ANN ARBOR DDA
INVITATION TO BID

William Street Improvements

ITB No. 4573

11:30 a.m., Friday, March 15, 2019

Ann Arbor Downtown Development Authority

Issued By:
Ann Arbor Downtown Development Authority
150 S. Fifth Ave, Ste #301
Ann Arbor, MI 48104

2016+2018 DDA revised
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APPENDIX A – SOIL BORINGS

ATTACHMENTS

City of Ann Arbor Prevailing Wage Declaration of Compliance
City of Ann Arbor Living Wage Ordinance Declaration of Compliance
Vendor Conflict of Interest Disclosure Form
City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance
NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held 11:00 a.m., Friday, March 1, 2019 at Ann Arbor DDA, 150 S. Fifth Ave, Ste #301, Ann Arbor, MI 48104

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the DDA Project Manager. Answers that change or substantially clarify the bid will be affirmed in an addendum.
INSTRUCTIONS TO BIDDERS

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

Any Bid which does not conform fully to these instructions may be rejected.

Substitutions of materials, products or equipment will not be considered during the bidding phase. Bids shall be based on products listed in the Specification.

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

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

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

Questions or Clarification on ITB Specifications
All questions regarding this ITB shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before 1:00 p.m., Thursday, March 7, 2019 and should be addressed to erolla@a2dda.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Elizabeth Rolla, P.E. at erolla@a2dda.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda
If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mtn.info and/or Ann Arbor Downtown Development Authority website www.a2dda.org for all parties to download.

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

The DDA will not be bound by oral responses to inquiries or written responses other than written addenda.

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Bid Submission

All Bids are due and must be delivered to the Ann Arbor DDA on or before Friday, March 15, 2019, at 11:30 a.m. EST. 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 copies in a sealed envelope clearly marked: ITB No. 4573 William Street Improvements

Bids must be addressed and delivered to:

Ann Arbor DDA
150 S. Fifth Ave, Ste #301
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 Contractor will enter into a contract with the Ann Arbor DDA. However, this project also includes work for the City of Ann Arbor. Therefore, the following forms provided within this ITB Document must be included in submitted bids.

- City of Ann Arbor Prevailing Wage Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- 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 DDA at the address above in order to be considered. Normal business hours are 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding Holidays. The DDA 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 DDA determines in its sole discretion that circumstances warrant it.

Award

The DDA intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The DDA may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the DDA. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the DDA. If the DDA determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the DDA, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is
responsible. In comparing Bids, the DDA will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the DDA.

Official Documents
These bid documents are being distributed through the Downtown Development Authority and 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 documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

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

Withdrawal of Bids
After the time of opening, no Bid may be withdrawn for the period of sixty (60) days

Contract Time
Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-2, Article III of the Contract. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages
A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the DDA as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the DDA shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

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.

Human Rights Information
This project includes work for the City of Ann Arbor. All contractors proposing to do work on this project shall satisfy the contract compliance 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 as outlined in Section 5, beginning at page GC-3 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 this contract.

Wage Requirements
This project includes work for the City of Ann Arbor. Section 4, beginning at page GC-2, outlines the requirements for payment of prevailing wages and for payment of a “living wage” to employees providing service under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide documentary proof of compliance
when requested.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before bids are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: [www.wdol.gov](http://www.wdol.gov)

**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 be 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.

**Major Subcontractors**

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over $50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the DDA.

**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 DDA 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 Elizabeth Rolla, P.E. within five business days of the award action. The bidder must clearly state the reasons for the protest. The protest will be reviewed by the DDA, whose decision will be final.

**Cost Liability**

The DDA assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the DDA. 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 Ann Arbor DDA 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 DDA.

Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: www.a2gov.org/idlefree.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

(a) For any period of time while the Commercial Vehicle is unoccupied; or

(b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.
INVITATION TO BID

Ann Arbor DDA
150 S. Fifth Ave, Ste #301
Ann Arbor, MI 48104

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 DDA, 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 \[1,2,3\], 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.

This project includes work for the City of Ann Arbor. 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.

This project includes work for the City of Ann Arbor. 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 under this Contract. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct.

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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 DDA 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 DDA.

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 DDA 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 DDA believes to be in its best interest.

SIGNED THIS 15th DAY OF March, 2019

Fonson Company, Inc.
Bidder's Name
7644 Whitmore Lake Road
Brighton, MI, 48116
Official Address
(810)-231-5188
Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

bfons@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 Est. & Construction Manager, whose signature is affixed to this Bid, is authorized to execute contracts.

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

* A limited liability company doing business under the laws of the State of ________, 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 3-15, 2017

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

Company: Fonson Company, Inc.

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

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

Email bfonson@fonsoninc.com
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BF-4

TOTAL THIS PAGE $354,750.00

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TOTAL THIS PAGE $208,990.70
## Bid Form

**Section 1 - Schedule of Prices**

**Company:** Fonson Company, Inc.  
**Project:** William Street Improvements ITB #4573

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**BF-6**

TOTAL THIS PAGE $9,603.00

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# BID FORM
**Section 1 - Schedule of Prices**

Company: [Fonson Company, Inc.]

Project: William Street Improvements ITB #4573

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**TOTAL BASE BID** $2,672,800.48


**BID FORM**

Section 2 - Material and Equipment 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 DDA, 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.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Add/Deduct Amount</th>
</tr>
</thead>
</table>

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 [signature] Date 3-15-19

BF-8
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 3-15-19

BF-9
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:

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PK Contracting, Inc.</td>
<td>Stripping</td>
<td>$175,600</td>
</tr>
<tr>
<td>1965 Barrett Troy, MI, 48084</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Tap, Inc.</td>
<td>Line Stops</td>
<td>$73,100</td>
</tr>
<tr>
<td>48595 West Road Wixom, MI, 48393</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Santez Cement</td>
<td>Concrete</td>
<td>$214,300</td>
</tr>
<tr>
<td>860 Southfield Road, Lincoln Park, MI, 48146</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T&amp;M Asphalt Paving</td>
<td>HMA Paving</td>
<td>$459,300</td>
</tr>
<tr>
<td>4755 Old Plank Rd. Milford, MI, 48381</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 3/15/19

BF-10

ADD-2-15
BID FORM

Section 5 – References

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

1) **South University**
   - Project Name: streetscape
   - Cost: $2,193,136
   - Date Constructed: Oct, 2017
   - Contact Name: Elizabeth Rolla, Ann Arbor DDA
   - Phone Number: (734)-994-6697

2) **N. Fifth Ave**
   - Project Name: Reconstruction
   - Cost: $4,108,380
   - Date Constructed: Dec, 2018
   - Contact Name: Brian Slizewski, City of Ann Arbor
   - Phone Number: (734)-794-6410

3) **Chelsea Streets**
   - Project Name: Improvements
   - Cost: $1,230,345
   - Date Constructed: Dec, 2017
   - Contact Name: Sue Dickinson, Midwestern Consulting
   - Phone Number: (734)-904-2665

BF-11
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 has been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Fonson Company, Inc.

Company Name

[Signature]

Signature of Authorized Representative

[Date]

Print Name and Title

John Hensley, Est. & Cost Mgr.

Address, City, State, Zip

7644 Whitmore Lake Rd, Brighton, MI, 48116

Phone/Email address

(810) 231-5189/bfons@fonsoninc.com

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

9/25/15 Rev 0
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 Grantee 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

(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. 7644 Whitmore Lake Road
Street Address

Signature of Authorized Representative Date

John Heavey, Est. & Const. Mgr
Print Name and Title

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org

Rev. 3/6/18
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE

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

$13.22 per hour  $14.75 per hour
If the employer provides health care benefits*  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

Revised 2/1/2018
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:

<table>
<thead>
<tr>
<th>Conflict of Interest Disclosure*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.</td>
</tr>
<tr>
<td>( ) Relationship to employee</td>
</tr>
<tr>
<td>( ) Interest in vendor's company</td>
</tr>
<tr>
<td>( ) Other (please describe in box below)</td>
</tr>
</tbody>
</table>

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.

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:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fonsan Company, Inc.</td>
<td>(810)-231-5188</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Vendor Authorized Representative</th>
<th>Date</th>
<th>Printed Name of Vendor Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3-15-19</td>
<td>John Heavey</td>
</tr>
</tbody>
</table>

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

COI – Ver. 1 – 6/9/16
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 workplace 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

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

2016 Rev 0 NDO-2
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 (hrcc@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.
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
PERFORMANCE BOND

Bond No. 028137V

(1) Fonson Company, Inc., of 7644 Whitmore Lake Rd, Brighton, MI 48116 (referred to as "Principal"), and Westfield Insurance Company, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the Ann Arbor Downtown Development Authority (referred to as "DDA"), for Two million six hundred seventy two thousand eight hundred and 48/100 Dollars ($2,672,800.48), the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the DDA dated April 18, 2019, for: William Street Improvements and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the DDA to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the DDA for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the DDA, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the DDA if the Principal fully and promptly performs under the Contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this 18th day of April, 2019.

Westfield Insurance Company
(Name of Surety Company)

By
(Signature) Lisa M. Wilmot

Its Attorney-in-Fact
(Title of Office)

Fonson Company, Inc.
(Name of Principal)

By
(Signature) John Heaney

(Title of Office)

Name and address of agent:

Hylant

24 Frank Lloyd Wright Drive, Suite J4100
Ann Arbor, MI 48105
LABOR AND MATERIAL BOND
Bond No. 028137V

(1) Fonson Company, Inc.
of 7544 Whitmore Lake Rd, Brighton, MI 48116 (referred to as "Principal"); and
Westfield Insurance Company, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the Ann Arbor Downtown Development Authority (referred to as "DDA"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of Two million six hundred seventy two thousand eight hundred and 48/100 Dollars ($2,672,800.48), for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the DDA, dated April 18, 2019, for William Street Improvements; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;

(3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.

(4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this 18th day of April, 2019

Westfield Insurance Company
(Name of Surety Company)
By ________________________________
(Signature) Lisa M. Wilmot
Its. Attorney-in-Fact
(Title of Office)

Fonson Company, Inc.
(Name of Principal)
By ________________________________
(Signature) John Heaney
Its Est. & Const. Mgr.
(Title of Office)

Name and address of agent:

Hyliant
24 Frank Lloyd Wright Drive, Suite J4100
Ann Arbor, MI 48105

Jerry Lax, DDA Attorney
Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company," and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TERRI L. MAHAKIAN, MICHAEL M. HYLAND, JUDY K. WILSON, DEBORAH A. NEFF, CHALENE M. HADDON, LISA M. WILMOT, JOEL E. SPECKMAN, SUSAN E. HURD, VICKI S. DUNCAN, KRISTIE A. PUDVIN, MONICA M. MILLS, JOINTLY OR SEVERALLY

of ANN ARBOR and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

-The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary;"

"Be it further Resolved, that the signature of any such designated person and the seal of the Company hereof or hereafter affixed to any power of attorney or any certificate relating thereto be facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JUNE A.D. 2017.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By Dennis P. Baus, National Surety Leader and Senior Executive

Notarial Seal Affixed

By David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of April 2019.

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
CONTRACT

THIS AGREEMENT is made on the 18th day of April, 2019, between the ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan Municipal Corporation, 150 S. Fifth Ave., Ann Arbor, Michigan 48104 ("DDA") and Fonson Company Inc. ("Contractor") a Michigan corporation with its address at 7644 Whitmore Lake Rd, Brighton, MI 48116.

Based upon the mutual promises below, the Contractor and the DDA 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 Huron Street Streetscape Improvements 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
- Declaration of Compliance Forms (if applicable)*
- Standard Specifications
- Prevailing Wage Declaration of Compliance Form (if applicable)*
- Detailed Specifications
- Bid Forms
- Plans
- Contract and Exhibits
- Addenda
- Bonds

* This project includes work for the City of Ann Arbor

ARTICLE II - Definitions

Administering Service Area/Unit means Ann Arbor DDA

Project means William Street Improvements ITB# 4573

Supervising Professional/Engineer means the DDA Project Manager, Elizabeth Rolla, P.E., or her designee

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 DDA.

(B) The entire work for this Contract shall be completed in accordance with the Detailed Specification for Progress Clause.

(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 DDA, as liquidated damages and not as a penalty, an amount equal to $500 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the DDA 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 DDA 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 six hundred seventy two thousand eight hundred and 48/100 Dollars ($2,672,800.48)

(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 DDA 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 DDA. Notwithstanding any consent by the DDA 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 DDA.

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 DDA 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 DDA. Nothing contained in this Contract shall be deemed to constitute any other relationship between the DDA 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 DDA for any Contract, debt, or any other obligation to the DDA. The DDA 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

This project includes work for the City of Ann Arbor and within the City’s right-of-way. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City and DDA, 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 and DDA for losses or damages caused by or resulting from the City or DDA'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 DDA and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings 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 DDA and the Contractor.

FOR CONTRACTOR

By

For the ANN ARBOR DDA

By

Marie Klopf, DDA Chair

By

Susan Polley, Executive Director

Approved as to form and content

Jerry Lax, DDA Attorney