

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LENAWE**

LASALLE GROUP, INC., a Michigan corporation,

Plaintiff,

vs.

THE VILLAGE OF BLISSFIELD, a Michigan municipality

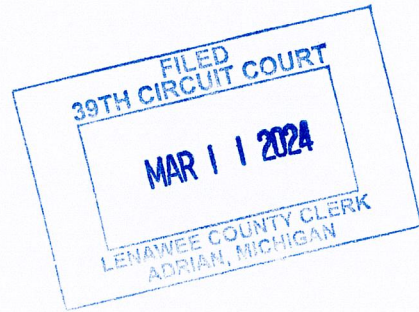
Defendant.

Case No. 2024- *7294*-CK

Judge Hon.

**HONORABLE
ANNA MARIE ANZALONE**

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There is no other pending or resolved civil action arising out of the transactions or occurrences alleged in this complaint pending in this Court.

/s/ Mark L. McAlpine
Mark L. McAlpine (P35583)

COMPLAINT

Plaintiff LaSalle Group, Inc. ("LaSalle"), by and through its counsel, McAlpine PC, and states for its Complaint against Defendant The Village of Blissfield ("Blissfield") as follows:

PARTIES AND JURISDICTION

1. Plaintiff LaSalle is a Michigan corporation, authorized to transact business in Michigan, with its principal offices located at 30375 Northwestern Highway, Farmington Hills, Michigan.

2. Upon information and belief, Blissfield is a Municipality whose address is 130 S. Lane St., Blissfield, Michigan 49228.

3. This Court has jurisdiction over the parties and the subject matter of this action as the amount in controversy exceeds \$25,000.00, and the parties are business enterprises.

4. Venue in this forum is appropriate pursuant to MCL § 600.1621.

FACTUAL BACKGROUND

5. On November 24, 2020, LaSalle and Blissfield entered into a construction contract whereby LaSalle was to provide improvements to Blissfield's Wastewater Treatment Plant (the "Contract"). The Contract is too voluminous to attach as an Exhibit and is otherwise in Blissfield's possession.

6. Pursuant to the Contract, the Project was supposed to be substantially completed by June 1, 2022. *Id.*

7. The original schedule shows the majority of the concrete work and underground ("UG") piping being installed and completed during non-winter months.

8. LaSalle and its subcontractors bid the Project intending to complete the majority of their concrete work and UG piping in the spring, summer and fall and did not include winter conditions for this scope of work in their bids.

9. LaSalle's first day on the jobsite was April 5, 2021, although it did not receive the specified pipe until October 11, 2021, due to a nationwide pipe shortage, one-hundred and thirty-one (131) working days after LaSalle commenced work on the Project. LaSalle had previously requested permission from Blissfield to supply a different pipe which was more readily available, but Blissfield refused to allow LaSalle to do so.

10. In an attempt to maintain the Project schedule and at the insistence of Blissfield, LaSalle performed out-of-sequence and non-critical path work while awaiting the delivery of the UG piping, which led to significant labor inefficiencies and extra costs. LaSalle had requested to demobilize from the project while awaiting delivery of the UG pipe along with an extension of the schedule, but Blissfield refused.

11. However, even with significant effort by LaSalle, and due to no fault of its own, it was unable to complete its Project work as originally bid and pursuant to the original Project schedule because of the national pipe material shortage.

12. Once the UG pipe was finally delivered in October of 2021, LaSalle provided Blissfield and its Engineer with two options in order to complete the Project: (1) LaSalle could continue working during the winter months with Blissfield compensating LaSalle for unforeseen winter conditions; or (2) LaSalle would demobilize and return to the jobsite after April 15, 2022, and Blissfield issue a change order for costs incurred and an extension of the project schedule.

13. Blissfield and/or the Engineer demanded that LaSalle work through the winter to complete the Project knowing that LaSalle and its subcontractors would incur substantial additional costs.

14. LaSalle informed Blissfield and/or the Engineer that it was performing the work during the winter based on the expectation and belief that it would be reimbursed for its winter condition and delay costs.

15. LaSalle was reassured by Blissfield that the parties would work together in order to compensate LaSalle fairly for the unfavorable winter working conditions.

16. LaSalle completed its Contract work as quickly as possible and in accordance with the Contract and all industry standards of care.

17. Blissfield has improperly refused to compensate LaSalle for its Project work, including costs for changed work, loss of productivity due to directed out-of-sequence work, delay costs and the costs of working in unforeseen winter conditions.

18. Amongst other things, the Project was massively and cardinally changed due to the following:

- a. Significant Project delay, out-of-sequence work, and significant labor inefficiencies caused by the national pipe material shortage;
- b. Blissfield refusing to allow LaSalle to demobilize during the spring and summer of 2021, or during the following winter months and requiring LaSalle to work one-hundred and twelve (112) days during unfavorable winter conditions;
- c. Loss of productivity due to the unforeseen COVID-19 Pandemic;
- d. Inspection delays related to under slab electrical work;
- e. State approval delays for electrical drawings; and
- f. Additional concrete/pavement demolition and replacement due to missing information on construction drawings

19. These unexpected events, which severely impacted LaSalle's productivity and substantially extended LaSalle's Project duration, amount to an abandonment of the Contract and/or material breaches of contract and a cardinal change.

COUNT I – ABANDONMENT OF CONTRACT (*QUANTUM MERUIT*)

20. LaSalle incorporates each and every allegation contained within the proceeding paragraphs as if fully set forth herein.

21. Amongst other things, the Project was massively and cardinally changed due to the following:

- a. Significant project delay, out of sequence work, and significant labor inefficiencies caused by the national pipe material shortage;
- b. Blissfield refusing to allow LaSalle to demobilize during the spring and summer of 2021, or during the following winter months and requiring LaSalle to work one-hundred and twelve (112) days during unfavorable winter conditions;
- c. Loss of productivity due to the unforeseen COVID-19 Pandemic;
- d. Inspection delays related to under slab electrical work;
- e. State approval delays for electrical drawings; and
- f. Additional concrete/pavement demolition and replacement due to missing information on construction drawings.

22. Due to the above cardinal changes, LaSalle was unable to complete the Project as originally bid and contracted.

23. LaSalle was forced to perform additional unexpected work that could not be completed efficiently, causing LaSalle to experience significant labor inefficiencies and costs.

24. LaSalle performed this additional unexpected work as mandated by Blissfield, without regard for the Contract, with the expectation that it would be paid for all its Project work.

25. Amongst other things, Blissfield has acted in a manner inconsistent with the existence of the Contract and therefore evidence an intent to abandon the Contract by:

- a. Insisting that the Project move forward in a manner not contemplated by the Contract;
- b. Requiring that LaSalle perform its work in conditions not contemplated by the Contract;
- c. Refusing to allow LaSalle to mitigate its damages by refusing schedule extensions due to factors beyond LaSalle's control, including the COVID-19 Pandemic;
- d. Refusing to acknowledge LaSalle's right to be paid for out-of-scope work as contemplated by the Contract;
- e. Ignoring LaSalle's right to substitute materials in mitigation of Project delays;
- f. Failing to negotiate in good faith;
- g. Misrepresenting its intention to pay LaSalle for the value of the work it performed; and
- h. Otherwise ignoring its obligations under the Contract.

26. LaSalle acquiesced in Blissfield's abandonment of the Contract in reliance on Blissfield's assurances that LaSalle would be fully compensated for the cardinaly changed conditions incurred in performing its work.

27. Blissfield benefitted from LaSalle's work and has accepted and retained the benefit conferred by LaSalle.

28. LaSalle has suffered damages as a result of Blissfield's refusal to compensate LaSalle for the benefits conferred as a result of LaSalle's work.

29. LaSalle is entitled to a finding that the Contract was abandoned and to recover in *quantum meruit* for the fair value of its work and expenses and further the direct and consequential damages it has incurred in completing the Project, including:

- a. The full market value of the benefit conferred, plus overhead and profit;
- b. Attorney fees;
- c. The loss of the use of the funds inappropriately withheld; and
- d. Such other and further damages as are developed through discovery.

WHEREFORE, LaSalle requests that it be awarded its *quantum meruit* damages against Blissfield, together with all related direct, indirect and consequential damages, attorney fees and costs and any other relief deemed just and appropriate by this Honorable Court.

COUNT II – ALTERNATIVE, BREACH OF CONTRACT

30. LaSalle incorporates each and every allegation contained within the proceeding paragraphs as if fully set forth herein.

31. LaSalle entered into a binding and enforceable contract with Blissfield to provide improvements to Blissfield's Wastewater Treatment Plant for the Project.

32. LaSalle fully performed its obligations under the Contract.

33. Blissfield has breached the Contract in the following, but not limited to, ways:

- a. Failing to provide accurate construction drawings;
- b. Requiring cardinal changes to the scope of the Project, including forcing LaSalle to work during unproductive conditions due to the lack of available UG pipe and working in unfavorable winter conditions;

- c. Failing to compensate LaSalle for cardinal changes to the Project; and
- d. Failing to pay LaSalle for all work and costs incurred under the Contract.

34. Throughout the duration of the Project, LaSalle provided Blissfield with actual notice of these breaches and events that negatively impacted LaSalle's Project work.

35. Despite repeated demands, Blissfield has failed to pay LaSalle for all its Project work and costs incurred under the Contract.

36. LaSalle has been damaged as a result of Blissfield's failure to pay LaSalle in full all amounts due and owing, together with certain direct, indirect, related and consequential damages.

WHEREFORE, LaSalle requests that it be awarded breach of contract damages against Blissfield, together with all related direct, indirect and consequential damages, attorney fees and costs and any other relief deemed just and appropriate by this Honorable Court.

Jury Damand filed separately.

Dated: March 5, 2024

Respectfully submitted,

MCALPINE P.C.

/s/Mark L. McAlpine
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