

TO: Mayor and City Council

FROM: Rich Morrison, Community Development Director

RE: Bid Award – West River St. Hillside Seating

DATE: May 6, 2024

BACKGROUND

At its December 11, 2023, meeting, the City Council approved several components of the Grand Renovations for Downtown Grand Ledge project. The Fitzgerald Field Retaining Walls and Seating Expansion budget was established and approved for \$500,000 at that time. The sole bid received was in the amount of \$874,097 and the bid was not awarded.

Since that time, staff has worked with the project engineers to seek ways to reduce project cost and ensure that the retaining walls, concrete seating, and stairs meet the City's expectations. As a result, there have been some design modifications.

We have also met with and talked with several contractors. Although we have been able to reduce costs slightly, it is clear that a significant part of the project needs to be cut. **Staff recommends that the new bleachers and work associated with the construction of the bleachers be put on indefinite hold until additional funding for that part of the Grand Renovations for Downtown Grand Ledge project can be secured.**

Staff is further recommending that City Council consider moving forward with the retaining walls, concrete wall seating, and stairs portion of the project. A rendering showing staff's recommendations and plan sheet is attached. Staff is now referring to the modified scope of work as the W. River Street Hillside Seating.

Gordon Construction Services (GFS), who was the previous sole bidder, has provided a lump sum bid with a cost of \$564,221.08 to construct the project as currently designed. Staff solicited bids/quotes for this work. Construction is anticipated to begin in June and be completed in September.

The project engineer and Downtown Development Authority (DDA) are recommending approval of the GFS proposal. The DDA met and made its recommendation on May 8, 2024. The project engineer's letter is attached.

The shed located south of Fitzgerald Field will block the view from the new hillside seating and needs to be demolished. The City will be responsible for the demolition of the shed.

The shed houses the electric meter, panels, and switches for the ballfield lighting and the electrical equipment needs to be relocated as part of the shed demolition. The electrical equipment will be placed on a rack and pedestal near the ballfield fence. The costs of the electric relocation are not included in the GFS proposal. The estimated cost for the electric relocation is \$25,700.

Construction observation services for this part of the project are included in the contract executed with Giffels Webster, the project engineer.

The above estimates do not include operations and maintenance items which will be included in the Parks and Recreation budget.

STAFF RECOMMENDATION

Staff recommends that the new bleachers and associated work that was part of the Grand Renovations for Downtown Grand Ledge be postponed until a funding source can be identified. Staff recommends that the City Council approve the agreement from GFS to construct the retaining walls, hillside seating, and stairs.

CITY COUNCIL ACTION

Approval of a resolution to approve the lump sum bid/agreement for the W. River St. Hillside Seating project for the work necessary to complete the retaining walls, concrete seating, and stairs to Gordon Construction Services, in the amount of \$564,221.08, and further authorizing the City Manager to execute the agreement.

Attachments:

Resolution

Engineer's letter of recommendation

Agreement including bid from GCS.

Rendering

Plan sheet



May 7, 2024

BID RECOMMENDATION

Amee King, Assistant City Manager
City of Grand Ledge
310 Greenwood Street
Grand Ledge, MI 48837

**RE: Grand Renovations for Downtown Grand Ledge
W. River Street Hillside Seating – Contract No. 2023-03B**

Dear Ms. King:

On April 30, 2024, Giffels Webster and the City received a bid amount from Gordon Construction Services in the lump sum amount of **\$564,221.08**. The work covered under this contract includes the construction of tiered concrete retaining walls and associated earthwork, steps, railings, and other miscellaneous sidewalk work between the existing sidewalk along W. River Street and the base of the existing hill adjacent to Fitzgerald Memorial Field.

Gordon Construction Services has been in business since 2013 performing multiple areas of general construction work in Michigan. Giffels Webster has contacted references provided by the bidder and has received all positive comments.

Based on the positive references, we recommend that the contract be awarded to Gordon Construction Services in the total amount of **\$564,221.08**.

If awarded, contract books will be submitted to you upon signature by the Contractor for execution by the City.

Respectfully,

Giffels Webster

A handwritten signature in black ink that reads "Justin R. Wellman" followed by a horizontal line.

Justin R. Wellman, P.E.

Grand Ledge City Council Resolution # _____ of 2024

A Resolution to Approve an Agreement with Gordon Constructive Services for Grand Renovations for Downtown Grand Ledge, Contract #2023-03B, W. River St. Hillside Seating.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 13 May 2024, in the Council Chambers, City Hall, 310 Greenwood St., Grand Ledge MI 48837, in compliance with the Open Meetings Act, as amended.

Whereas, the City of Grand Ledge, Michigan (“City”) is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 07 August 2018, as amended (“Charter”); and

Whereas, Charter §13.1A provides:

“The power to make and to authorize the making of contracts on behalf of the City is vested in the City Council and shall be exercised in accordance with the provisions of law”; and

Whereas, the City previously approved a contract with Giffels webster for the Grand Renovations for Downtown Grand Ledge; and

Whereas, staff recommends postponing the new bleachers and associated work that was part of the Grand Renovations for Downtown Grand Ledge until a funding source can be identified; and

Whereas, staff recommends an agreement from Gordon Constructive Services to construct the retaining walls, hillside seating, and stairs;

Now, Therefore, It Is Resolved:

1. The City approves an agreement with Gordon Constructive Services for Grand Renovations for Downtown Grand Ledge, Contract #2023-03B, W. River St. Hillside Seating, as attached, in a total amount not to exceed \$564,221.08.
2. The City directs the City Manager and Finance Director / Treasurer to appropriate the funds necessary to implement said agreement.
3. The City authorizes and directs the City Manager, or their duly authorized agent or representative, to act as agent on behalf of the City to implement said agreement on behalf of the City; to do any other act(s) or thing(s) which shall be necessary to implement said agreement on behalf of the City; to preserve and protect the rights, duties, and obligations of the City thereunder; and to do any act or thing required by Charter, ordinance, regulation, rule, statute, or other provision of law in order to implement said agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Keith O. Mulder, Mayor

I, Gregory L. Newman, Grand Ledge City Clerk, certify this is Resolution #_____ of 2024, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 13 May 2024; in the Council Chambers, City Hall, 310 Greenwood St., Grand Ledge MI 48837, in compliance with the Open Meetings Act, as amended.

Gregory L. Newman, City Clerk

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the City of Grand Ledge, a Michigan home rule city, with offices located at 310 Greenwood Street, Grand Ledge, Michigan 48837 (hereinafter called OWNER) and Gordon Constructive Services (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined in Article 8. The Work is generally described as follows:

W. River Street Hillside Seating

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Grand Renovations for Downtown Grand Ledge, Contract #2023-03B

1.2 CONTRACTOR shall provide all material, parts, labor, and services required for the proper completion of the Work in accordance with the Contract Documents, applicable codes, as required by law, and as may otherwise be subsequently agreed to by the parties in writing via change order, and/or as otherwise may be directed by the OWNER via construction change directive when a change order cannot be timely agreed upon. CONTRACTOR's Work includes Work to be performed by CONTRACTOR, CONTRACTOR's subcontractors, and suppliers (as permitted), and as reasonably necessary to complete the Project.

1.3 CONTRACTOR shall perform the Work expeditiously and consistent with professional skill and care and the orderly progress of the Project. CONTRACTOR shall submit for the OWNER's approval a schedule for the performance of the Work which shall not exceed time frames required by the Contract Documents or this Agreement except as such time frames may be properly extended therein.

1.4 CONTRACTOR SHALL follow the highest standards of its profession in performing all Work under this Agreement. CONTRACTOR's employees assigned to perform Work shall be fully certified, licensed and approved as necessary to lawfully perform the WORK. CONTRACTOR shall at all times comply with applicable federal, state and local laws, rules, regulations and policies.

1.5 CONTRACTOR further agrees that any materials or equipment installed pursuant to this Agreement shall be new and of good working order. CONTRACTOR shall indemnify and hold the OWNER harmless from and against any and all claims of whatsoever kind or nature for damage to property or for personal injury, including death, and from and against any loss or liability in connection therewith, made by anyone whomsoever arising out of the negligence or willful misconduct of CONTRACTOR under this Agreement, either by CONTRACTOR, any subcontractor of CONTRACTOR or by anyone directly engaged or employed by CONTRACTOR; provided, however that CONTRACTOR shall have no liability hereunder, for any such claims, loss, or liability to the extent they are attributable the negligence or willful misconduct of the

OWNER or any other third party on a comparative basis of fault. The CONTRACTOR's indemnification responsibilities hereunder shall be to the fullest extent of its fault.

1.6 In the performance of the Work under this Agreement, CONTRACTOR (its agents, subcontractors and employees) shall be regarded at all times as performing services as an independent contractor of the OWNER. CONTRACTOR shall be regarded, designated and considered to be the employer with respect to all individuals whom CONTRACTOR may select and assign to perform Work under this Agreement.

1.7 Within the meaning of all applicable federal, state and local laws, including but not limited to, employment taxes, income taxes, labor relations acts, employment discrimination laws, minimum wage and overtime laws, and workers' compensation laws (collectively, the "Employment Laws"), CONTRACTOR is and shall be deemed to be the sole employer of all personnel used to provide services on behalf of CONTRACTOR pursuant to this Agreement. (the "CONTRACTOR Personnel"), and its relationship with the OWNER shall be deemed to be that of an independent contractor and not that principal and agent, servant, or employer and employee. As the employer of the CONTRACTOR'S Personnel, CONTRACTOR shall: (a) have the power to hire, discipline, recruit, train and terminate CONTRACTOR Personnel; (b) instruct the CONTRACTOR Personnel on when, where, and how to perform their duties; (c) determine the amount and frequency of wage, benefit, salary, bonus, and other payments to CONTRACTOR Personnel; (d) determine and pay the amount, if any, of reimbursement for business and/or traveling expenses of CONTRACTOR Personnel; (e) pay and file with all appropriate governmental entities all necessary payroll information, taxes and deductions, including but not limited to, federal, state and local income taxes, social security taxes, and unemployment taxes; (f) comply with the Employment Laws; and (g) pay any and all workers' compensation and other insurance costs and premiums applicable to employers.

1.8 The OWNER's representative for the Project is Ameer King (the "Owner's Representative"). The Owner's Representative, and any other individual or entity authorized by the OWNER's City Council or designee, shall have the right to review and inspect the CONTRACTOR's services, work, records, documents, reports, insurance policies, estimates, memoranda, analyses, activities, and any other matter related to the CONTRACTOR's performance of the Work. Any documents officially submitted by the CONTRACTOR related to this Project shall be reviewed and approved by the Owner's Representative and any other individual or entity authorized by the OWNER's City Council. CONTRACTOR is expected to coordinate the timing, location, and performance of the Work with the Owner's Representative and/or any other OWNER administrator identified to the CONTRACTOR in writing. The intent of this paragraph is not to direct the CONTRACTOR's work, but only to ensure the efficient and smooth performance of same in light of the OWNER's ongoing operations.

1.9 From the moment of creation and regardless of the stage of completion, the OWNER shall be deemed the owner of any documents or instruments of service created by CONTRACTOR and used in the performance of the Work.

Article 2. ENGINEER

The Project has been designed by Giffels Webster is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 Time is of the essence of this Agreement. The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by **October 15, 2024**.

3.2 The parties acknowledge that a failure to timely perform will cause damages to the OWNER that are difficult to ascertain and, therefore, CONTRACTOR shall be responsible for liquidated damages in accordance with Section 108.10 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

3.3 For any delays caused to CONTRACTOR, whether by the OWNER or other third-parties, CONTRACTOR's sole remedy shall be an extension of the deadline for performance as mutually agreed by the parties. Under no circumstances shall CONTRACTOR be able to recover monetary damages for delay.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1:

4.1 For all Work:

A. W. RIVER STREET HILLSIDE SEATING

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
A1.	Mobilization, Max \$60,000.00	1	LSUM	\$ 31,494.00	\$ 31,494.00
A2.	Sidewalk, Rem, Modified	32	Syd	\$ 33.30	\$ 1,065.60
A3.	Earthwork, Terraced Seating	1	LSUM	\$ 48,966.00	\$ 48,966.00
A4.	Erosion Control, Silt Fence	170	Ft	\$ 3.60	\$ 612.00
A5.	Aggregate Base, 4 inch, Modified	55	Syd	\$ 27.00	\$ 1,485.00
A6.	Aggregate Base, 6 inch, Modified	16	Syd	\$ 28.08	\$ 449.28
A7.	Aggregate Base, 12 inch	295	Syd	\$ 56.16	\$ 16,567.20
A8.	Underdrain, Fdn, 4 inch	475	Ft	\$ 36.00	\$ 17,100.00
A9.	Reinforcement, Steel, Epoxy Coated	15,030	Lbs	\$ XX.XX	\$ XX.XX
A10.	Steps, Conc	15	Cyd	\$ XX.XX	\$ XX.XX
A10-1.	Steps, Conc, Complete	1	LSUM	\$ 18,720.00	\$ 18,720.00
A11.	Pipe Railing, Galv Steel, Grand Ledge Blue	246	Ft	\$ 120.60	\$ 29,667.60
A12.	Conc, Grade 5000	188	Cyd	\$ XX.XX	\$ XX.XX
A12-1.	Retaining Wall Construction, Complete	1	LSUM	\$ 344,178.40	\$ 344,178.40
A13.	Sidewalk, Conc, 4 inch	475	Sft	\$ 10.80	\$ 5,130.00
A14.	Sidewalk, Conc, 6 inch	215	Sft	\$ 13.20	\$ 2,838.00
A15.	Topsoil Surface, Furn, 3 inch, Modified	1,600	Syd	\$ 6.00	\$ 9,600.00
A16.	Seeding Mixture, Special	75	Lbs	\$ 45.60	\$ 3,420.00

A17. Mulch Blanket	1,600 Syd	\$	1.08	\$	1,728.00
A18. Water, Sodding/Seeding	50 Unit	\$	600.00	\$	30,000.00
A19. Picnic Table, ADA Compliant	1 Ea	\$	1,200.00	\$	1,200.00
A20. Sanitary Sewer Force Main, Relocate, 4 inch	1 LSUM	\$	XX.XX	\$	XX.XX
A21. Dr Structure, Tap, 4 inch	1 Ea	\$	XX.XX	\$	XX.XX
TOTAL LUMP SUM AMOUNT:				\$	<u>564,221.08</u>

Five-Hundred Sixty-Four Thousand Two-Hundred Twenty-One Dollars and Eight Cents
(AMOUNT WRITTEN)

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Notwithstanding anything in the General Conditions, OWNER shall have no obligation to make any payments until CONTRACTOR provides all insurances required by the Contract Documents and the ENGINEER has approved the applicable Application for Payment.

The OWNER reserves the right to dispute any CONTRACTOR Application in good faith. In the event the OWNER disputes an Application for Payment, the CONTRACTOR shall continue performing under this Agreement, and the OWNER may withhold such amounts until the dispute is resolved.

The OWNER may withhold amounts from any payment due CONTRACTOR as a setoff or recoupment for damages or losses incurred due to CONTRACTOR's negligent acts or omissions or CONTRACTOR's failure to perform under the requirements of the Contract Documents or this Agreement.

5.2 Progress Payments & Retainage. OWNER shall make progress payments on account of the Contract Price based on CONTRACTOR'S Applications for Payment as certified by ENGINEER, on or about the last day of each month during construction as provided in paragraph 5.2.2.

5.2.1. All such payments will be measured by the unit prices stated in this Agreement.

5.2.2. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage stated below, but in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.b.5 of the General Conditions.

- a. 90% of Work completed (with the balance being retainage).
- b. Upon reaching 50% of the Contract Price, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, payments to CONTRACTOR

may be made at 95% of the work completed (with the balance being retainage). A Consent of Surety will be required prior to any reduction of retainage.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. PUBLIC ACT 524 OF 1980

All monies, including retainage, not paid when due as provided in Article 14 of the General Conditions may incur interest in accordance with Public Act 524 of 1980. Interest shall be calculated at a rate of no more than five percent (5%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied with all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 4.02.A. of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02. of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.0.2. of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR 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 Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS

The following documents are incorporated by reference as if fully restated herein: (i) Plans and Specifications, (ii) Bid Documents, (iii) any documents referenced in the Plans and Specifications and/or Bid Documents, (iv) Conditions of the Contract (General, Supplementary, and Other Conditions), and (v) those documents listed in the Index of the contract book (collectively, the "Contract Documents"). In the event of any inconsistency or conflict between the Contract Documents or between a Contract Document and this Agreement, the provision that is more beneficial to the OWNER (as determined in the OWNER'S sole discretion) shall control.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. INSURANCE AND INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and hold the OWNER (and its officers, elected officials, agents, agents, and consultants) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert, and other professional fees, arising out of or related to any CONTRACTOR negligence, wrongful act, or breach of this Agreement or the obligation of CONTRACTOR or any of its employees or others for whom it is responsible in connection with the performance or non-performance of the Agreement. CONTRACTOR'S indemnification responsibility shall be as broad as permitted by law, to the fullest degree of its fault.

9.2 CONTRACTOR agrees to procure and maintain the insurance types and amounts as provided in the General Conditions.

9.3 Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. All applicable insurances shall name as additional insureds the OWNER and its elected and appointed officials, employees, and volunteers. The policy shall include a minimum of thirty (30) days' notification to certificate holders of cancellation, nonrenewal, reduction or change in the policy. It shall be the contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

9.4 CONTRACTOR's insurances shall be obtained (and provided to the Owner's Representative) prior to the commencement of the Work, and shall be maintained either: (a) if occurrence-based, for at least one year following final completion, and/or (b) if claims-made, for at least seven years following final completion of the Project. The OWNER shall be identified as an additional insured on all applicable insurances. CONTRACTOR's insurance shall be primary and not contributory.

9.5 CONTRACTOR shall furnish payment and performance bonds covering 100% of the Contract Price and otherwise in accordance with applicable laws, including but not necessarily limited to MCL 129.201 et seq.

Article 10. EMPLOYEES AND SUBCONTRACTING.

10.1 The OWNER reserves the right to approve the identity of project representatives of the CONTRACTOR and any subcontractors.

10.2 The CONTRACTOR shall not use subcontractors without the OWNER's prior written consent. If CONTRACTOR desires to use a subcontractor, it will notify the OWNER in writing, including the name, scope of work, and any other information requested by the OWNER. The CONTRACTOR will be fully responsible to the OWNER for the acts and omissions of any subcontractors and of all other persons whether directly or indirectly employed by the CONTRACTOR. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the OWNER. The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of the Agreement, or any part thereof, or the CONTRACTOR's right, title, or interest in same without the prior written consent of the OWNER. The CONTRACTOR shall not assign any of the monies due or to become due and payable under the Agreement without prior written consent of the OWNER.

Article 11. NONDISCRIMINATION.

11.1 CONTRACTOR shall not 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 race, color, religion, national origin, age, sex, weight, or marital status and other employment matters described by the Michigan Elliott-Larsen Civil Rights Act. Breach of this covenant may be regarded as a material breach of the agreement.

Article 12. OWNER'S RIGHT TO CORRECT DEFICIENCIES.

12.1 If the CONTRACTOR shall neglect to perform the Work properly, or should it refuse to remedy any defects in the Work due to inferior quality of services or material, or should it in any manner fail to perform any provision of the Agreement, the OWNER, after 3 days' notice to the CONTRACTOR, may correct such deficiencies at CONTRACTOR's cost and may deduct the cost thereof from any payment due CONTRACTOR. The remedy described in this section is not exclusive and shall have no effect on the OWNER's ability to seek recovery for, among others, breach of contract, breach of warranty, and/or performance bond claims.

Article 13. DISPUTE RESOLUTION.

13.1 The parties shall first attempt to resolve disputes through non-binding mediation. If the parties cannot agree on a mediation procedure, mediation will be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Any claim or dispute not resolved by mediation shall be subject to litigation.

13.2 A demand for mediation may be filed along with a complaint in litigation, but the process of non-binding mediation shall proceed first (so long as permitted by the applicable court). Any demand for mediation filed prior to a complaint in litigation shall toll all limitations periods for all applicable claims until the mediation process has been completed, successfully or unsuccessfully.

13.3 In the event of any mediation arising out of or relating to this Agreement, the OWNER reserves the right to require that the mediation be conducted in the general area where the OWNER's principal place of business is located. Any mediation with respect to this Agreement shall be non-binding. Any agreements reached in mediation shall be binding in accordance with law. For all litigation arising out of this Agreement, the OWNER and CONTRACTOR agree to adjudicate all disputes in the courts of appropriate jurisdiction in Eaton County, Michigan. CONTRACTOR consents to the jurisdiction and venue of such courts. Both parties retain their rights of appeal.

13.4 The OWNER reserves the right in its discretion to require consolidation or joinder of any dispute arising out of or relating to this Agreement with another mediation, arbitration or litigation involving a person or entity not a party to this Agreement, in the event the OWNER believes in its sole discretion that such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense, or effort.

13.5 The CONTRACTOR shall include similar dispute resolution provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution between and among the parties to those agreements.

13.6 As a condition precedent to any claim, mediation, arbitration, litigation or other cause of action brought by the CONTRACTOR against the OWNER, the CONTRACTOR shall notify the OWNER in writing of any contractual or other dispute within 21 days of becoming aware of the conditions giving rise to the claim, cause of action, or dispute. The failure to timely provide such notice shall be an irrevocable waiver of any such claim, cause of action, or dispute. Claims and causes of action by the OWNER shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the OWNER be deemed untimely if filed within six (6) years of final completion of the Project.

Article 14. TAXES

14.1 The CONTRACTOR acknowledges that the OWNER is a tax-exempt entity and any taxes incurred pursuant to performance of this Agreement, including but not necessarily limited to sales and use taxes, shall be the sole responsibility of CONTRACTOR.

Article 15. WARRANTIES

15.1 In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of a law and not in limitation of the terms of the Contract Documents, CONTRACTOR warrants and guarantees that:

- The OWNER will have good title to the Work and all materials and equipment incorporated into the Work, unless otherwise expressly provided in the Contract Documents, will be of good quality and new.
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials.
- The Work and all equipment incorporated into the Work will be fit for the purpose for which they are intended.
- The Work and all materials and equipment incorporated into the Work will be merchantable.
- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

15.2 The CONTRACTOR shall assign and forward to the OWNER all applicable manufacturers' warranties for any equipment or materials relevant to the Project and the Work.

15.3 For period of one year after the final completion of the Project or the warranty period provided in the Bidding Documents, whichever is longer, CONTRACTOR will correct any defects in material or workmanship in the Work. The one-year period designated in this Section relates solely to the obligation of CONTRACTOR to correct Work and does not impose a period of limitation in which the OWNER may assert a claim for damages against CONTRACTOR for breach of contract and/or breach of warranty. Under no circumstance will an Owner's claim for damages against the CONTRACTOR be considered untimely if filed within six years of final completion of the Project, regardless of whether a shorter limitations period is identified for the particular cause of action under Michigan law.

Article 16. TERMINATION

16.1 The OWNER may terminate the awarded contract, and shall provide written notice to CONTRACTOR of same, in any of the following instances: (a) Failure to make delivery of the supplies, or to perform the Services within the time specified herein, or any extension thereof; (b) Failure to make progress if such failure endangers performance of the contract in accordance with its terms; (c) Failure to perform in compliance with any provision of the specification; or (d) CONTRACTOR guarantees the performance of Services in accordance with the highest standards of the profession. Upon written notice by the OWNER of CONTRACTOR's failure to comply with such standards or to otherwise be in default of this Agreement in any manner, CONTRACTOR shall immediately remedy said defective performance in a manner acceptable to the OWNER. Should the OWNER consider the contractor failing to immediately correct said defective performance, said failure is a breach of this Agreement and provide grounds for termination of the same.

16.2 The CONTRACTOR may terminate this Agreement for the OWNER's failure to substantially perform its obligations under this Agreement, so long as written notice of such failure has been provided to OWNER and OWNER fails to cure such failure within thirty (30) days of receiving the notice.

16.3 If the Agreement is terminated prior to completion of the Work, CONTRACTOR shall provide a final report based on the value of the Work reasonably and properly performed as of the date of termination, and the OWNER shall make payment for all services and Work properly performed prior to termination, but in no event shall such sum exceed the Contract Price.

Article 17. CONFIDENTIALITY

17.1 If CONTRACTOR receives information of the OWNER that is "confidential" or "business proprietary," CONTRACTOR shall keep such information strictly confidential and shall not disclose it to any other person except to its employees, those who need to know the content of such information in order to perform services solely for this Project, or its consultants whose contracts include similar restrictions. The parties acknowledge that the OWNER cannot provide similar confidentiality protection due to the applicability of the Michigan Freedom of Information Act, MCL 15.231 et seq., and the Michigan Open Meetings Act, MCL 15.261 et seq., among others.

Article 18. MISCELLANEOUS

18.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

18.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

18.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

18.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18.5 Notwithstanding anything else to the contrary herein, the OWNER may, in its sole discretion, terminate this Agreement without any penalty, cost, damage, fee, or other compensation to CONTRACTOR if the OWNER cannot obtain financing for the Project to its satisfaction.

18.6 The requirements of Section 2 of 1998 PA 57, MCL 125.1591 et seq., as amended, are hereby incorporated into this Agreement.

18.7 This Agreement, including all attachments and documents incorporated herein by reference, constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Work. None of the terms and provisions of this Agreement may be modified, waived, or amended in any way except by written amendment, change order, or construction change directive.

18.8 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.

18.9 This Agreement shall be interpreted and enforced under the laws of the State of Michigan without regard to conflict of laws principles.

18.10 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to OWNER by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

18.11 CONTRACTOR agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the OWNER upon request.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (Effective Date of the Agreement).

OWNER: City of Grand Ledge

CONTRACTOR: Gordon Construction Services

BY: _____

BY: 

Attest: _____

Attest: 

Address for giving notices:

310 Greenwood Street

227 Maple Street

Grand Ledge, MI 48837

Portland, MI 48875

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

License No.

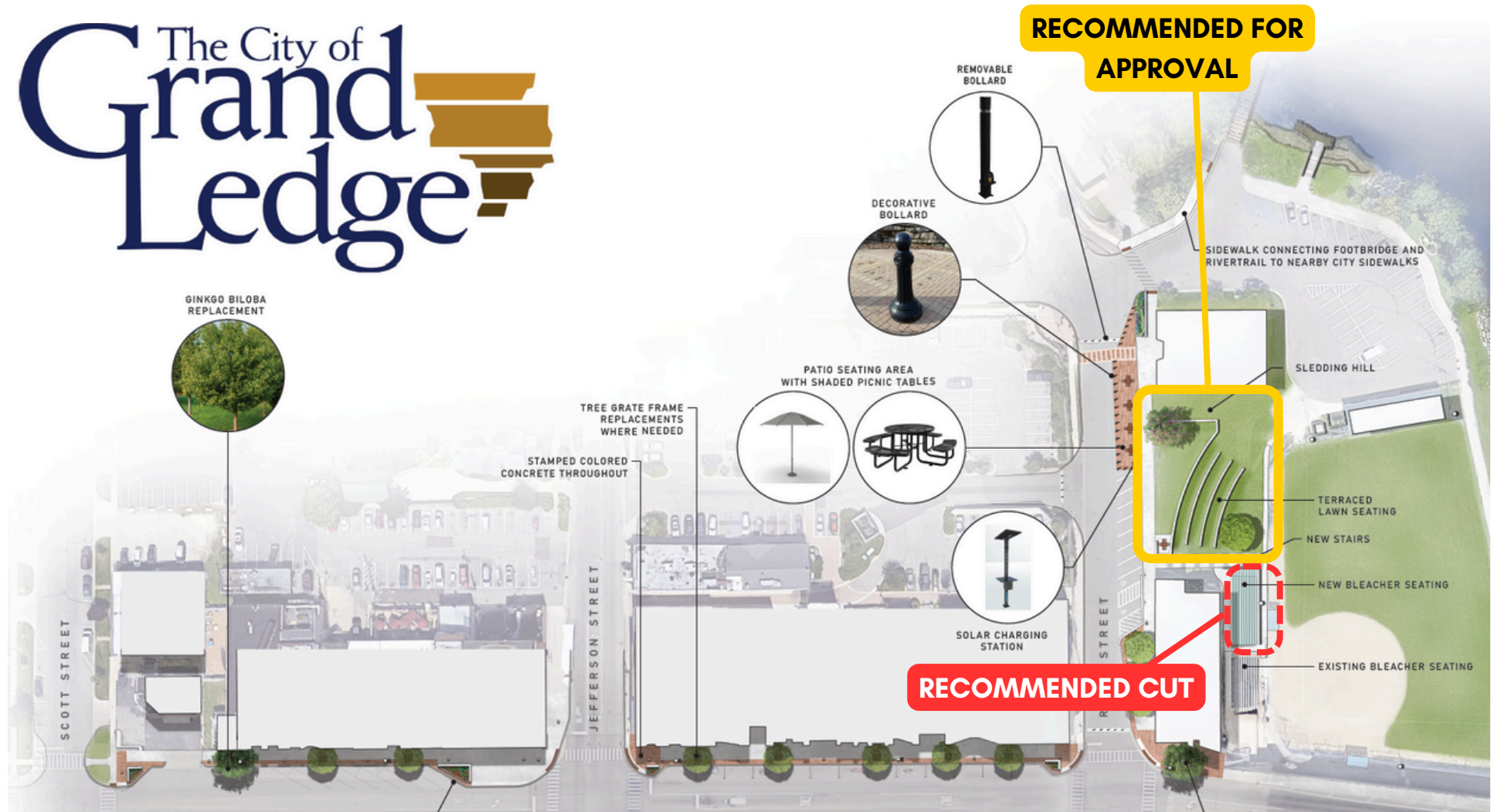
Agent for Service of process: NP

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

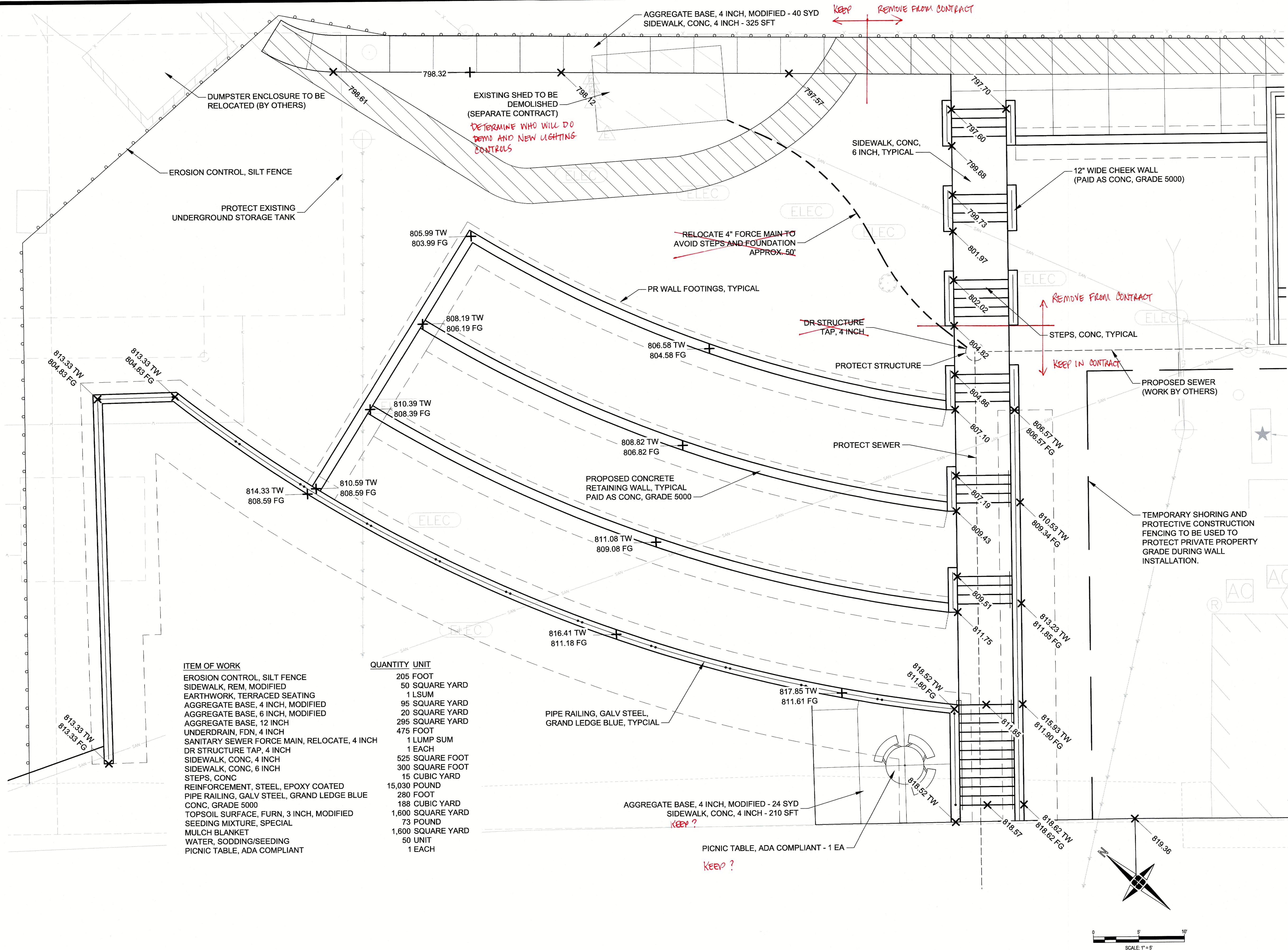
May 13, 2024

Grand Renovations

Recommended Alterations



H:\2020\20300\20356.00 Grand Renovations for Downtown Grand Ledge\Design\CAD\Work Sheets\Contract #3B\Grand Ledge Contract #3B Plan Sheets.dwg



ITEM OF WORK	QUANTITY	UNIT
EROSION CONTROL, SILT FENCE	205	FOOT
SIDEWALK, REM, MODIFIED	50	SQUARE YARD
EARTHWORK, TERRACED SEATING	1	LSUM
AGGREGATE BASE, 4 INCH, MODIFIED	95	SQUARE YARD
AGGREGATE BASE, 6 INCH, MODIFIED	20	SQUARE YARD
AGGREGATE BASE, 12 INCH	295	SQUARE YARD
UNDERDRAIN, FDN, 4 INCH	475	FOOT
SANITARY SEWER FORCE MAIN, RELOCATE, 4 INCH	1	LUMP SUM
DR STRUCTURE TAP, 4 INCH	1	EACH
SIDEWALK, CONC, 4 INCH	525	SQUARE FOOT
SIDEWALK, CONC, 6 INCH	300	SQUARE FOOT
STEPS, CONC	15	CUBIC YARD
REINFORCEMENT, STEEL, EPOXY COATED	15,030	POUND
PIPE RAILING, GALV STEEL, GRAND LEDGE BLUE	280	FOOT
CONC, GRADE 5000	188	CUBIC YARD
TOPSOIL SURFACE, FURN, 3 INCH, MODIFIED	1,600	SQUARE YARD
SEEDING MIXTURE, SPECIAL	73	POUND
MULCH BLANKET	1,600	SQUARE YARD
WATER, SODDING/SEEDING	50	UNIT
PICNIC TABLE, ADA COMPLIANT	1	EACH

Engineers
 Surveyors
 Planners
 Landscape Architects

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Executive: J.R.W.
 Manager: J.R.W.
 Designer: J.R.W.
 Quality Control: S.A.R.



DATE:	ISSUE:
03/08/2024	ISSUED FOR RE-BIDDING

Developed For:
CITY OF GRAND LEDGE
 310 GREENWOOD STREET
 GRAND LEDGE, MI 48837
 (517) 627-2149

RETAINING WALL PLAN

GRAND RENOVATIONS FOR DOWNTOWN GRAND LEDGE
 CITY OF GRAND LEDGE
 EATON COUNTY
 MICHIGAN

Date: 04.18.23
 Scale: AS SHOWN
 Sheet: 03 of 10
 Project: 20356.00

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