



Supply and Delivery of Asphaltic Concrete

Contract 3032Q

1. Sealed quotations, plainly marked on the envelope:

CONTRACT 3032Q- SUPPLY AND DELIVERY OF ASPHALTIC CONCRETE

will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until 12:00pm, Local time:

Friday, May 4th, 2007

2. Your firm is invited to provide a quotation for the supply and delivery of Asphaltic Concrete products to the City of Richmond for the period May 14th 2007 to May 15th 2008. The approximate annual volume is 5,000 tonnes. Supply and delivery is on an “as and when” required basis.
3. Quoted prices are to be on a *per metric tonne* basis and must remain firm for the period listed in Item 2.
4. Inquires during the quotation submission period should be directed to:

<u>Purchasing</u>	
Art Trinidad	Telephone: 604-244-1244
Buyer/Stores Operations	Fax: 604-244-1227
Business & Financial Services	
5599 Lynas Lane	E-mail: atrinidad@richmond.ca
5. Bidders are advised that submissions of quotes shall be in compliance with the *Freedom of Information and Protection of Privacy Act*.
6. In the event that the description shown on the City’s form differs from that of your delivery ticket, please modify the City’s description to match that shown on your delivery ticket.
7. Payments will be made to suppliers based on each delivery ticket. Transactions will be posted daily accumulating all the activity from a respective supplier. Cheques will be issued weekly based on activity from the preceding week.

8. Quotations received will be posted to our casual Asphaltic Concrete Supply System. The City may, throughout the year, call for the supply and delivery of asphaltic concrete. Please ensure that the materials supplied to the City have been quoted and that a packing slip is left with our representative. The City shall not be obliged to pay a supplier who does not ensure that the materials supplied have been quoted to the Purchasing Section in advance.
9. The City will make an adjustment to the Contract prices where the asphalt work is affected by the following defined energy – related material shortages or changes in price.

- **Cost Escalation of Energy-Related Materials**

During the Contract term, the Supplier shall advise the Purchasing Section, in writing, along with a copy of the supplier's change in posted published prices at the refinery. The unit price of asphaltic concrete mix shall be adjusted for payment purposes from the date of receipt by the City, of the supplier's change in posted published prices at the refinery, using the following proportions as a basis for calculation:

- **Liquid Asphalt**

6% liquid asphalt by weight.

- **Heating Oil**

15.0 litres per metric tonne of asphaltic concrete mix supplied.

- **Natural Gas**

600 megajoules per tonne of asphaltic concrete mix supplied.

- **Propane, Butane**

30.0 litres per m. tonne of asphaltic concrete mix supplied.

Should there be any decrease in the posted prices, the supplier is responsible for notifying the City with a copy of the posted prices at the refinery. The unit prices of asphalt concrete mix shall be adjusted for payment purposes from the date of the manufacturer's change.

The City will only consider increases or decreases in excess of 5% on the above related materials. Increases in costs of other energy sources such as electricity, gasoline lube oil, diesel fuel for trucks, shall be allowed for in the supplier's unit prices and shall not be paid for by the City.

10. The lowest or any quotation will not necessarily be accepted.

QUOTATION FORM

Name of Firm Quoting:	
Address of Dispatch Yard:	
Phone #:	
Contact Name:	
Email Address:	

ITEM #	MATERIAL	EST. ANNUAL QUANTITY (TONNE)	PRICE PER TONNE	G.S.T.	P.S.T.	TOTAL PER TONNE
376	# 2 Bin 85/100 Hot Mix	6				
377	# 3 Bin 80/100 Hot Mix	3,750				
378	# 4 Bin 85/100 Hot Mix	335				
379	# 3 Bin MC2 Cold Mix	12				
to come	QPR High Performance Cold Patch					

PAYMENT TERMS _____ **EARLY PAYMENT TERMS** _____

SPECIFICATIONS

INSTALLATION OF ROADS, LANES AND ASPHALT WALKS

SECTION 4 ASPHALTIC CONCRETE PAVEMENT

4.01 SCOPE

This specification describes the materials, plant, equipment, construction procedure, workmanship and control required for the construction of hot-mixed, hot-laid, dense-graded asphaltic concrete pavement for roads, lanes and asphalt walks.

4.02 DEFINITION

Hot-mixed, hot-laid dense graded asphaltic concrete is defined as a paving material comprising essentially hot-mixed, hot-laid combination of coarse aggregate, fine aggregate, with or without mineral filler, uniformly coated and mixed with asphalt cement in a suitable and approved mixing plant.

4.03 MATERIALS

Course Aggregate: The course aggregate shall be crushed stone, crushed slag or crushed gravel conforming to the requirements of the Standard Specifications for Crushed Stone, Crushed Slag, and Gravel for Bituminous Concrete Base and Surface Courses of Pavements (ASTM Designation: D 692)

The Crush Factor, i.e., two or more surfaces fractured, shall be a minimum 60% by weight of aggregate retained on the 5 mm screen.

Fine Aggregate: The fine aggregate shall consist of natural sand, or sand prepared from stone, air-cooled from blast furnace slag, or gravel, or combination thereof, and shall conform to the requirements of the Standard Specifications for Fine Aggregate for Sheet Asphalt and Bituminous Concrete Pavements (ASTM Designation: D 1073, grading number 2)

Mineral Filler: The mineral filler shall conform to the Standard Specifications for Mineral Filler for Sheet Asphalt and Bituminous Concrete Pavements (ASTM Designation: D 242). Mineral filler, combined with the coarse and fine aggregates must meet the grading requirements of this paving mix specification.

Asphalt Cement: The asphalt cement shall conform to the Tentative Specifications for Asphalt Cement for Use in Pavement Construction (ASTM Designation: D 946). The penetration grade used shall be 85-100. Other penetration grades shall not be used without written permission from the Engineer.

Approval: All sources of materials shall be approved by the Engineer before they are used in the production of asphaltic concrete.

4.04 MIX DESIGN

- (a) General: The Contractor is required to submit to the Engineer a mix design and test results for each type of mix called for in the contract. Each mix design must meet the design criteria as set forth within these specifications.

The Engineer is to be informed of any change of aggregate course and any change in the combined blend of aggregates, also the screen sizes and bin weights used in each type of mix and each mixing plant. Any changes made by the Contractor must be substantiated by tests. Results are to be submitted to the Engineer as and when required.

- (b) Composition of Mixture: The finished asphaltic concrete mixture shall conform to one of the compositions by weight given in Table 4.04-1
- (c) Asphalt Content: The asphalt content selected for the paving mixture shall be the average of the asphalt contents provided by the following three criteria from the Marshall Test procedure:
- i) The median for the limits for per cent air voids specified in Table 4.04-2 for the category of traffic for which the paving mixture is being designed,
 - ii) the peak of the density curve, and,
 - iii) the peak of the stability curve.
- (d) Physical Requirements for Mixtures: The finished asphaltic mixture shall conform to the physical requirements of Table 4.04-2 for the traffic conditions that apply to the particular roadway type.
- (e) Tolerances: A job mix formula shall be selected that meets the requirements of Tables 4.04-1 and 4.04-2 and which is suitable for anticipated traffic conditions and climate. The allowable variation from the job mix formula in the grading of the aggregate, as shown by sieve analysis of materials in the plant bins, are + 2% in the total passing the 2.5 mm (#8) sieve, and + 1% in the total passing the 80 mm (#200) sieve. The allowable variation from the job mix formula in the asphalt content as indicated by extraction tests of the finished mixture is + 0.2%.

TABLE 4.04-1
Composition of Asphaltic
Concrete Paving Mixtures

COMBINED AGGREGATE IN THE DRY MIX - PERCENT PASSING

SIEVE SIZE	TYPE I BASE MIX	TYPE II BASE OR LEVELLING MIX	TYPE III SURFACE MIX	TYPE IV FINE SURFACE MIX
40 mm (1 ½")	100			
28 mm (1 1/8")	72 - 100			
20 mm (3/4")	60 - 90	100		
14 mm (½")	50 - 82	80 - 100	100	
10 mm (3/8")	42 - 75	70 - 94	80 - 100	100
5 mm (#4)	30 - 62	50 - 80	55 - 80	91 - 100
2.5 mm (#8)	20 - 50	35 - 65	35 - 65	69 - 88
1.25 mm (#16)	12 - 40	25 - 52	25 - 52	50 - 72
630 um (#30)	6 - 30	18 - 40	18 - 40	29 - 50
315 um (#50)	5 - 26	15 - 35	15 - 34	20 - 40
160 um (#100)	2 - 15	8 - 20	8 - 20	7 - 18
80 um (#200)	1 - 8	2 - 10	3 - 10	4 - 10
Max. Size Aggregate	40 mm	20 mm	14 mm	10 mm
Min. Thickness Per Course	65 mm	40 mm	25 mm	20 mm
Max. Thickness Per Course	130 mm	80 mm	50 mm	40 mm
Nominal Asphalt Content (Approx. Range)	3.7% - 4.7%	4.7% - 5.7%	5.7% - 6.7%	6.7% - 7.7 %

TABLE 4.04-2

**Physical Requirements for Dense-Graded Asphaltic
 Concrete Paving Mixtures for Roads, Lanes and Walks**

Property of Lab Compacted Paving Mixture	Test Requirements for the Category of Traffic Condition			
	Lanes Walks & Courts	Residential Streets & Parking Areas	Industrial Roads	Section-line Roads
Number of Blows, each face of test specimen	75	75	75	75
Marshall Stability lbs. @ 60 degrees C	750	1000	1200	1500
Flow Index * (Units of 0.01")	6 - 20	6 - 18	6 - 16	6 - 14
Percent Air Voids ** Surface Course	2 - 5	2 - 5	3 - 5	3 - 5
Percent Air Voids ** Base Course	--	--	3 - 5	3 - 5

* Measure at pint where load just begins to decrease.

** Portion of asphalt cement absorbed into aggregate to be allowed for when calculating Percent Air Voids.

4.05 MIXING PLANT OPERATIONS

- (a) Aggregate Storage: The different sizes of aggregates used shall be kept separate and adequate provision shall be made to keep them from becoming mixed or otherwise contaminated.
- (b) Preparation of Asphalt Cement: The selected mixing temperature of the asphalt cement shall be that temperature which will cause the Saybolt Furol Viscosity of the asphalt cement to be within the range 75 - 100 seconds @ 60 degrees C (Kinematic Viscosity 150 to 310 Centistokes)
- (c) Preparation of Mineral Aggregates: The coarse and fine aggregates shall be fed by feeders to the cold elevator or elevators in their proper proportions and at a rate to permit correct and uniform temperature control of the heating and drying operation. The aggregates shall be dried and delivered to the mixer at a temperature between 135 degrees C and 165 degrees C. Immediately after heating they shall be screened into appropriately segregated bins. If aggregates contain sufficient moisture to cause foaming in the asphalt mixture, they shall be removed. In no case shall the moisture content exceed 0.25% by weight.
- (d) Preparation of Mixtures: Each size of hot aggregate, mineral filler, if employed, and the asphalt cement, shall be measured separately and accurately to the proportions in which they are to be mixed. The aggregates shall be mixed dry for a period of approximately 15 seconds. The asphalt cement shall then be added in an evenly spread sheet over the full length of the mixer box, except that with continuous mixers the asphalt cement shall be evenly spread across the mixer box. The mixing shall be continued for a period of not less than 30 seconds. For continuous mixing plants, the total mixing time shall be not less than 45 seconds when calculated by the formula in paragraph 4 (d) of ASTM D 947.
- (e) Mixing Plant Inspection: The Engineer or his authorized representatives shall have access at any time to all parts of the mixing plant.

General Conditions of the Contract

1. Definitions

The two parties to the contract/Purchase Order are the Contractor and the City, defined as follows:

The Contractor: The successful bidder for the work upon receipt of a purchase order and/or written acceptance of his Quotation from the City.

The City: City of Richmond.

Acceptance of the City of Richmond Purchase Order deems acceptance of all conditions of the Supply and Delivery Contract.

2. Responsibility For Supplies

The Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and the contractor shall bear all risks of loss or damage to rejected supplies after notice of rejection.

3. Inspection

All supplies shall be subject to inspection and test by and shall meet the approval of the Manager of Purchasing and Risk and his decision shall be final and binding upon all parties.

In case any supplies or lots of supplies are defective in material or workmanship otherwise not in conformity with the specifications of the contract, the Manager of Purchasing and Risk shall have the right either to reject them or to require their correction.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

4. Warranty

Unless otherwise specified, the contractor warrants that in the manufacture of the supplies only the best workmanship and materials have been employed and if, within a period of one (1) year from the date of acceptance of the supplies by the City, such supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the contractor agrees, to replace such defective supplies forthwith without expense to the City.

General Conditions Con't

5. Payments

The contractor shall be paid within 30 Days after the submission by the contractor of properly prepared invoices to the Accounts Payable Section for supplies delivered and accepted or services rendered and accepted. However, the City may withhold an amount equal to two times the value of goods or services not provided by the Contractor from any amounts owing to the Contractor.

6. Indemnification and Insurance

The Contractor will indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement.

7. Liens

The Contractor shall fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise.

8. Patent Fees

The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

9. Default

- (a) The City may, by notice of default to the contractor, terminate the whole or any part of this contract if the contractor fails to make delivery of the supplies within the time specified, or to perform any other provisions of this contract.
- (b) In the event the City terminates this contract in whole or in part as provided in clause (a) the City may procure supplies or services similar to those so terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.
- (c) The contractor shall not be liable for any excess costs under clause (b) if failure to perform the contract arises by reason of strikes, lockouts, acts of God or acts of the City.

General Conditions Con't

10. Taxes

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Contract/Purchase Order, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices must show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

11. Laws

The laws of British Columbia shall govern the work.

12. Time

Time shall be the essence in this Contract.

13. Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other.

14. Changes

The City may make changes to the Contract and time and value shall be adjusted accordingly, except for emergencies all changes shall be made by written order.

15. Notices

Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Manager at "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.