



June 17 2018

City of Ann Arbor
Procurement Unit
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48107

RE: Bid No. ITB #4588 - Water Main Line Stops and Insertable Valves

Thank you for the opportunity to bid on the Water Main Line Stops and Insertable Valves contract. Watertap's submission of the documents for ITB #4588 includes the Invitation to Bid, Legal Status of Bidder, Bid Form Schedule of Prices and References, Contractor's Declaration, Contractor's Affidavit, Prevailing Wage Declaration of Compliance, Living Wage Ordinance Declaration of Compliance, Vendor Conflict of Interest Disclosure Form and Non-Discrimination Ordinance Declaration of Compliance.

We hope to continue providing the City of Ann Arbor with the same quality service, workmanship and dedication that we have since December 2009.

Sincerely,

A handwritten signature in black ink that reads "Linda S. Carpani".

Linda S. Carpani
Vice President

Ph: 248-437-7023 . 48595 West Road Wixom, MI 48393 . Fax: 248.437.7043

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 and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or 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.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. 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.

The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract.

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 17th DAY OF June, 2019

WATERTAP, INC.
Bidder's Name
48595 West Road.
Wixom, MI 48393
Official Address

Linda S. Carpani
Authorized Signature of Bidder

LINDA S. CARPANI
(Print Name of Signer Above)

248.437.7023
Telephone Number

linda@watertapinc.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 LINDA S. CARPANI, bearing the office title of VICE PRESIDENT, 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 *Linda Carpani* Date June 17, 2019
(Print) Name LINDA S CARPANI Title VICE PRESIDENT
Company: WATERTAP, INC.
Address: 48595 West Road, Wixom, MI 48393
Contact Phone 248 437.7023 Fax 248 437.7043
Email linda@watertapinc.com

BID FORM

Section 1 – Schedule of Prices

Company: WATERTAP, INC.

Project: Public Works, Water Main Line Stops and Insertable Valves ITB# 4588

A. Scheduled in advance

Water Main Line Stops	Unit Price	Estimated Quantity	Subtotal
4"	2,600	2	\$ 5,200
6"	2,800	2	\$ 5,600
8"	3,300	10	\$ 33,000
10"	4,500	2	\$ 9,000
12"	4,800	6	\$ 28,800
14"	7,900	2	\$ 15,800
16"	8,400	4	\$ 33,600
20"	11,000	1	\$ 11,000
24"	17,000	1	\$ 17,000
30"	26,000	1	\$ 26,000

Insertable Valves	Unit Price	Estimated Quantity	Subtotal
4"	4,840	1	\$ 4,840
6"	4,650	4	\$ 18,600
8"	5,490	2	\$ 10,980
10"	8,480	1	\$ 8,480
12"	9,240	1	\$ 9,240

ESTIMATED TOTAL COST \$ 237,140

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B. Emergency Response
(mobilized and on job site within 3 hours of notification from City)

Water Main Line Stops	Unit Price	Estimated Quantity	Subtotal
4"	2,600	1	\$ 2,600
6"	2,800	1	\$ 2,800
8"	3,300	5	\$ 16,500
10"	4,500	1	\$ 4,500
12"	4,800	3	\$ 14,400
14"	7,900	1	\$ 7,900
16"	8,400	2	\$ 16,800
20"	11,000	1	\$ 11,000
24"	17,000	1	\$ 17,000
30"	26,000	1	\$ 26,000

Insertable Valves	Unit Price	Estimated Quantity	Subtotal
4"	4,840	1	\$ 4,840
6"	4,650	2	\$ 9,300
8"	5,490	1	\$ 5,490
10"	8,480	1	\$ 8,480
12"	9,240	1	\$ 9,240

ESTIMATED TOTAL COST \$ 156,850

Signature of Authorized Representative of Bidder *Grinda Laupen* Date 6.17.19

The terms and conditions on the following page apply to all line stops and insertable valves (emergency and non-emergency).

TERMS AND CONDITIONS

- IF IT'S NECESSARY to leave the line stop on the pipe overnight, there will be an additional charge per line stop, per calendar day. For 4-12 inch line stops the charge will be \$500, for 14-20 inch line stops the charge will be \$900 and for 24-30 inch line stops the charge will be \$1200.
- Price is valid for ductile or cast iron pipe only unless otherwise specified in the Scope of Work.
- Watertap, Inc. will provide line stop fittings/valve insertions.
- **UNLESS SPECIFIED IN THE SCOPE OF WORK ABOVE:** This price includes standard hardware only on the fittings and **material priced out does NOT meet Buy America, Buy American or American and Iron Steel specifications. If these specs are required for the above project, PLEASE ADVISE.**
- Excavation meeting current OSHA specifications is to be provided by others.
- Prices are for regular working hours only which are Monday through Friday from 7:00 a.m. to 5:00 p.m. Overtime hours will be charged at \$165 per hour for a service truck and \$95 per hour for a laborer/technician.
- Downtime will be charged at a rate of \$95 per hour for a service truck and \$65 per hour for a technician/laborer.
- **Cancellations must be made at least 24 hours prior to scheduled time or there will be an additional \$1,000 charge. Cancellations on site due to complications will result in a charge of \$2,500.**
- Insurance requirements over and above Watertap's current coverage, special safety equipment, safety meetings, site visits, pre-task plans and any additional paperwork required by contractor or owner are not included in the above price.
- Pipe restraining is to be done by others.
- Concrete and cold weather protection is to be done by others, if necessary, or will be charged for by Watertap.
- Also not included in the above prices are the following: permits, tap or inspection fees, shoring, dewatering, Miss Dig or traffic control.
- **Watertap, Inc. is not responsible for the integrity of the existing pipe.**
- 100% shut down is not guaranteed.
- Pipe O.D., pipe pressure (not to exceed 80 psi) and pipe type are to be verified prior to work being scheduled.
- This quote is conditioned on a mutually acceptable subcontract or purchase order specific to this project.
- Payment terms are NET/30, no retention.
- **Invoice total will be dependent on charges, if any, for the other pay items stipulated in this section.**

BID FORM

Section 5 – References

Include a minimum of 3 reference from similar project completed within the past 5 years.

[Refer also to Instructions to Bidders for additional requirements, if any]

1) 3551 Frederick Dr. \$6,100 4.24.19
Project Name Ann Arbor Cost Date Constructed

Dan Wooden, City of Ann Arbor 734.972.2413
Contact Name Phone Number

2) Platt Rd. Wim Break \$10,750 4.4.19
Project Name Cost Date Constructed

Dan Wooden, City of Ann Arbor 734.972.2413
Contact Name Phone Number

3) 919 Sunset, Ann Arbor \$54,000 11.20.17
Project Name Cost Date Constructed

Dan Wooden, City of Ann Arbor 734.972.2413
Contact Name Phone Number

Section 42

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period June 30, 2018, to June 30, 2019, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled Water Main Line Stops Insertable Valves for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There ~~is~~ is not Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

WATERTAP, INC. _____ 6.17.19 _____
Contractor Date

By Linda Saftem _____
(Signature)

Its VICE PRESIDENT _____
(Title of Office)

Past due invoices, if any, are listed below.

Section 43

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, WATERTAP, INC, represents that on June 30, 2019, it was awarded a contract by the City of Ann Arbor, Michigan to install line stops under and the terms and conditions of a Contract titled Water Main Line Stops and Insertable. The Contractor insertable represents that all work has now been accomplished and the Contract is complete Valves Valves

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract as of June 30, 2019 has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

WATERTAP, INC. Contractor 6.17.19 Date

By [Signature] (Signature)

Its VICE PRESIDENT (Title of Office)

Subscribed and sworn to before me, on this 18th day of June, 2019, Oakland County, Michigan

Notary Public Livingston County, MI
My commission expires on:

CATIE RICHARD
NOTARY PUBLIC - MICHIGAN
LIVINGSTON COUNTY
MY COMMISSION EXPIRES 03/22/2025
ACTING IN OAKLAND COUNTY

Oakland

**CITY OF ANN ARBOR
PREVAILING WAGE DECLARATION OF COMPLIANCE**

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City.
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (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.

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 wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

WATERTAP, INC.

Company Name

Linda S. Carpani

6-17-19

Signature of Authorized Representative

Date

LINDA S. CARPANI, VICE PRESIDENT

Print Name and Title

48595 West Road, Wixom, MI 48393

Address, City, State, Zip

248-437-7083 ofc./248-867-6195 cell/linda@watertapinc.com

Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

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 \$13.61/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 \$15.18/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.

WATERTAP, INC.
Company Name

48595 West Road
Street Address

Linda Carpani 6.17.19
Signature of Authorized Representative Date

Wixom, MI 48393
City, State, Zip

LINDA S. CAPPANI, VICE PRESIDENT
Print Name and Title

248.437.7083/linda@watertapinc.com
Phone/Email address



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 type="checkbox"/> Other (please describe in box below)
NO EXCEPTIONS	

*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:		
WATERTAP, INC	248.437.7023	
Vendor Name	Vendor Phone Number	
	6/17.19	LINDA S. CARPANI
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.

WATERTAP, INC.

Company Name

Linda S. Carpani

Signature of Authorized Representative

6-17-19

Date

LINDA S. CARPANI, VICE PRESIDENT

Print Name and Title

48595 West Road, Wixom, MI 48393

Address, City, State, Zip

248.437.7023 ofc / 248.867.6195 cell / linda@water-tapinc.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**