

## STANDARD CITY CONTRACT

### MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2983

TITLE/DESCRIPTION: Snowmelter

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY" OR "PURCHASER"), and Trecan Combustion Ltd ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) Any and all attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "agreement" and "Contract" and "Contract Documents" are used interchangeably in this contract and terms "Agreement and "Contract Documents" each included all "Contract Documents"

Attachment A: Delivery Schedule  
Attachment B: Current Models Pricing  
Attachment C: Warranty Statement  
Attachment D: Trecan Terms and Conditions  
Attachment E: Scope Of Service, 135-PD  
Attachment F: Scope of Service, CT-15LP  
Attachment G: General Arrangement Drawing for 40-SG (Stationary Snowmelter)

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) Initial Term. The initial term of this Contract shall begin on **April , 2022** and shall end on **April , 2023**. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract

until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

### **Sec. 3. Compensation.**

- A. CITY shall pay CONTRACTOR on the following basis: See Attachment B for Pricing Schedule
- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: See Attachment B for Pricing Schedule
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

### **Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.

### **Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") as per Attachment B, Pricing Schedule and Payment Terms. Invoices may be provided electronically.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

**Sec. 6. Representations and Warranties of CONTRACTOR.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part. In the event that CITY terminates this Contract, it will honour any outstanding purchase order(s) already issued to CONTRACTOR for goods under this contract by completing the payments itemized in the Purchase Order (s) and accepting the goods to be provided by CONTRACTOR under that (those) purchase order (s). If for any reason, CITY cannot complete payments against an outstanding purchase order after Contract cancellation, CITY will notify CONTRACTOR in writing, and pay for the value of the work performed by CONTRACTOR to that date of notification (but not paid for yet), and any cancellation charges from Trecan's suppliers.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, ~~CITY may terminate this Contract~~, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR twenty (20) days written notice and to propose a solution to address the situation.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY twenty (20) days written notice and to propose a solution to address the situation.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

- (a) For purposes of this Section:
  - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.
  - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil

Rights and Equal Opportunity Department and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** . If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

(a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

(b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

(c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Supplier is a Candian company and is govern by three alternative policy

(a)3.01 Non-discrimination policy

(b)3.24 Duty to Accommodate

(c)4.02 Harrasment, including sexual harassment

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract..

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                   City of Kansas City, Missouri  
Procurement Services Division  
414 East 12th Street, 1st Floor, Room 102 W  
Kansas City, Missouri 64106  
Attention: Darrell Everette, Manager of Procurement Services  
Telephone: (816) 513-0814  
Facsimile: (816) 513-1066

With copies to:                 Matthew J. Gigliotti, Esq.  
City Attorney  
Law Department of Kansas City, Missouri  
414 East 12th Street, 23rd Floor  
Kansas City, Missouri 64106  
Telephone: (816) 513-3153

If to the CONTRACTOR: Trecan Combustion Limited  
Attn: Glen Burnett  
4049 St. Margaret's Bay Road  
Hubley, Nova Scotia  
Canada B3Z 1C2  
E-mail: Glen.Burnett@Treca.com

**Sec. 18. General Indemnification.**

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (c) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 19. Indemnification for Professional Negligence.** If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

**Sec. 20. Insurance.**

CONTRACTOR has insurance in the Province of Nova Scotia, in the Country of Canada, where we manufacture our products. Contractor to provide the CITY with documentation of insurance coverage.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
  4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.



- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 21. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 22. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 23. Guaranteed Most Favorite Nation Pricing.** CONTRACTOR certifies that no other customer of similar purchase is receiving or will receive prices, discounts, performance or terms better than those which are given to the CITY. Should Contractor enter into an arrangement with a third party to provide substantially the same CITY requirements on terms which in their totality are more favorable to the third party than the terms specified in this Agreement, then Contractor shall convert the relevant terms in this Agreement to match all of the more favorable terms provided the third party.

**Sec. 24. Assignability and Subcontracting.**

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 25. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 26. PROPRIETARY RIGHTS** - Prints, drawings, specifications and the information set forth therein contained in the proposal or heretofore or hereafter furnished by Trecan to the City are the property of Trecan, and Trecan retains the right to all Canadian or foreign letters patent, trademarks and copyrights. In addition,

Trecan retains the right of exclusive use, manufacture and sale of any material or system shown or described in said prints, drawings and specifications. The City agrees that he will not manufacture or sell any material or system shown or described in said prints, drawings and specifications, and further agrees that he will not divulge any information contained therein to any persons other than employees of the City.

**Sec. 27. Employee Eligibility Verification.** CONTRACTOR must submit eVerify affidavit to Procurement prior to contract signing. MOU is not required at this time, as there are no US employees employed by the Canadian company.

**Sec. 28. Emergencies.** CONTRACTOR agrees to provide CITY with Emergency Contact number for technical support. This line will provide 24/7 coverage during the period period, from November 1 – April 1. Technical representatives will be available to provide technical assistance during this time. Calls taken during this time will either be answered immediately, if the Trecan Representative is available or as soon as possible (as the representative could be assisting other customers). CONTRACTOR recommends that the CITY purchases the Recommended Spare Parts List contained in Appendix G to be fully prepared for Emergency situations.

**Sec. 29. Trade-In.** If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

**Sec. 30. Time of Delivery.** Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

**Sec. 31. F.O.B. Destination.** Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.

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**Sec. 32. Quality.** Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not

acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

**Sec. 33. Price.** Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City. See Attachment B for Pricing Schedule

**Sec. 34. Brand Name or Equal.** Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price. Supplier will specify what parts are equivalent and suitable replacement parts.

**Sec. 35. Commercial Warranty.** See Attachment C, Trecon Warranty Statement

**Sec. 36. Discounts.**

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

**Sec. 37. Sellers Invoice.** Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals. Email Invoices may be provided and are deemed acceptable

**Sec. 38. Inspection and Acceptance.** The CITY shall inspect all material and systems immediately upon receipt and shall, within 15 business days of receipt, give written notice via email to CONTRACTOR representative, of any claim that the material or system does not conform to the terms of the agreement between the CITY and CONTRACTOR.

**Sec. 39. Loss and Damaged Shipments.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

**Sec. 40. Late Shipments.** Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior City of any late or delayed shipments.

Neither CONTRACTOR nor the CITY will be liable for any expense, loss or damage resulting from delay or prevention of performance caused by pandemics, fires, floods, acts of God, material shortages, fuel or power shortages, major equipment breakdowns, force majeure, delays encountered by CONTRACTOR 's suppliers or sub-contractors, riots, thefts, accidents, acts or failure to act of Government, non-availability of appropriate transportation, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of CONTRACTOR which may delay or prevent CONTRACTOR 's performance.

In the event of any delays due to strikes, labour disputes, labour shortages, or labour slowdowns, Trecon will endeavor to work with the employees union to minimize delays, without City penalty against Trecon.

In the event of any delay arising by reason of any of the foregoing events, the time for performance shall be extended by a period of time equal to the time lost by reason of such delay.

**Sec. 41. Tax Exemption - Federal and State.**

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

**Sec. 42. Annual Appropriation of Funds.**

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be

terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

**Sec. 43. Quality Services Assurance Act.** - If this Contract exceeds \$160,000.00, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

**Sec. 44. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and CONTRACTOR employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**CONTRACTOR**

I hereby certify that I have the authority to execute  
this document on behalf of CONTRACTOR.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Attorney (Date)

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A- Delivery Schedule**

### **Delivery Schedule**

Typical lead time for Trecan portable Snowmelter is 8 months after receipt of PO.

Neither Trecan nor the City will be liable for any expense, loss or damage resulting from delay or prevention of performance caused by fires, floods, acts of God, pandemics, material shortages, fuel or power shortages, major equipment breakdowns, force majeure, delays encountered by Trecan's suppliers or sub-contractors, riots, thefts, accidents, acts or failure to act of Government, non-availability of appropriate transportation, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of Trecan which may delay or prevent Trecan's performance.

In the event of any delays due to strikes, labour disputes, labour shortages, or labour slowdowns, Trecan will endeavor to work with the employees union to minimize delays, without City penalty against Trecan.

In the event of any delay arising by reason of any of the foregoing events, the time for performance shall be extended by a period of time equal to the time lost by reason of such delay.



## ATTACHMENT B- Pricing

### 2022 Pricing

MODEL 135-PD SNOWMELTER	\$ 656,000.00 USD	MODEL 80-PD
SNOWMELTER	\$ 430,000.00 USD	
MODEL 60-PD SNOWMELTER	\$ 378,000.00 USD	
MODEL CT-15LP	\$ 199,000.00 USD	
MODEL 40-SG	\$ 250,000.00 USD	
MODEL 20-SG	\$ 230,000.00 USD	
MODEL 180-PD SNOWMELTER	\$ 790,000.00 USD	
MODEL 250-PD SNOWMELTER	\$ 1,260,000.00 USD	
MODEL 350-PD SNOWMELTER	\$ 1,575,000.00 USD	

Pricing is FOBD, so shipping will be added to the price of the unit at time of quote.

An annual amendment is authorized updating the current models and their pricing. Pricing for spare parts for each model will be supplied at the time of quoting.

### Terms of Payment

Trecan Combustion will offer the following payment terms:

- Net 30 days from date of delivery of each unit
- City is tax exempt; certificate is on file with Contractor.

## ATTACHMENT C- Warranty

WARRANTY - THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, MADE BY TRECAN EXCEPT THE WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP SET FORTH BELOW:

Trecan warrants that the material and systems – with the exception of refractory parts – described in this contract and to be manufactured by it will, under normal use, be free from defects in material and workmanship for a period of 12 months from the date of shipment.

- (A) Trecan's obligation under this warranty is limited to the replacement or repair, at a location designated by Trecan, of any defective material or systems returned to Trecan within the aforesaid period with transportation prepaid by the City and which, upon examination by Trecan, shall disclose to its satisfaction to have been defective.
- (B) The provisions of this warranty shall not apply to any Trecan material or system which has been subject to misuse, negligence or accident; which has been used under operating conditions other than contained in the proposal; or which has been repaired or altered outside Trecan's factory in any way so as, in Trecan's sole judgement, to affect its performance and reliability; and Trecan shall not be liable for any other damages, either direct or indirect, incidental or consequential. Trecan is not responsible for normal wear consumable parts such as: filters, oil, nozzels, electrodes, hydraulic fluids, tires, etc.
- (C) Unless specifically mentioned, Trecan offers no warranty in respect to materials received from suppliers. All materials included in this proposal, but not manufactured by Trecan are subject to the warranties of their respective manufacturers.
- (D) Trecan will not be responsible for work done, equipment or parts furnished, or repairs made by others, or for any loss or expense arising from such work, equipment, parts, or repairs of others.
- (E) Trecan's maximum liability arising from any cause whatsoever shall not exceed the cost of the equipment or services furnished hereunder.

In consideration of the above expressed warranty and the performance warranties extended by Trecan, all other warranties, either expressed or implied, whether arising by statute or otherwise including warranties of fitness for a particular purpose, are excluded.

**ATTACHMENT D- TRECAN COMBUSTION LIMITED  
STANDARD TERMS AND CONDITIONS**

- 1.1 **TITLE** - Title will pass from Trecan to City upon 100% payment.
- 1.2 **CHANGES IN DESIGN AND MATERIAL** - Trecan reserves the right to change the design and construction of the material and systems described in its proposal if specified materials are no available for any reason, or if, in its sole judgement, such changes shall be to the best interest of both Trecan and the City.
- The substitution of materials or components may be required in order to meet the schedule or minimize delays. Substitutions will only be made with City's prior approval.
- 1.3 **PATENTS** - Trecan warrants that the material and systems to be supplied to the City and the manufacture thereof by Trecan do not infringe any Canada letters patent.
- 1.4 **SERVICES** - Should any service or services – such as erection, start-up, demonstration, or repair of equipment – be requested by the City beyond such service specifically mentioned in the proposal, the additional service will be rendered at Trecan's prevailing service rates, plus charges for transportation and living expenses. All requests for service should be made directly to Trecan's office in Hubble, Nova Scotia. Requests for additional services must be supported by a purchase order. Purchase Order must be issued prior to the start of any services.

## ATTACHMENT E- Scope Of Service (135-PD Portable Snowmelter)

At the time of this contract execution, Aviation plans to make an immediate purchase of the Trecan Model 135-PD Snowmelter(s).

The Trecan Model 135-PD Snowmelter, as described in this proposal, is a portable diesel powered, oil fired unit. The 135-PD utilizes the basic principle of submerged combustion to heat water. Snow is loaded into the water filled tank and melted by the action of high velocity warm water sprays.

### Technical for 135-PD Units

Nominal rating @ 30°F (-1°C) at Sea level	: 135 tons/hour (122.5 tonnes/hr)
Equivalents 240kg/m <sup>3</sup>	: 667yd <sup>3</sup> /hr @ 15 lbs/ft <sup>3</sup> (510 m <sup>3</sup> /h @
480kg/m <sup>3</sup> )	: 333yd <sup>3</sup> /hr @ 30 lbs/ft <sup>3</sup> (255 m <sup>3</sup> /h @
Water Outflow	: 540 USGPM @ 38°F (2044 L/m @ 3°C)
Melting Tank Water Capacity	: 3300 USG (12,500 L)
Fuel Tank Design	: Rectangular Double Wall
Fuel Tank Capacity	: 1500 USG (5678 L)
Fuel	: ULSD
Fuel Flow:	(Burners) : 173 USGPH (656 L/h)
Burner Output: (24,000,000 BTU/hr)	2 x 12 MM BTU Burners : 25,300,000 kJ/h
Engine	Type : 6 Cylinder Liquid Cooled Turbo Diesel
(225 HP) @ 2,200 RPM Intermittent	Rating (Cummins) 38L DEF tank : 168 kW
Dimensions:	USEPA Emissions Rating : Tier 4 Final
	Length : 47'-4" (14.23m)
	Width (standard) : 8'-6" (2.59 m)
	Height : 12'-11" (3.94 m)
	Loading Height : 9' (2.74 m)
	Loading Clearance : 14' (4.27 m)

Weights (standard):

Empty : 39,100 lbs (17,735 Kg)

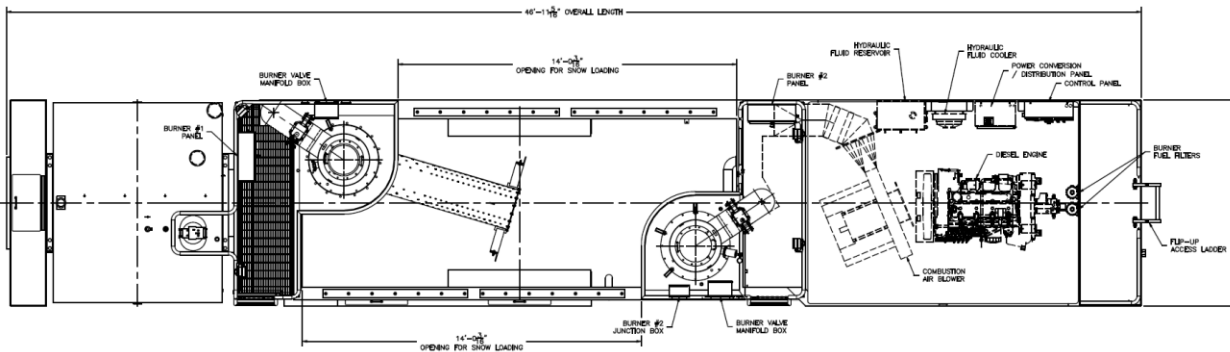
With Fuel & Water : 77,500 lbs (35,153 Kg)

Max Towing Speed

Empty : 60 MPH or 97 km/h

Fuel Tank Full (no water) : 5 MPH or 8 km/h

With Fuel and Water : 5 MPH or 8 km/h



Note: Treca designs the portable Snowmelters as “OFF-HIGHWAY” heavy equipment.

## Features and Benefits of Treca Snowmelters

1. Treca is the only Snowmelter manufacturer that uses Submerged Combustion Technology, which produces thermal efficiencies of approximately 98%, much higher than any other Snowmelter manufacturer.
2. Water temperature leaving a Treca Snowmelter is approximately 35°F to 38°F. Other snowmelters with higher discharge temperatures require additional heat input. Low water outlet temperature is also better for the environment and any fisheries water courses that the melt water would eventually flow into
3. Treca Snowmelters have much lower fuel consumption per ton of snow melted than other snowmelters due to the higher efficiency of the submerged combustion process.
4. Higher efficiency also means lower total CO2 emissions per ton of snow melted.
5. All the engine waste heat is directed into the melting process for even higher efficiency.
6. Treca Snowmelters are easy to clean, since there are no boiler tubes, pumps and pump screens or other obstructions inside the melting tank.
7. Treca has been designing and manufacturing Snowmelters for 35 years and to date have completed over 1000 installations worldwide.
8. Treca is the only Snowmelter manufacturer that is ISO 9001:2015 certified and has had a quality

assurance program in place since 2002.

9. Trecon is the only Snowmelter manufacturer that provides a detailed customer reference and testimonials list.
10. To date, Trecon has built and delivered over 90 of our 135-PD Snowmelters to various Cities, Municipalities, Airports and other customers throughout North America and overseas.
11. Trecon Snowmelters are equipped with a Remote Communications Package that allows for 24/7 diagnostic checks and trouble shooting.
12. Trecon is the only Snowmelter manufacturer that offers a written guarantee on the capacity of its Snowmelters based on typical snow not containing any ice entering the Snowmelter at -1°C (30°F).

### **Equipment Supply Specification**

The 135-PD Snowmelter will have a melting capacity of 135 tons of snow per hour at the specified conditions. The Snowmelter will be complete with all required control and auxiliary equipment.

### **Equipment Package**

- (2) Trecon high intensity burners. Burner 1 includes a S.S. sparger for the **snow start system**. Burner 2 includes a S.S. downcomer and C.S. outer weir. Each burner has a Trecon 'Low-Mount' oil/spark pilot. Alternatively, both burners can include the downcomer/weir configuration.
- 5.49m (18') long carbon steel melting tank with (4) debris removal hatches, with one (1) man door entrance and Two Side Loading. The loading clearance is 4.27m (14') wide on each side of the melting tank.
- 225 HP Cummins turbo diesel Tier 4 Final engine including: plug-in coolant heater, battery and a hydraulic drive system for the centrifugal combustion air blower. Blower and engine are attached via anti-vibration mounts.
- Noise reduction package. This consists of a walk-in engine room enclosure covering the engine, combustion air blower, main control panel, hydraulic fluid reservoir / battery box, and fuel filters. All doors are lockable.
- Burner fuel oil pump with backpressure relief valve and dual fuel filters. Burner fuel oil valve train with double block solenoids and manual shut-off valves. Flexible air and oil hoses and electrical conduits.
- Safety and control system: Main control panel includes a colour operator interface terminal, Master PLC with digital communications to remote burner panels. Burner panels include a PLC, flame safeguards with infrared scanners. Ignition transformers are located in separate high voltage panels. Power panel includes DC to AC inverter and a 24 VDC – 12 VDC converter.
- Tandem air-ride suspension and ABS air brakes, fifth wheel towing arrangement and two 25 K axles. Manual front landing gear. Optional air operated hydraulic landing gear.
- Light package will consist of turn signals, brake and marker lights, warning strobes, operator

floodlights and rear platform light.

- Remote Monitoring includes web portal access to the Snowmelter database during warranty period.
- Double walled rectangular 1500 USG fuel tank with inner 304 stainless steel shell and outer carbon steel shell, complete with vents and leak detector.
- Engine fuel heating system - to prevent the fuel filters from plugging due to icing /waxing. Engine includes a water separator.
- Burner fuel heating system - to prevent the fuel filters from plugging due to icing/waxing.

### **Safety Equipment**

The Snowmelter will be shipped with the following electrical safety devices:

- High water temperature shut-off switches (burner shut-down).
- Low combustion air pressure switches (burner shut-down).
- Low burner fuel supply pressure switches (engine and burner shut-down).
- Low-low fuel tank level switch (burner shut-down).
- Flame safeguard (burner shut-down).
- High engine coolant temperature sensor (engine and burner shut-down).
- Low engine oil pressure sensor (engine and burner shut-down).
- Low hydraulic fluid level (engine and burner shut-down).
- High hydraulic fluid temperature (engine and burner shut-down).

Burner critical trips have redundant shutdown systems, which include both hard-wired, and PLC ladder logic.

Snowmelter exterior is painted Chrome Yellow, the engine room interior is a Pearl Grey and the inside of the melting tank is painted black.

## ATTACHMENT F- Scope Of Service (CT-15LP Portable Snowmelter)

At the time of this contract execution, Aviation plans to make an immediate purchase of the Trecan Model CT-15-LP Snowmelter(s).

The Trecan Model CT-15-LP Snowmelter, as described in this contract, is currently our smallest capacity portable diesel powered, oil fired unit. The CT-15-LP utilizes the basic principle of submerged combustion to heat water. Snow is loaded into the melting tank and melted by the action of highly turbulent hot air bubbles injected into the water beneath the snow. The CT-15-LP was designed to efficiently melt snow in an area of up to 50,000 square feet.

### MODEL CT-15-LP

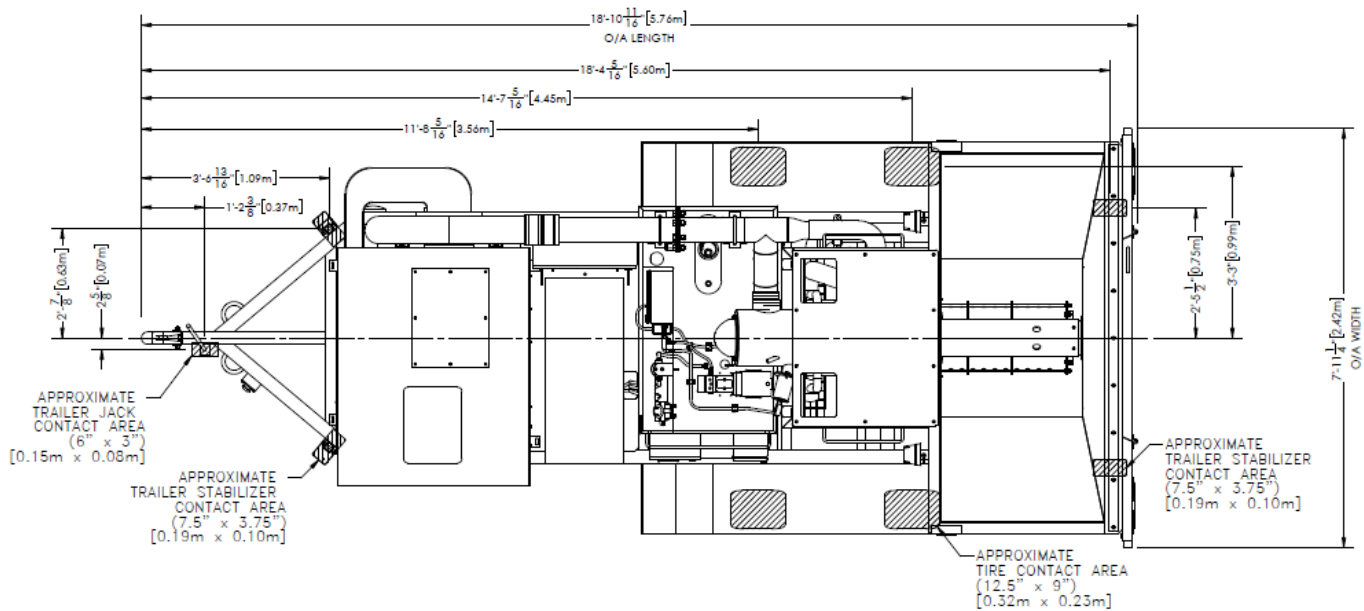
Nominal rating @ -1°C (30°F) at Sea level	: 15 tons/hour (13.6 t/h)
Note: Derating occurs as elevation increases above sea level and also with decreasing temperature below freezing.	
Equivalents 240kg/m <sup>3</sup>	: 74 yd <sup>3</sup> /h @ 15 lbs/ft <sup>3</sup> (57 m <sup>3</sup> /h @
480kg/m <sup>3</sup> )	: 37 yd <sup>3</sup> /h @ 30 lbs/ft <sup>3</sup> (28 m <sup>3</sup> /h @
Water Outflow	: 60 USGPM @ 35°F (227 L/m @ 2°C)
Melting Tank Water Capacity	: 240 USG (910 L)
Fuel Tank Design	: Cylindrical single wall, carbon steel
Fuel Tank Filling Capacity	: 113 US Gallons (429 L)
Fuel	: ULSD
Fuel Flow: USGPH (5.6 L/h)	(Burner: Engine) : 25 USGPH (93 L/h) : 1.5
Burner Output:	: 3,400,000 BTU/hr (3,587,000 kJ/h)
Engine	Type : 3 Cylinder 1.3L Liquid Cooled Diesel
RPM	HP Rating : 24.8 HP (18.5 kW) @ 2,600
	USEPA Emissions Rating : Tier 4 Final
Dimensions:	Length : 18'-11" (5.77m)
	Width (standard) : 8'-0" (2.44 m)
	Height (when towing) : 6'-3" (1.91 m)
	Loading Height : 6'-3" (1.91 m)
Weights (standard):	Empty : 6950 lbs (3152 Kg)
	With Fuel & Water : 9700 lbs (4400 Kg)



Max Towing Speed

Empty or with Fuel : 50 MPH (80 km/h)

With Water : 2 MPH (3 km/h)



Note: Trecon designs the portable Snowmelters as "OFF-HIGHWAY" heavy equipment.

## Features and Benefits of Trecon Snowmelters

1. Trecon is the only Snowmelter manufacturer that uses Submerged Combustion Technology which produces thermal efficiencies of approximately 98%, much higher than any other Snowmelter manufacturer.
2. Water temperature leaving a Trecon Snowmelter is approximately 2°C (35°F). Other Snowmelters with higher discharge temperatures require additional heat input. Heating the water to 16°C (60°F) would require an additional 750,000 BTU/HR or 20 L/h (5.3 GPH) of fuel. Trecon Snowmelters have much lower fuel consumption per ton of snow melted than other Snowmelters due to our higher efficiency.
3. Low water outlet temperature is also better for the environment and any fisheries water courses that the melt water would eventually flow into.
4. Higher efficiency also means lower total CO2 emissions per ton of melted snow.
5. Unlike other Snowmelter manufacturers, Trecon Snowmelters are easy to clean since there are no heat exchanger tubes or boiler tubes, pumps and pump screens inside the melting tank.
6. Trecon has been designing and manufacturing Snowmelters for over 35 years and to date has completed over 800 installations worldwide.

7. Trecan is the only Snowmelter manufacturer that is ISO 9001:2015 certified and has had a quality assurance program in place since 2002.

### **Equipment Package**

- (1) Trecan high intensity burner with snow start functionality that includes a stainless steel sparger. The burner is horizontally mounted and includes an oil/spark pilot.
- Carbon steel melting tank with (1) debris removal hatch. The loading is from the back of the melting tank.
- 24.8 HP @ 2600 RPM Kubota liquid cooled diesel Tier 4 Final engine. Glow plugs are used for the cold start aid. The combustion air blower is permanently engaged with a belt drive from the engine. Blower and engine are attached via anti-vibration mounts.
- Electric driven burner fuel oil pump with integrated backpressure relief valve and single fuel filter. Burner fuel oil valve train with double block solenoids and manual shut-off valves. Flexible air and oil hoses and electrical conduits.
- Safety and control system: The control panel includes a colour 320X240 LCD operator interface terminal, selector switches, reset button. The main electrical panel contains the burner flame safeguard, burner PLC, and relays. The operator interface communicates with the Burner PLC and Engine PLC via CAN bus. The burner flame safeguard receives a flame signal from infrared scanners mounted on the burner. Ignition transformer located in separate high voltage panel.
- Dual axle torsion arm suspension and 12 VDC electric brakes. Towing arrangement with a coupler requiring a 2-5/16" ball hitch. Manual front landing gear and stabilizer legs.
- Light package will consist of 12 VDC turn signals, brake and marker lights, warning strobe, operator floodlights.
- 113 US Gallons (429 L) fuel tank for ULSD is designed as a single wall cylindrical fuel tank. Shell wall material is carbon steel.

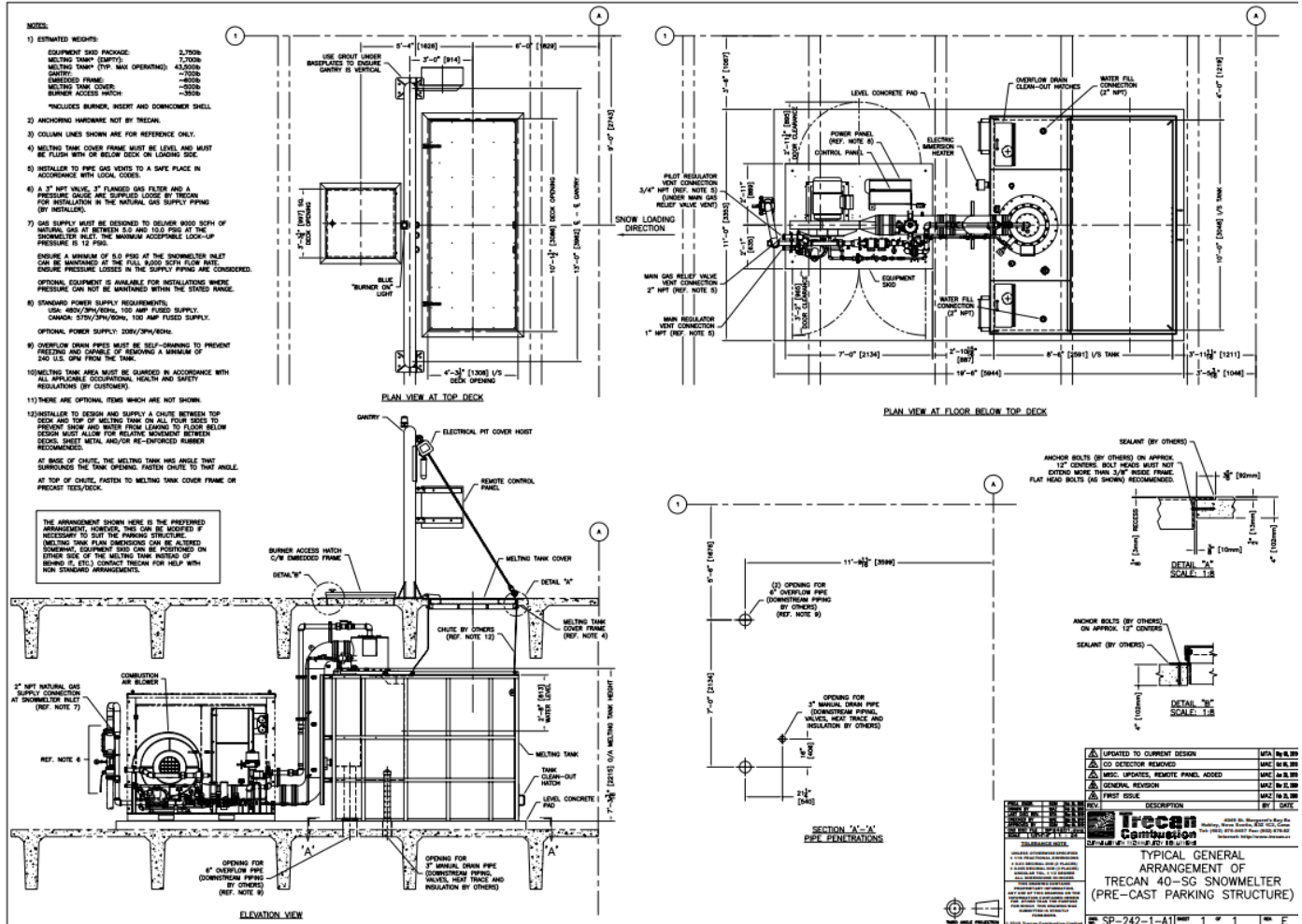
### **Safety Equipment**

The Snowmelter will be shipped with the following electrical safety devices:

- High water temperature shut-off switch (burner shut-down).
- Low combustion air flow switch (burner shut-down).
- Low burner fuel supply pressure switch (engine and burner shut-down).
- Low-low fuel tank level switch (burner shut-down).
- Flame safeguard (burner shut-down).
- High engine coolant temperature sensor (engine and burner shut-down).
- Low engine oil pressure sensor (engine and burner shut-down).

Burner critical trips have redundant shutdown systems, which include both hard-wired, and PLC logic. Snowmelter paint colour will be yellow and will have DOT certified reflective tape.

# ATTACHMENT G – 40-SG, GENERAL ARRANGEMENT DRAWING



**Reccondmend Spare Parts quote**

*All prices are USD - quote is valid for 30 days*

**Preferred Recommended Spare Parts Kit**

Stock code	Description	QTY	Price per ea	Total	STOCK
S125P5-A41	Pilot Ignition Electrode	8	\$60.75	\$486.00	0
4500004	Ignition Electrode O-ring	4	\$0.51	\$2.04	47
BN0011	Pilot Oil Nozzle	4	\$21.15	\$84.60	44
S125P4-A42	Pilot Mounting Gasket	4	\$17.10	\$68.40	29
P15N4P300	Pilot Oil Pressure Gauge; Burner Oil Pressure Control Valve Gauge	2	\$150.00	\$300.00	5
BG0006	Burner Sight Glass	2	\$83.85	\$167.70	38
S121P10-A41	Burner Cover Plate Gasket	2	\$195.00	\$390.00	14
BN0012	Main Oil Nozzle	3	\$22.50	\$67.50	113
P15N4P300BK	Main Oil Nozzle Pressure Gauge	2	\$213.00	\$426.00	16
S121P9-A41	Oil Gun Mounting Gasket	4	\$15.00	\$60.00	17
LS0004	Low Fuel Level Switch	1	\$90.00	\$90.00	4
PS0028	Combustion Air Pressure Switch	1	\$234.00	\$234.00	3
PS0004-130	Burner Oil Pressure Switch	1	\$737.25	\$737.25	1
TS0001	Melting Tank Temperature Switch	1	\$1,335.15	\$1,335.15	3
270SV0012	Burner Oil Solenoid Valve Coil	2	\$75.30	\$150.60	52
270SV0044	Pilot Oil Safety Shut-off Valves	1	\$215.25	\$215.25	24
270SV0045	Main Oil Safety Shut-off Valves, High Fire Solenoid Valve	1	\$529.20	\$529.20	14
2809012	Burner Fuel Filter / Water Separator Element	12	\$30.45	\$365.40	0
5050062	Hydraulic System Charge Filter Element	1	\$124.65	\$124.65	4
5309080	Engine Primary Fuel Filter Element	1	\$235.20	\$235.20	0
5309079	Engine Final Fuel Filter Element	1	\$120.45	\$120.45	0
250-16X12	Blower Outlet Flexible Sleeve	1	\$503.10	\$503.10	12
2500003	Blower Outlet Flexible Sleeve Band Clamps	4	\$11.70	\$46.80	23
250-12.75X8	Burner Air Inlet Flexible Sleeve	2	\$412.20	\$824.40	12
2500004	Burner Air Inlet Flexible Sleeve Band Clamps	8	\$9.45	\$75.60	16
5450039	Air Valve Actuator	1	\$3,283.65	\$3,283.65	3
4100001P	Clean Out Door Fastening Handles	12	\$85.80	\$1,029.60	166
4990003M	Clean Out Door Fastener Bolt	12	\$52.50	\$630.00	183
S174-1-A41	Melting Tank Clean Out Door Seal	4	\$303.90	\$1,215.60	12
BE0001	Flame Scanner Sealing Union	1	\$504.30	\$504.30	4
BE0019	Flame Scanner	1	\$502.50	\$502.50	5
BE0033	Flame Scanner Orifice	1	\$4.55	\$4.55	20
BSL0036	Burner Safety Control Amplifier	1	\$328.20	\$328.20	3
BSL0037	Burner Safety Control Programmer	1	\$840.35	\$840.35	3
BSL0038	Burner Safety Control Chassis	1	\$786.45	\$786.45	3
<b>Subtotal</b>				<b>\$16,764.49</b>	

**Preferred Recommended Spare Parts Kit cont.**

Stock code	Description	QTY	Price per ea	Total	STOCK
CR0031	24 VDC Automotive Relay	1	\$32.40	\$32.40	23
CR0045	24 VDC Relay	2	\$16.20	\$32.40	15
CR0046	DPDT 120 VAC Relay	2	\$15.00	\$30.00	16
CR0047	TPDT 120 VAC Relay	1	\$30.90	\$30.90	15
TR0009-1S	TIMER, 1S OFF DELAY, 120VAC	1	\$434.00	\$434.00	30
3250001	Burner Ignition Transformer	1	\$323.65	\$323.65	8
5200022	Ignition Electrode Boot	2	\$40.35	\$80.70	37
5050005	Hydraulic Fluid Reservoir Clean Out Hatch Gasket	1	\$92.40	\$92.40	5
5050023	Hydraulic Fluid Reservoir Level Gauge / Switch	1	\$567.90	\$567.90	4
5351014	Burner Fuel Oil Pump	1	\$1,323.00	\$1,323.00	0
5993300	Blower Drive Coupling Hub (Motor)	1	\$437.55	\$437.55	4
5993301	Blower Drive Coupling Hub (Blower)	1	\$437.55	\$437.55	3
5993302	Blower Drive Coupling Grid / Cover Assembly	1	\$630.60	\$630.60	3
<b>Subtotal</b>				\$4,453.05	
<b>Grand Total</b>				<b>\$21,217.54</b>	

**CT-15-LP PARTS PRICING**

**PREFERRED RECOMMENDED SPARE PARTS LIST**

STOCK CODE	DESCRIPTION	QTY	PRICE PER EACH	TOTAL
S125-37	Pilot Ignition Electrode	6	\$59.80	\$358.80
4500004	Ignition Electrode O-ring	2	\$1.00	\$2.00
BN0025	Pilot Oil Nozzle	3	\$21.00	\$63.00
S125P4-A42	Pilot Mounting Gasket	2	\$17.10	\$34.20
BG0006	Burner Sight Glass	1	\$83.88	\$83.88
S119-24	Burner Cover Plate Gasket	1	\$43.50	\$43.50
BN0017	Main Oil Nozzle	2	\$21.30	\$42.60
S126-9	Oil Gun Mounting Gasket	2	\$15.00	\$30.00
S265-2	Low Fuel Level Switch	1	\$159.30	\$159.30
PS0010C	Combustion Air Differential Pressure Switch	1	\$907.95	\$907.95
PS0004-130	Burner Oil Pressure Switch	1	\$737.30	\$737.30
TS0001C2	Melting Tank Temperature Switch	1	\$1,277.40	\$1,277.40
3700098	Solenoid Valve Coil DIN Plug	1	\$23.30	\$23.30
270SV0012	Solenoid Valve Coil	1	\$75.30	\$75.30
270SV0044	Pilot Oil Safety Shut-off Valves, Main Oil Safety Shut-off Valves, High Fire Solenoid Valve	1	\$215.25	\$215.25
PT0023	PT3 - Burner Fuel Nozzle Pressure Transmitter	1	\$459.00	\$459.00
P15N4P300BK	Burner Fuel Pump Pressure Gauge	1	\$213.00	\$213.00
2809012	Burner Fuel Filter Element	6	\$30.45	\$182.70
2809017	Engine Primary Fuel Filter Element	2	\$86.10	\$172.20
5309103	Engine Secondary Fuel Filter Element	2	\$23.30	\$46.60
250-4.00X6	Burner Secondary Air Pipe Flex Sleeve	2	\$238.20	\$476.40
2300035	Burner Secondary Air Pipe Flex Sleeve Clamps	8	\$26.43	\$211.44
250-5.5625X7	Air Pipe Flex Sleeve	2	\$229.50	\$459.00
2500010	Air Pipe To Burner Flex Sleeve Band Clamp	4	\$9.45	\$37.80
2500006	Blower To Air Pipe Flex Sleeve Band Clamp	2	\$5.70	\$11.40
4100001P	Clean Out Door Fastening Handles	4	\$85.80	\$343.20
4990003M	Clean Out Door Fastener Bolt	4	\$52.50	\$210.00
S177-013	Melting Tank Clean Out Door Seal	1	\$81.00	\$81.00
BE0017	Flame Scanner	1	\$345.00	\$345.00
BSL0046	Burner Safety Control Amplifier	1	\$235.65	\$235.65
BSL0037	Burner Safety Control Programmer	1	\$840.45	\$840.45
BSL0042	Burner Safety Control Chassis	1	\$641.10	\$641.10
CR0032	12V Automotive Relay	1	\$17.10	\$17.10
CR0044	12 VDC Relay	1	\$13.20	\$13.20
<b>SUBTOTAL:</b>				<b>\$9,050.02</b>

**CT-15-LP PARTS PRICING**

**PREFERRED RECOMMENDED SPARE PARTS LIST CONT.**

<b>STOCK CODE</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>PRICE PER EACH</b>	<b>TOTAL</b>
CR0062	120 VAC DPDT Relay	1	\$46.50	\$46.50
CR0069	120 VAC SPDT Relay	1	\$45.45	\$45.45
CR0070	12 VDC SPDT Relay	1	\$34.35	\$34.35
TR0009-15	CR12/CR13	1	\$433.95	\$433.95
3250001	Burner Ignition Transformer	1	\$323.70	\$323.70
5200022	Ignition Cable Fitting Boot	2	\$40.35	\$80.70
5993106	Burner Fuel Pump Shaft Coupling (Motor Half)	1	\$23.55	\$23.55
5993103 *	Burner Fuel Pump Shaft Coupling (Pump Half)	1	\$23.70	\$23.70
5993105 *	Burner Fuel Pump Shaft Coupling (Insert)	1	\$15.30	\$15.30
3990092C	Burner Fuel Pump Motor	1	\$2,297.25	\$2,297.25
5352013M	Burner Fuel Pump	1	\$1,220.85	\$1,220.85
5990050	Blower Drive Belt	1	\$287.85	\$287.85
TE0008	Engine Coolant Temperature Transmitter	1	\$84.45	\$84.45

**SUBTOTAL:** \$4,917.60

\* PRICING COULD CHANGE

**TOTAL:** \$13,967.62

**PRICING IS BASED OFF WHAT WE CURRENTLY HAVE IN STOCK  
IF STOCK LEVELS CHANGE, PRICING MAY CHANGE AS WELL**

**DATE:** DECEMBER 9 2021