



Supply and Delivery of Ready Mixed Concrete

Contract 3034Q

1. Sealed quotations, plainly marked on the envelope:

**CONTRACT 3034Q- SUPPLY AND DELIVERY OF READY MIXED
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 ready mixed concrete for the City of Richmond's on-call requirements for the period May 14th 2007 to May 15th 2008. The approximate annual on-call requirement is 2,000 cubic metres plus additives, delivery, etc.
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 submission of Quotation should be directed as follows:

<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 to 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 tickets.
7. Payments will be made to suppliers based on each delivery ticket. Transactions will be posted daily accumulating all the activity from a respective Vendor. Cheques will be issued weekly based on activity from the preceding week.

8. Quotations received will be posted to our on-call concrete supply. The City may, throughout the year, call for the supply and delivery of concrete. Please ensure that the materials supplied to the City have been quoted and that a packing slip is left with our representative. Failure to ensure that the materials supplied have been quoted to the Purchasing Section shall result in non-payment of invoices for those materials.
9. The City will make an equitable 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 not necessarily accepted.

QUOTATION FORM

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

Material Schedule

ITEM	MATERIAL	UNIT COST	G.S.T.	P.S.T.	TOTAL
714	Concrete 15mm Aggregate Type 10 32 MPA	_____ M3	_____	_____	_____
715	Concrete 15mm Aggregate Type 30 High Early 32 MPA	_____ M3	_____	_____	_____
384	Concrete Extruded Curb Mix 32 MPA	_____ M3	_____	_____	_____

Note: MPA based on 28 day compressive strength

PAYMENT TERMS _____ EARLY PAYMENT TERMS _____

Additives and Trucking Schedule

ITEM	ADDITIVES & TRUCKING	COSTS		G.S.T.	P.S.T.	TOTAL
385	Concrete - High Early Strength	_____	M3	_____	_____	_____
386	Hot Water	_____	M3	_____	_____	_____
391	Mixes using 10mm Aggregate	_____	M3	_____	_____	_____
392	Cartage Rate less than 1 M3	_____	Unit	_____	_____	_____
393	Cartage Rate greater than 1.1 M3 less than 2 M3	_____	Unit	_____	_____	_____
394	Cartage Rate greater than 2.1 M3 less than 3 M3	_____	Unit	_____	_____	_____
395	Cartage Rate greater than 3.1 M3 less than 4 M3	_____	Unit	_____	_____	_____
398	Cartage Rate greater than 4.1 M3 less than 5 M3	_____	Unit	_____	_____	_____
399	Cartage Rate greater than 5 M3 less than 6 M3	_____	Unit	_____	_____	_____
400	Stand by Time	_____	Hour	_____	_____	_____
401	Move Charge	_____	Unit	_____	_____	_____

ITEM	ADDITIVES & TRUCKING	COSTS		G.S.T.	P.S.T.	TOTAL
	Lead time required to have concrete on site	_____	Hrs.	_____	_____	_____
402	Concrete Pumper Truck	_____	Hrs.	_____	_____	_____
	Concrete Pumping	_____	M3	_____	_____	_____
403	Non Chloride Accelerator (856 Pozz-U-Teck 20)	_____	Lts.	_____	_____	_____

SPECIFICATIONS

Excerpts from City of Richmond "Schedule F"
Specifications for Installation of
Concrete Sidewalk, Extruded Curb and
Combined Curb and Gutter

SECTION 3 - CONCRETE DESIGN, HANDLING AND TESTING

3.1 SCOPE

These Specifications shall cover material requirements, design, subsequent properties, handling and testing of concrete used for sidewalks, extruded curb and curb and gutter.

3.2 APPLICABLE STANDARDS

The latest revisions of the following CSA standards shall apply;

CAN3-A5-M77	Specifications for Portland Cement
CAN3-A23.1-M77	Specifications for Concrete and Materials and Methods of Concrete Construction
CAN3-A23.2-M77	Specification for methods of Test for Concrete

3.3 MATERIALS

(a) Cement

The cement shall be Portland cement conforming to CSA A-5, Type 10; upon approval of the Engineer, other types and/or kinds will be permitted.

(b) Fine Aggregate

Fine aggregate (smaller than 10 mm sieve size) for concrete shall conform to CSA A-23.1 Clause 5.3.

(c) Coarse Aggregate

Coarse aggregate (larger than 10 mm sieve size) shall be gravel, crushed stone or slag conforming to CSA A-23.1 Clause 5.4 with maximum size as specified further herein.

(d) Water

The water shall be clean and free from injurious amounts of oils, acids, alkalies, organic materials, sediments or other deleterious substances and shall conform to CSA A-23.1 Clause 4.

(e) Admixtures

Admixtures as specified in CSA A-23.1 Clause 6 may be used by the concrete producer in order to achieve the qualities of strength, uniformity, durability, workability, acceleration or retardation called for under this Specification or required by job conditions, and only if approved by the Engineer.

(f) Joint Filler

Expansion joint filler shall be of the pre-formed, non-extruded, bituminous type, 14 mm thick, and conforming to ASTM-D1751.

3.4 STORAGE OF MATERIALS FOR CONCRETE

(a) Cement

Cement shall be stored so as to prevent deterioration or contamination. Cement which has become caked, partially set or otherwise deteriorated, damaged or contaminated shall be rejected.

(b) Aggregates

The aggregates shall be stored and handled separately so as to preserve the gradation and cleanliness of the material. Segregation and/or contamination are cause for rejection and the deficient material shall be removed and replaced.

3.5 DESIGN OF CONCRETES

(a) Control

All concrete shall be controlled concrete in accordance with CSA A-23.1 Clause 18.

(b) Strength and Composition

All concrete shall have a minimum compressive strength of 30 MPa at 28 days. Slump shall be 80 mm and maximum size aggregate shall be 20 mm.

Entrained air content shall be maintained between 2% and 4%.

(c) Bleed Water

The City requires that all concrete supplied present no bleed water. Acceptance/rejection of concrete presenting minimal bleed water will be at the discretion of City Staff. Testing for bleed water is not to be carried out at the required worksite.

(d) Mix Design

The concrete mix design shall be the responsibility of the ready-mix supplier if plant mix is used (preference shall be for use of plant mix concrete), or of the Contractor if he chooses to mix on site in which case he shall be required to employ the services of a recognized independent testing company to do the mix design for him in accordance with CSA A-23.1 Clause 14.

3.6 BATCHING AND MIXING

The materials shall be measured and batched in accordance with the requirements of CSA A-23.1 Clause 18.1 and 18.2. Weigh-batch apparatus for conventional type mixes shall also meet the same requirements.

(a) Plant Mix

Plant Mix concrete shall be used throughout in accordance with CSA A23.1 Clause 18.3.

(b) Site Mix

Site mix concrete may be used only if allowed by the Engineer and then only if method of storing material, batching, mixing material, and type of mixing equipment is approved by the Engineer.

(c) Mixing Time

The concrete shall be mixed until there is a uniform distribution on the materials and shall be discharged completely before the mixer is recharged. For job-mixed concrete the mixer shall be rotated at the speed recommended by the manufacturer and mixing shall be continued for at least two minutes after all materials are in the mixer. For mixers larger than one cubic metre capacity, the minimum mixing time shall be increased 20 seconds for each additional cubic metre of concrete or fraction thereof.

(d) Cold Weather

When the temperature is below, or is likely to fall below, 5 degrees Celsius during the 24 hour period after placing, adequate equipment shall be provided for heating the concrete material. Temperatures of the separate materials, including the mixing water when placed in the mixer, shall not exceed 60 degrees Celsius. When placed in forms the concrete shall have a temperature between 10 degrees C and 32 degrees Celsius.

(e) Hot Weather

In hot weather, delivery of concrete to the job site shall be scheduled such that placement can be made within 15 minutes of its arrival.

3.7 TESTING OF CONCRETE

(a) Testing Company

Concrete testing shall be done by a recognized independent testing company appointed by the Contractor subject to the Engineer's approval and the cost of this testing shall be borne by the Contractor.

(b) Strength Test

Strength tests shall comply with CSA Standard CAN3-A23.1-M77 except that one strength test shall comprise three test cylinders and will be required for each pour or for each 100 cubic metres of concrete. One cylinder shall be tested for ultimate compressive strength at the age of seven (7) days, one at fourteen (14) days and one at the age of twenty-eight (28) days.

The cylinders shall be removed from the site no sooner than twelve (12) hours nor later than twenty-four (24) hours by a representative of the testing company, and cured for the remainder of the time till they are broken under standard conditions of temperature and humidity in accordance with CSA Test Method A23.2-9c and 14c. Field cured cylinders will not be taken except with the express order of the Engineer in accordance with CSA Test Method A23.2-3c.

(c) Slump and Air Content Tests

Tests for air content, carried out in accordance with CSA Test Method A23.2-4c or 7c, and slump (A23.2-6c) shall be taken from each day's pour at the same time that the test cylinders are made and a record shall be kept. The Inspector employed by the testing company shall notify the Engineer immediately if the results of these tests are not in conformity with the Specifications in order that the fault may be corrected at once on the site.

3.8 STRENGTH REQUIREMENTS

The strength level of each class of concrete shall be considered satisfactory if the averages of all sets of three consecutive strength tests for that class of concrete, at one age, equal or exceed the specified strength and no individual strength test is more than 3.5 MPa below the specified strength, in accordance with Clause 17.5 of CSA Standard CAN3-A23.1-M77.

If any of the criteria of the foregoing clause are not met, the Engineer shall have the right to require remedial measures or further tests as outlined in Clause 17.6 of the foregoing CSA Standard.

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.