

## 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, 2, 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 encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. 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 and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

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

SIGNED THIS 19<sup>th</sup> DAY OF February, 2019.

Fonson Company, Inc.  
Bidder's Name

7644 Whitmore Lake Rd.,  
Brighton, MI, 48116  
Official Address

(810)-231-5188  
Telephone Number

  
Authorized Signature of Bidder

Joan Heavay  
(Print Name of Signer Above)

bfonson@fonsoninc.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 John Heavey, bearing the office title of Estimating & Construction Mgr., 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 February 19, 2019

(Print) Name John Heavey Title Est. & Const. Manager

Company: Fanson Company, Inc.

Address: 7644 Whitmore Lake Rd, Brighton, MI, 48116

Contact Phone (310)-231-5188 Fax (810)-231-5404

Email bfons@fansoninc.com

BID FORM

Section 1--Schedule of Prices

Company: Fonson Company, Inc.

Project: Longshore, Indianola, Ottawa, Argo, Amherst Water Main Replacement Project.

File #: 2018-019 Bid #: 4565

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
130	Protective Fencing	FT	1165	\$ <u>4.20</u>	\$ <u>4,893.00</u>
140	Exploratory Excavation (0-10' deep)	EA	12	\$ <u>1,200.00</u>	\$ <u>14,400.00</u>
200	Tree Removal, 8" or Larger, Modified	EA	3	\$ <u>1,500.00</u>	\$ <u>4,500.00</u>
201	Project Supervision, Max \$30,000.00	LS	1	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
202	General Conditions, Max. \$50,000.00	LS	1	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
203	Digital Audio Visual Coverage	LS	1	\$ <u>4,325.00</u>	\$ <u>4,325.00</u>
204	Minor Traffic Devices, Max \$20,000.00	LS	1	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
205	Clean-Up & Restoration, Special, Max \$10,000	LS	1	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
206	"No Parking" Signs	EA	125	\$ <u>40.00</u>	\$ <u>5,000.00</u>
209	Sewer, Any Size or Depth, Remove	FT	700	\$ <u>28.00</u>	\$ <u>19,600.00</u>
210	Drainage Structure, Any Size or Depth, Remove	EA	27	\$ <u>625.00</u>	\$ <u>16,875.00</u>
211	Additional Depth Structure Adjust/Repair	FT	20	\$ <u>275.00</u>	\$ <u>5,500.00</u>
212	Remove Sanitary Sewer Lead	FT	18	\$ <u>70.00</u>	\$ <u>1,260.00</u>
215	Water Main Pipe Abandonment, Modified	LS	1	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
216	Fire Hydrant Assembly Abandonment	EA	4	\$ <u>1,450.00</u>	\$ <u>5,800.00</u>
220	6 Inch Insertion Valve in Box	EA	2	\$ <u>12,800.00</u>	\$ <u>25,600.00</u>
221	Temporary Water Main Line Stop, Additional Rental Day	EA	4	\$ <u>500.00</u>	\$ <u>2,000.00</u>
222	Temporary Water Main Line Stop, Less than 6 inch	EA	2	\$ <u>6,700.00</u>	\$ <u>13,400.00</u>
223	Temporary 6 inch or 8 inch Water Main Line Stop	EA	6	\$ <u>7,000.00</u>	\$ <u>42,000.00</u>
224	Temporary 12 inch Water Main Line Stop	EA	2	\$ <u>8,500.00</u>	\$ <u>17,000.00</u>
225	6-Inch Wrapped Underdrain	FT	5080	\$ <u>14.50</u>	\$ <u>73,660.00</u>
226	Machine Grading, Modified	SYD	16000	\$ <u>8.50</u>	\$ <u>136,000.00</u>

TOTAL THIS PAGE (BF-1)  
(Also to be entered on page BF-5)

\$ 541,813.00

BID FORM

Section 1-Schedule of Prices

Company: Fonson Company, Inc.

Project: Longshore, Indianola, Ottawa, Argo, Amherst Water Main Replacement Project.

File #: 2018-019 Bid #: 4565

<u>Item</u>	<u>Description</u>	<u>Estimated</u>		<u>Unit Price</u>	<u>Total Price</u>
		<u>Unit</u>	<u>Quantity</u>		
227	Subgrade Undercutting - Type II	CYD	150	\$ <u>50.00</u>	\$ <u>7,500.00</u>
230	HMA Pavement Leveling/Top - LVSP	TON	3200	\$ <u>103.00</u>	\$ <u>329,600.00</u>
231	HMA Handpatching	TON	45	\$ <u>275.00</u>	\$ <u>12,375.00</u>
240	Concrete Curb or Curb and Gutter - All Types	FT	4700	\$ <u>22.00</u>	\$ <u>103,400.00</u>
241	Concrete Curb or Curb and Gutter - All Types (High Early)	FT	380	\$ <u>33.00</u>	\$ <u>12,540.00</u>
242	4 Inch Concrete Sidewalk	SFT	5000	\$ <u>6.00</u>	\$ <u>30,000.00</u>
243	6 Inch Concrete Sidewalk or Sidewalk Ramp	SFT	360	\$ <u>10.75</u>	\$ <u>3,870.00</u>
244	6 Inch Concrete Drive - High Early	SFT	2470	\$ <u>7.70</u>	\$ <u>19,019.00</u>
245	Detectable Warning, Cast In Place	SFT	70	\$ <u>25.00</u>	\$ <u>1,750.00</u>
246	Integral Sidewalk Retaining Wall, 6 inch to 18 inch	SFT	50	\$ <u>32.00</u>	\$ <u>1,600.00</u>
250	Sand Subbase Course, Class II - C.I.P.	CYD	100	\$ <u>150.00</u>	\$ <u>15,000.00</u>
251	21AA Limestone, C.I.P.	CYD	150	\$ <u>45.00</u>	\$ <u>6,750.00</u>
252	Aggregate Base Course, 21AA - C.I.P.	TON	3950	\$ <u>24.00</u>	\$ <u>94,800.00</u>
253	Aggregate Base Course, 23A - C.I.P.	CYD	500	\$ <u>46.00</u>	\$ <u>23,000.00</u>
254	Aggregate Surface Course, 23A - C.I.P.	TON	500	\$ <u>28.00</u>	\$ <u>14,000.00</u>
261	Remove Concrete Curb or Curb and Gutter - Any Type	FT	5000	\$ <u>4.25</u>	\$ <u>21,250.00</u>
262	Remove Concrete Sidewalk and Drive - Any Thickness	SFT	4800	\$ <u>1.60</u>	\$ <u>7,680.00</u>
263	HMA Surface Remove	SFT	100	\$ <u>1.95</u>	\$ <u>195.00</u>
265	Sidewalk Grading	STA	6	\$ <u>750.00</u>	\$ <u>4,500.00</u>
266	Sidewalk Ramp Grading	EA	5	\$ <u>185.00</u>	\$ <u>925.00</u>
270	Pavt Mrkg, Thermoplastic, 12 inch Crosswalk	FT	1008	\$ <u>4.25</u>	\$ <u>4,284.00</u>
271	Pavt Mrkg, Thermoplastic, 24 inch Stop Bar	FT	91	\$ <u>8.50</u>	\$ <u>773.50</u>
TOTAL THIS PAGE (BF-2)				\$	<u>714,811.50</u>
(Also to be entered on page BF-5)					

BID FORM

Section 1-Schedule of Prices

Company: Fonson Company, Inc.

Project: Longshore, Indianola, Ottawa, Argo, Amherst Water Main Replacement Project.

File #: 2018-019 Bid #: 4565

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
272	Sign, Portable Changeable Message, Furnish and Operate	EA	3	\$ <u>4,500.00</u>	\$ <u>13,500.00</u>
273	Plastic Drum - Lighted, Furnish and Operate	EA	82	\$ <u>28.00</u>	\$ <u>2,296.00</u>
274	Barricade Type III - Lighted, Furnish and Operate	EA	42	\$ <u>80.00</u>	\$ <u>3,360.00</u>
275	Temporary Sign, Type B, Furnish and Operate	SFT	590	\$ <u>5.00</u>	\$ <u>2,950.00</u>
276	Channelizing Device, 42 Inch, Furnish and Operate	EA	150	\$ <u>18.00</u>	\$ <u>2,700.00</u>
280	Fire Hydrant Assembly	EA	8	\$ <u>4,750.00</u>	\$ <u>38,000.00</u>
281	Fertilizer, Chemical Nutrient, CI A	LBS	150	\$ <u>0.50</u>	\$ <u>75.00</u>
282	Mulch Blanket, High Velocity	SYD	4000	\$ <u>0.75</u>	\$ <u>3,000.00</u>
283	Seeding, Mixture THM	LBS	185	\$ <u>6.00</u>	\$ <u>1,110.00</u>
284	Topsoil Surface, Furn, 4 inch	SYD	4000	\$ <u>3.50</u>	\$ <u>14,000.00</u>
299	Certified Payroll Compliance and Reporting	LS	1	\$ <u>500.00</u>	\$ <u>500.00</u>
320	12" CL IV RCP Storm Sewer Pipe, Trench Detail I	FT	704	\$ <u>80.00</u>	\$ <u>56,320.00</u>
353	4 inch SDR 35 PVC Sanitary Lead, Trench Detail I	FT	90	\$ <u>81.00</u>	\$ <u>7,290.00</u>
354	6 inch SDR 35 PVC Sanitary Lead, Trench Detail I	FT	90	\$ <u>84.00</u>	\$ <u>7,560.00</u>
366	Inlet-Junction Chamber	EA	1	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
367	Single Inlet	EA	24	\$ <u>1,700.00</u>	\$ <u>40,800.00</u>
400	6 inch Class 50 DIP w/polywrap, Trench Detail I	FT	62	\$ <u>137.00</u>	\$ <u>8,494.00</u>
401	8 inch Class 50 DIP w/polywrap, Trench Detail I	FT	4300	\$ <u>114.00</u>	\$ <u>490,200.00</u>
402	8 inch Class 50 DIP w/polywrap, Trench Detail II	FT	1580	\$ <u>91.00</u>	\$ <u>143,780.00</u>
403	12 inch Class 50 DIP w/polywrap, Trench Detail I	FT	5	\$ <u>225.00</u>	\$ <u>1,125.00</u>
410	6" 22.5° Bend	EA	1	\$ <u>665.00</u>	\$ <u>665.00</u>
411	6" 45° Bend	EA	2	\$ <u>670.00</u>	\$ <u>1,340.00</u>

TOTAL THIS PAGE (BF-3)  
(Also to be entered on page BF-5)

\$ 841,065.00

BID FORM

Section 1-Schedule of Prices

Company: Fonson Company, Inc.

Project: Longshore, Indianola, Ottawa, Argo, Amherst Water Main Replacement Project.

File #: 2018-019 Bid #: 4565

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
412	6" 90° Bend	EA	4	\$ <u>690.00</u>	\$ <u>2,760.00</u>
413	8" 11.25° Bend	EA	21	\$ <u>740.00</u>	\$ <u>15,540.00</u>
414	8" 22.5° Bend	EA	7	\$ <u>735.00</u>	\$ <u>5,145.00</u>
415	8" 45° Bend	EA	1	\$ <u>760.00</u>	\$ <u>760.00</u>
416	8" 90° Bend	EA	4	\$ <u>785.00</u>	\$ <u>3,140.00</u>
422	8" x 6" Reducer	EA	16	\$ <u>400.00</u>	\$ <u>6,400.00</u>
424	12" x 8" Reducer	EA	2	\$ <u>550.00</u>	\$ <u>1,100.00</u>
430	6" x 6" x 6" Tee	EA	3	\$ <u>510.00</u>	\$ <u>1,530.00</u>
431	8" x 8" x 8" Tee	EA	17	\$ <u>660.00</u>	\$ <u>11,220.00</u>
432	8" x 8" x 8" x 8" Cross	EA	2	\$ <u>810.00</u>	\$ <u>1,620.00</u>
436	12" x 12" x 12" Tee	EA	1	\$ <u>950.00</u>	\$ <u>950.00</u>
442	6" Gate Valve-in-Box	EA	1	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
443	8" Gate Valve-in-Box	EA	2	\$ <u>2,000.00</u>	\$ <u>4,000.00</u>
444	12" Gate Valve-in-Box	EA	1	\$ <u>3,100.00</u>	\$ <u>3,100.00</u>
446	6" Gate Valve-in Well	EA	1	\$ <u>5,200.00</u>	\$ <u>5,200.00</u>
447	8" Gate Valve-in Well	EA	22	\$ <u>5,500.00</u>	\$ <u>121,000.00</u>
448	12" Gate Valve-in Well	EA	1	\$ <u>6,600.00</u>	\$ <u>6,600.00</u>
460	Excavate & Backfill for Water Service Tap and Lead	FT	1400	\$ <u>80.00</u>	\$ <u>112,000.00</u>
563	Structure Covers	LBS	16000	\$ <u>1.80</u>	\$ <u>28,800.00</u>
566	Adjust Structure Cover	EA	38	\$ <u>750.00</u>	\$ <u>28,500.00</u>
567	Adjust Monument Box or Gate Valve Box	EA	6	\$ <u>500.00</u>	\$ <u>3,000.00</u>
800	Celtic occidentalis, (Hackberry), 2 inch	EA	2	\$ <u>665.00</u>	\$ <u>1,330.00</u>

TOTAL THIS PAGE (BF-4)  
(Also to be entered on page BF-5)

\$ 365,495.00

BID FORM

Section 1—Schedule of Prices

Company: Fonson Company, Inc.

Project: Longshore, Indianola, Ottawa, Argo, Amherst Water Main Replacement Project.

File #: 2018-019 Bid #: 4565

<u>Item</u>	<u>Description</u>	Estimated		<u>Unit Price</u>	<u>Total Price</u>
		<u>Unit</u>	<u>Quantity</u>		
801	Gleditsia tracanthos, (Honeylocust), 2 inch	EA	2	\$ 665.00	\$ 1,330.00
802	Acer rubrum, (Red Maple), 2 inch	EA	2	\$ 565.00	\$ 1,130.00

TOTAL THIS PAGE (BF-5) \$ 2,460.00

TOTAL FROM PAGE BF-1: \$ 541,813.00

TOTAL FROM PAGE BF-2: \$ 714,811.50

TOTAL FROM PAGE BF-3: \$ 841,065.00

TOTAL FROM PAGE BF-4: \$ 365,495.00

TOTAL BASE BID: \$ 2,465,644.50 ✓ Jkn



## BID FORM

### Section 2 – Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

Item Number


Description

Add/Deduct Amount

*For the work outlined in this request for bid,  
the bidder does NOT propose any material  
or equipment alternate under the Contract.*

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 2/19/19

## BID FORM


### Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 2/19/19

# BID FORM

## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Water Tap Inc. 48595 West Rd. Wixom, MI, 48393	Line stops & Insertion Valves	\$ 54,500.00
GM & Sons, Inc. 6784 Whitmore Lake Rd., Whitmore Lake, MI, 48189	Concrete curbs & walks	\$ 141,815.00
T&M Asphalt Paving, Inc. 4755 Old Plank Rd., Milford, MI, 48381	HMA Paving	\$ 341,975.00

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date 2/19/19

## BID FORM

### Section 5 – References

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

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

1) N Fifth Ave \$4,108,380 Dec, 2018  
Project Name Reconstruction Cost Date Constructed

Brian Stizewski - City of Ann Arbor (734)-794-6410  
Contact Name Phone Number

2) South University \$2,193,136 Oct, 2017  
Project Name streetscape Cost Date Constructed  
Improvements

Elizabeth Rolla - City of Ann Arbor (734)-994-6697  
Contact Name DDA Phone Number

3) Chelsea Streets \$1,230,345.00 Dec, 2017  
Project Name Improvements Cost Date Constructed

Sue Dickinson - Midwestern (734)-904-2665  
Contact Name consulting Phone Number

**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.

Fanson Company, Inc.  
Company Name

[Signature] 2/19/19  
Signature of Authorized Representative Date

John Heaver Est. & Const. Mgr.  
Print Name and Title  
7644 Whitmore Lake Rd, Brighton, MI, 48116  
Address, City, State, Zip  
(810)-231-5183 / jhfonson@fansoninc.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 \$13.22/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 \$14.75/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).

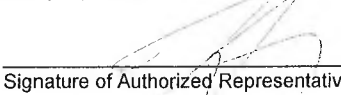
<b>Check the applicable box below which applies to your workforce</b>	
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (a) 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.
- (b) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (c) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (d) 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.

Fonson Company, Inc.  
Company Name

7644 Whitmore Lake Rd.  
Street Address

  
Signature of Authorized Representative

2/19/19  
Date

Brighton, MI, 48116  
City, State, Zip

John Abraham, Est. & Const. 1762  
Print Name and Title

(810)-231-5188/bfonson@fonsoninc.com  
Phone/Email address

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019**

**\$13.22 per hour**

If the employer provides health  
care benefits\*

**\$14.75 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](mailto:cspencer@a2gov.org)**



**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)
None	

\*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.

<b>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:</b>		
Fonson Company, Inc.	(810)-231-5188	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	2/19/19	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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

Fonson Company, Inc.  
Company Name

 2/19/19  
Signature of Authorized Representative Date

JOHN HEAVEY, EST. & CONST. MGR.  
Print Name and Title

7644 Whitmore Lake Rd, Brighton, MI, 48116  
Address, City, State, Zip

(810)-231-5188 / bfonson@fonsoninc.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](http://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](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto: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](mailto: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.

Fonson Company, INC.  
CONSENT RESOLUTIONS OF A SPECIAL MEETING OF THE  
BOARD OF DIRECTORS

I, the undersigned, being the sole director of **FONSON COMPANY, INC.**, a Michigan Corporation ( the "Corporation"), hereby waive the necessity of notice and holding of a special meeting of the Board of Directors of the Corporation and in its stead I adopts as of December 8,2014 the following:

**RESOLVED**, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation ,or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Peter D. Scodeller
Treasurer:	Peter D. Scodeller

**RESOLVED**, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that John Heavey shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

Dated as of:  
December 8, 2014



PETER D. SCODELLER

# CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Fonson Company, Inc. ("Contractor"), a Michigan corporation located at 7644 Whitmore Lake Road, Brighton, MI 48116. Based upon the mutual promises below, the Contractor and the City agree as follows:

## ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled [Insert Title of Bid and Bid Number] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable)	General Conditions
Vendor Conflict of Interest Form	Standard Specifications
Prevailing Wage Declaration of Compliance Form (if applicable)	Detailed Specifications
Bid Forms	Plans
Contract and Exhibits	Addenda
Bonds	

## ARTICLE II - Definitions

Administering Service Area/Unit means **Engineering**

Project means **ITB No. 4565, Longshore, Indianola, Ottawa, Argo, Amherst Water Main Replacement Project.**

## ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within **two hundred, fourteen (214)** consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to **\$400.00** for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

#### **ARTICLE IV - The Contract Sum**

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

Two Million, Four Hundred and Sixty-five Thousand, Six Hundred and Forty-four and 50/100 Dollars (\$2,465,644.50)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

#### **ARTICLE V - Assignment**

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

#### **ARTICLE VI - Choice of Law**

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

#### **ARTICLE VII - Relationship of the Parties**

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

**ARTICLE VIII - Notice**

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

**ARTICLE IX - Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor’s behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City’s sole negligence. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

**ARTICLE X - Entire Agreement**

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party’s invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party’s failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Howard Lazarus  
City Administrator

[signatures continue on next page]

By \_\_\_\_\_  
Craig Hupy  
Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney