

**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.

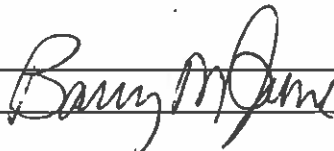
It is important to comply with these conditions and time limits as failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

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