



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, February 5, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-01135](#) Approval of Meeting Minutes - January 22, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-0077](#) Approval of a change order to the Granger Construction Company contract for the in-river work associated with the Flint River Restoration Project, increasing the total contract amount to \$15,928,686.56

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-01135

Agenda Date: 2/5/2025

Agenda #:

Approval of Meeting Minutes - January 22, 2025



GENESEE COUNTY
— M I C H I G A N —

**Genesee County
Public Works Committee
Meeting Minutes**

Wednesday, January 22, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 6:31 PM.

II. ROLL CALL

Present: Brian K. Flewelling, James Avery, Beverly Brown, Delrico J. Loyd
and Shaun Shumaker

III. APPROVAL OF MINUTES

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-036](#) Tower Update - Ray Zanke, Facilities & Operations Director

VI. OLD BUSINESS

VII. NEW BUSINESS

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:40 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-0077

Agenda Date: 2/5/2025

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a change order to Granger Construction Co. contract for the in-river work associated with the Flint River Restoration Project, increasing the total contract amount to \$15,928,686.56.

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of a change order to the Granger Construction Company contract, for the in-river work associated with the Flint River Restoration Project, increasing the total contract amount to \$15,928,686.56.

BACKGROUND:

ITB #23-354 for the Flint Riverfront Restoration Re-Bid Project was awarded to Granger Construction Company, per RES-2024-233. Granger is providing construction services for all in-river work associated with the project.

DISCUSSION:

Progressing, additional services items were identified, requesting a change order, increasing the total contract amount from \$13,168,000.00 to \$15,928,686.56, a \$29,125.53 increase from a previous change order and a \$2,731,561.03 increase for the attached change order.

Riffle #4 of the in-river project has presented greater thickness of the Hamilton Dam than expected and more scouring downstream than expected, requiring additional construction services, including construction causeway, dam demolition, excavation and disposal, and fill riffle material.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Expense to be paid from account 2088-770.32-801.028.

NO USE OF PARKS FUND. NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This request directly supports the promotion of environmental stewardship, promotion of public health, safe communities, and creating economic growth in the area.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize a change order to the Granger Construction Company ("Granger") contract, adopted per RES-2024-233, whereby Granger will provide additional construction services for the completion of the in-river work of the Flint Riverfront Restoration Project, at an increased cost not to exceed \$2,731,561.03, increasing the total contract to an amount not to exceed \$15,928,686.56 to be paid from account 2088-770.32-801.028, with all other terms remaining unchanged, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 5, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the change order on behalf of Genesee County.



☐ CONSTRUCTION CHANGE REQUISITION
☒ WORK CHANGE DIRECTIVE

No. 03
305.05
(Rev. 04/2020)

Prepared By: Jason Martin

Date: 01/06/2025
Page: 1 of 2

WT Project No.:	GPA 2003	Project Name:	Flint River Restoration
Owner / Municipality:	Genessee County Parks & Rec		
Owner Project No.:		Department:	
Project Location:	City of Flint		
Contractor:	Granger	Subcontractor:	Anlaan

Description or Work:

Final quantities per the attached back-up log given field survey, field measurements, and field quantity tracking at Riffle #4-6. Final pay contract item quantities are shown on the attached log under the "final quantities" column. Lump sum change order amount is shown at the bottom of the log. Final change order amount is based on adding up all the credits and adds identified on the attached log. All SOV line items will be billed out 100%, once OCO #2 is issued.

Reason:

1. Dam Demo Volume is more than bid quantity due to depths and width of the Dam.
2. Contaminated Non-Hazardous material in several areas below the dam and above the dam had more that bid survey topo showed.
3. Fill, Riffle Material for scour hole areas located once construction commenced.
4. Contaminated non-hazardous excavation savings at riffle 5/6 due to existing elevations/material make-up.
5. Fill, Additional material needed to build riffle structures per contract drawings.

Item No.	Description	Unit	Quantity Increase (Decrease)	Unit Price	Amount Increase (Decrease)
OCO #2	OCO #2	LS	1.00	\$ 2,731,561.03	\$ 2,731,561.03
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
				Net Cost	2,731,561.03

Request for Contract Time Extension: ☐ Add _____ Days ☒ Not Applicable

JALOB GABERDIEL
Contractor (Representative)

01.06.2025
Date

Jason Martin
Wade Trim (Representative)

Digitally signed by Jason Martin
DN: cn=J. Martin, o=WADE TRIM, ou=Construction,
email=jm@wade-trim.com, c=US
Jason Martin
Date: 2025.01.06 13:27:32 -0500
Date

Final Contract
Quantities

Riffle 4								
Item of Work #	Description	Unit	Original Est. QTY	Unit Price	Bid Amount	Total Qty Complete	Final Qty at Complete	Final Cost
1.161-4	Oil Booms	LFT	240	25	\$ 6,000.00	240	240	\$ 6,000.00
1.163-4	Live Stakes	Each	85	10.5	\$ 892.50	0	0	\$ -
1.164-4	Construction Causeway	CYD	630	50	\$ 31,500.00	630.00	630.00	\$ 31,500.00
1.165-4	Dam Demolition	CYD	511	1600	\$ 817,600.00	1685.84	1685.84	\$ 2,697,344.00
1.166-4	Contaminated Non-Hazardous Excavation & Disposal, In-Channel	CYD	718	140	\$ 100,520.00	6653.66	6653.66	\$ 931,512.00
1.167-4	Fill, Riffle Material	CYD	6748	165	\$ 1,113,420.00	8485.81	8485.81	\$ 1,400,157.93
1.169-4	Boulder Clusters	CYD	484	800	\$ 371,200.00	373.66	373.66	\$ 298,924.44
1.170-4	Dredge and Clean Fill	CYD	2500	120	\$ 300,000.00	2500	2500	\$ 300,000.00
Riffle 4 Over/Under								\$ 2,924,305.87
Riffle 5								
Item of Work #	Description	Unit	Original Est. QTY	Unit Price	Bid Amount	Total Qty Complete	Final Qty at Complete	Final Cost
1.161-5	Oil Booms	LFT	240	25	\$ 6,000.00	240	240	\$ 6,000.00
1.163-5	Live Stakes	Each	10346	10.5	\$ 108,633.00	0	10346	\$ 108,633.00
1.166-5	Contaminated Non-Hazardous Excavation & Disposal, In-Channel	CYD	2062	140	\$ 288,680.00	1265.3	1265.3	\$ 177,147.00
1.167-5	Fill, Riffle Material	CYD	175	165	\$ 28,875.00	364.5	364.5	\$ 60,137.93
Riffle 5 Over/Under								\$ (80,270.01)
Riffle 6								
Item of Work #	Description	Unit	Original Est. QTY	Unit Price	Bid Amount	Total Qty Complete	Final Qty at Complete	Final Cost
1.161-6	Oil Booms	LFT	240	25	\$ 6,000.00	240	240	\$ 6,000.00
1.166-6	Contaminated Non-Hazardous Excavation & Disposal, In-Channel	CYD	1546	140	\$ 216,440.00	840.1	840.1	\$ 117,620.00
1.167-6	Fill, Riffle Material	CYD	225	165	\$ 37,125.00	371.8	371.8	\$ 61,345.17
Riffle 6 Over/Under:								\$ (74,599.83)
Additional Credits								
Unused Staking Allowance:								\$ (30,000.00)
Riffle 4 Trucking Credit:								\$ (7,875.00)
Riffle 4,5,6 Change Order:								\$ 2,731,561.03

Staking Allowance to
be billed 100% on
next pay application

Change Order
Amount After all totals
for Riffle 4-6 are
added up and two
additional credits
applied . Change
order is based on
billing all SOV line
items 100%
regardless of installed
quantities.



☐ CONSTRUCTION CHANGE REQUISITION
☒ WORK CHANGE DIRECTIVE

No. 03

(continued)

Date: 01/06/2025


Page: 2 of 2

Work Order Authorization: ☒ Approved ☐ Approved as Noted ☐ Not Approved

If authorized, the Contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated.

Contract Time: ☐ Add Time Extension of _____ Days ☒ Not Applicable

Accepted By:


Contractor (Representative)

1.6.2025
Date

Recommended By:

Jason Martin
Wade Trim (Representative)
Digitally signed by Jason Martin
DN: C=US, E=jmartin@wadetrim.com,
O=Wade Trim, OU=Construction, CN=Jason
Martin
Date: 2025.01.07 13:27:51+05'00'

Date

Approved By:

Owner (Representative)

Date

**SECTION 00 51 00
NOTICE OF AWARD**

Attention: Granger Construction Company

Date: 3/25/24

Project: Flint Riverfront Restoration

Pursuant to the provisions of Article 1.11 of the Instructions to Bidders, you are hereby notified that the Genesee County (Owner) during a Regular Meeting held on 13th, March, 2024, has directed the acceptance of your Bid for the above referenced Project in the amount of thirteen million one hundred sixty eight thousand Dollars (\$ \$13,168,000.00).

This Project consists of naturalizing the Flint River through downtown Flint with multiple rock rapids areas within the main channel, riverbank improvements, and improvements to four blocks of Riverbank Park, including the Playground, Water Wall, Grand Fountain, and Amphitheater Blocks. Project activity in the rock rapids areas is planned to consist of rock-drop structures to transition water surface elevations that were previously controlled by the Hamilton Dam. The changes will allow fish passage upstream and will include resting pools for fishing and recreation. The riverbank improvements are planned to include naturalizing existing concrete and sheet metal retaining walls with vegetation and rock terraces. The changes will improve safe access to the river while maintaining existing flood protection. The park infrastructure improvements are planned to include better physical and visual access to the river, new park access points, terracing and landscaping improvements, new and updated trails, ADA accessibility and safety improvements, removal of the existing central canal, redeveloping the amphitheater, and installing new seating, bike racks, and railings, as delineated in your Bid submitted to Genesee County Parks and Recreation Commission on January 30, 2024.

Please comply with the following conditions within 15 days of the date of this Notice of Award; that is by April 9, 2024.

1. Deliver to Engineer Wade Trim (Forms) fully executed counterparts of the Agreement including all the Contract Documents.
2. Deliver with the executed Agreement the Contract Security (Bonds), on the form included in the Contract Documents, as specified in the General Conditions (Article 5).
3. Deliver with the executed Agreement the Insurance Certificates (and other evidence of insurance) as specified in the General Conditions (Article 5).
4. Please do not date Agreement and Contract Security (Bonds), as these will be dated by the Owner when executed by them.

It is important to comply with these conditions and time limits as failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, Owner will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

In accordance with paragraph 2.05 of the General Conditions, please submit to Engineer the required schedules prior to the scheduling of a Pre-Construction Meeting.

Owner: Genesee County

Authorized Signature: 

Copy to Wade Trim, Inc.

SECTION 00 52 00 AGREEMENT

This Agreement, made and entered into this 25th day of March in the year 2024, by and between Genesee County Parks and Recreation Commission, a Michigan Municipal Corporation, hereinafter called Owner, and Granger Construction Company hereinafter called Contractor, in consideration of the mutual covenants hereinafter sent forth, agree as follows:

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This Project includes naturalizing the Flint River through downtown Flint with multiple rock rapids areas within the main channel, riverbank improvements, and improvements to four blocks of Riverbank Park, including the Playground, Water Wall, Grand Fountain, and Amphitheater Blocks. Project activity in the rock rapids areas is planned to consist of rock-drop structures to transition water surface elevations that were previously controlled by the Hamilton Dam. The changes will allow fish passage upstream and will include resting pools for fishing and recreation. The riverbank improvements are planned to include naturalizing existing concrete and sheet metal retaining walls with vegetation and rock terraces. The changes will improve safe access to the river while maintaining existing flood protection. The park infrastructure improvements are planned to include better physical and visual access to the river, new park access points, terracing and landscaping improvements, new and updated trails, ADA accessibility and safety improvements, removal of the existing central canal, redeveloping the amphitheater, and installing new seating, bike racks, and railings.

The Work will be substantially completed on or before **October 1, 2025**, and completed and ready for final payment in accordance with paragraph 14.11 of Section 00 72 00 - General Conditions on or before **June 1, 2026**.

Engineering and inspection costs incurred after the specified final completion date shall be paid by the Contractor to the Owner prior to final payment authorization.

1. Charges shall be made at such times and in such amounts as the Engineer shall invoice the Owner, provided however said charges shall be in accordance with the Engineer's current rate schedule at the time the costs are incurred.
2. The costs of the Engineer incurred after the specified final completion date shall be deducted from the Contractor's progress payments.

Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not Substantially Complete within the time specified in paragraph 1.03.A above, plus any extensions thereof allowed in accordance with Article 12 of Section 00 72 00. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay the Owner **Four Thousand Dollars (\$4,000.00)** for each day that expires after the time specified in paragraph 1.03.A above for Substantial Completion until the Work is Substantially Complete.

1. Liquidated damages charged shall be deducted from the Contractor's progress payment.

Owner shall pay Contractor as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

Progress payments and retainage under this Contract are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Contract. Without excluding any provisions of the Act from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

1. The person representing the Contractor who will submit written requests for progress payments shall be: Jerrod Pung
2. The person representing the Owner to whom requests for progress payments are to be submitted shall be: Barry June
3. Contractor's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of Section 00 72 00. Applications for Payment will be processed as provided in Section 00 72 00.

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

1. Contractor has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications and which have been identified in the Supplementary Conditions.
3. Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 1.06.A.2 above as the Contractor deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by the Contractor for such purposes.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.

The Contract Documents which comprise the entire Contract between the Owner and the Contractor are attached to this Agreement, made a part hereof and consists of the following:

1. Procurement Requirements (including the Advertisement for Bids, Instructions to Bidders, Proposal, Legal Status of Bidder, and other Documents listed in the Table of Contents thereof).
2. This Agreement
3. Performance and other Bonds
4. Notice of Award
5. Notice to Proceed (if issued)
6. Conditions of the Contract (including Section 00 72 00 and Section 00 73 00)
7. Specifications contained within Division 01 through 49 of the Project Manual dated December 2023
8. Plans sheet bearing the following general title: Flint Riverfront Restoration
9. Addenda numbers 1 to 2, inclusive
10. Documentation submitted by the Contractor prior to Notice of Award
11. Any Modification, including Change Orders, duly delivered after execution of Agreement.

Terms used in this Agreement which are defined in Article 1 of Section 00 72 00 shall have the meanings indicated in Section 00 72 00.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies 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.

Owner and Contractor each binds them self, partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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 the Owner and the 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in five (5) counterparts. Two (2) counterparts each have been delivered to Owner and Contractor, and one (1) counterpart has been delivered to the Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on March 13, 2024.

Owner: Genesee County Parks and Recreation Commission, in coordination with its Parks and Recreation Department

By: James Avery, Chairperson

Authorized Signature: 

Attest: 

Address for giving notices: 5045 E Stanley Rd, Flint, MI 48506

Contractor: Granger Construction Company

By: Dennis Carignan

Authorized Signature: 

Christopher R. Duprey
VP/CFO

Attest: _____

Address for giving notices: 6267 Aurelius Road, Lansing, MI 48911

License No. _____

Agent for service of process: Christopher R. Duprey