



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Council

Submitted by:

T. Richard

Todd Richard, Director, Public Works

Date: October 15, 2024

Subject: Truck 52 Replacement

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, Section 65 authorizes Council to expend funds for municipal purposes.

RECOMMENDATION or DECISION REQUEST

It is recommended that...

...that Council approves the purchase of a Switch-N-Go Truck Body Hoist system, mounted on a 2025 CV International Chassis and interchangeable bodies at a cost of \$190,186.48 plus 5% contingency and applicable taxes from Joe Johnson Equipment.

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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With the increasing amount of infrastructure, combined with the new service level expectations and multiple changing tasks in different locations, it was identified in the 2024-25 Capital budget to replace Truck 52.

DISCUSSION

Council approved the budget for the replacement of Truck 52. Staff reached out to Joe Johnson Equipment to secure pricing through cooperative procurement, described in the West Hants Procurement Policy.

Under the West Hants Regional Municipality Procurement Policy, under cooperative procurement outlines the use of Canoe Procurement. Canoe Procurement Group of Canada represents a partnership of Municipal Associations across the country, like the Nova Scotia Federation of Municipality (NSFM). Canoe Procurement is wholly owned and operated by its membership through a not-for-profit municipal association.

A quote was provided to WHRM through Canoe Procurement contract number 040924-FSC. The variations of switch-N-Go bodies add greater flexibility to the chassis. This setup creates greater efficiency and a broader range of use for this piece of equipment.

	Joe Johnson Equipment
Quote	\$190,186.49

NEXT STEPS

FINANCIAL IMPLICATIONS

2024-25 Capital Budget – Truck Replacement

Quote Pricing	\$190,186.49
Contingency (5%)	\$9,509.32
Non-Recoverable Tax (4.29%)	<u>\$8,566.95</u>
Total 2024-25 Expected Cost	\$208,262.76
2024-25 Total Budget Value	\$300,000.00
Variance (over budget)	\$91,737.24

Within the 2024-25 Capital Budget, this Truck Replacement is scheduled to be funded through long-term debt. As this equipment has come in under budget, there is an estimated \$7,824 savings in debt servicing for the Truck.

ALTERNATIVES

- Council could direct Staff to post a public tender specific to WHRM, however this would delay the process approximately one to two months. This is not recommended as it would prolong the delivery of the truck.

ATTACHMENTS

- Joe Johnson Equipment, Canoe pricing quote.

CHIEF ADMINISTRATIVE OFFICER REVIEW

The pricing is within the allocated funding approved within the 2024/25 Capital Budget and the procurement process is supported within the WHRM Procurement Policy.
I support the recommendation.

Report Prepared by: _____
Troy Burgess, Manager, PW Operations

Report Reviewed by:  _____
Todd Richard, PW Director

Report Reviewed by:  _____
Mark Phillips, Chief Administrative Officer



Contract 101221-VTR



canoe
procurement group of canada

QUOTATION - SWITCH-N-GO

Contract 101221-VTR

ACCOUNT	West Hants Municipality
CONTACT	Ian Duey
SOURCEWELL NO.:	101221
DATE	September 24/2024

To provide one (1) Switch-N-Go Interchangeable Truck Body Hoist system, Mounted on a Supplied 2025 CV International

Features:

Winch Cable Hoist System

Powder Coated Carbon Steel Construction

Electric Winch Cable Capacity with Swivel Hook and Cable V Roller

50 degree dump angle

Self-Engaging body lock to secure body for transport and dumping

Easy one person Loading, dumping and off loading

Installation Kit- includes the following: Power Wire, Ground Wire, Controller/Pendant, In-Cab harness, 600amp ANL fuse and Fender Mounting Kits

Installation extra

OPTION CONTENT:

PART NO.	DESCRIPTION	Order	US List
6670201	11' Electric hoist with 15,000lb winch - 12.6 ton dump capacity	1	\$ 15,490.00
6110501-KIT	Universal mounting bumper with light bars (Ford, Ram, GM chassis)	1	\$ 1,236.00
3170174	One pair of plastic fenders for 19.5 tires, with mounting brackets	1	\$ 509.00
4000201	Fuel filler rod	1	\$ 73.00
3304055	2" Receiver tube with hardware kit	1	\$ 69.00
3790034	Wireless controller for gen 2	1	\$ 694.00
6010100	Switch-N-Go® subframe compatible with bodies up to 11' in length with 4" high structural channel long rails - for direct mount vac option	1	\$ 1,690.00
6840002	11' Workready™ subframe with expanded metal floor edges (9" cutout included) - for mounting and transportation of Salt Spreader	1	\$ 3,757.00
6020111	11' Platform equipment body with 1/8" diamond floor & stake pockets on sides.	2	\$ 5,758.00
6401151	11' Medium duty drop box -	1	\$ 6,394.00
6944810	11' Dump body with 12" steel contractor fold down sides	1	\$ 8,403.00
4210130	7' x 18' Mesh tarp & hardware kit with retention bow kit, 98" aluminum w/ end collars *not installed* for SNG dump bed only	1	\$ 356.00
4210136	7.5' x 18' Mesh tarp & hardware kit with retention bow kit, 98" aluminum w/ end collars *not installed* for SNG drop box	1	\$ 374.00
Terms & Conditions: Pricing is in Canadian Dollars, taxes extra Quote Valid for 14 days Licencing Fees are extra	SUBTOTAL		\$ 50,561.00
	SOURCEWELL DISCOUNT: -3%		-\$ 1,516.83
	SUBTOTAL (US DOLLARS)		\$ 49,044.17
	EXCHANGE RATE: 38%		\$ 14,713.25
	2025 CV INTERNATIONAL 4X4 23,5000 GVW CHASSIS		\$110,000.00
	SNG PDI/INSTALL-WESTERIN PLOW BRACKETS + WIRING/WESTERN SALT SPREADER CONTROLLER+WIRING/AMBER LIGHT :		\$14,229
	FREIGHT		\$2,200.00
TOTAL PRICE			\$ 190,186.49

Respectfully Submitted,

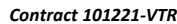
I, acknowledge that I have reviewed and accept the Terms & Conditions on pages two of this quotation.

By signing below, I agree to purchase the unit as outlined in the quotation above and as per the Terms & Conditions Attached

Parts and Service Support Representative

Signature

Date



1. **PAYMENT.** Payment in full is required at time of delivery of the vehicle specified on page one of this Agreement (the "Equipment"). The selling price specified on page one of this Agreement ("Purchase Price") does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Innisfil, ON. The Purchaser shall be responsible for and pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the seller, FST Canada Inc. o/a Joe Johnson Equipment ("JJE"), of any and all costs or expenses. In the event of cancellation of this Agreement, the Purchaser shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and JJE. The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Innisfil, Ontario.
2. **DEPOSIT.** If applicable and as set out on page one of this Agreement, any deposit shall be due and payable at the time of signing this Agreement. At delivery of the Equipment, the amount of the deposit shall be credited to the Purchase Price. If the Purchaser cancels or is in default with this Agreement in accordance with Section 8, any deposit paid by the Purchaser shall become forfeited to JJE as liquidated damages, as a genuine pre-estimate of its damages but without prejudice to any rights and remedies contained herein or which JJE may have at law.
3. **RISK OF LOSS.** After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. JJE reserves and Purchaser grants to JJE a purchase money security interest in the Equipment and all cash receivables or cash from resale thereof to secure the full payment and performance by Purchaser of its liabilities and obligations to JJE under this Agreement. If Purchaser is located in the Province of Québec, JJE reserves and Purchaser grants to JJE, at the discretion of JJE: i) a hypothec in the Equipment sold and all cash receivables or cash from resale thereof for a sum equal to the total amount of the orders plus an additional hypothec of 20%, the whole with interest thereon at the rate of twenty percent (20%) per annum from the date of the order, or ii) a reservation of ownership of the Equipment until full payment of the sale price notwithstanding delivery. Purchaser acknowledges that this document may be filed with the appropriate authorities as a financing statement and Purchaser agrees to execute and deliver such documents as JJE may request in order to perfect its security interest (or hypothec or reservation of ownership).
4. **FORCE MAJEURE.** JJE shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to civil commotion or riot, natural disaster, lightning, fire, earthquake, storm, flood, drought, severe weather conditions, other acts of God, disease, health epidemic or pandemic, accident, explosion, power surges, industrial action, boycotts, lockouts, strikes or other labor trouble or concerted acts of workmen, delays in transportation or delivery, shortages or inability to secure raw materials, fuel, power, machinery or other equipment necessary for production, currency restriction, embargo, acts of civil or military authority, acts of the public enemy, acts of war, action or inaction by a government (including a change in law), material changes in import or export duties, terrorism or threats of terrorism. JJE's shipping schedule shall be extended by a period equal to the time lost because of any excusable delay. In the event JJE is unable to perform in whole or in part because of any excusable cause, JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery caused by events outside our direct control. B) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or ~~leaving the Equipment shall be paid by the Purchaser~~
5. **WAIVER OF CLAIMS.** Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay resulting or arising from any cause in relation to this Agreement or the Equipment. Purchaser waives, to the fullest extent permitted by law, the application of all applicable laws relating to the sale of property in any jurisdiction. Buyer agrees that the provisions of ~~this Agreement are commercially reasonable~~
6. **TITLE.** Title to and ownership of the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain with and is reserved by JJE until payment in full of the Purchase Price together with all other amounts due hereunder. To the extent the Purchase Price is not fully paid, the Purchaser may not move the Equipment outside of Canada.
7. **DEFAULT.** If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE reasonably deems the Purchaser at risk of any of the foregoing, then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for ~~the use and depreciation of the Equipment and not for repair.~~
8. **RE-POSSESSION AND REMEDIES.** In the event of default by the Purchaser in Section 8 and subject to the applicable laws:
- a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against JJE or JJE's assigns.
- b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, ~~repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors or between solicitors and client~~
- c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce ~~any remedies available as a security and such action shall not constitute payment or a waiver of any term, provision or condition herein contained which it may have~~
9. **PRIVACY.** Purchaser hereby consents and authorize JJE and its affiliates, agents, subcontractors and representatives, from time to time, (a) to collect, verify, use, disclose and communicate to third parties (including credit bureaus, financial institutions, creditors, vendors, partners, regulatory agencies and other persons) any credit information, financial or other information about Purchaser (the "Information"), including personal information (if any) and information relating to their creditworthiness, financial capacity and payment history, as JJE deems necessary to process, complete, manage and enforce the transactions contemplated herein and any other existing or possible transactions, or as required or otherwise permitted by law; (c) to provide information to persons to whom JJE wishes to assign, grant an interest in or ~~extend the disposal of the Equipment under the representation, warranty and other provisions of this Agreement or purchase~~
10. **INTERPRETATION.** The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the Province in which it was made. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition.
11. **ENTIRE AGREEMENT.** It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or ~~guarantees, expressed or implied, statutory or otherwise, other than contained herein.~~
12. **ASSIGNMENT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Without the prior written consent of JJE, Purchaser will not, to the extent the Purchase Price has not been fully paid: (i) assign, transfer, pledge, hypothecate or otherwise encumber this Agreement, or the Equipment, any part thereof or any interest therein; or (ii) lend or lease the Equipment, any part thereof or any interest therein.
13. **DISCLAIMER.** Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, ~~or fitness for a particular purpose of the Equipment.~~
14. **INTEREST.** Interest or any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
15. **INSURANCE.** The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such ~~amount to be determined by JJE.~~
16. **TRADE-INS.** The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the JJE may be required to pay or discharge in respect of such machinery or equipment.
17. **ENGLISH.** The parties agree that they have requested that this Sales Agreement as well as any other documents relating to this Sales Agreement, including notices, schedules and authorizations, shall be drawn up in the English language only. *Les parties ont convenu que cette convention de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*
18. **FURTHER ASSURANCES.** The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.