



Supply and Loading of Sand & Gravel

Contract 3523Q

1. Sealed quotations, plainly marked on the envelope:

CONTRACT 3523Q - SUPPLY AND LOADING OF SAND & GRAVEL

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

Monday, May 11, 2009

2. The City of Richmond invites quotations for the Supply and Loading of Sand and Gravel on an “as and when required” basis for the period of May 18, 2009 to May 19, 2010. Requirements for the City’s capital projects are not included in this Request for Quotation.
3. Quoted prices are to be on a *per metric tonne* basis and must remain firm for the period listed in Quotation Forms.
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. Quotations received will be posted to the City’s “Sand and Gravel Program” As the City calls for the supply of products, suppliers shall ensure that the materials provided have been quoted to the City and are described on the packing slip the same as shown on the City’s “Schedule of Products and Pricing”. In the event 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. All goods are to be signed by a City representative who shall retain a copy of the signed delivery ticket and forward to the Works Yard Clerks for payment. All additions and changes to quotations must be communicated to the Buyer in Stores Operations as listed.
8. Materials shall comply to the City's specifications and to the British Columbia Ministry of Highways Specifications; the more stringent specifications shall take precedence over the former.
9. Bidders shall attach to their quotation a gradation chart and/or product composition description.
10. The lowest or any quotation not necessarily accepted.

QUOTATION FORM

Name of Firm Quoting:	
Address:	
Phone #:	
Location of Plant	
Contact Name :	
Email Address:	

ITEM #	SPECIFICATION #	DESCRIPTION	ESTIMATED ANNUAL USE (TONNES)	PRICE PER TONNE	GST	PST	TOTAL
366		Concrete Sand		\$	\$	\$	\$
367		Fine Washed Sand		\$	\$	\$	\$
361		Pump Sand	300	\$	\$	\$	\$
339		Fill Sand (Bank)		\$	\$	\$	\$
370		5mm Birdseye		\$	\$	\$	\$
364		Crushed Screenings		\$	\$	\$	\$
352		19-25mm Minus Road Base	15,000	\$	\$	\$	\$
340		75mm Minus Road Base	1,200	\$	\$	\$	\$
341		150MM Minus Road Base		\$	\$	\$	\$
342		40mm Stone		\$	\$	\$	\$
343		25mm Clear Crush	2,500	\$	\$	\$	\$
344		40mm Clear Crush		\$	\$	\$	\$
345		25mm Minus Limestone		\$	\$	\$	\$
373		50mm-150mm Riverstone		\$	\$	\$	\$
346		25mm Minus	700	\$	\$	\$	\$

ITEM #	SPECIFICATION #	DESCRIPTION	ESTIMATED ANNUAL USE (TONNES)	PRICE PER TONNE	GST	PST	TOTAL
		Reclaimed Concrete					
347		75mm Minus Reclaimed Concrete	1,200	\$	\$	\$	\$
356		25mm Clear Crush Recycled		\$	\$	\$	\$
349		25mm Recycled Asphalt & Concrete	4,200	\$	\$	\$	\$
362		Single Screen Shredded Soil		\$	\$	\$	\$
363		Double Screen Shredded Soil		\$	\$	\$	\$
374		Playfield Fairway Sand 3m - Includes Delivery	2,650	\$	\$	\$	\$
351		450 mm Rip Rap (Reclaimed Concrete)	3,560	\$	\$	\$	\$
358		75 mm Clear Crush - Reclaimed Concrete	250	\$	\$	\$	\$
359		12' - 18' Rip Rap Rock	2,550	\$	\$	\$	\$
360		150 mm Clear Crush Reclaimed Concrete	250	\$	\$	\$	\$
531		All Weather Sports field Blend (Gyro)	520	\$	\$	\$	\$

PAYMENT TERMS _____ **EARLY PAYMENT TERMS** _____

SAND AND GRAVEL GRADATION CHART

Amounts shown are the percentage passing the corresponding metric sieve size. Slight variances in these amounts are acceptable.

Metric Sieve Size	Spec #1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13
75mm											100		100
56mm									100				85
40mm								100	75-100		95		
28mm							100	90	75-90	100	80		
20mm								5	5	97	25	100	70
14mm			100					1	1	40	10		60
12.5mm			98							20			
10mm	100		98	100	100		60-95			5		75	50
5mm	95	100	95	75		99	40-70			2	5	5	30
2.5mm	90	75-100	85	5	50		25-50						15
1.25mm	75	55-100	75	1		50	15-35						
0.630	30-100	50				30	10-25						
0.315mm	25	0-70	25			20	5-20						
1.60mm	5	0-40	10			10	3-15						10
0.080mm	2	0-10	5			5	2-10						5

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.

5. Payments

Payments will be made to suppliers based on each delivery ticket. All goods are to be signed by a City representative who shall retain a copy of the delivery ticket and forward to the Works Yard Clerks for payment. Transactions will be posted daily accumulating all the activity from a respective vendor. Cheques will be issued bi-weekly. This eliminates the need for invoices.

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.

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.