

CONTRACT DOCUMENTS
FOR
U.P.M. HIGH PERFORMANCE COLD PATCH



Due Date: Friday, August 29, 2013 at 10:00 A.M.

BID NO. ITB- 4298

PUBLIC SERVICES AREA/FIELD OPERATIONS
Administering Service Area/Unit

CITY OF ANN ARBOR
301 E. Huron Street
Ann Arbor, Michigan 48107

TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents	TC-1
Advertisement	AD-1
Instructions to Bidders	IB-1 to 2
Invitation to Bid	ITB-1 to 2
Bid Forms.....	BF-1 to 2
General Conditions.....	GC-1 to
Detailed Specifications.....	DS-1 to 2
<u>Appendices</u>	
Appendix A: Contract Compliance Forms	
Appendix B. Purchase Order Terms and Conditions	

ADVERTISEMENT
FOR
U.P.M. HIGH PERFORMANCE COLD PATCH

CITY OF ANN ARBOR, MICHIGAN
BID NO. ITB-4298

The Procurement Office, Fifth Floor, Larcom City Hall will receive sealed Bids, on or before 10:00 a.m., August 29, 2013, for the U.P.M. High Performance Cold Patch. All bid envelopes must be marked "ITB No. 4298, U.P.M. HIGH PERFORMANCE COLD PATCH". The City is not responsible for any bid not marked as stated above. Bids will be publicly opened and read aloud at this time.

Work shall consist of producing and delivering bituminous patching materials as specified herein to stockpiles at the sites and in the amounts described in this bid document. The intent of this specification is to obtain a cold patching mixture that will remain pilable and workable at a temperature of -15 degrees F to 100 degrees F. The mixture should also be suitable for placement during cold, damp, winter weather conditions and maintain its performance features for up to 12 months from the date of delivery when stored in an approved stockpile.

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternative 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.

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

Each bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Preconditions for entering into a contract with the City of Ann Arbor are compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 60 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any questions concerning this bid should be submitted by email to the individuals named in the bid document.

CITY OF ANN ARBOR, MICHIGAN

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

If a bid is accepted by the City a bonding contract will be in effect for all the delivery of the goods in accordance with the bid for the contract period.

Any bid that does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be submitted by 10:00 A.M., August 22, 2013 and should be addressed as follows:

Specification/Scope of Work questions emailed to KAPennington@a2gov.org

Bid Process and HR Compliance questions emailed to KLancaster@a2gov.org.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written

addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before 10:00 A.M., August 29, 2013. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) additional Bid copy in a sealed envelope clearly marked: **ITB No. 4298- U.P.M. HIGH PERFORMANCE COLD PATCH**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Official Documents

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded.. The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder . If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

In comparing bids, the City will give consideration to alternate for items listed in the forms, or other alternates that the Bidder may wish to submit, but preference will be given to Base Bid.

The City intends to issue a purchase order, each year, to the selected Bidder. The City Purchase Order terms and conditions have been included with the Bid as an appendix. The contract term to start September 1, 2013 and continue through August 31, 2015

The City will evaluate Bids based on cost as well as experience. Contractors that have not included the required list of similar work experience and associated references on the Bid Form provided may have their bid rejected.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the¹ total of the price of the estimated annual quantity.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Human Rights Information

Section 5, page GC-2 outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the white and pink Human Rights Division Contract Compliance Forms (copy attached) or an acceptable equivalent.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The Bidder must clearly state the reasons for the protest. If a Bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Bidder to the Purchasing Agent. The Purchasing Agent will provide the Bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Reservation of Rights

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

INVITATION TO BID

City of Ann Arbor
Larcom City Hall
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Instructions to Bidders, Bid Forms, Contract, Detailed Specifications, all Addenda, and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work described in the bid documents, including any addenda issued, and complete the work in strict accordance with all terms of the Contract of which this bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price of the estimated annual quantity. If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 2013.

Bidder's Name and Federal I.D. No.

Official Address

Authorized Signature of Bidder

Telephone Number

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of Bidder.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

• A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

REFERENCES

Please list at least two (2) references (public agencies or private companies) for whom your company has supplied U.P.M. High Performance Cold Patch. Failure to list references may result in your company being disqualified.

<u>CITY/COMPANY</u> <u>ADDRESS</u>	<u>DATE OF WORK</u>	<u>CONTACT PERSON/ PHONE</u>
1.		
2.		

NOTE: The City of Ann Arbor reserves the right to reject low bids for poor past performance or inadequate references.

BID FORM

Section 1 - Pricing

AWARD WILL BE MADE ON EITHER A OR B, BUT NOT BOTH

A. High Performance Cold Patch 1/11/94 (Unique Paving Material Corporation Form 203.105 (03-2005)) – Per Detailed Specifications

1. F.O.B. Ann Arbor Yard at \$ _____/Ton

Minimum delivery per shipment: _____/Ton

2. F.O.B. Source of Supply at \$ _____/Ton

Minimum pickup at Source _____/Ton

B. Cold Patch other than High Performance Cold Patch. Attach specifications for product with bid submittal. Failure to do so will disqualify bid for Item B.

Quoting on: _____

1. F.O.B. Ann Arbor Yard at \$ _____/Ton

Minimum delivery per shipment: _____/Ton

2. F.O.B. Source of Supply at \$ _____/Ton

Minimum pickup at Source _____/Ton

NOTE:

1. Usage: The City Field Operations Unit may use 1,000 tons plus or minus of U.P.M. High Performance Cold Patch on an annual basis. **THE CITY DOES NOT GUARANTEE ACTUAL USAGE, USAGE AMOUNT PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY.** Orders will be placed by designated personnel in quantities of 50 tons. Bids for packaged material (bags, pails, drums) will not be considered.

2. Recycled Content. The City of Ann Arbor is actively seeking bids which use recycled products, either in the assembly of the end product or the actual product itself. For Item B, if this information is available, we encourage you to specify the percentage of content used %.

3. Certification. All Bidders must include with bid (whether Item A or B or both) a certified analysis of the Cold Patch material being bid. The successful bidder will be required to provide analysis of the Cold Patch by competent testing laboratory to determine conformity to specification at anytime during the contract term upon request and within 10 days of that request.

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.

Signature of Authorized Representative of Bidder

BID FORM

Section 2 - Delivery

All materials as specified will be delivered F.O.B. destination, freight prepaid to the following location: City of Ann Arbor, Wheeler Service Center, 4251 Stone School Road, Ann Arbor, MI 48108 (delivery entrance accessed off of Ellsworth Road, east of Stone School).

The Contractor will be required to deliver U.P.M. High Performance Cold Patch within 48 hours after notification:

_____ We can

_____ We cannot meet the above delivery schedule but offer the following.

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

Signature of Authorized Representative of Bidder

GENERAL CONDITIONS

1. **INSPECTION:** Any materials which may be discovered to be defective within the guarantee period shall be removed and made good by the contractor at his expense regardless of any previous inspection or final acceptance.

2. **INSURANCE:** The successful Contractor shall be required to procure and maintain during the life of this Contract, inclusive of any renewal thereof, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

A. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

B. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability
or Property Damage Liability, or both combined.
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage's, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- D. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$5,000,000.

Insurance required under this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the successful Provider agrees to waive any right of recovery by its insurer against the City.

In the case of all Contracts involving on-site work, the successful Provider shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; & that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the successful Provider supplies a copy of the endorsements required on the policies. Upon request, the successful Provider shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverage's expires by their terms during the term of this Contract, the successful Provider shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

Any insurance provider of successful Provider shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Companys Key Rating Guide of A- Overall and a minimum Financial Size Category of V. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

3. CANCELLATION OF FISCAL NECESSITY: The City is bidding a multiyear contract which is subject to appropriation of funds. In the event an appropriation is not made for continue funding for the goods/service provide under this contract, the City of Ann Arbor shall have the right to cancel all or part of the contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor within thirty (3) days after the City receives notice of such non-appropriation..

DETAILED SPECIFICATIONS



**Detailed Specifications for
Bituminous Cold Patch Material
UPM Permanent Pavement repair Material**

GENERAL:

These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These Grades shall consist of Winter Mix, Spring/Fall Mix and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:

The bituminous material shall be UPM Liquid Asphalt Blend, from Unique Paving Materials Corporation, Cleveland, Ohio (Unique) or from one of its approved blending facilities. The blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume % Total Distillate		Volume % Original Sample	
	Minimum/Maximum		Minimum/Maximum	
to 437°F (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C)% Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa × s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.



AGGREGATE:

The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS	ASTM C 136		
Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (09.5 mm)	100	90 - 100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85	20 - 55
# 8 (2.36 mm)	10 - 40	5 - 40	5 - 30
# 16 (1.18 mm)	0 - 10	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 - 5	0 - 5
Soundness Loss (Sodium, 5 cycles)		ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss		ASTM C 131	45.0% maximum
Specific Gravity		ASTM C 127	2.45-2.85
Absorption		& 128	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss		ASTM C 117	2.5% maximum

PREPARATION OF MIXTURE:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130° C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	5.0 to 6.5%
Aggregate	95.0 to 93.5%

The mixture may be prepared with no heat to the aggregate when determined as acceptable by Unique's laboratory testing.

Heat should be applied to the aggregate when determined as necessary by Unique's laboratory testing prior to production of the mixture or by a technical representative of Unique.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (80°C).

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) as outlined in ASTM D 2489.



PRODUCTION SUPERVISION:

A technical representative from Unique will be present at every production for quality assurance of the mix. This supervision shall be at the expense of Unique.

MIXTURE:

The UPM mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) Of Extracted Aggregate	ASTM C 117 & ASTM C 136	4.0% Maximum ² One-Year Minimum
Shelf Life of 100 Tons or more		

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of UPM. That value is necessary to minimize the effect of the plant when producing the finished UPM Cold Mix.

PERFORMANCE GUARANTEE:

The supplier of the material shall guarantee the performance of the mix to meet the following requirements:

- A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months
- B. Smaller quantities must be reasonably covered.
- C. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the Department.

“Providing valuable products from valuable people to valuable customers.”

This document contains confidential proprietary and trade secret information of Unique Paving Materials Corp., and copying, dissemination, or use by anyone other than Unique's intended recipient is strictly prohibited by law

**INSTRUCTIONS FOR CONTRACTORS
FOR COMPLETING CONTRACT COMPLIANCE FORM**

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address _____ Phone # _____
 (Street address) (City) (State) (Zip) County (Area Code)
 Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL 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 Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ (Street address) _____ (City) _____ (State) _____ (Zip) _____ County _____ Phone # _____ (Area Code)

Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)													
	Male						Female						TOTAL COLUMNS A-L	
	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 Alaskan Native		
A	B	C	D	E	F	G	H	I	J	K	L			
Exec/Sr. Officials														
Level Supervisors														
Professionals														
Technicians														
Sales														
Admin. Support														
Craftspeople														
Operatives														
Service Workers														
Laborers/Helper														
Apprentices														
Other														
TOTAL														
PREVIOUS YEAR TOTAL														

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:

Tax Exemption: The City of Ann Arbor is tax exempt, ID# 38-6004534.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

Laws Governing: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and City Ordinance Chapter 112, Section 9:161.

Indemnification: To the fullest extent permitted by law the Vendor 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 from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices for goods and services shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.