

CITY OF ANN ARBOR
INVITATION TO BID



2018 Utility Infrastructure Materials

ITB No. 4554

Due Date: November 7, 2018 at 2:00 P.M. (Local Time)

Public Services Area
Public Works Unit

Issued By:

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

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	3
INVITATION TO BID	7
SPECIFICATIONS	8
BID FORM	12
GENERAL CONDITIONS	32

ATTACHMENTS

City of Ann Arbor Standard Purchase Order Terms and Conditions

City of Ann Arbor Vendor Conflict of Interest Disclosure Form

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **November 7, 2018 at 2:00 p.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. 4554 – 2018 Utility Infrastructure Materials

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 must be included in submitted bids.

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

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

Hand delivered bids will be date/time stamped/signed by the Procurement Unit or City Customer Service 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.

Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

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.

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 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.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the Offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective Offeror 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.

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 encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

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, 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 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 6TH DAY OF November, 2018.

Core & Main LP

Bidder's Name

1901 DeWitt
CANTON MI 48188

Official Address

734 398 5950

Telephone Number

Thomas B Fisher

Authorized Signature of Bidder

THOMAS B FISHER

(Print Name of Signer Above)

Tom.Fisher@CoreandMain.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 _____, for whom _____, bearing the office title of _____, 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.~~

Limited

* A partnership, organized under the laws of the state of FLORIDA 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

Thomas B Fisher Date 11/6, 2018

(Print) Name Thomas B Fisher Title District Manager

Company: Core and Main LP

Address: 4901 Dewitt Canton MI, 48188

Contact Phone (734) 398 5950 Fax (734) 398 5970

Email Tom.Fisher@Coreandmain.com

SPECIFICATIONS

UTILITY INFRASTRUCTURE MATERIALS

PART 1 – GENERAL

(NOT USED)

PART 2 – PRODUCTS

2.1 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile iron pipe shall be push-on joint water main pipe meeting the requirements of ANSI/AWWA C151/A21.51 with double thickness cement mortar lining and asphaltic seal coat meeting ANSI/AWWA C104/A21.4 and coated outside with an asphaltic coating meeting ANSI/AWWA C151/A21.51. Pipe shall meet the thickness requirements of pressure class 350. Push-on joints shall be single gasket joints meeting AWWA specification C111. Pipe shall be manufactured by American, Clow, Griffin, or US Pipe and shipped complete with gasket.
- B. Ductile iron fittings shall meet the requirements of ANSI/AWWA C153/A21.53 for compact fittings or ANSI/AWWA C110/A21.10 for full body fittings. Fittings shall have an internal cement-mortar lining and asphaltic seal coat in accordance with in accordance with ANSI/AWWA C104/A21.4. The outside of all fittings shall have an asphaltic coating.
 - 1. Fittings shall be supplied complete with high strength, low alloy, blue colored, ceramic-filled fluorocarbon resin coated steel bolts and plain rubber mechanical joint gaskets.
- C. Restraint devices for mechanical joint fittings shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3" to 16" and 250 psi for 18" through 48" size. Restraint devices shall be Listed by Underwriters Laboratories (3" through 24" inch size) and Approved by Factory Mutual (3" through 12" inch size). Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal.

2.2 FIRE HYDRANTS

- A. Fire hydrants shall be EJ Watermaster 5BR250, bury depth as specified in the bid form, mechanical joint, traffic flange, open left, no barrel drain, a painted red finish, with one 3-3/8" x 7.5 pumper nozzle, one 5" integral Storz connection, 1-3/8 inch pentagon operating and cap nuts shall be utilized (1-3/8 inch point-to-flat at top and 1-7/16 inch point-to-flat at base).
- B. All hydrant parts shall be manufactured by EJ.

2.3 GATE VALVES

- A. Resilient seated gate valves shall conform to the requirements of AWWA C509 or C515 and shall have an operator rated for buried service with 2 inch square opening nut, operating right. Gate valves shall be mechanical joint unless otherwise specified in the bid form. Mechanical joints shall meet the requirements of AWWA Specification C111. Gate valves shall be American Flow Control Series 2500, Mueller Series A-2360, EJ FlowMaster, U.S. Pipe A-USP2, Clow Model 2638/2639, or approved equal.

2.4 TAPPING SLEEVES

- A. Tapping sleeves shall be designed for water service with a minimum working pressure of 150 psi. Tapping sleeves shall be all stainless steel and conform to ANSI/AWWA C223. All tapping sleeves and valves must be certified by Underwriters Laboratory (UL) and the National Sanitation Foundation (NSF) for use in a potable water system. Tapping sleeves shall be Ford FTSS, JCM 432, Smith-Blair 663, or approved equal.

2.5 CURB BOXES

- A. Curb boxes shall be cast Iron buffalo screw type with 2.5" diameter shaft, two piece, with extension range 41" to 64". The word "WATER" shall be cast in raised letters on the lid. Curb boxes shall be Bibby Ste. Croix B-2000 Series, Model V009; or Tyler 6500 Series, Model 30T + 39B. Ship only completely assembled units, not separate components. Top half/lid & bottom half shall be screwed together and shipped as a complete unit.
- B. Curb box top half item shall include the curb box top half only. Curb boxes top halves shall be Bibby Ste. Croix B-2000 Series, Model S172; or Tyler 6500 Series, Model 30T.
- C. Large curb boxes bases shall be enlarged for buffalo screw type curb boxes, sized to accommodate a 2" curbstop. Large base curb boxes shall be Bibby Ste. Croix B-2000 Series, Model V313, or Tyler 6500 Series, Model Enlarged Base.
- D. Curb box extensions for buffalo screw type curb box shall be only Bibby Ste. Croix B-2000 Series, Models V222/V223, or Tyler Union 6500 Series Models 151/152.
- E. Repair lids shall be old style outside repair lids for cast iron buffalo screw type curb box with 2.5" diameter shaft. The word "Water" shall be cast in raised letters on top surface of lid.

2.6 GATE BOXES

- A. Gate valve boxes shall be heavy duty three piece valve boxes with 5.25" diameter shaft, screw type, #6 base, and extension range from 45" to 66". The word "Water" shall be cast in raised letters on the lid. Quote only Tyler Union 6860 Series, Item D. Gate box complete shall consist of 1-Top section, 1-Bottom section, 1 - #6 Base, 1 - Drop lid.
- B. Gate box extensions shall be heavy duty Tyler Union 6860 Series, Item #58 (14"), Item #59 (18") and Item #60 (24").
- C. Gate box fixed risers shall be heavy duty 5-1/4" x 2-14" slip in risers for Tyler Union Series 6860 valve boxes.
- D. Gate box adjustable risers shall be heavy duty screw type Tyler Union Series 6860, Item #69.

2.7 EXTENDED RANGE COUPLING

- A. Extended range ductile iron couplings shall be designed for 250 psi working pressure with a ductile iron center ring, ductile iron end rings, SBR rubber gaskets and 304 stainless steel nuts and bolts. Shop coat shall be applied to cast parts for corrosion protection. Coupling shall be Romac XR501 extended range coupling or approved equal.

2.8 COPPER PIPE

- A. Copper pipe shall be Type K and manufactured by Cambridge Lee, Cerro, Halstead, Mueller, or Wolverine.

2.9 BRASS FITTINGS

- A. All fittings shall meet the lead-free requirements of the Safe Drinking Water Act.
- B. Straight couplings shall be A.Y. McDonald Model 74755F or equivalent manufactured by Ford or Mueller.
- C. Two part unions shall be copper flare nut by female copper flare thread, A.Y. McDonald Model 74756 or equivalent manufactured by Ford or Mueller.
- D. Tees shall be flare x flare x flare, AY McDonald Model 74760 or equivalent manufactured by Ford or Mueller.
- E. Quarter bends shall be flare x flare, A.Y. McDonald Model 74761 or equivalent manufactured by Ford or Mueller.
- F. Corporations shall be AWWA (CC) x copper flare, A.Y. McDonald Model 74701 or equivalent manufactured by Ford or Mueller.
- G. Saddles shall be brass double strap tapping saddle with 1.5" AWWA taper thread tap for ductile iron water main, Ford 202B, Smith-Blair 323, Mueller BR-2-B, or approved equal.
- H. Curbs stops shall be ball valve, full port, copper flare nut by copper flare nut. Quote only McDonald 76100 or equivalent manufactured by Ford.
- I. Straight copper flare x female copper flare (Piggy Back Nut) couplings shall be A.Y. McDonald Model 74755 or equivalent manufactured by Ford or Mueller.

2.10 WATER METER ACCESSORIES

- A. Meter horns shall be Ford CHSS-244-NL for $\frac{3}{4}$ " x 1" x 1" meter horns, and Ford CHSS-444-NL for 1" x 1" x 1" meter horns, or equivalent models manufactured by A.Y. McDonald or Mueller.
- B. Tandem resetters shall be Ford Resetter-2A-NL, or equivalent models manufactured by A.Y. McDonald or Mueller.
- C. Meter flanges shall be Dake 2030-LF for 1-1/2" flanges and Dake 2035-LF for 2" flanges, or equivalent models manufactured by Ford, A.Y. McDonald, Mueller, or Grand Haven Meter Coupling.
- D. Meter adapters shall be Ford A12M, or equivalent models manufactured by A.Y. McDonald or Mueller.
- E. Pressure reducing valves shall be Watts model LF5B-Z3.
- F. Reduced pressure zone assemblies shall be Zurn/Wilkins Model 375XL, or approved equal.

2.11 CASTINGS

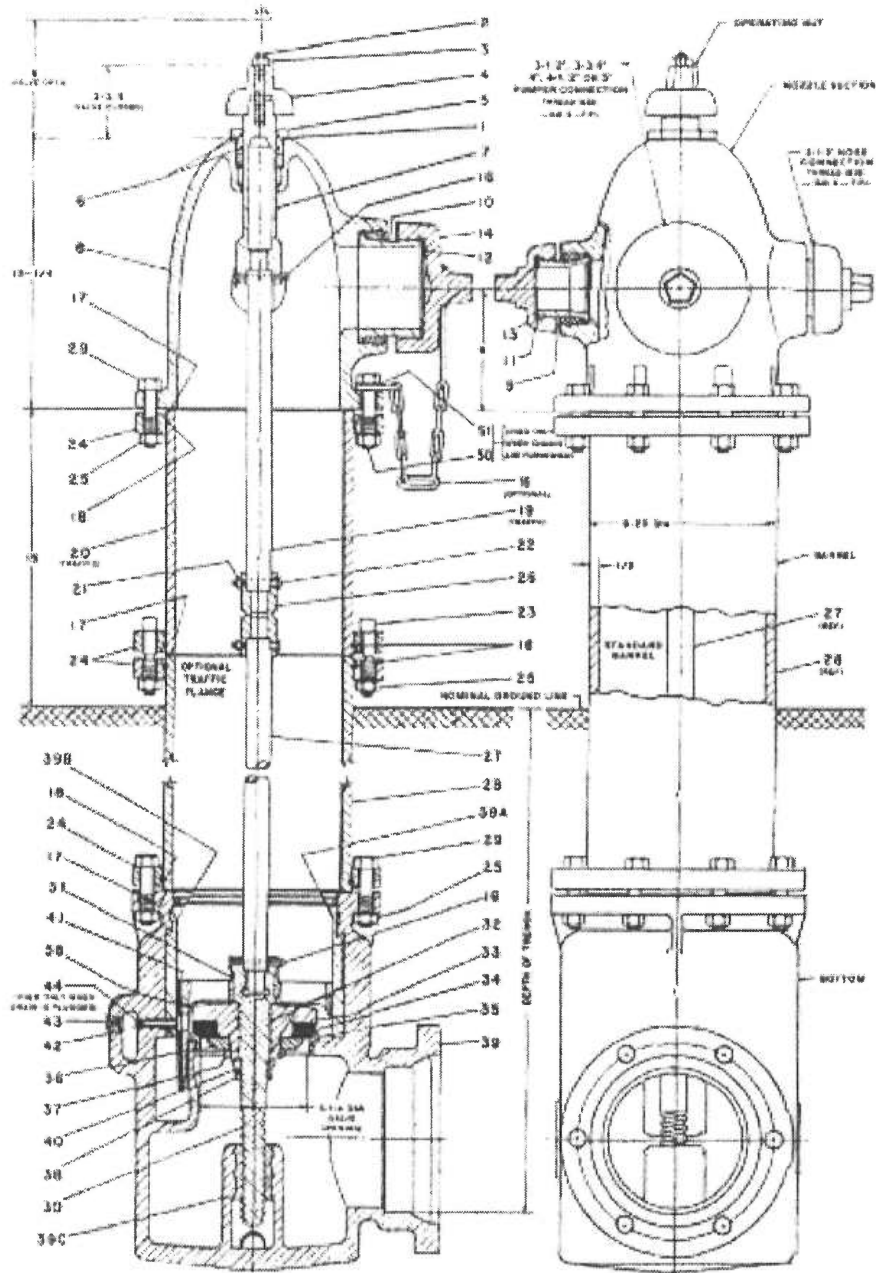
- A. Castings shall be as specified on the bid form.
- B. Manhole covers for sanitary sewer shall have the word "SEWER" cast in the surface, castings for water shall have the word "WATER" cast into the surface, and castings for storm sewer shall have the word "STORM" cast into the surface.
- C. All castings shall have a black asphaltic coating.

- D. All catch basin and curb inlet castings shall have a trout symbol with the wording "DUMP NO WASTE, DRAINS TO WATERWAYS" cast into the surface.

2.12 TRAVERSE CITY FIRE HYDRANT PARTS

- A. Reference the diagram below for part locations. Part reference number is included in the description on the bid form if applicable.

Traverse City Hydrant Parts Diagram



PART 3 – EXECUTION

(NOT USED)

BID FORM

Section 1 - Schedule of Prices

Vendor: Cole & Mann LP

Project: ITB 4554 - Utility Infrastructure Materials

1. Quantities are only estimates and not guaranteed. Where an estimated quantity of zero (0) is identified, provide a unit price for the material, but do not include in the total bid price.
2. The pricing provided under this ITB shall be firm for one (1) year from the date of City Council approval, which is anticipated in October 2017. If there is a required price increase for any or all groups prior to the one (1) year price expiration, append information detailing the proposed price increases.
3. Bidders may elect to bid on individual bid groups or the entire bid package. For a bid group to be deemed complete, the bidder must provide pricing on all items within the group. The City, at its sole discretion, may elect to award individual bid groups to separate bidders, or award all bid groups to one bidder.
4. Each bid group includes a line item for the purchase of unlisted parts of a similar nature or type. The bidder must provide the percent discount from the Manufacturer's list price for items that are similar to those identified in the bid group, such as an unlisted size or alternate material. As manufacturer list prices change, the net price to the City will automatically change.

Group 1 : Ductile Iron Fittings

(Individual fittings shall be provided with accessory packs including standard MJ glands, cor-blue bolts and plain rubber gaskets.)

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
1 BEND, 12" 22 1/2 DEGREE MJ	0	\$ 206.35	\$ -	TYLER
2 BEND, 16" 22 1/2 DEGREE MJ	0	\$ 407.33	\$ -	TYLER
3 BEND, 20" 22 1/2 DEGREE MJ	0	\$ 678.68	\$ -	TYLER

* Tyler will Hold Prices until 6/30/20

4	BEND, 8" 45 DEGREE MJ	0	\$ 117.51	\$ -	Tyler
5	BEND, 12" 45 DEGREE MJ	0	\$ 226.45	\$ -	
6	BEND, 16" 45 DEGREE MJ	0	\$ 420.09	\$ -	
7	TEE, 4", MJ	0	\$ 94.54	\$ -	
8	TEE, 6", MJ	0	\$ 149.42	\$ -	
9	TEE, 8", MJ	2	\$ 221.87	\$ 443.74	
10	TEE, 12", MJ	0	\$ 368.85	\$ -	
11	TEE, 6" x 4", MJ	0	\$ 137.96	\$ -	
12	TEE, 8" x 6", MJ	2	\$ 175.05	\$ 350.10	
13	TEE, 12" x 4", MJ	0	\$ 250.86	\$ -	
14	TEE, 12" x 6", MJ	2	\$ 268.52	\$ 537.04	
15	PLUG, 4" MJ	1	\$ 27.13	\$ 27.13	
16	PLUG, 6" MJ	1	\$ 47.10	\$ 47.10	
17	PLUG, 8" MJ	1	\$ 67.56	\$ 67.56	
18	PLUG, 12" MJ	1	\$ 106.06	\$ 106.06	
19	PLUG, 16" MJ	1	\$ 257.12	\$ 257.12	
20	REDUCER, 4" X 3", MJ x MJ	1	\$ 58.64	\$ 58.64	
21	REDUCER, 6" X 4", MJ x MJ	0	\$ 70.76	\$ -	
22	REDUCER, 8" X 6", MJ x MJ	2	\$ 94.26	\$ 188.52	✓

23	REDUCER, 12" X 6", MJ x MJ	0	\$ 175.74	\$ -	
24	REDUCER, 12" X 10", MJLEB x PE	0	\$ 157.49	\$ -	
25	REDUCER, 16" X 12", MJ x MJ	0	\$ 290.05	\$ -	
26	REDUCER, 20" X 12", PE x MJSEB	0	\$ 466.67	\$ -	
27	CAP, 4" MJ	1	\$ 29.07	\$ 29.07	
28	CAP, 6" MJ	1	\$ 45.17	\$ 45.17	
29	CAP, 8" MJ	1	\$ 63.40	\$ 63.40	
30	CAP, 10" MJ	1	\$ 84.14	\$ 84.14	
31	CAP, 12" MJ	1	\$ 111.10	\$ 111.10	
32	SLEEVE, SOLID 4"x12" DUAL PURPOSE	2	\$ 206.98	\$ 413.96	
33	SLEEVE, SOLID 6"x12" DUAL PURPOSE	8	\$ 179.84	\$ 1438.72	
34	SLEEVE, SOLID 8"x12" DUAL PURPOSE	4	\$ 230.21	\$ 920.84	
35	SLEEVE, SOLID 10"x12" DUAL PURPOSE	1	\$ 290.99	\$ 290.99	
36	SLEEVE, SOLID 12"x12" DUAL PURPOSE	0	\$ 629.36	\$ -	
37	SLEEVE, SOLID 4" MJ SHORT	5	\$ 53.49	\$ 267.45	
38	SLEEVE, SOLID 4" MJ LONG	5	\$ 63.55	\$ 317.75	
39	SLEEVE, SOLID 6" MJ SHORT	9	\$ 74.27	\$ 668.43	
40	SLEEVE, SOLID 6" MJ LONG	5	\$ 96.14	\$ 480.70	
41	SLEEVE, SOLID 8" MJ SHORT	5	\$ 100.64	\$ 503.20	

Tyler

42	SLEEVE, SOLID 8" DI MJ LONG	10	\$ 135.30	\$ 1353.00	Tyler
43	SLEEVE, SOLID 10" MJ SHORT	4	\$ 163.63	\$ 654.52	
44	SLEEVE, SOLID 10" MJ LONG	1	\$ 150.96	\$ 150.96	
45	SLEEVE, SOLID 12" MJ SHORT	4	\$ 178.12	\$ 712.48	
46	SLEEVE, SOLID 12" MJ LONG	2	\$ 188.88	\$ 377.76	
47	SLEEVE, SOLID 14" MJ SHORT	2	\$ 307.67	\$ 615.34	
48	SLEEVE, SOLID 14" MJ LONG	2	\$ 320.42	\$ 640.84	
49	SLEEVE, SOLID 16" MJ SHORT	0	\$ 367.52		
50	SLEEVE, SOLID 16" MJ LONG	1	\$ 388.77	\$ 388.77	
51	SLEEVE, SOLID 20" MJ SHORT	4	\$ 580.88	\$ 2323.52	
52	SLEEVE, SOLID 20" MJ LONG	0	\$ 612.58		
53	SLEEVE, SOLID 24" MJ SHORT	2	\$ 784.23	\$ 1568.46	
54	SLEEVE, SOLID 24" MJ LONG	2	\$ 823.28	\$ 1646.56	
55	SLEEVE, SOLID 30" MJ SHORT	1	\$ 1499.01	\$ 1499.01	✓

Group 1 Subtotal \$ 19,649.15

Unlisted Ductile Iron Fittings
Percent Discount from List Price 25%

Group 2: Ductile Iron Mechanical Joint Restraint Glands

(Individual Mechanical Joint Restraint Glands to be provided with Cor-blue bolts and plain rubber gasket.)

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
56 GLAND, 4" MJ JOINT RESTRAINT	5	\$ 26.16	\$ 130.80	EBA
57 GLAND, 6" MJ JOINT RESTRAINT	13	\$ 32.55	\$ 423.15	
58 GLAND, 8" MJ JOINT RESTRAINT	13	\$ 43.41	\$ 564.33	
59 GLAND, 10" MJ JOINT RESTRAINT	2	\$ 63.26	\$ 126.52	
60 GLAND, 12" MJ JOINT RESTRAINT	2	\$ 84.48	\$ 168.96	
61 GLAND, 16" MJ JOINT RESTRAINT	0	\$ 149.91	\$ —	
62 GLAND, 20" MJ JOINT RESTRAINT	0	\$ 396.79	\$ —	

Group 2 Subtotal \$ 1413.76

Unlisted Mechanical Joint Restraint Glands
Percent Discount from List Price 25 %

* PRICES FIRM UNTIL 12/1/2019

Group 3: Ductile Iron Pipe

(Ductile Iron Pipe shall be provided in nominal 18-foot laying length sections. Quantity is for individual pipe sections.)

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
63 PIPE, DUCTILE IRON 4"	2	\$ 16.08 ft	\$ 643.20	US PIPE
64 PIPE, DUCTILE IRON 6"	3	\$ 11.87 ft	\$ 712.20	
65 PIPE, DUCTILE IRON 8"	1	\$ 16.41 ft	\$ 328.20	
66 PIPE, DUCTILE IRON 10"	1	\$ 20.05 ft	\$ 401.00	
67 PIPE, DUCTILE IRON 12"	1	\$ 25.72 ft	\$ 514.40	
68 PIPE, DUCTILE IRON 16"	0	\$ 41.49 ft	\$ -	
69 PIPE, DUCTILE IRON 20"	1	\$ 57.41 ft	\$ 1,148.20	
70 PIPE, DUCTILE IRON 24"	1	\$ 77.46 ft	\$ 1,549.20	
71 PIPE, DUCTILE IRON 30"	1	\$ 126.68 ft	\$ 2,533.60	✓

Group 3 Subtotal \$ 7830.00

Unlisted Ductile Iron Pipe Percent Discount from List Price N/A %

* Expiration date for ductile quote is 12/1/18
 After year one of project, materials shipped are subject to a 10% increase in price per year

Group 4: Fire Hydrants

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
72 EJ 5BR250 FIRE HYDRANT, 5.5 BURY	5	\$ 1987.30	\$ 9936.50	EJ 5BR
73 EJ 5BR250 FIRE HYDRANT, 6' BURY	5	\$ 2024.25	\$ 10121.25	EJ 5BR
EJ 6" HYDRANT EXTENSION, SHAFT ONLY	13	\$ 45.70	\$ 594.10	EJ
EJ 12" HYDRANT EXTENSION, SHAFT ONLY	13	\$ 45.25	\$ 588.25	EJ
76 EJ 6BR 6" HYDRANT EXTENSION KIT	5	\$ 231.00	\$ 1,155.00	EJ
77 EJ 6BR 12" HYDRANT EXTENSION KIT	5	\$ 270.00	\$ 1,350.00	EJ
EJ 5BR250 12" HYDRANT EXTENSION KIT	8	\$ 270.00	\$ 2,160.00	EJ
79 EJ 5BR250 6" HYDRANT EXTENSION KIT	8	\$ 231.00	\$ 1,848.00	EJ
80 EJ 6BR CONVERSION CHATTER KIT	8	\$ 327.80	\$ 2,622.40	EJ
EJ 5BR CONVERSION KIT FOR TRAVERSE CITY HYDRANT	5	\$ 2382.00	\$ 11,910.00	EJ 5BR TVC
82 EJ 5BR250 BRK FLG REPAIR KIT, BLACK #00946447	8	\$ 107.90	\$ 863.20	EJ
83 EJ BR BRK FLG REPAIR KIT, RED #00946345	8	\$ 107.90	\$ 863.20	EJ
84 EJ 6BR VALVE SEAT	10	\$ 50.50	\$ 505.00	EJ

* EJ Prices Firm For 1 Year

85	EJ 6BR VALVE SEAT O RINGS	10	\$ 8.40	\$ 84.00	EJ
86	EJ 6BR DRIP SHUT OFF	10	\$ 85.60	\$ 856.00	
87	EJ 6BR VALVE WASHER	10	\$ 20.40	\$ 204.00	
88	EJ 5BR250 VALVE SEAT	10	\$ 51.75	\$ 517.50	
89	EJ 5BR VALVE SEAT O RINGS	10	\$ 4.45	\$ 44.50	
90	EJ 5BR DRIP SHUT OFF	10	\$ 82.45	\$ 824.50	
91	EJ 5BR VALVE WASHER	10	\$ 20.40	\$ 204.00	V
92	HARRINGTON 4" STORZ NOZZLE CAP F/4-1/2" PORT	5	\$ 127.80	\$ 639.00	HARRINGTON

Group 4 Subtotal \$ 48,529.40

Unlisted Fire Hydrant Parts
Percent Discount from List Price N/A %

* EJ PRICES FIRM FOR 1 YEAR

Group 5: Gate Valves

(Individual gate valves shall be provided with accessories packs including standard MJ glands, Cor-blue bolts and plain rubber gaskets.)

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
93 GATE VALVE, 4" MJ	2	\$ 391.84	\$ 783.68	EJ
94 GATE VALVE, 6" MJ	8	\$ 513.13	\$ 4105.04	
95 GATE VALVE, 8" MJ	1	\$ 788.78	\$ 788.78	
96 GATE VALVE, 8" MJ x TAP	1	\$ 991.96	\$ 991.96	
97 GATE VALVE, 10" MJ	1	\$ 1208.08	\$ 1208.08	
98 GATE VALVE, 12" MJ	3	\$ 1521.95	\$ 4565.85	
99 GATE VALVE, 14" MJ	1	\$ 5261.28	\$ 5261.28	Muellet
100 GATE VALVE, 16" MJ	0	\$ 4936.08	\$ —	EJ
101 GATE VALVE, 20" MJ	1	\$ 11,681.92	\$ 11,681.92	EJ
102 STAINLESS TAPPING SLEEVE, 12"X12"X8"	1	\$ 525.91	\$ 525.91	SMITH BAIR 663
103 STAINLESS TAPPING SLEEVE, 16"X16"X8"	1	\$ 918.40	\$ 918.40	SMITH BAIR 663
104 STAINLESS TAPPING SLEEVE, 20"X20"X8"	1	\$ 1232.96	\$ 1232.96	SMITH BAIR 663

Group 5 Subtotal \$ 32,063.86

Unlisted Gate Valves
Percent Discount from List Price 25%

* EJ Prices Firm For 1 Year

Group 6: Curb and Gate Boxes

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
105 CURB BOX, COMPLETE	150	\$ 34.48	\$ 5172.00	Tyler 95E
106 CURB BOX, TOP HALF	50	\$ 18.60	\$ 930.00	
107 CURB BOX, LARGE BASE (BIGFOOT)	25	\$ 7.72	\$ 193.00	
108 CURB BOX EXTENSION, 9"	50	\$ 6.81	\$ 340.50	
109 CURB BOX EXTENSION, 16"	50	\$ 9.98	\$ 499.00	
110 CURB BOX REPAIR LID	100	\$ 13.00	\$ 1300.00	
111 GATE BOX, COMPLETE	25	\$ 101.16	\$ 2529.00	6860 HS
112 GATE BOX TOP 1/2, WITH LID	50	\$ 44.00	\$ 2200.00	
113 GATE BOX EXTENSION, 14"	25	\$ 19.95	\$ 498.75	
114 GATE BOX EXTENSION, 18" & 20"	25	\$ 23.14	\$ 578.50	
115 GATE BOX REGULAR BASE (#6)	25	\$ 31.30	\$ 782.50	
116 GATE BOX SMALL BASE (#4)	25	\$ 15.43	\$ 385.75	
117 GATE BOX FIXED RISER	50	\$ 20.42	\$ 1021.00	
118 GATE BOX ADJUSTABLE RISER	25	\$ 20.42	\$ 510.50	

Group 6 Subtotal \$ 16,940.50

Unlisted Curb and Gate Boxes
Percent Discount from List Price 40 %

* Tyler will hold prices until 6/30/20

Group 7: Extended Range Couplings

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
119 4" EXTENDED RANGE COUPLING	5	\$ 124.32	\$ 621.60	KOMAX
120 6" EXTENDED RANGE COUPLING	5	\$ 171.93	\$ 859.65	
121 8" EXTENDED RANGE COUPLING	5	\$ 202.78	\$ 1013.90	
122 10" EXTENDED RANGE COUPLING	2	\$ 252.91	\$ 505.82	
123 12" EXTENDED RANGE COUPLING	2	\$ 328.30	\$ 656.60	
Group 7 Subtotal \$			3,657.57	
Unlisted Extended Range Couplings				
Percent Discount from List Price				25 %

Group 8: Copper Pipe

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
124 1" TYPE K COPPER, 60' ROLL	25	\$ 243.00	\$ 6075.00	CambriBLE
125 1" TYPE K COPPER, 100' ROLL	50	\$ 405.00	\$ 20,250.00	
126 1-1/2" TYPE K COPPER, 60' ROLL	5	\$ 380.40	\$ 1,902.00	
127 2" TYPE K COPPER, 60' ROLL	5	\$ 604.80	\$ 3,024.00	

Group 8 Subtotal \$ 31,251.00

Unlisted Copper Pipe
Percent Discount from List Price N/A %

* Price Firm for 30 days

Group 9: Brass Fittings

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
128 CORPORATION, 3/4" X 1"	10	\$ 28.54	\$ 285.40	AV McDonald
129 CORPORATION, 1"	250	\$ 34.87	\$ 8,717.50	
130 CORPORATION, 1" C-C X 1-1/4" FLR	10	\$ 109.87	\$ 1,098.70	
131 CORPORATION, 1-1/4"	0	\$ 123.41		
132 CORPORATION, 1-1/2"	25	\$ 146.03	\$ 3,650.75	
133 CORPORATION, 1-1/2" C-C X 2" FLR	10	\$ 172.36	\$ 1,723.60	
134 CORPORATION, 2"	25	\$ 200.70	\$ 5,017.50	
135 SADDLE, 6" X 1 1/2"	10	\$ 92.21	\$ 922.10	
136 SADDLE, 8" X 1 1/2"	10	\$ 105.69	\$ 1,050.90	
137 SADDLE, 10" X 1 1/2"	10	\$ 135.80	\$ 1,358.00	
138 SADDLE, 12" X 1 1/2"	10	\$ 163.24	\$ 1,632.40	
139 CURB STOP, 1" C-C	225	\$ 69.51	\$ 15,639.75	
140 CURB STOP, 1-1/4" C-C	0	\$ 123.02		
141 CURB STOP, 1-1/2" C-C	20	\$ 175.47	\$ 3,509.40	
142 CURB STOP, 2" C-C	20	\$ 276.50	\$ 5,530.00	
143 STRAIGHT COUPLING, 3/4" X 3/4" FNPT X FFLR	20	\$ 8.48	\$ 169.60	
144 STRAIGHT COUPLING, 1" X 1" FNPT X FFLR	70	\$ 14.33	\$ 1,003.10	
145 STRAIGHT COUPLING, 1-1/4" X 1-1/4" FNPT X FFLR	25	\$ 21.95	\$ 548.75	
146 STRAIGHT COUPLING, 1-1/2" X 1-1/2" FNPT X FFLR	25	\$ 30.51	\$ 762.75	✓

147	STRAIGHT COUPLING, 2" X 2" FNPT X FFLR	15	\$ 52,28	\$ 784,20	AY McDonald
148	TWO-PART UNION, 3/4"	50	\$ 11,55	\$ 577,50	
149	TWO-PART UNION, 1"	100	\$ 17,90	\$ 1,790,00	
150	TWO-PART UNION, 1-1/4"	45	\$ 32,51	\$ 1,462,95	
151	TWO-PART UNION, 1-1/2"	20	\$ 43,15	\$ 863,00	
152	TWO-PART UNION, 2"	10	\$ 83,45	\$ 834,50	
153	1-1/2" TEE	10	\$ 108,00	\$ 1,080,00	
154	2" TEE	10	\$ 202,65	\$ 2,026,50	
155	1-1/2" QUARTER BEND (90)	10	\$ 98,12	\$ 981,20	
156	2" QUARTER BEND (90) 1" X 3/4" COPPER FLR X FFLR	10	\$ 135,24	\$ 1,352,40	
157	(PIGGY BACK NUT) 1-1/4" X 1" COPPER FLR X FFLR (PIGGY BACK NUT)	25	\$ 15,74	\$ 393,50	
158	1-1/2" X 1-1/4" COPPER FLR X FFLR (PIGGY BACK NUT)	20	\$ 31,84	\$ 636,80	
159	2" X 1-1/2" COPPER FLR X FFLR (PIGGY BACK NUT)	20	\$ 56,54	\$ 1,077,00	
160	1-1/4" X 1-1/2" FFLR X COPPER FLR	10	\$ N/A	\$ N/A	
161	1-1/4" X 1-1/2" FFLR X COPPER FLR	10	\$ 54,57	\$ 545,70	

Group 9 Subtotal \$ 67,025,45

Unlisted Brass Fittings
Percent Discount from List Price 25 %

Group 10: Water Meter Accessories

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
162 METER HORN, 3/4" X 1" X 1"	75	\$ 53.38	\$ 4,003.50	AY
163 METER HORN, 1" X 1" X 1"	25	\$ 85.90	\$ 2,147.50	↓
164 TANDEM RESETTER, 3/4" X 3/4"	5	\$ 159.88	\$ 799.40	↓
165 1-1/2" METER FLANGE, PAIR	25	\$ 21.63	\$ 540.75	DAVE
166 2" METER FLANGE, PAIR	13	\$ 25.38	\$ 329.94	DAVE
167 METER ADAPTER, 5/8" X 3/4", PAIR	50	\$ 2.60	\$ 130.00	AY
168 PRESSURE REDUCING VALVE, 3/4"	2	\$ 58.29	\$ 116.58	WILKINS NR3XL
169 PRESSURE REDUCING VALVE, 1"	1	\$ 72.92	\$ 72.92	↓
170 PRESSURE REDUCING VALVE, 1-1/4"	1	\$ 178.62	\$ 178.62	↓
171 PRESSURE REDUCING VALVE, 1-1/2"	1	\$ 286.84	\$ 286.84	↓
172 PRESSURE REDUCING VALVE, 2"	1	\$ 350.64	\$ 350.64	↓
173 REDUCED PRESSURE ZONE ASSEMBLY, 1"	3	\$ 260.30	\$ 780.90	WILKINS 375XL
174 REDUCED PRESSURE ZONE ASSEMBLY, 2"	3	\$ 533.75	\$ 1,601.25	WILKINS 375XL

Group 10 Subtotal \$ 11,338.84

Unlisted Water Meter Accessories
Percent Discount from List Price 25 %

Group 11: Castings

Item Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
175 EJ 1040C COVER, SEWER	10	\$ 160.25	\$ 1602.50	EJ
176 EJ 1040C COVER, STORM	10	\$ 160.25	\$ 1602.50	EJ
177 EJ 1040C COVER, WATER	10	\$ 160.25	\$ 1602.50	EJ
178 EJ 1040AGS COVER, SEWER	25	\$ 192.05	\$ 4801.25	EJ
179 EJ 1040M1 GRATE	3	\$ 149.20	\$ 447.60	EJ
180 EJ 1040Z FRAME	50	\$ 233.75	\$ 11,187.50	EJ
181 EJ 1046Z FRAME	5	\$ 194.75	\$ 973.75	EJ
182 EJ 1000C COVER, STORM	3	\$ 150.80	\$ 452.40	EJ
183 EJ 1000C COVER, SEWER	3	\$ 150.80	\$ 452.40	EJ
184 EJ 1000C COVER, WATER	3	\$ 150.80	\$ 452.40	EJ
185 EJ 1000Z FRAME	8	\$ 200.85	\$ 1606.80	EJ
186 EJ 7045M1 CURB INLET GRATE	10	\$ 127.85	\$ 1278.50	EJ
187 EJ 7045Z CURB INLET FRAME	10	\$ 271.50	\$ 2715.00	EJ
188 EJ 7050T1 CURB INLET HOOD	10	\$ 104.85	\$ 1048.50	EJ
189 EJ 7060T1 CURB INLET HOOD	3	\$ 112.00	\$ 336.00	EJ

* EJ Prices Firm For 1 Year

190	EJ 5000M2 CATCH BASIN GRATE	1	\$	<u>122.10</u>	\$	<u>122.10</u>	<u>EJ</u>
191	EJ 5080Z CATCH BASIN FRAME	1	\$	<u>222.50</u>	\$	<u>222.50</u>	<u>EJ</u>
192	EJ 5000Z CATCH BASIN FRAME	1	\$	<u>168.10</u>	\$	<u>168.10</u>	<u>EJ</u>

Group 11 Subtotal \$ 3,072.30

Unlisted Castings Accessories
Percent Discount from List Price 25 %

Group 12: Traverse City Fire Hydrant Parts

Item	Description and TC Fire Hydrant Parts Diagram Reference	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
193	Copper Gaskets--Used with #5 Only (1 XI)	0	\$ 14.80	\$ -	TCW
194	Bronze Stud 1/2" (2 R)	0	\$ 21.46	\$ -	
195	Bronze Nut 1/2" (3 R)	0	\$ 2.21	\$ -	
196	Cast Iron Top Nut (4 T) Bronze Stuffing Box Nut with #6 O-Rings	0	\$ 37.01	\$ -	
197	(5 F)	0	\$ 173.21	\$ -	
198	Rubber O-Ring Seals--Requires 2 (6 Y)	0	\$ 2.21	\$ -	
199	Top Bronze Piece (7 U)	0	\$ 515.21	\$ -	
200	Bronze Hose Nozzle 2 1/2" (9 G)	0	\$ 204.30	\$ -	
201	Hose Nozzle Cap Gasket (12 X2)	0	\$ 5.92	\$ -	
202	Pumper Nozzle Cap Gasket (2 X2)	0	\$ 8.14	\$ -	
203	Hose Nozzle Cap with Gasket (13 E)	0	\$ 85.86	\$ -	
204	Pumper Nozzle Cap with Gasket (14 E)	0	\$ 148.05	\$ -	
205	Stainless Steel Cotter Pin (16 W)	0	\$ 5.93	\$ -	
206	Full Face Gasket (17 X)	0	\$ 35.53	\$ -	
207	Lipped Gasket (17)	0	\$ 35.53	\$ -	
208	Break Flange O-Ring (XB)	0	\$ 65.88	\$ -	
209	Lock Ring (18)	0	\$ 22.07	\$ -	
210	Upper Rod (Traffic Model Only) (19 DB)	0	\$ 108.82	\$ -	
211	Barrel (Traffic Model) - 3'0" (20 BB)	0	\$ N/A	\$ -	

212	Add for each additional 6" of Barrel	0	\$	N/A	\$	-	TCIW
213	Hex Nut (21)	0	\$	2.23	\$	-	
214	Hex Bolt (22)	0	\$	2.23	\$	-	
215	Extension Stem Coupling(B) Main Valve Assembly—Includes 30-34, 36- 38, 41 (HS)	0	\$	119.92	\$	-	
216		0	\$	1772.15	\$	-	
217	Breakable Bolt & Nut—1 Each (23,25 VB)	0	\$	21.47	\$	-	
218	Barrel Flange (24)	0	\$	142.12	\$	-	
219	Flange Bolt & Nut—1 Each (25,29V)	0	\$	13.32	\$	-	
220	Breakable Coupling (26 CB)	13	\$	133.24	\$	1,732.12	
221	Lower Rod—Per Foot (27 D)	0	\$	44.41	\$	-	
222	Barrel (Non-Traffic)—3'0" (28)	0	\$	877.20	\$	-	
223	Add for each additional 6" of Barrel	0	\$	63.66	\$	-	
224	Bronze Stem (30 S)	0	\$	703.24	\$	-	
225	Bronze Drip Valve, Includes Leather & Drip Nails (31 H)	0	\$	399.74	\$	-	
226	O-Ring Seals—Requires 2 (32 Z)	0	\$	222.60	\$	-	
227	Valve Top Piece (33 K)	13	\$	157.71	\$	2,050.23	
228	Molded Valve Rubber (34 J)	13	\$	63.66	\$	827.58	
229	Bronze Valve Seat (35 M)	0	\$	175.44	\$	-	
230	Valve Bottom Piece (36 L)	13	\$	77.73	\$	1010.49	
231	Bronze Valve Nut (37 N)	13	\$	103.63	\$	1,347.19	
232	Bronze Packing Nut with 2 Set Screws (38 O)	0	\$	39.97	\$	-	
233	Set Screw (40)	0	\$	2.26	\$	-	

234	Drip Valve Leather with Nails & Rivet Set (41 l)	0	\$ <u>65,80</u>	\$ <u> </u>	<u>TC1W</u>
235	Rivet or Drip Nail-Set of 5 (58)	0	\$ <u>2,23</u>	\$ <u> </u>	<u>TC1W</u>

Group 12 Subtotal \$ 69,67,61

TOTAL BID (Sum of Groups 1 through 12) \$ 277,739,44
(If pricing provided for all bid groups only)

Signature of Authorized Representative of Bidder Thomas B. John Date 11/6/18

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.

Should the supplier's pricing change based on varying quantities ordered at any one time (i.e. single unit, box or bulk purchase), documentation shall be attached to the bid showing the price differences.

DELIVERY

Materials are F.O.B. delivered, freight paid, to the City of Ann Arbor Wheeler Service Center at 4251 Stone School Road, Ann Arbor, MI 48108, unless the City elects to pick up the materials at bidder's location.

APPROVED ALTERNATES

The City's designated representative will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Ann Arbor's best interest and will be final.

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.

PURCHASE ORDER

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

The terms and conditions of the Purchase Order are provided herein.

CONTRACT TERM

The pricing provided for this ITB shall be firm until June 30, 2020. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for one (1) additional one (1) year period.

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply.

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, Severability: 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. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

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 Section 9:158 of the City Code.

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.

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.



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 <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*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:		
<i>Core & Main LP</i> Vendor Name	<i>734 398 5950</i> Vendor Phone Number	
<i>Thomas B Fisher</i> Signature of Vendor Authorized Representative	<i>11/6/18</i> Date	<i>Thomas B Fisher</i> Printed Name of Vendor Authorized Representative