

COPY

**CITY OF ANN ARBOR
INVITATION TO BID**



**Operating Materials
Aggregates and Spoils Haul Out**

ITB No. 4773

Due Date: June 5, 2025 at 11:00 A.M. (Local Time)

Public Services/Public Works

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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City of Ann Arbor Sample Purchase Agreement

City of Ann Arbor Vendor Conflict of Interest Disclosure Form

City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice

City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of Operating Materials Aggregates and Spoils Haul Out based on the specifications provided herein. The pricing provided for this ITB shall be firm for two (2) year(s).

Any Bid which 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. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

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 / Designated City Contacts

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 due on or before **May 28, 2025 @ 2:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Robert West, RWest@a2gov.org
Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org 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.

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 **June 5, 2025 at 11:00 a.m. (Local time)**. 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) Bid copy in a sealed envelope clearly marked: ITB No. 4773 – Operating Materials, Aggregates and Spoils Haul Out.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48104

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

The following forms provided within this ITB Document should be included in submitted bids.

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**

Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except 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.

Award

The City intends to award to the bidder that provides the best value to the City which may include references, past experience, past performance, and qualifications.

The City may, at its sole discretion, award line-by-line or in any other manner that serves in the best interest of value to the City.

Official Documents

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.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Living Wage Requirements

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

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 any notices of intent. 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.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by a bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

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.

Type of Contract

A sample of the General Services Agreement is included as Appendix B. Those who wish to submit a bid to the City are required to review this sample agreement carefully. **The City will not entertain changes to its General Services Agreement.**

The City reserves the right to award the total bid, to reject any or all bids in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment.

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or

services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions..

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
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 City Nondiscrimination requirements, Vendor Conflict of Interest Form, Living Wage requirements, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation 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 acknowledges that it has not received or relied upon any representations or warrants 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.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described 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.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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 27th DAY OF May, 2025.

Farmer & Underwood Trucking
Bidder's Name


Authorized Signature of Bidder

7401 Rawsonville Rd, Belleville, MI 48111
Official Address

Austin Farmer
(Print Name of Signer Above)

734-485-1740
Telephone Number

afarmer@farmerunderwoodtrucking.com
Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of Michigan, for whom Austin Farmer, bearing the office title of Sales Manager, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: 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 in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

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

Authorized Official

 Date May 27th, 2025

(Print) Name Austin Farmer Title Sales Manager

Company: Farmer & Underwood Trucking

Address: 7401 Rawsonville Rd, Belleville, MI 48111

Contact Phone (734) 485-1740 Fax (734) 485-2644

Email afarmer@farmerunderwoodtrucking.com

SPECIFICATIONS

It is the intent of the City of Ann Arbor to purchase units of equal or better specifications where listed below. The City's designated representative will review all items submitted for consideration. Their decision as to acceptability will be deemed in the City of Ann Arbor's best interest and will be final.

Aggregate Materials/Excavation Spoils Haul Out

MDOT 21AA Limestone
MDOT 23A Limestone
MDOT 3" x 1" Limestone
4" x 8" Limestone Rip Rap
MDOT 8" x 16" Limestone Plain Rip Rap
MDOT 16" x 24" Limestone Heavy Rip Rap
MDOT 6AA Washed Limestone
MDOT 2MS Masonry Sand
MDOT 2NS Sand
Topsoil
MDOT Class II Sand
Excavation Spoils Haul Out
Concrete Haul Out
Street Sweepings Haul Out
Decant Haul Out
Asphalt Haul Out

MATERIAL SPECIFICATIONS:

All material specified shall meet or exceed the "MDOT" 2020 Standard Specifications for Construction.

EXCAVATION SPOILS MAKE UP:

Excavation spoils are generally obtained from water main and storm sewer excavation and will be reasonably free of pavement and lumber with no petroleum odor or sanitary sewer waste.

SPOILS HAUL OUT:

The City of Ann Arbor shall supply to the contractor a copy of the TCLP analysis of spoils upon bid acceptance and will supply an updated analysis when mutually agreed that the composition of the material has substantially changed. All Haul Out material specifying landfill by the City shall be disposed of at the City contracted landfill facility - Waste Management, Woodland Meadows, 5900 Hannan Road, Wayne, MI 48184.

- Haul out of excavation spoils, street sweepings, broken concrete and asphalt shall be performed as needed in conjunction with aggregate delivery.
- Contractor is responsible for identifying and disposing of spoils in acceptable locations in accordance with all local, state and or federal requirements
- Excavation spoils haul out, decant spoils haul out, concrete haul out and asphalt haul out shall commence within five (5) calendar days of request and shall be completed within twelve (12) calendar days of request.
- Landfill invoice must be accompanied or reference associated material manifest
- All invoices must reference landfill manifest number
- Material quantity on invoice must match material quantity on landfill supporting documentation
- All haul out transport vehicles must weigh in and weigh out via the City scale.

ORDER PLACEMENT AND DELIVERY:

Supply & Transport to the City of Ann Arbor yard will be on an "AS NEEDED BASIS ONLY". Materials shall be completely delivered within 72 hours of request. Excavation spoils haul out, decant spoils haul out, concrete haul out and asphalt haul out shall commence within five (5) calendar days of request and shall be completed within twelve (12) calendar days of request.. Please specify all materials if any that cannot be delivered within that timeframe on bid sheet. Failure to deliver materials within the stated time shall constitute sufficient cause for cancellation of contract, or the City may procure materials from any vendor in the open market, at the option of the City. Prices bid shall be inclusive of all cost, charges and fees to the delivery location specified herein.

- All deliveries must include hard copy load tickets to be left on site at the time of delivery.
- Invoicing must match bid tab unit pricing.
- All delivery transport vehicles must weigh in and weigh out via the City scale.
- Contractors agree to deliver split loads from the same source upon request by the City.
- No subcontracting of deliveries and/or haul out services shall be permitted without prior authorization from the City.

DELIVERY LOCATION:

Ann Arbor Public Works
W.R. Wheeler Service Center
4251 Stone School Road
Ann Arbor, MI 48108

ESTIMATED QUANTITIES (not guaranteed)

While the specified quantities are potential estimates of the City's projected use for one (1) year, they are subject to variation and are given solely for the purpose of comparing bids. Quantities to be delivered will be based on amounts needed at the time orders are placed. The bidder, however, shall provide quantities actually ordered by the City for the entire contract period.

INSPECTION

Any materials not meeting 2020 "MDOT" specifications shall be removed and made good by the vendor at his expense regardless of any previous inspection or final acceptance.

DELIVERIES

We hereby offer to furnish and deliver F.O.B. Destination (4251 Stone School Road, Ann Arbor, MI 48108), as needed at a cost per ton and/or cubic yard as outlined in the Bid Form.

FUEL SURCHARGE

Contract price adjustments for fluctuations in fuel prices will be based on weekly changes in fuel prices over or under the U.S DOE EIA Midwest #2 On Highway UL Sulfur Weekly Retail Price Index. The Index Rate for the contract shall be established by the DOE EIA index rate published the week preceding bid closing.

<https://www.eia.gov/petroleum/gasdiesel/>

The invoiced fuel surcharge on the freight portion of the contracted material shall be calculated for the week delivery is made in accordance with the information submitted in Appendix A – Transportation Fuel Surcharge.

APPENDIX A
Transportation Fuel Surcharge

Fuel Surcharge Range of Fuel Prices (PADD 2 Diesel On- Highway UL Sulfur)		Fuel Freight Surcharge (\$0.00 per ton)
\$2.00	\$3.00	N/A
\$3.01	\$3.50	N/A
\$3.51	\$3.75	See Attached Chart
\$3.76	\$4.00	See Attached Chart
\$4.01	\$4.25	See Attached Chart
\$4.26	\$4.50	See Attached Chart
\$4.51	\$4.75	See Attached Chart
\$4.76	\$5.00	See Attached Chart
\$5.01	\$5.25	See Attached Chart
\$5.26	\$5.50	See Attached Chart
\$5.51	\$5.75	See Attached Chart
\$5.76	\$6.00	See Attached Chart
\$6.01	\$6.25	See Attached Chart
\$6.26	\$6.50	See Attached Chart
\$6.51	\$6.75	See Attached Chart
\$6.76	\$7.00	See Attached Chart
\$7.01	\$7.25	See Attached Chart
\$7.26	\$7.50	If exceeded, new chart will be communicated
\$7.51	\$8.00	If exceeded, new chart will be communicated
\$8.01	\$8.25	If exceeded, new chart will be communicated

*

Please see attached chart. FSC percentage will begin at \$3.50 per gallon, will be charged based off of each individual trucking rate per each material. IE if the trucking rate is \$5.00 per ton and fuel is at \$3.75 per gallon, which on our chart, corresponds with a 5% fuel surcharge bringing the \$5.00 per ton trucking rate to \$5.25 per ton. Our Fuel Surcharge will only apply on trucking, at the moment no material sources are charging us a material surcharge, their charge will be communicated if need be. Our chart is based off of the same Midwest Diesel Fuel Index as noted above.

-Austin Farmer, Farmer Underwood Sales Manager

Fuel Price	Surcharge %	Fuel Price	Surcharge %	Fuel Price	Surcharge %	Fuel Price	Surcharge %	Fuel Price	Surcharge %	Fuel Price	Surcharge %
\$3.51	3.00%	\$4.13	8.04%	\$4.76	13.08%	\$5.39	18.12%	\$6.02	23.16%	\$6.65	28.20%
\$3.52	3.08%	\$4.14	8.12%	\$4.77	13.16%	\$5.40	18.20%	\$6.03	23.24%	\$6.66	28.28%
\$3.53	3.16%	\$4.15	8.20%	\$4.78	13.24%	\$5.41	18.28%	\$6.04	23.32%	\$6.67	28.36%
\$3.54	3.24%	\$4.16	8.28%	\$4.79	13.32%	\$5.42	18.36%	\$6.05	23.40%	\$6.68	28.44%
\$3.55	3.32%	\$4.17	8.36%	\$4.80	13.40%	\$5.43	18.44%	\$6.06	23.48%	\$6.69	28.52%
\$3.56	3.40%	\$4.18	8.44%	\$4.81	13.48%	\$5.44	18.52%	\$6.07	23.56%	\$6.70	28.60%
\$3.57	3.48%	\$4.19	8.52%	\$4.82	13.56%	\$5.45	18.60%	\$6.08	23.64%	\$6.71	28.68%
\$3.58	3.56%	\$4.20	8.60%	\$4.83	13.64%	\$5.46	18.68%	\$6.09	23.72%	\$6.72	28.76%
\$3.59	3.64%	\$4.21	8.68%	\$4.84	13.72%	\$5.47	18.76%	\$6.10	23.80%	\$6.73	28.84%
\$3.60	3.72%	\$4.22	8.75%	\$4.85	13.80%	\$5.48	18.84%	\$6.11	23.88%	\$6.74	28.92%
\$3.61	3.80%	\$4.23	8.84%	\$4.86	13.88%	\$5.49	18.92%	\$6.12	23.96%	\$6.75	29.00%
\$3.62	3.88%	\$4.24	8.92%	\$4.87	13.96%	\$5.50	19.00%	\$6.13	24.04%	\$6.76	29.08%
\$3.63	3.96%	\$4.25	9.00%	\$4.88	14.04%	\$5.51	19.08%	\$6.14	24.12%	\$6.77	29.16%
\$3.64	4.04%	\$4.26	9.08%	\$4.89	14.12%	\$5.52	19.16%	\$6.15	24.20%	\$6.78	29.24%
\$3.65	4.12%	\$4.27	9.16%	\$4.90	14.20%	\$5.53	19.24%	\$6.16	24.28%	\$6.79	29.32%
\$3.66	4.20%	\$4.28	9.24%	\$4.91	14.28%	\$5.54	19.32%	\$6.17	24.36%	\$6.80	29.40%
\$3.67	4.28%	\$4.29	9.32%	\$4.92	14.36%	\$5.55	19.40%	\$6.18	24.44%	\$6.81	29.48%
\$3.68	4.36%	\$4.30	9.40%	\$4.93	14.44%	\$5.56	19.48%	\$6.19	24.52%	\$6.82	29.56%
\$3.69	4.44%	\$4.31	9.48%	\$4.94	14.52%	\$5.57	19.56%	\$6.20	24.60%	\$6.83	29.64%
\$3.70	4.52%	\$4.32	9.56%	\$4.95	14.60%	\$5.58	19.64%	\$6.21	24.68%	\$6.84	29.72%
\$3.71	4.60%	\$4.33	9.64%	\$4.96	14.68%	\$5.59	19.72%	\$6.22	24.76%	\$6.85	29.80%
\$3.72	4.68%	\$4.34	9.72%	\$4.97	14.76%	\$5.60	19.80%	\$6.23	24.84%	\$6.86	29.88%
\$3.73	4.76%	\$4.35	9.80%	\$4.98	14.84%	\$5.61	19.88%	\$6.24	24.92%	\$6.87	29.96%
\$3.74	4.84%	\$4.36	9.88%	\$4.99	14.92%	\$5.62	19.96%	\$6.25	25.00%	\$6.88	30.04%
\$3.75	4.92%	\$4.37	9.96%	\$5.00	15.00%	\$5.63	20.04%	\$6.26	25.08%	\$6.89	30.12%
\$3.76	5.00%	\$4.38	10.04%	\$5.01	15.08%	\$5.64	20.12%	\$6.27	25.16%	\$6.90	30.20%
\$3.77	5.08%	\$4.39	10.12%	\$5.02	15.16%	\$5.65	20.20%	\$6.28	25.24%	\$6.91	30.28%
\$3.78	5.16%	\$4.40	10.20%	\$5.03	15.24%	\$5.66	20.28%	\$6.29	25.32%	\$6.92	30.36%
\$3.79	5.24%	\$4.41	10.28%	\$5.04	15.32%	\$5.67	20.36%	\$6.30	25.40%	\$6.93	30.44%
\$3.80	5.32%	\$4.42	10.36%	\$5.05	15.40%	\$5.68	20.44%	\$6.31	25.48%	\$6.94	30.52%
\$3.81	5.40%	\$4.43	10.44%	\$5.06	15.48%	\$5.69	20.52%	\$6.32	25.56%	\$6.95	30.60%
\$3.82	5.48%	\$4.44	10.52%	\$5.07	15.56%	\$5.70	20.60%	\$6.33	25.64%	\$6.96	30.68%
\$3.83	5.56%	\$4.45	10.60%	\$5.08	15.64%	\$5.71	20.68%	\$6.34	25.72%	\$6.97	30.76%
\$3.84	5.64%	\$4.46	10.68%	\$5.09	15.72%	\$5.72	20.76%	\$6.35	25.80%	\$6.98	30.84%
\$3.85	5.72%	\$4.47	10.76%	\$5.10	15.80%	\$5.73	20.84%	\$6.36	25.88%	\$6.99	30.92%
\$3.86	5.80%	\$4.48	10.84%	\$5.11	15.88%	\$5.74	20.92%	\$6.37	25.96%	\$7.00	31.00%
\$3.87	5.88%	\$4.49	10.92%	\$5.12	15.96%	\$5.75	21.00%	\$6.38	26.04%	\$7.01	31.08%
\$3.88	5.96%	\$4.50	11.00%	\$5.13	16.04%	\$5.76	21.08%	\$6.39	26.12%	\$7.02	31.16%
\$3.89	6.04%	\$4.51	11.08%	\$5.14	16.12%	\$5.77	21.16%	\$6.40	26.20%	\$7.03	31.24%
\$3.90	6.12%	\$4.52	11.16%	\$5.15	16.20%	\$5.78	21.24%	\$6.41	26.28%	\$7.04	31.32%
\$3.91	6.20%	\$4.53	11.24%	\$5.16	16.28%	\$5.79	21.32%	\$6.42	26.36%	\$7.05	31.40%
\$3.92	6.28%	\$4.54	11.32%	\$5.17	16.36%	\$5.80	21.40%	\$6.43	26.44%	\$7.06	31.48%
\$3.93	6.36%	\$4.55	11.40%	\$5.18	16.44%	\$5.81	21.48%	\$6.44	26.52%	\$7.07	31.56%
\$3.94	6.44%	\$4.56	11.48%	\$5.19	16.52%	\$5.82	21.56%	\$6.45	26.60%	\$7.08	31.64%
\$3.95	6.52%	\$4.57	11.56%	\$5.20	16.60%	\$5.83	21.64%	\$6.46	26.68%	\$7.09	31.72%
\$3.96	6.60%	\$4.58	11.64%	\$5.21	16.68%	\$5.84	21.72%	\$6.47	26.76%	\$7.10	31.80%
\$3.97	6.68%	\$4.59	11.72%	\$5.22	16.76%	\$5.85	21.80%	\$6.48	26.84%	\$7.11	31.88%
\$3.98	6.76%	\$4.60	11.80%	\$5.23	16.84%	\$5.86	21.88%	\$6.49	26.92%	\$7.12	31.96%
\$3.99	6.84%	\$4.61	11.88%	\$5.24	16.92%	\$5.87	21.96%	\$6.50	27.00%	\$7.13	32.04%
\$4.00	6.92%	\$4.62	11.96%	\$5.25	17.00%	\$5.88	22.04%	\$6.51	27.08%	\$7.14	32.12%
\$4.01	7.00%	\$4.63	12.04%	\$5.26	17.08%	\$5.89	22.12%	\$6.52	27.16%	\$7.15	32.20%
\$4.02	7.08%	\$4.64	12.12%	\$5.27	17.16%	\$5.90	22.20%	\$6.53	27.24%	\$7.16	32.28%
\$4.03	7.16%	\$4.65	12.20%	\$5.28	17.24%	\$5.91	22.28%	\$6.54	27.32%	\$7.17	32.36%
\$4.04	7.24%	\$4.66	12.28%	\$5.29	17.32%	\$5.92	22.36%	\$6.55	27.40%	\$7.18	32.44%
\$4.05	7.32%	\$4.67	12.36%	\$5.30	17.40%	\$5.93	22.44%	\$6.56	27.48%	\$7.19	32.52%
\$4.06	7.40%	\$4.68	12.44%	\$5.31	17.48%	\$5.94	22.52%	\$6.57	27.56%	\$7.20	32.60%
\$4.07	7.48%	\$4.69	12.52%	\$5.32	17.56%	\$5.95	22.60%	\$6.58	27.64%	\$7.21	32.68%
\$4.08	7.56%	\$4.70	12.60%	\$5.33	17.64%	\$5.96	22.68%	\$6.59	27.72%	\$7.22	32.76%
\$4.09	7.64%	\$4.71	12.68%	\$5.34	17.72%	\$5.97	22.76%	\$6.60	27.80%	\$7.23	32.84%
\$4.10	7.72%	\$4.72	12.76%	\$5.35	17.80%	\$5.98	22.84%	\$6.61	27.88%	\$7.24	32.92%
\$4.11	7.80%	\$4.73	12.84%	\$5.36	17.88%	\$5.99	22.92%	\$6.62	27.96%	\$7.25	33.00%
\$4.12	7.88%	\$4.74	12.92%	\$5.37	17.96%	\$6.00	23.00%	\$6.63	28.04%	\$7.26	33.08%
\$4.13	7.96%	\$4.75	13.00%	\$5.38	18.04%	\$6.01	23.08%	\$6.64	28.12%	\$7.27	33.16%

BID FORM - PRICING

VENDOR NAME: Farmer & Underwood Trucking

Item Description	Estimated Annual Quantity	Material Cost Per Ton	Freight Cost Per Ton FOB Ann Arbor	Additional Freight Per Ton While Frost Laws Are In Effect	Haul Out/Freight Per Ton Specify Disposal at Landfill or Misc	Delivery Within 72 Hours of Request Yes/No
MDOT 21aa Limestone	4500 tons	\$16.25	\$6.25	-	-	Yes
MDOT 23a Limestone	2000 tons	\$16.85	\$6.25	-	-	Yes
MDOT 3" x 1" Course Aggregate	300 tons	\$17.35	\$6.25	-	-	Yes
4" x 8" Limestone Rip Rap	250 tons	\$25.40	\$6.25	-	-	Yes
8" x 16" Limestone Rip Rap	50 tons	\$47.25	\$7.50	-	-	Yes
16" x 24" Limestone Rip Rap	50 tons	-	-	-	-	Yes
18" x 24" Limestone Rip Rap	50 tons	\$57.75	\$7.50	-	-	Yes
6A MDOT Limestone Washed	500 tons	\$19.25	\$6.25	-	-	Yes
2MS Masonry Sand	50 tons	\$11.00	\$8.50	-	-	Yes
2NS Sand	1500 tons	\$13.65	\$6.00	-	-	Yes
Topsoil	350 tons	\$14.00 YD	\$9.35 YD	-	-	Yes
Class II Sand	5000 tons	\$5.25	\$8.50	-	-	Yes
Excavation Spoils Haul Out	7500 tons – As Needed	-	-	-	\$10.50 YD to F&U Dump	Yes
Concrete Haul Out	As Needed	-	-	-	\$8.00 YD F&U Dump	Yes
Sweepings Haul Out	As Needed	-	-	-	Landfill \$7.25 per ton	Yes
Decant Spoils Haul Out	As Needed	-	-	-	Landfill \$7.25 per ton	Yes
Asphalt Haul Out	As Needed	-	-	-	\$8.00 YD F&U Dump	Yes

BID FORM – REFERENCES

Please list at least three references with whom you have had similar contracts during the past three years.

1. Company or City Washtenaw County Road Commission
 Contact Name Tiffany
 Telephone Number 734-761-1500
 E-mail lobbestaelt@wcroads.org

2. Company or City City of Livonia
 Contact Name Ed
 Telephone Number 734-466-2627
 E-mail DPSInvoices@Livonia.gov

3. Company or City Ypsilanti Community Utilities Authority
 Contact Name Keith/Mike
 Telephone Number 734-484-4600
 E-mail kshock@ycua.org

GENERAL CONDITIONS

ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

CONTRACT TERM

The pricing provided for this ITB shall be firm for two (2) year(s).



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input checked="" type="checkbox"/> Other (please describe in box below)
N/A	

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Farmer & Underwood Trucking	734-485-1740	
Vendor Name	Vendor Phone Number	
	5/27/25	Austin Farmer
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager


The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Farmer & Underwood Trucking

Company Name



5/27/25

Signature of Authorized Representative

Date

Austin Farmer Sales Manager

Print Name and Title

7401 Rawsonville Rd, Belleville, MI 48111

Address, City, State, Zip

734-485-1740 afarmer@farmerunderwoodtrucking.com

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$17.08/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$19.04/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce


- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Farmer Underwood Trucking
Company Name

7401 Rawsonville Rd
Street Address


Signature of Authorized Representative

5/27/25
Date

Belleville, MI 48111
City, State, Zip

Austin Farmer Sales Manager
Print Name and Title

734-485-1740 afarmer@farmerunderwoodtrucking.com
Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026

\$17.08 per hour

If the employer provides health care benefits*

\$19.04 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**