



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

February 7, 2024

Mr. Rik Kowall
Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

RE: Township Triangle Trail

Dear Mr. Kowall

White Lake Township received bids on January 30, 2024, for the Township Triangle Trail Project for pathway installations along portions of Elizabeth Lake Road, Teggerdine Road, and Highland Road. Please find attached the tabulation of bids opened on January 30, 2024.

The project was advertised by the Township starting on January 4th, 2024 on bidnetdirect.com (formerly MITN). The advertisement resulted in only one bid on the project despite having over 35 plan holders. The bid was submitted by Fonson Company, Inc. The bid was separated into two project areas, the base bid area consisting of pathways along Elizabeth Lake Road and Teggerdine Roads; and an “alternate” project area that consists of a pathway along Highland Road. The base bid value was \$385,775.00, and the alternate bid value was \$219,640.50. The bid has been examined and found to be in order.

An engineers estimate of construction costs was put together prior to bidding this project and DLZ estimated the total construction cost for both base bid and the alternate section would be \$497,281, it should be noted however that the DLZ estimate did not include a few of the items that were on the final bid form and those items total approximately \$60,000 of the Fonson Company bid. The total of The Fonson Company, Inc. bid for both options is \$605,415.50. This is approximately \$48,000 above the adjusted DLZ estimate or 11% over the estimated construction costs.

Fonson Company, Inc. was the contractor that constructed the Elizabeth Lake Road and Teggerdine Road Roundabout in 2023 including the existing sidewalk that this project will connect to. DLZ contacted the Oakland County Road Commission as a reference for Fonson Company, Inc. as of the writing of this letter we have not received a response from the Road Commission, but our understanding is that the roundabout project was completed on time and the work was satisfactory.



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Township Triangle Trail
Recommendation
Page 2 of 2

There are many options for the Township to consider. As only one bid was received, the Township could reject the bid, and try and rebid the project at a later date and hope to solicit more interest upon rebidding. There is no guarantee this would be successful. If the Township desires to move forward with the project at the current bid price, the Township has the option to award the base bid work along Elizabeth Lake Road and Teggerdine Roads; or award the base bid work as well as the “alternate” project area that consists of a pathway along Highland Road.

The relatively small quantity of work on this project likely plays into the difference between the DLZ estimate and the bid value, and the continuing inflation on construction costs make rebidding to try and achieve a better price risky. DLZ understands this project is a priority for the Township to help provide connectivity to Stanley Park and eventually the new Township Civic Center, therefore DLZ recommends the Township award a contract to Fonson Company, Inc. of Brighton, Michigan for the base bid and alternate work for a value of \$605,415.50. We recommend the Township consider approving an 8% contingency for the project to accommodate small changes to the project scope as they may arise during construction. The contract documents include provisions for a bid hold period of 60 days to accommodate Township Meetings and Approval procedures.

Please feel free to call me if you have any questions on this information.

Sincerely,

Michael Leuffgen, P.E.
Department Manager

CC: Sean O’Neil, Director, Community Development Department, White Lake Township

Attachments: Bid Tab

Elizabeth Lake Road Section				Fonson	
Item	Description	Unit	QNTY	Unit Price	Amount
1	Curb and Gutter, Rem	LF	16	\$ 20.00	\$ 320.00
2	Curb, Rem	FT	2	\$ 10.00	\$ 20.00
3	Culv, End, Rem Less than 24 inch	EA	1	\$ 125.00	\$ 125.00
4	Tree, Rem, 6 inch to 18 inch	EA	6	\$ 725.00	\$ 4,350.00
5	Misc Obstruction, Rem	CYD	4	\$ 150.00	\$ 600.00
6	Barricade, Temp	EA	2	\$ 90.00	\$ 180.00
7	Sign, Type III, Rem	EA	1	\$ 25.00	\$ 25.00
8	Clearing	AC	0.13	\$ 14,000.00	\$ 1,820.00
9	Sewer, Cl A, 12 inch, TR DET A	FT	25	\$ 65.00	\$ 1,625.00
10	Culv, Cl F, CSP, 12 inch	FT	20	\$ 55.00	\$ 1,100.00
11	Curb Ramp Opening, Conc	FT	16	\$ 44.50	\$ 712.00
12	Dr Structure, 24 inch Dia	EA	1	\$ 1,200.00	\$ 1,200.00
13	Dr Structure, Cover Type B	EA	1	\$ 640.00	\$ 640.00
14	Culv End Section, 12 Inch	EA	1	\$ 650.00	\$ 650.00
15	Shared Use Path, HMA	TONS	111	\$ 210.00	\$ 23,310.00
16	Shared Use Path, Aggregate, LM	CYD	61	\$ 200.00	\$ 12,200.00
17	Erosion Control, Silt Fence	FT	750	\$ 3.50	\$ 2,625.00
18	Excavation	CYD	180	\$ 60.00	\$ 10,800.00
19	Restoration	LS	1	\$ 10,700.00	\$ 10,700.00
Tegegderine Section					
Item	Description	Unit	QNTY	Unit Price	Amount
20	Masonry and Conc Structure, Rem	YDS	2	\$ 265.00	\$ 530.00
21	HMA Surface, Rem	SYD	9	\$ 40.00	\$ 360.00
22	Stump, Rem, 19 inch to 36 inch	EA	1	\$ 500.00	\$ 500.00
23	Stump, Rem, 6 inch to 18 inch	EA	3	\$ 250.00	\$ 750.00
24	Tree, Rem, 6 inch to 18 inch	EA	14	\$ 725.00	\$ 10,150.00
25	Curb and Gutter, Rem	LF	12	\$ 20.00	\$ 240.00
26	Sidewalk, Conc, 4 inch	SFT	9871	\$ 11.00	\$ 108,581.00
27	Erosion Control, Inlet Protection, Fabric Drop	EA	2	\$ 125.00	\$ 250.00
28	Post, Flexible, Delineator	EA	3	\$ 100.00	\$ 300.00
29	Curb Ramp, Conc, 6 inch	SFT	324	\$ 17.00	\$ 5,508.00
30	Detectable Warning Surface	FT	40	\$ 80.00	\$ 3,200.00
31	Sewer, CLIV, 18 inch, TR DET A	FT	165	\$ 90.00	\$ 14,850.00
32	Culv, End Sect, Conc 18 inch	EA	1	\$ 900.00	\$ 900.00
33	Culv End Sec 18, Grate	EA	1	\$ 275.00	\$ 275.00
34	Riprap, Plain	SYD	3	\$ 325.00	\$ 975.00
35	Erosion Control, Silt Fence	FT	2300	\$ 3.50	\$ 8,050.00
36	Dr Structure, 60 inch dia	EA	1	\$ 4,250.00	\$ 4,250.00
37	Dr Structure, Cover B	EA	1	\$ 640.00	\$ 640.00
38	Dr Structure, 48 inch dia	EA	2	\$ 2,400.00	\$ 4,800.00
39	Dr Structure, Cover type E	EA	2	\$ 465.00	\$ 930.00
40	Sewer, CLIV, 12 inch, TR DET A	FT	10	\$ 75.00	\$ 750.00
41	Curb Ramp Opening, Conc	LF	12	\$ 44.50	\$ 534.00
42	Excavation, Earth	CYD	320	\$ 60.00	\$ 19,200.00
43	Restoration	LS	1	\$ 37,500.00	\$ 37,500.00
44	Traffic Control and Signage	LS	1	\$ 32,750.00	\$ 32,750.00
45	Mobilization	LS	1	\$ 38,500.00	\$ 38,500.00
46	Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
47	SESC Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
48	Testing Allowance	LS	1	\$ 7,500.00	\$ 7,500.00
Total Base Bid Price					\$ 385,775.00

Alternate Bid: M-59 Sections				Fonson	
Item	Description	Unit	QNTY	Unit Price	Amount
1A	Mobilization	LS	1	\$ 21,950.00	\$ 21,950.00
2A	Sign Type III Salvage	EA	2	\$ 50.00	\$ 100.00
3A	HMA Surface, Rem	SYD	932	\$ 10.00	\$ 9,320.00
4A	Curb, Rem	LF	219	\$ 10.00	\$ 2,190.00
5A	Post, Rem	EA	2	\$ 55.00	\$ 110.00
6A	Erosion Control, Inlet Filter, Fabric Drop	EA	6	\$ 125.00	\$ 750.00
7A	Hydrant, Adj	EA	1	\$ 1,030.00	\$ 1,030.00
8A	Drainage Structure, Adj	EA	4	\$ 325.00	\$ 1,300.00
9A	Erosion Control, Silt Fence	FT	1026	\$ 3.50	\$ 3,591.00
10A	Dr Structure, 12 Inch	EA	1	\$ 1,300.00	\$ 1,300.00
11A	Sewer, CI F, 12 Inch	LF	12	\$ 60.00	\$ 720.00
12A	Culvert End Section, 12 Inch	EA	1	\$ 260.00	\$ 260.00
13A	Curb Ramp Opening	LF	53	\$ 44.50	\$ 2,358.50
14A	Curb, Type F-2	FT	244	\$ 54.00	\$ 13,176.00
15A	HMA Approach, HMA	TONS	61	\$ 210.00	\$ 12,810.00
16A	HMA Approach, Aggregate Base, 10 Inch	SYD	153	\$ 60.00	\$ 9,180.00
17A	Shared Use Path, HMA	TONS	155	\$ 210.00	\$ 32,550.00
18A	Shared Use Path, Aggregate, LM	CYD	124	\$ 190.00	\$ 23,560.00
19A	Shared Use Path, Grading	LF	896	\$ 35.00	\$ 31,360.00
20A	Restoration	LS	1	\$ 20,200.00	\$ 20,200.00
21A	Traffic Control and Signage	LS	1	\$ 14,325.00	\$ 14,325.00
22A	Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
23A	SESC Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
24A	Testing Allowance	LS	1	\$ 7,500.00	\$ 7,500.00
Total Alternate Bid Price					\$ 219,640.50

BID FORM

Triangle Pathway

DLZ Project # 2145-7329-00

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DUE DATE: January 30, 2024 at 2:00 PM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Charter Township of White Lake, 7525 Highland Road, White Lake, Michigan 48383.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	1/25/24
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; (3) that have been noted in Project Manual Section 00-31-00 Available Information.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices

Base Bid: Elizabeth Lake and Teggerdine Rd Sections

Elizabeth Lake Section Totals					
Item No.	Item Description	Unit	Estimated Quantity	Proposal Bid Unit Price	Proposal Bid Price
1	Curb and Gutter, Rem	LF	16	\$ 20.00	\$ 320.00
2	Curb, Rem	FT	2	\$ 10.00	\$ 20.00
3	Culv, End, Rem Less than 24 inch	EA	1	\$ 125.00	\$ 125.00
4	Tree, Rem, 6 inch to 18 inch	EA	6	\$ 725.00	\$ 4,350.00
5	Misc Obstruction, Rem	CYD	4	\$ 150.00	\$ 600.00
6	Barricade, Temp	EA	2	\$ 90.00	\$ 180.00
7	Sign, Type III, Rem	EA	1	\$ 25.00	\$ 25.00
8	Clearing	AC	0.13	\$ 14,000.00	\$ 1,820.00
9	Sewer, CI A, 12 inch, TR DET A	FT	25	\$ 65.00	\$ 1,625.00
10	Culv, CI F, CSP, 12 inch	FT	20	\$ 55.00	\$ 1,100.00
11	Curb Ramp Opening, Conc	FT	16	\$ 44.50	\$ 712.00
12	Dr Structure, 24 inch Dia	EA	1	\$ 1,200.00	\$ 1,200.00
13	Dr Structure, Cover Type B	EA	1	\$ 640.00	\$ 640.00
14	Culv End Section, 12 Inch	EA	1	\$ 650.00	\$ 650.00
15	Shared Use Path, HMA	TONS	111	\$ 210.00	\$ 23,310.00
16	Shared Use Path, Aggregate, LM	CYD	61	\$ 200.00	\$ 12,200.00
17	Erosion Control, Silt Fence	FT	750	\$ 3.50	\$ 2,625.00
18	Excavation	CYD	180	\$ 60.00	\$ 10,800.00
19	Restoration	LS	1	\$ 10,700.00	\$ 10,700.00
Teggerdine Section Totals					
Item No.	Item Description	Unit	Estimated Quantity	Proposal Bid Unit Price	Proposal Bid Price
20	Masonry and Conc Structure, Rem	YDS	2	\$ 265.00	\$ 530.00
21	HMA Surface, Rem	SYD	9	\$ 40.00	\$ 360.00
22	Stump, Rem, 19 inch to 36 inch	EA	1	\$ 500.00	\$ 500.00
23	Stump, Rem, 6 inch to 18 inch	EA	3	\$ 250.00	\$ 750.00
24	Tree, Rem, 6 inch to 18 inch	EA	14	\$ 725.00	\$ 10,150.00
25	Curb and Gutter, Rem	LF	12	\$ 20.00	\$ 240.00
26	Sidewalk, Conc, 4 inch	SFT	9871	\$ 11.00	\$ 108,581.00
27	Erosion Control, Inlet Protection, Fabric Drop	EA	2	\$ 125.00	\$ 250.00
28	Post, Flexible, Delineator	EA	3	\$ 100.00	\$ 300.00
29	Curb Ramp, Conc, 6 inch	SFT	324	\$ 17.00	\$ 5,508.00

30	Detectable Warning Surface	FT	40	\$ 80.00	\$ 3,200.00
31	Sewer, CLIV, 18 inch, TR DET A	FT	165	\$ 90.00	\$ 14,850.00
32	Culv, End Sect, Conc 18 inch	EA	1	\$ 900.00	\$ 900.00
33	Culv End Sec 18, Grate	EA	1	\$ 275.00	\$ 275.00
34	Riprap, Plain	SYD	3	\$ 325.00	\$ 975.00
35	Erosion Control, Silt Fence	FT	2300	\$ 3.50	\$ 8,050.00
36	Dr Structure, 60 inch dia	EA	1	\$ 4,250.00	\$ 4,250.00
37	Dr Structure, Cover B	EA	1	\$ 640.00	\$ 640.00
38	Dr Structure, 48 inch dia	EA	2	\$ 2,400.00	\$ 4,800.00
39	Dr Structure, Cover type E	EA	2	\$ 465.00	\$ 930.00
40	Sewer, CLIV, 12 inch, TR DET A	FT	10	\$ 75.00	\$ 750.00
41	Curb Ramp Opening, Conc	LF	12	\$ 44.50	\$ 534.00
42	Excavation, Earth	CYD	320	\$ 60.00	\$ 19,200.00
43	Restoration	LS	1	\$ 37,500.00	\$ 37,500.00
44	Traffic Control and Signage	LS	1	\$ 32,750.00	\$ 32,750.00
45	Mobilization	LS	1	\$ 38,500.00	\$ 38,500.00
46	Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
47	SESC Permit Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
48	Testing Allowance	LS	1	\$ 7,500.00	\$ 7,500.00
Total Price				\$	\$ 385,775.00

Alternate Bid: M-59 sections

M-59 Quantities					
Item No.	Item Description	Unit	Estimated Quantity	Proposal Bid Unit Price	Proposal Bid Price
1A	Mobilization	LS	1	\$ 21,950.00	\$ 21,950.00
2A	Sign Type III Salvage	EA	2	\$ 50.00	\$ 100.00
3A	HMA Surface, Rem	SYD	932	\$ 10.00	\$ 9,320.00
4A	Curb, Rem	LF	219	\$ 10.00	\$ 2,190.00
5A	Post, Rem	EA	2	\$ 55.00	\$ 110.00
6A	Erosion Control, Inlet Filter, Fabric Drop	EA	6	\$ 125.00	\$ 750.00
7A	Hydrant, Adj	EA	1	\$ 1,030.00	\$ 1,030.00
8A	Drainage Structure, Adj	EA	4	\$ 325.00	\$ 1,300.00
9A	Erosion Control, Silt Fence	FT	1026	\$ 3.50	\$ 3,591.00
10A	Dr Structure, 12 Inch	EA	1	\$ 1,300.00	\$ 1,300.00
11A	Sewer, CI F, 12 Inch	LF	12	\$ 60.00	\$ 720.00
12A	Culvert End Section, 12 Inch	EA	1	\$ 260.00	\$ 260.00
13A	Curb Ramp Opening	LF	53	\$ 44.50	\$ 2,358.50
14A	Curb, Type F-2	FT	244	\$ 54.00	\$ 13,176.00
15A	HMA Approach, HMA	TONS	61	\$ 210.00	\$ 12,810.00
16A	HMA Approach, Aggregate Base, 10 Inch	SYD	153	\$ 60.00	\$ 9,180.00
17A	Shared Use Path, HMA	TONS	155	\$ 210.00	\$ 32,550.00

18A	Shared Use Path, Aggregate, LM	CYD	124	\$ 190.00	\$ 23,560.00
19A	Shared Use Path, Grading	LF	896	\$ 35.00	\$ 31,360.00
20A	Restoration	1	LS	\$ 20,200.00	\$ 20,200.00
21A	Traffic Control and Signage	1	LS	\$ 14,325.00	\$ 14,325.00
22A	Permit Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
23A	SESC Permit Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
24A	Testing Allowance	1	LS	\$ 7,500.00	\$ 7,500.00
Total Price				\$	\$ 219,640.50

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

- B. Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- B. Bidder agrees that the Work will be substantially complete on or before September 30, 2024, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2024.
- C. Bidder accepts the provisions of the Agreement as to liquidated damages.

6.02 LIQUIDATED DAMAGES FOR DELAY

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer damages if the Work is not completed within the times specified in Paragraphs 6.01.A and B above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual damages suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following amount.

1.

<u>Original Contract Amount</u>		<u>Amount of Liquidated Damages/per calendar day</u>
<u>From More Than</u>	<u>To & Including</u>	
\$ 0	\$ 50,000	\$ 200.00
50,000	500,000	500.00
500,000	2,000,000	1,000.00
2,000,000	5,000,000	1,500.00

2. In addition to the liquidated damages in paragraph 6.02.A.1, CONTRACTOR shall be responsible for the cost to OWNER of additional services of ENGINEER's office and field personnel resulting from the delay. The cost of the additional ENGINEER's services shall be charged against the monies due CONTRACTOR at the following rates:

Office Personnel	\$ 140.00 per hour*
Field Personnel (Up to 40 hours per week)	\$ 92.00 per hour*
Field Personnel (Over to 40 hours per week)	\$ 138.00 per hour*

*Plus expenses that shall include all travel and out-of-pocket expenses incurred by office and field personnel.

6.03 Bidder accepts the provisions of the Proposal as to liquidated damages for delay in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Representations and Certifications;

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Fonson Company, Inc.

By:

[Signature]



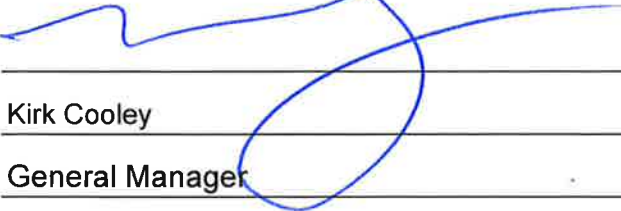
[Printed name]

Brendan Fons, Secretary

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Kirk Cooley

Title:

General Manager

Submittal Date:

1/30/24

Address for giving notices:

7644 Whitmore Lake Rd, Brighton, MI, 48116

Telephone Number: 810-231-5188

Fax Number: 810-231-5404

Contact Name and e-mail address: Brendan Fons

bfons@fonsoninc.com

Triangle Pathway

ADDENDUM NO. 1
January 25, 2024

THIS IS AN ADDENDUM

TO PROSPECTIVE BIDDERS AND OTHERS CONCERNED:

This addendum amends or supplements the Procurement Section, Drawings and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in this Addendum have the meanings stated in the General Conditions. Additional terms used in this Addendum have the meanings stated below, which are applicable to both the singular and plural thereof.

I. PROCUREMENT

II. DRAWINGS

- A. Replace the following plan sheets:
 - a. C-501. Control Joints are not to be sealed with polyurethane sealant per Engineer's Comment.

III. CONTRACT DOCUMENTS

B. GENERAL REQUIREMENTS

C. TECHNICAL SPECIFICATIONS

- a. Replace attached Specification 321623 - Sidewalks (7 pages)

Prospective bidders shall attach this Addendum page to their proposal and shall sign the Addendum and submit same with bid and shall enter Addendum Number and date on the Bid Form. Failure to include signed Addendum with bid proposal shall be cause for rejection of bid.

Fonson Company, Inc.

(Bidder)

By: 

Date: 1/30/24

Title: Secretary

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 June 01, 2023, 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:	Brendan J. Fons
Treasurer:	Peter D. Scodeller

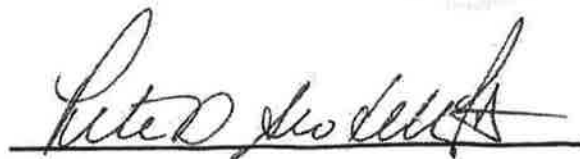
RESOLVED, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

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.

RESOLVED, that Brendan J. Fons, shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

Dated as of:
June 01, 2023



Peter D. Scodeller, President

LARA Corporations
 Online Filing System
 Department of Licensing and Regulatory Affairs

ID Number: 800779492

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Summary for: FONSON COMPANY, INC.

The name of the DOMESTIC PROFIT CORPORATION: FONSON COMPANY, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800779492 **Old ID Number:** 05940V

Date of Incorporation in Michigan: 08/27/2014

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2023

Most Recent Annual Report with Officers & Directors: 2018

The name and address of the Resident Agent:

Resident Agent Name: PETER D SCODELLER

Street Address: 7644 WHITMORE LAKE RD

Apt/Suite/Other:

City: BRIGHTON

State: MI

Zip Code: 48116

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA
TREASURER	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA
SECRETARY	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA
DIRECTOR	PETER SCODELLER	7644 WHITMORE LAKE RD BRIGHTON, MI 48116 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 1,000

Written Consent

View filings for this business entity:

<p>ALL FILINGS ANNUAL REPORT/ANNUAL STATEMENTS ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION</p> <p>View filings</p>
--

<p>Comments or notes associated with this business entity:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>

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GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

March 2, 2023

Fonson Company, Inc.
7644 Whitmore Lake Rd
Brighton MI 48116-1662

Vendor ID: 07604

Dear Contractor:

Thank you for your interest in doing business with the Michigan Department of Transportation (MDOT) as a prequalified construction contractor. This is to inform you that the application submitted for prequalification by **Fonson Company, Inc. has been approved.**

In accordance with our Administrative Rules, an **overall financial rating of \$66,086,000.00** has been established which covers numerical ratings in the classifications(s) listed below:

100	(\$100,000.00)	Cb	Hot Mix Asphalt/Bituminous Paving
20000	(\$20,000,000.00)	Ea	Grading, Drainage Structures & Agg. Cons
20000	(\$20,000,000.00)	I	Sodding And Seeding/Turf Establishment
20000	(\$20,000,000.00)	K	Sewers and Watermains
20000	(\$20,000,000.00)	N2	Clearing & Grubbing

This prequalification rating is effective until April 30, 2024 ; a renewal application must be submitted by this date to prevent removal of prequalification.

If the assigned rating is not satisfactory, the Prequalification Committee must be notified in writing within 15 days of having been advised of the rating granted. MDOT may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in its opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

If you have any questions or need additional information, please use the following contacts:

Construction Prequalification: MDOTPrequal@michigan.gov , [Prequalification Website](#)

Bid Letting (electronic bidding process): MDOT-BidLetting@michigan.gov , [Bid Letting Website](#)

Congratulations on your status as an MDOT Construction Prequalified Contractor. MDOT's Construction Prequalification team looks forward to working with you!

Lawrence F. Strzalka
Construction Contracts Section Manager
Contract Services Division

PROPOSAL REPRESENTATION AND CERTIFICATION

Section 00 45 00

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Brendan Fons, Secretary
Name and Title of Authorized Representative

Fonson Company, Inc.
Name of Participant Agency or Firm


Signature of Authorized Representative

1/30/24
Date

I am unable to certify to the above statement. Attached is my explanation.

 **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)

Charter Township of White Lake, Michigan
7525 Highland Road
White Lake, MI 48383

BOND AMOUNT: Five Percent of the Total Amount Bid

PROJECT:

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

Triangle Path

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



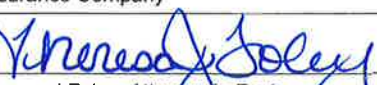
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 30th day of January 2024

	Fonson Company, Inc. <i>(Principal)</i> _____ <i>(Seal)</i>
<i>(Witness)</i>	 <i>(Title)</i> Brendan Fons, Secretary Westfield Insurance Company
Ryan Foley	<i>(Surety)</i> _____ <i>(Seal)</i>
<i>(Witness)</i> Ryan Foley	 <i>(Title)</i> Theresa J Foley, 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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/30/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2140082 03

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 JUDY K. WILSON, VICKI S. DUNCAN, KRISTIE A. PUDVAN, SUSAN E. HURD, NICHOLAS R. HYLANT, MICHAEL SCHATZ, KATHY S. ZACK, JENNIFER A. JAROSZ, JAMIE M. LAURENCELLE, SARAYU S. NAIR, THERESA J. FOLEY, 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 in any penal limit.

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 30th day of JUNE A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 30th day of JUNE A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; 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



Handwritten 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 30th day of January A.D., 2024



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary