

OCTOBER 20, 2006

CITY OF ANN ARBOR
INVITATION TO BID
OPERATING MATERIALS- 22X SLAG, 30A SLAG,
2A LIMESTONE, OHIO #2 LIMESTONE, 21A LIMESTONE, 23A LIMESTONE,
FLOAT STONE, 22A ROAD GRAVEL, CLASS II SAND, TOPSOIL, 6A Limestone
Washed, AND MASON SAND

BID NO. 3825
DUE: FRIDAY NOVEMBER 10, 2006

Sealed bids will be received (**ORIGINAL PLUS ONE (1) COPY**) by the City of Ann Arbor's Procurement on or before 2:00 p.m., FRIDAY NOVEMBER 10, 2006 at which time they will be opened and publicly read aloud.

Specifications are attached.

We have enclosed our Human Rights Work Utilization Forms to be filled out and returned with your bid or you may submit an updated EEO-1 with your bid. Submittal of these forms with your bid is not a requirement of this bid; however, the first and second low bidders are required to complete a contract compliance form or an acceptable equivalent by no later than 5:00 p.m. of the workday following the opening.

No bidder may withdraw his bid within 60 days after the date set for the opening thereof.

The City of Ann Arbor reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).

The decision of the City of Ann Arbor, acting through the Procurement Division, shall be final as to what constitutes acceptable deviations from specifications.

All envelopes must be marked, "OPERATING MATERIALS". We cannot be responsible for any bid not marked as stated above.

Authorized

CITY OF ANN ARBOR

GENERAL: The City of Ann Arbor's Procurement Division is soliciting bids for its Operating Materials-2X Slag, 30A Slag, 2A Limestone, Ohio #2 Limestone, 21A Limestone, and 23A Limestone, 6A Limestone, Float Stone, 22A Road Gravel, Class II Sand, Topsoil and Mason Sand.

MATERIAL SPECIFICATIONS: All material specified shall meet or exceed the "MDOT" 2003 Standard Specifications for construction.

CONTACT PERSON: If there are any questions concerning this bid, please contact Kirk Pennington, Field Operations Supervisor at (734) 994-1617, Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m.

QUANTITY: **These quantities shown are for estimating purposes only, not a guarantee of actual usage.**

DELIVERIES: Supply & Transport to the City of Ann Arbor yard and/or various other locations will be on an "AS NEEDED BASIS ONLY".

INSPECTION: Any materials not meeting "MDOT" specifications shall be removed and made good by the vendor at his expense regardless of any previous inspection or final acceptance.

AWARD: The award will be to the lowest total bid, split on an item-by-item basis or in any manner deemed to be in the best interest of the City of Ann Arbor. The City of Ann Arbor reserves the right to reject low bids which do not meet specifications.

NOTE: Previous experience and performance may be a factor in making the award.

CONTRACT PERIOD AND TERMS:

CONTRACT PERIOD: Two-year contract to start approximately November 10, 2006 through November 10, 2008.

RENEWAL: The proposed agreement may be renewed for up to two one (1) year periods, provided that by 45 days prior to end of the contract both parties agree to an extension under the same terms and conditions as exist in the current contract.

NOTE: If cost exceeds \$10,000.00 on any individual item this bid will require Human Rights/Living Wage Compliance and if cost exceeds \$25,000.00, will require City Council approval; otherwise contract will start immediately with the lowest responsible bid.

ERRORS/OMISSIONS/DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective

contractor and/or service provider shall be brought to the attention of the City of Ann Arbor's Procurement Division (734) 994-2719 as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Insurance Requirements: Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by Michigan Law.
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
3. Motor Vehicle Liability, including Michigan No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

Certificates showing the Contractor has the required insurance shall be filed with the Procurement Division before any services are performed. Certificates shall provide not less than 30 days prior written notice to the Administering Department cancellation, non-renewal, reduction in the amount of insurance, or material change of terms of the policy. The certificate for the insurance shall name the City as an additional insured party and provide for notice to the Administering Department during the term of this contract for any action taken in accordance with this provision. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver renewal certificates and/or policies to the Administering department at least ten days prior to the expiration date. The insurer must be satisfactory to

the City attorney.

Contractor will maintain all required insurance of the parties as specified during the existence of this agreement, including renewals.

DEFAULT: If defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persist, the City of Ann Arbor will notify the contractor in writing. The

contractor will be given ten (10) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 10 days' notice to the bidder. The City shall provide notice of termination by first-class mail to the bidder at the address listed in the bid documents. If notice is provided by first-class mail it shall be considered delivered when placed, postage prepaid, in the U.S. Mail.

If the contract is terminated for reasons other than breach of contract by the bidder, the bidder shall be compensated for services provided prior to the date of the notice of termination.

PLEASE CHECK: We have read the attached specifications thoroughly?

Yes No

Are all exceptions to the attached specifications properly outlined?

Yes No

Cancellation Of Fiscal Necessity: In the event an appropriation is not made for continued funding of the service provided under this contract, the City of Ann Arbor shall have the right to cancellation of all or part of the contract, without penalty.

INVOICE TERMS: Discount of _____% or \$_____ will be allowed for payment of invoice thirty (30) days from day of

delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

The City of Ann Arbor reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor, a binding contract will be in effect for the delivery of the goods in accordance with the bid.

All SEALED envelopes must be marked BID NO. 3825, "SEASONAL SUPPLY-OPERATING MATERIALS" with a label. We cannot be responsible for any bid not marked as stated above.

RETURN BID TO: CITY OF ANN ARBOR
PROCUREMENT
P.O. BOX 8647
ANN ARBOR, MI 48107

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Company's Representatives:

Signature: _____ Printed: _____

Date: _____ Title: _____

Phone Number: _____ Fax Number: _____

E-Mail: _____

(MDOT SPECS)

ITEM NO. 1 - MISCELLANEOUS ITEMS:

Supply & Transport to Various Locations throughout the City as needed. Material to meet MDOT 2003 Specifications - Standards as described below:

(Below)6. Float Stone - Section 9.02.03 course aggregates for Portland cement concrete, page 693 and 694.

(Below)7. 22A Road Gravel - Section 8.02.04 Dense-Graded

Aggregates, Page 489.

Estimated Annual Purchase: 2,970 Tons

Minimum Purchase Amount: 50 Tons

(Below) 8. Class II Sand -Section 9.02.08 Granular Materials for Fill and Sub-base, Page 700. Modified such that 100 percent shall pass a 2" square sieve and have a uniformity coefficient greater than 6.

Estimated Annual Purchase: 2,600 Tons

Minimum Purchase Amount: 50 Tons

(Below) 9. Topsoil -Section 917.07 Topsoil. Topsoil shall consist of the dark, organic, natural surface soil encountered on the project, exclusive of any peat or muck, page 805.

Estimated Annual Purchase: 580 Cubic Yards

Minimum Purchase Amount: 40 Cubic Yards

(Below) 10. Mason Sand/2MS -Section 9.02.09 fine aggregates for portland cement and mortar (a. natural sand), page 700.

Estimated Annual Purchase: 115 Tons

Minimum Purchase Amount: 25 Tons

(Below) 12. 6A Limestone Washed - Table 902-1

Estimated Annual Purchase: 2000 Tons

Minimum Purchase Amount: 50 Tons

QUOTATION: We hereby offer to furnish and deliver F.O.B. Destination, Freight Prepaid material specified above to various locations throughout the City as needed at a cost of per ton and/or cubic yard as outlined below:

<u>DESCRIPTION</u>	<u>APPROX. QUANTITY</u>	<u>x</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>	<u>FROST LAWS IN EFFECT ADDITIONAL FREIGHT</u>
1. 22X Slag (Parks)	400 tons	x	\$ _____/T =	\$ _____	\$ _____/T
2. 30A Slag (Parks)	400 tons	x	\$ _____/T =	\$ _____	\$ _____/T
3. 2A Limestone (not MDOT Spec.) To be delivered in 400, 800, or 1200 tons	2800 tons.	x	\$ _____/T =	\$ _____	\$ _____/T
4. Ohio #2 Limestone	115 tons	x	\$ _____/T =	\$ _____	\$ _____/T
5. 21A Limestone	600 tons	x	\$ _____/T =	\$ _____	\$ _____/T
6. Float Stone	170 tons	x	\$ _____/T =	\$ _____	\$ _____/T
7. 22A Road Gravel	2,970 tons	x	\$ _____/T =	\$ _____	\$ _____/T
8. Class II Sand, Modified	2,600 tons	x	\$ _____/T=	\$ _____	\$ _____/T
9. Topsoil	580 Cyds.	x	\$ _____/cyd =	\$ _____	
10. Mason Sand/2MS	115 Tons	x	\$ _____/T =	\$ _____	
11. 23A Limestone (not MDOT Spec.) To be delivered in 400, 800, or 1200 tons)	2800 Tons	x	\$ _____/T =	\$ _____	
12. 6A Limestone Washed	2000 Tons	x	\$ _____/T =	\$ _____	

Prices to be firm to November 10,2008.

CERTIFICATION: We hereby certify that the material specified (items 1,7,8,9, and 10 will meet or exceed the "City of Ann Arbor and MDOT 1990 Standard Specifications" in every respect.

AUTHORIZED REPRESENTATIVE SIGNATURE

PRINTED SIGNATURE

COMPANY

ADDRESS

BY

CITY

STATE

ZIP

TITLE

TELEPHONE NO.

FAX NUMBER NO.

DATE: _____

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Entire Organization (Totals for All Locations where applicable)

Date Form Completed _____

Name of Company/Organization _____

Person Completing Form _____

Name of President _____

Address _____
(Street Address) (City) (State) (Zip Code)

County _____ Phone _____

Email Address _____ Fax _____

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one Category)												Total of Columns A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L	A-L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

Questions about this form? Call 734-994-2719.