumbrances;
5. The goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies;
6. The shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and
7. The goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified in the contract and/or on the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time before the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown, or deterioration in workmanship or material should appear or be discovered in the goods or services furnished by the supplier, or the goods and services do not conform to the terms and conditions of the contract and/or purchase order, the City may at its option:

1. Require the supplier to promptly replace, redesign, or correct the defective and non-conforming goods and services at no expense to the City, or
2. The City may replace or correct the defective goods and services and charge the supplier with all expenses incurred by the City. The supplier agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients, and the public from any liability, loss, cost, and expense arising either directly or indirectly from breach of any warranty given by the Supplier hereunder.

**13. Assignment:**

No right of interest in this contract and/or purchase order shall be assigned by either party without the written consent of the other, and no delegation of any obligation owed, or of the performance of any obligation by either the City or Supplier shall be made without the written consent of the other party.

**14. Imports:**

If the Supplier manufactures or purchases any goods involved in this contract outside of Canada, they must ensure that they, their agent, or representative is the "Importer of Record" for customs purposes.

**15. Tax and Duties:**

The Supplier agrees that all Canadian Goods and Services Tax (GST) Provincial Sales Tax (PST) and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments reclassifications, remissions or clarifications thereof on tax and/or duty - applicable priced goods/materials involved, whether recognized or not at the time the order is awarded, shall be passed onto the City. Otherwise said order is based on the specific GST/HST and/or Customs Duty status shown, which must be adhered to, and all invoice billings must agree accordingly.

**16. Insurance:**

All Suppliers/Contractors providing services to the City are required at a minimum to carry \$2,000,000 Commercial General Liability Insurance with the City of Cranbrook named as an additional insured party. The City reserves the right to modify the type of insurance coverage and the coverage amount required to be carried by the Supplier/Contractor. Proof of insurance must be provided to the City before commencement of work.

**17. Business License:**

All Suppliers/Contractors conducting business within City limits will have a valid City of Cranbrook business license if required as per City of Cranbrook Business License Bylaw No. 3194 as amended from time to time or replaced. The Canadian Rockies International Airport is considered within City limits.

**18. WCB:**

The Supplier/Contractor shall maintain an account in good standing with Worksafe BC and shall, upon City request, provide a clearance letter from Worksafe BC before commencement of work. The Supplier/Contractor shall ensure compliance by both it and its Sub-contractors with the *Worker's Compensation Act* and regulations.

**19. Patents:**

The Supplier undertakes and agrees to defend at Supplier's own expense, all suits, actions or proceedings in which the City or the users of any of the City's merchandise are made defendants for actual or alleged infringement of any US, Canadian or foreign letters patent resulting from the use or sale of the items purchased hereunder, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendants herein.

**20. Gifts, Gratuities, and Staff Discounts:**

The City of Cranbrook has strict standards against City employees accepting gifts, gratuities, or staff discounts as a result of their employment with the City. Items of nominal value, such as pens and calendars, used in the course of employment are exempt.

**21. Indemnification:**

The Supplier, by acceptance of the contract and/or purchase order, shall indemnify and hold harmless the City of Cranbrook, its agents, and employees, from and against all loss or expense because of the liability imposed by law upon the City of Cranbrook its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work.

**22. Conflict of Interest:**

It is the Supplier's sole responsibility to disclose to the City in writing, prior to supplying goods and/or services, any actual, perceived, or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees.

**23. Compliance with Laws:**

In accepting the contract and/or purchase order, the Supplier represents that it has complied and will continue during the performance of this contract and/or purchase order to comply with

the provisions of applicable third-party contracts, and all applicable federal, provincial and municipal laws and regulations. The laws of British Columbia govern this agreement.

**24. Freedom of Information:**

The City of Cranbrook is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. All Suppliers are therefore advised that any invoices, quotes, price offers or estimates received by the City will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.