

To: City Council

From: Kurt Ristow, Public Works Superintendent

Date: 9/16/2024

Re: Iron Removal Plant Paving/ Public Service Garage Paving Proposal

Background: On July 9, 2024, the City solicited bids for street resurfacing services for Pine, Willow, Seymour, and Pearl Streets. Bids were due July 30, 2024. A total of six bids were received. Rieth-Riley was the lowest bidder. The City Council approved the contract at the August 12, 2024, meeting.

Issues and Questions Specified: Rieth-Riley is willing to extend the unit prices from the August 12, 2024, contract for milling and paving services at the Iron Removal Plant and the Public Service Garage located at 13253 Lawson Road.

Financial Impact: \$139,660.00 to be paid by the Water/Sewer fund for paving at the Iron Removal Plant. The paving was anticipated in the FY25 operating budget.

\$47,945.00 to be funded by the Equipment Operating Fund- Building Maintenance for paving at the Public Service Garage.

Recommendation: Approve the proposal for \$139,660.00 for the Iron Removal Plant paving and \$47,945.00 for the Public Service Garage paving.

Attachments: Proposal- Rieth-Riley/Grand Ledge Iron Removal Plant and Grand Ledge DPW Lot Paving



P R O P O S A L

Rieth-Riley Construction Co., Inc. - Lansing
 4150 S. Creyts, Lansing, MI 48917
 P. 517.721.0103 - F. 517.721.0105
airoberts@Rieth-Riley.com

Date: 8/23/24

Job Name: Grand Ledge Iron Plant		Job Location: Grand Ledge	
Proposal Submitted To		Owner Information	
Name: Company: Address: City/St/Zip: Phone: Fax: Mobile: Email:		Name: Company: Address: City/St/Zip: Phone: Fax: Mobile: Email:	
Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on plans and specifications prepared by _____ and dated _____ and the following addenda, if any: _____			
Item	Description	Quantity	Unit Price
Iron Removal Plant			
1	Mobilization / Traffic Control	1.00 LS	\$6,500.00 LS
2	HMA 13A Base 2.5"	450.00 Ton	\$90.00 Ton
3	HMA 13A Top 2.5"	450.00 Ton	\$90.00 Ton
			Total: \$87,500.00
Iron Removal Driveway			
1	Mobilization / Traffic Control	1.00 LS	\$6,500.00 LS
2	Cold Milling HMA	14,200.00 sft	\$0.30 LS
3	HMA 13A Base 2.5"	230.00 Ton	\$90.00 Ton
4	HMA 13A Top 2.5"	230.00 Ton	\$90.00 Ton
			Total: \$52,160.00
			Total of All: \$139,660.00
Conditions			
1) Dues, bonds, permits, special insurance and inspection fees by others. 2) Traffic Control devices to be provided by others. 3) Grade to be provided +/- 0.1'. If any additional material is required, to be provided by others. 4) Pavement marking not included. 5) Final payment based on quantity placed. 6) Hand Patching * Material ONLY, F.O.B. Rieth-Riley, Lansing. 7) Please be advised reflective cracking can occur when overlaying existing pavements.			
THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 15 DAYS FROM THE ABOVE PROPOSAL DATE.		SALES TAX INCLUDED	
THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT		RIETH-RILEY CONSTRUCTION CO., INC. By: <u>Adam Roberts</u> Adam Roberts, Project Manager/Estimator	
ACCEPTANCE OF PROPOSAL			
I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS ON THE REVERSE SIDE, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.			
_____ (Company Name)		_____ (Date Signed)	
By: _____ (Authorized Signature)		_____ (Printed Name & Title)	

A 100% Employee Owned Company



STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. This Proposal's prices are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the increase in the price of the asphalt cement.
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. **OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.**
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. If no sales tax is included in this Proposal, Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. **PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES** issued, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor's statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. **A SERVICE CHARGE OF 1½% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. **Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite.** Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: **This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.**

***LICENSE NO.** A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to MCL 338.3511 to 338.3569. A Mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.



PROPOSAL

Rieth-Riley Construction Co., Inc. - Lansing
 4150 S. Creyts, Lansing, MI 48917
 P. 517.721.0103 - F. 517.721.0105
ajroberts@Rieth-Riley.com

Date: 9/10/24

Job Name: Grand Ledge DPW Lot Paving		Job Location: Grand Ledge	
Proposal Submitted To		Owner Information	
Name:		Name:	
Company:		Company:	
Address:		Address:	
City/St/Zip:		City/St/Zip:	
Phone:	Fax:	Phone:	Fax:
Mobile:	Email:	Mobile:	Email:

Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on plans and specifications prepared by _____ and dated _____ and the following addenda, if any: _____.

Item	Description	Quantity	Unit Price	Extension
DPW Lot				
1	Mobilization / Traffic Control	1.00 LS	\$11,000.00 LS	\$11,000.00
Side Yard				
2	Cold Milling HMA	3,100.00 SFT	\$0.30 SFT	\$930.00
3	HMA 13A Base 2"	50.00 Ton	\$90.00 Ton	\$4,500.00
4	HMA 13A Top 1.5"	40.00 Ton	\$90.00 Ton	\$3,600.00
				Total: \$9,030.00
Back Lot				
5	Cold Milling HMA	12,050.00 SFT	\$0.30 SFT	\$3,615.00
6	HMA 13A Base 2"	150.00 Ton	\$90.00 Ton	\$13,500.00
7	HMA 13A Top 1.5"	120.00 Ton	\$90.00 Ton	\$10,800.00
				Total: \$27,915.00
				Total: \$47,945.00


Conditions

- 1) Dues, bonds, permits, special insurance and inspection fees by others.
- 2) Traffic Control devices to be provided by others.
- 3) Grade to be provided +/- 0.1'. If any additional material is required, to be provided by others.
- 4) Pavement marking not included.
- 5) Final payment based on quantity placed.
- 6) Hand Patching * Material ONLY, F.O.B. Rieth-Riley, Lansing.
- 7) Please be advised reflective cracking can occur when overlaying existing pavements.

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THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT		RIETH-RILEY CONSTRUCTION CO., INC. By: <u>Adam Roberts</u> Adam Roberts, Project Manager/Estimator	
ACCEPTANCE OF PROPOSAL			
I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS ON THE REVERSE SIDE, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.			
By: _____ (Company Name)		_____ (Date Signed)	
By: _____ (Authorized Signature)		_____ (Printed Name & Title)	

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TO: Mayor and Council Members
FROM:  Amee King, Assistant City Manager
RE: Parking Lot #5 Island Park Paving
DATE: September 18, 2024

Background: On July 9, 2024, the City of Grand Ledge solicited bids for street resurfacing services for Pine, Willow, Seymour, and Pearl Street. Bids were due July 30, 2024. A total of 6 bids were received. Rieth-Riley was the lowest bidder. The City Council approved the contract at the August 12, 2024, meeting.

Issues and Questions Specified: Rieth-Riley is willing to extend the unit prices from the August 12, 2024, contract for milling and paving services at the Parking Lot #5 Island Park. This item was discussed and approved at the September 11, 2024, Downtown Development Authority meeting.

Financial Impact: \$32,630.00 to be paid by the Downtown Development Authority.

Recommendation: Approve the proposal for \$32,630.00 for the Parking Lot #5 Island Park paving.

Attachments: Proposal from Rieth-Riley for Parking Lot #5 Island Park.



PROPOSAL

Rieth-Riley Construction Co., Inc. - Lansing
 4150 S. Creyts, Lansing, MI 48917
 P. 517.721.0103 - F. 517.721.0105
airoberts@Rieth-Riley.com

Date: 8/23/24

Job Name: Grand Ledge Parkign Lot Paving		Job Location: Grand Ledge	
Proposal Submitted To		Owner Information	
Name: Company: Address: City/St/Zip: Phone: Fax: Mobile: Email:		Name: Company: Address: City/St/Zip: Phone: Fax: Mobile: Email:	
Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on plans and specifications prepared by _____ and dated _____ and the following addenda, if any: _____			
Item	Description	Quantity	Unit Price
	<u>Downtown Parking Lot</u>		
1	Mobilization / Traffic Control	1.00 LS	\$5,000.00 LS
2	Cold Milling HMA	23,100.00 Ton	\$0.30 Ton
3	HMA 13A Top 1.5"	230.00 Ton	\$90.00 Ton
			Total: \$32,630.00
Conditions			
1) Dues, bonds, permits, special insurance and inspection fees by others. 2) Traffic Control devices to be provided by others. 3) Grade to be provided +/- 0.1'. If any additional material is required, to be provided by others. 4) Pavement marking not included. 5) Final payment based on quantity placed. 6) Hand Patching * Material ONLY, F.O.B. Rieth-Riley, Lansing. 7) Please be advised reflective cracking can occur when overlaying existing pavements.			
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ACCEPTANCE OF PROPOSAL			
I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS ON THE REVERSE SIDE, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.			
_____ (Company Name)		_____ (Date Signed)	
By: _____ (Authorized Signature)		_____ (Printed Name & Title)	

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Grand Ledge City Council Resolution # _____ of 2024

A Resolution to Approve Proposals from Rieth-Riley Construction Co., Inc., for Paving at the Iron Removal Plant, Public Services Garage, and Parking Lot #5 Island Park.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 23 September 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 solicited and received bids for 2024 Street Resurfacing Services, and approved the bid from Rieth-Riley Construction Co., Inc.; and

Whereas, Rieth-Riley Construction Co., Inc., has agreed to extend the unit pricing from its proposal for 2024 Street Resurfacing Services for paving at the Iron Removal Plant, Public Services Garage, and Parking Lot #5 Island Park;

Now, Therefore, It Is Resolved:

1. The City approve proposals from Rieth-Riley Construction Co., Inc., for paving at the Iron Removal Plant, Public Services Garage, and Parking Lot #5 Island Park, as attached.
2. The City directs the City Manager and Finance Director / Treasurer to appropriate the funds necessary to implement said proposals.
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 proposals on behalf of the City; to do any other act(s) or thing(s) which shall be necessary to implement said proposals 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 proposals.

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, 23 September 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