

## 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 6<sup>th</sup> DAY OF April, 2021.

Fonson Company, Inc.

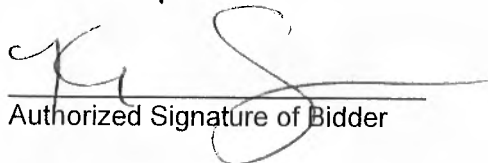
Bidder's Name

7644 Whitmore Lake Rd,  
Brighton, MI, 48116

Official Address

(810)-231-5188

Telephone Number



Authorized Signature of Bidder

Kirk Cooley  
(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 Kirk Cooley, bearing the office title of General Manager, whose signature is affixed to this Bid, is authorized to execute contracts.

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

~~• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

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

Authorized Official

Kirk Cooley Date April 6, 2021

(Print) Name Kirk Cooley Title General Manager

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

BID FORM

Company: Fonson Company, Inc.

Project: Geddes Road Water Main

File # 2018-040 Bid # 4656

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
114	Type A Lighted Arrow Board, Furnished and Operated	EA	2	\$ <u>945.00</u>	\$ <u>1,890.00</u>
140	Exploratory Excavations (0-10deep) Tr Det 1	EA	10	\$ <u>950.00</u>	\$ <u>9,500.00</u>
201	Project Supervision, Max. \$ 40,000	LS	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
202	General Conditions, Max. \$ 80,000	LS	1	\$ <u>80,000.00</u>	\$ <u>80,000.00</u>
203	Minor Traffic Control Max. \$ 40,000	LS	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
204	Digital Audio Visual Coverage	LS	1	\$ <u>3,150.00</u>	\$ <u>3,150.00</u>
205	Certified Payroll Compliance and Reporting	LS	1	\$ <u>250.00</u>	\$ <u>250.00</u>
206	Allowance for Unforeseen Site Conditions	DLR	25000	\$ <u>1.00</u>	\$ <u>25,000.00</u>
207	Cleanup and Restoration, Special, Max \$10,000	LS	1	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
209	Machine Grading Modified	SYD	8000	\$ <u>15.50</u>	\$ <u>124,000.00</u>
212	Subgrade Undercutting - Type II	CY	100	\$ <u>25.00</u>	\$ <u>2,500.00</u>
214	Temporary 12 inch Water Main Line Stop	EA	2	\$ <u>9,500.00</u>	\$ <u>19,000.00</u>
215	Temporary 16 inch Water Main Line Stop	EA	2	\$ <u>12,000.00</u>	\$ <u>24,000.00</u>
220	HMA Pavement Base 3C	TON	1200	\$ <u>103.00</u>	\$ <u>123,600.00</u>
221	HMA Pavement Leveling Course 4E3	TON	900	\$ <u>104.00</u>	\$ <u>93,600.00</u>
222	HMA Pavement Wearing Course 5E3	TON	700	\$ <u>105.00</u>	\$ <u>73,500.00</u>
224	HMA Approach 4E3	Ton	100	\$ <u>180.00</u>	\$ <u>18,000.00</u>
225	HMA Hand Patching 4E3	Ton	100	\$ <u>180.00</u>	\$ <u>18,000.00</u>
242	Additional Depth Structure Adjustment and Repair	VF	10	\$ <u>200.00</u>	\$ <u>2,000.00</u>
243	Temp Lowering Existing Structure	EA	7	\$ <u>150.00</u>	\$ <u>1,050.00</u>
245	Adjust Structure Cover	EA	7	\$ <u>1,250.00</u>	\$ <u>8,750.00</u>
251	Fire Hydrant Assembly Abandonment	EA	4	\$ <u>1,500.00</u>	\$ <u>6,000.00</u>
260	Class II Sand Sub-Base CIP	CY	1800	\$ <u>46.00</u>	\$ <u>82,800.00</u>
261	21AA Limestone - C.I.P.	CY	100	\$ <u>50.00</u>	\$ <u>5,000.00</u>
262	Aggregate Base Course, 21AA - C.I.P.	CY	2200	\$ <u>56.00</u>	\$ <u>123,200.00</u>
271	Portable, Changeable Message Sign, Furn. & Oper.	EA	6	\$ <u>1,890.00</u>	\$ <u>11,340.00</u>

TOTAL THIS PAGE (BF-1)  
(Also to be entered on Page BF-3)

\$ 878,630.00 ✓

BID FORM

Company: Fonson Company, Inc.

Project: Geddes Road Water Main

File # 2018-040 Bid # 4656

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
272	Plastic Drum - Lighted, Furnished and Operated	EA	210	\$ <u>23.40</u>	\$ <u>4,914.00</u>
273	Type III Lighted Barricade, Furnished & Operated	EA	10	\$ <u>121.50</u>	\$ <u>1,215.00</u>
274	Temporary Type B Signs, Furn. & Oper.	SF	500	\$ <u>4.25</u>	\$ <u>2,125.00</u>
275	Temp. Sign Type B Special, Furn. & Oper	SF	100	\$ <u>4.35</u>	\$ <u>435.00</u>
281	Pavt Mrkg Type R 4" white	LF	800	\$ <u>2.00</u>	\$ <u>1,600.00</u>
282	Pavt Mrkg Type R 4" yellow	LF	300	\$ <u>2.00</u>	\$ <u>600.00</u>
283	Pavt Mrkg Polyurea 6" White	LF	5600	\$ <u>0.99</u>	\$ <u>5,544.00</u>
284	Pavt Mrkg Polyurea 4" Yellow	LF	5600	\$ <u>0.95</u>	\$ <u>5,320.00</u>
285	Pavt Mrkg Overlay Cold Plastic 24" Stop Bar	LF	90	\$ <u>12.95</u>	\$ <u>1,165.50</u>
290	Mulch Blanket, Modified	SYD	1500	\$ <u>3.00</u>	\$ <u>4,500.00</u>
391	Pipe Undercut & Refill (6AA)	CY	25	\$ <u>100.00</u>	\$ <u>2,500.00</u>
402	Class 50 W/Poly-Wrap 6 inch SD-TD-1	FT	50	\$ <u>140.00</u>	\$ <u>7,000.00</u>
403	Class 50 W/Poly-Wrap 8 inch SD-TD-1	FT	100	\$ <u>145.00</u>	\$ <u>14,500.00</u>
405	Class 50 W/Poly-Wrap 12 inch SD-TD-1	FT	50	\$ <u>150.00</u>	\$ <u>7,500.00</u>
406	Class 50 W/Poly-Wrap 16 inch SD-TD-1	FT	2900	\$ <u>170.00</u>	\$ <u>493,000.00</u>
416	DIP 12" 45 Degree Bend	EA	2	\$ <u>1,150.00</u>	\$ <u>2,300.00</u>
417	DIP 12" 22.5 Degree Bend	EA	2	\$ <u>1,100.00</u>	\$ <u>2,200.00</u>
418	DIP 16" 45 Degree Bend	EA	17	\$ <u>2,150.00</u>	\$ <u>36,550.00</u>
419	DIP 6" x 8" Reducer	EA	7	\$ <u>500.00</u>	\$ <u>3,500.00</u>
419	DIP 16" 22.5 Degree Bend	EA	2	\$ <u>2,300.00</u>	\$ <u>4,600.00</u>
433	DIP 8" x 16" x 16" Tee	EA	7	\$ <u>2,850.00</u>	\$ <u>19,950.00</u>
434	DIP 16" x 16" x 12" Tee	EA	1	\$ <u>2,950.00</u>	\$ <u>2,950.00</u>
440	Fire Hydrant Assembly	EA	7	\$ <u>5,000.00</u>	\$ <u>35,000.00</u>
448	16 Inch Gate Valve in Well	EA	7	\$ <u>14,500.00</u>	\$ <u>101,500.00</u>
460	Excavate/Backfill for Water Service Lead	FT	120	\$ <u>67.50</u>	\$ <u>8,100.00</u>
481	Water Main Pipe Abandonment	LF	2900	\$ <u>13.00</u>	\$ <u>37,700.00</u>

TOTAL THIS PAGE (BF-2)  
(Also to be entered on Page BF-3)

\$ 806,268.50 ✓

BID FORM

Company: Fonson Company, Inc.

Project: Geddes Road Water Main

File # 2018-040 Bid # 4656

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
483	Gate Valve-in-Well Abandonment	EA	2	\$ <u>850.00</u>	\$ <u>1,700.00</u>
500	HMA Surface Remove	SY	8000	\$ <u>6.50</u>	\$ <u>52,000.00</u>
563	Structure Covers	EA	7	\$ <u>550.00</u>	\$ <u>3,850.00</u>
703	Inlet Filter	EA	8	\$ <u>105.00</u>	\$ <u>840.00</u>
800	Silt Fence	LF	700	\$ <u>2.00</u>	\$ <u>1,400.00</u>
882	4" topsoil, seeding, and mulching	SY	1500	\$ <u>7.00</u>	\$ <u>10,500.00</u>
TOTAL THIS PAGE (BF-3)				\$	<u>70,290.00</u>
TOTAL FROM PAGE BF-1				\$	<u>878,630.00</u>
TOTAL FROM PAGE BF-2				\$	<u>806,268.50</u>
TOTAL BASE BID				\$	<u>1,755,188.50</u> ✓ (Fms)

# 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.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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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 4/6/21

## BID FORM

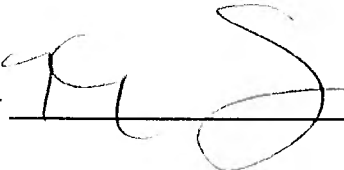
### Section 3 - Time Alternate

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 4/6/21



# 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.

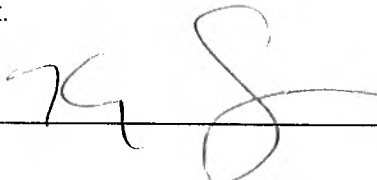
Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

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>
T & M Asphalt Paving, Inc. 4755 Old Plank Rd, Milford, MI, 48381	HMA Paving	\$ 326,700.00

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 4/6/21

# BID FORM

## Section 5 – References

Include a minimum of three (3) references from similar project completed within the past three years.

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

- 1) Longshore Water Main \$2,293,197 October, 2019  
Project Name Replacement Cost Date Constructed

Jane Allen - City of Ann Arbor 734-794-6410  
Contact Name Phone Number

- 2) William St \$2,672,800 November, 2019  
Project Name Improvements Cost Date Constructed

Elizabeth Rolla - Ann Arbor 734-994-6697  
Contact Name DDA Phone Number

- 3) N Fifth Ave \$4,737,682 October, 2019  
Project Name Reconstruction Cost Date Constructed

Brian Slizewski - City of 734-794-6410  
Contact Name Ann Arbor Phone Number

**BID FORM**

**Section 6 – Contractor Information and Responsible Contractor Criteria**

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: Fonson Company, Inc.

Social Security or Federal Employer I.D. #: 47-1711710

Address: 7644 Whitmore Lake Rd.

City: Brighton, State: MI Zip: 48116

Type of Organization (circle one below):

Individual          Partnership          Corporation          Joint Venture          Other

If "Other" please provide details on the organization:

N/A

Year organization established: 2014

2. Current owners/principals/members/managing members/partners of the organization:

Peter Scodeller - President, Edward Dwyer - Vice President,  
Kirk Cooley - General Manager

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: N/A

Explanation of any business name changes:

N/A

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

N/A

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

Please see attached

6. State and local licenses and license numbers held by the bidder:

MDOT Vendor #07604

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

0% within the City of Ann Arbor, <10% within Washtenaw County

10. Submit documentation as to employee pay rates.

Please see attached

11. Submit a statement whether bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.

Bidder provides health insurance, dental insurance & vision insurance to its employees.

12. Submit a statement explaining bidder's Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses along with supporting documentation or other evidence.

Please see attached letter

13. Has bidder had any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

14. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes

No

15. By attachment, please provide the following:

- Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

*Please see attached certificate of insurance*

16. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes

No

17. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes

No

EMR = 0.57

18. Can bidder provide a ratio of masters and journeypersons to apprentices proposed to be used on the construction project job site, documentation of master or journeyperson certification or status and the source for same, and if not, the qualifications of employees who will be assigned to work on the project?

Yes

No

If, yes, Ratio = \_\_\_\_\_

19. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes

No

If bidder answered "yes" to the question above and is selected for this project, bidder will be required to submit the RAP to the City.

If bidder answered "no" to the question above, please provide details on how your organization assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program identified above.

*Pre-employment interviews to assess skills & qualifications;  
Close visual inspection & monitoring during work progress;  
Verbal interactions with employees regarding progress.*

20. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

21. Can bidder provide audited financial information current within the past twelve (12) months, such as a balance sheet, statement of operations, and bonding capacity?

*Please see attached*

Yes

No

*(Evidence that bidder has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000.00 related to any portion of the project.)*

22. Can bidder provide evidence of a quality assurance program used by the bidder and the results of any such program on the bidder's previous projects?

Yes

No

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 the annual meeting of the Board of Directors of the Corporation and in its stead adopt as of December 31, 2019, 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):

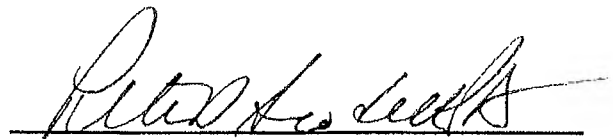
President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Peter D. Scodeller
Treasurer:	Peter D. Scodeller

**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 Kirk T. Cooley, is appointed General Manager and shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

Dated as of:  
December 31, 2019



Peter D. Scodeller, President



**Fonson Company, Inc.**

**Key Employees**

<b>Individual's Name</b>	<b>Title</b>	<b>Years &amp; Type of Construction Experience</b>	<b>Education</b>
Peter D. Scodeller	President	38 Yrs - See Attached Resume	College
Edward (Eamonn) S. Dwyer	Vice President	32 Yrs - See Attached Resume	B.C.E
Kirk Cooley	Est & Const Manager	10 Yrs - See Attached Resume	B.C.E
Brendan Fons	Project Manager	9 Yrs - See Attached Resume	B.C.E
Jennah Rawahneh	Project Manager	3 Yrs - See Attached Resume	B.C.E
Josh Malik	Project Manager	18 Yrs - See Attached Resume	B.C.E
Ron Magee	Superintendent	33 Yrs - Excavating and underground	High School
Gustavo De La Torre	Foreman	20 Yrs - Underground	High School
Randy Kuch	Foreman	26 Yrs - Excavating & grading	High School
Andy Call	Foreman	6 Yrs - Excavating	High School
Jim Will	Foreman	18 Yrs - Underground	High School
Adrain Gutierrez	Foreman	4 Yrs - Grading	High School

\*\* Resumes can be provided upon request.

## Labor Rates

"General Decision Number: MI20210074 01/01/2021

Superseded General Decision Number: MI20200074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject



GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

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ENGI0326-008 06/01/2020

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 42.69	24.95
GROUP 2.....	\$ 41.19	24.95
GROUP 3.....	\$ 39.69	24.95
GROUP 4.....	\$ 39.39	24.95
GROUP 5.....	\$ 38.57	24.95
GROUP 6.....	\$ 37.71	24.95
GROUP 7.....	\$ 36.74	24.95
GROUP 8.....	\$ 35.03	24.95
GROUP 9.....	\$ 26.69	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

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IRON0025-006 06/01/2019

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 30.98	27.99
Structural.....	\$ 36.77	29.03

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LABO0334-009 06/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 20.75	7.10
GROUP 2.....	\$ 18.75	7.10

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator,

material mover, truck driver and lawn sprinkler installer  
tender

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LABO0334-018 09/01/2018

SCOPE OF WORK:  
OPEN CUT CONSTRUCTION: Excavation of earth and sewer,  
utilities, and improvements, including underground  
piping/conduit (including inspection, cleaning,  
restoration,  
and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 23.75	12.85
(2) Mason Tender- Cement/Concrete.....	\$ 23.86	12.85
(4) Grade Checker.....	\$ 24.05	12.85
(5) Pipelayer.....	\$ 22.90	12.75
(524.20) Pipelayer.....	\$ 22.90	12.85
(7) Landscape.....	\$ 18.14	12.85

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LABO0499-020 08/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.37	40.40
GROUP 2.....	\$ 29.58	40.40
GROUP 3.....	\$ 29.71	40.40

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

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PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

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PLAS0514-002 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.47	13.81

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PLUM0190-010 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 42.26	23.70

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TEAM0007-006 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 27.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 28.15	.50 + a+b

FOOTNOTE:  
a. \$470.70 per week.  
b. \$68.70 daily.

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SUMI2010-072 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road		
Truck.....	\$ 20.82	3.69
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).



Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are  
final.

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END OF GENERAL DECISION

"

# **FONSON COMPANY, INC.**

Site Development / Road Builders / Sewer and Water

7644 Whitmore Lake Road • Brighton, MI 48116 • Phone: 810-231-5188 • Fax: 810-231-5404

## FONSON COMPANY, INC. AFFIRMATIVE ACTION POLICY

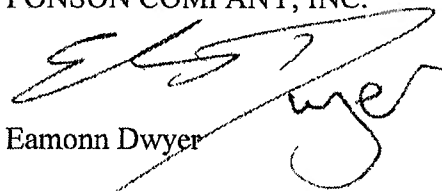
TO: Our Employees  
Applicants for Employment  
Our Suppliers  
The Community

It is the publicly stated policy of Fonson Company, Incorporated not to discriminate against any employee, application for employment, subcontractor or material supplier because of their sex, race, religion, age, disability or national origin. With regard to employment, such non-discrimination includes, but is not limited to, our policies of recruitment, recruitment advertising, selection for apprenticeship or other training, rates of pay, promotions, transfers, lay-offs or terminations.

In all advertising for employment, subcontractors, or suppliers we shall state that all applicants or respondents will receive consideration without regard to their sex, race, religion, age, physical appearance, disability or national origin.

In our company, all terms and conditions of employment are, and will continue to be, established on the basis of the individual's qualifications and ability to perform the job.

FONSON COMPANY, INC.



Eamonn Dwyer

EEO Officer



WESTFIELD  
GROUP  
Sharing Knowledge. Building Trust.®

January 4, 2021

Re: Fonson Company, Inc.

To Whom It May Concern:

Please let this letter serve as a bonding reference for our valued client, Fonson Company Inc. We find this firm to be very well qualified, capably managed, well staffed and organized, reputable, cooperative, and extremely credit worthy. Currently Fonson Company Inc. has bonding limits of \$15,000,000 single job, \$30,000,000 aggregate program, though we would be willing to consider projects above these limits.

**Our approval of any request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.**

I trust this to be a satisfactory reference, but if additional information is needed, please feel free to contact our office. For your further reference, Westfield Insurance Company, a member of Westfield Group, is a multi-line property and casualty insurance company, and is currently rated "A" by A.M. Best and combined with other companies in our group, has a Treasury Department single project qualification of more than \$200 million.

Sincerely,

John Eilar  
Regional Surety Leader  
Westfield Insurance Company





**LYMAN  SHEETS**  
**Insurance Agency**  
*Protecting What's Important Since 1874*

February 10, 2021

To Whom it May Concern

RE: Fonson Company Inc  
7644 Whitmore Lake Rd  
Brighton, MI 48116

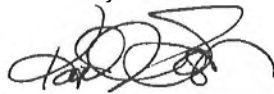
Dear Sirs:

This is to certify that our company insures the above referenced highway contractor and its Experience Modification Rate (EMR) for the current year and the past six (7) years is as follows:

Year	ERM
03/01/2021-03/01/2022	.57
03/01/2020-03/01/2021	.57
03/01/2019-03/01/2020	1.00
03/01/2018-03/01/2019	1.00
03/01/2017-03/01/2018	1.00
03/01/2016-03/01/2017	.80
03/01/2015-03/01/2016	.85
09/25/2014-03/01/2015	.81

This ERM is both Interstate and Intrastate.

Sincerely,



Kathy Satterlee  
Account Manager  
Extension 129 - [kathys@lymansheets.com](mailto:kathys@lymansheets.com)

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

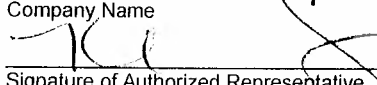
The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics 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 be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Fonson Company, Inc.  
Company Name  
 4/6/21  
Signature of Authorized Representative Date  
Kirk Cowley General Manager  
Print Name and Title  
7644 Whitmore Lake Rd, Brighton, MI, 48116  
Address, City, State, Zip  
810-231-5188, bfonse@fonsoninc.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 \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

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

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

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

Fonson Company, Inc.  
Company Name

7644 Whitmore Lake Rd.  
Street Address

[Signature] 4/6/21  
Signature of Authorized Representative Date

Brighton, MI, 48116  
City, State, Zip

Kirk Corley, General Manager  
Print Name and Title

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

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022**

**\$14.05 per hour**

If the employer provides health care benefits\*

**\$15.66 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:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
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	
Vendor Name	Vendor Phone Number	
	4/6/21	Kier Cooney
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**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

[Signature] 4/6/21  
Signature of Authorized Representative Date

Kirk Cooney General Manager  
Print Name and Title

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

810-231-5188/bfons@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.





MDOT CP-347 (04/10)

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
- (4) That:
  - (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Fonson Company, Inc.  
7644 Whitmore Lake Rd  
Brighton, MI 48116

**SURETY:**

(Name, legal status and principal place of business)

Westfield Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251-5001

**OWNER:**

(Name, legal status and address)

City of Ann Arbor  
301 E. Huron Street  
Ann Arbor, MI 48108

**BOND AMOUNT:** Five Percent of the Total Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

ITB No. 4656 Geddes Road Water Main

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

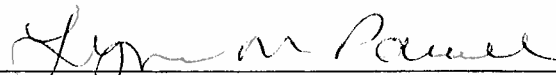
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

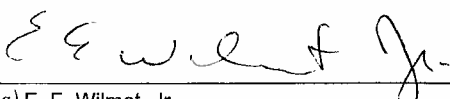
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

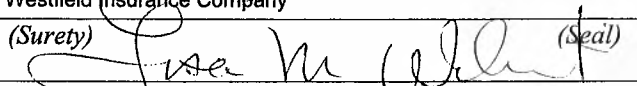
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of April 2021

  
(Witness)

Fonson Company, Inc.  
(Principal)  (Seal)

  
(Witness) E. E. Wilmot, Jr.

(Title) General Manager  
Westfield Insurance Company  
(Surety)  (Seal)  
(Title) Lisa M. Wilmot, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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. HYLANT, JUDY K. WILSON, DEBORAH A. NEFF, CHALENE M. HADDON, LISA M. WILMOT, JOEL E. SPECKMAN, SUSAN E. HURD, VICKI S. DUNCAN, KRISTIE A. PUDVAN, 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 heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by 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

State of Ohio County of Medina ss.:

On this 02nd day of JUNE A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

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

State of Ohio County of Medina ss.:

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 02nd day of April A.D., 2017



Signature of Frank A. Carrino Secretary