



CITY of NOVI CITY COUNCIL

Agenda Item 1
March 28, 2016

SUBJECT: Approval to award a contract for construction services to Cross Renovation for construction of the new Pavilion Shore Park restroom/shelter building in the amount of \$427,777, subject to final review and approval of form of agreement by City Manager's office and the City Attorney.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services Department

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 427,777
AMOUNT BUDGETED	\$ 310,340 in FY 2015-16; \$ 250,000 in FY 2016-17
APPROPRIATION REQUIRED	\$ 230,340 in FY 2015-16; \$ 197,437 in FY 2016-17
LINE ITEM NUMBER	208-691.00-977.086

BACKGROUND INFORMATION:

The City of Novi takes pride in maintaining and encouraging beautiful outdoor spaces for residents and visitors to gather and enjoy. The Pavilion Shore Park was developed in 2013 for public access with future phases to include a pavilion shelter and restroom facilities. It was noted in the October 2014 Parks, Recreation and Cultural Services (PRCS) Capital Needs Assessment that the park was in need of permanent restroom facility. Based on the assessment and resident requests, the project was budgeted in the 2015-16 Capital Improvement Program to have a combined shelter/restroom facility installed.

A request for proposal for the preliminary design, final design, bidding and construction administration phases for the new Pavilion Shore Park restroom/shelter building was sought. The architectural/engineering firm Fishbeck, Thompson, Carr & Huber, Inc. was approved by City Council to complete this portion of the project.

In keeping with the City's desire that the design of the pavilion should be a contemporary structure with some reference to the historical legacy of the previous Walled Lake Casino, FTC&H focused on those aspects of the previous structure that would be deemed "iconic" to the appearance of the building and still aesthetically pleasing to the surroundings. Total estimated construction costs, including materials, labor, surveying, soil borings, bonds, contingencies, etc., was estimated to be \$484,971.

A total of five bids were received and opened on March 15, 2016, following a public bid solicitation period. The lowest bidder is Cross Renovation. Cross Renovation's bid is recommended as being in the best interest of the City, as it is responsive (i.e. Cross Renovation has complied with all requirements of the bidding instructions) and it is the lowest price. A summary of the five bids is as follows:

Company	Q & E	Bid Bond	Addendum	Base Bid
Cross Renovation	Y	Y	N/A	\$427,777.00
The LaSalle Group, Inc.	Y	Y	N/A	\$485,000.00
Construction Solutions, Inc.	Y	Y	N/A	\$485,700.00
WCI Contractors, Inc.	Y	Y	N/A	\$524,600.00
Cedroni Associates, Inc.	Y	Y	N/A	\$572,000.00

Construction of the project will commence this spring with completion anticipated in July 2016. We estimate \$230,340 of the \$427,777 project cost will be from the FY 2015-16 budget, with the remaining \$197,437 project cost coming from the FY 2016-17 budget.

RECOMMENDED ACTION: Approval to award a contract for construction services to Cross Renovation for construction of the new Pavilion Shore Park restroom/shelter building in the amount of \$427,777, subject to final review and approval of form of agreement by City Manager's office and the City Attorney.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

Pavilion Shore Park Restroom/Shelter Building



Program Overview of the Pavilion Shore Park Restroom/Shelter Building

Based upon the RFP as well as the subsequent schematic design review meetings, the program for the shelter currently consists of (1) Men's Toilet room; (1) Women's Toilet room; (1) Janitor closet; (1) Family/Unisex toilet room; as well as a seating area to accommodate approximately (6) four-top tables. The Men's Toilet Room contains (1) urinal and (1) water closet. The Women's Toilet Room contains (2) water closets. The overall size of the pavilion is approximately 50 feet long by 30 feet wide. The height to the top of the clerestory peak is 21 feet.

Design strategy for the aesthetics of the Pavilion Shore Park Restroom/Shelter Building

During the project kickoff meeting between the city of Novi and FTC&H, it was stated that the design of the pavilion should be a contemporary structure with some reference to the historical legacy of the previous Walled Lake Casino. With this strategy in mind, FTC&H explored the historical images of the casino dance hall and focused on those aspects of the previous structure that would be deemed ‘iconic’ to the appearance of the building.

One of the first elements of the casino dance hall that immediately drew the attention of the design team was the profile of the roof line (refer to fig. 1). The strong curve in the roofline is arguably the most prominent aspect of the former casino dance hall’s exterior aesthetic. FTC&H believes this to be a crucial element to the success of



Figure 1: Exterior view of former casino dance hall



Figure 2: Exterior view of former casino dance hall

the new park pavilion aesthetic. When the casino dance hall was rebuilt in the 1920’s, the clerestory element was added to the roofline (fig. 2). This clerestory provided additional architectural detail that helped further define the building’s aesthetic. The current pavilion design also incorporates this clerestory structure, along with the strong curved characteristic of the roof (fig. 4).

In addition to the profile of the original main roof, the design team also noted the smaller curved roof above the original entry (fig. 1). The team utilized this element in the form of an applied graphic element that is located along the west wall of the seating area (fig. 5).



Figure 3: Interior of former casino/dance hall

Within the interior of the former casino dance hall, the team noted the ‘airy’ quality of the open space. The band area appears as a box that is inserted underneath the arched roof rather than a ‘bookend’ to the building (fig. 3). This strategy allowed more light into the interior space. The current pavilion design picks up on this relationship by having the restroom core ‘slide’ underneath the pavilion roof (fig. 5). Similar to the original band area, the separation between the sides of the new pavilion structure and the walls of the new restroom allow additional light into the seating area.

Although the former casino utilized only a small amount of stone within the architecture (fig. 2), the design team chose to utilize stone as a base element for the new pavilion structure as a wainscot to the restroom core. This provides additional architectural detail that further enhances the new pavilion aesthetic. Above the new wainscot, the team incorporated a durable cement board product that recalls the lines of traditional wood siding. Although the exterior walls of the original building appear to have been painted white, the design team recommended the cement board siding be painted an accent color. The

asphalt roof shingles of the new pavilion are anticipated to be of a red tone to recall the roof of the original casino dance hall.



Figure 4: Perspective of proposed pavilion.

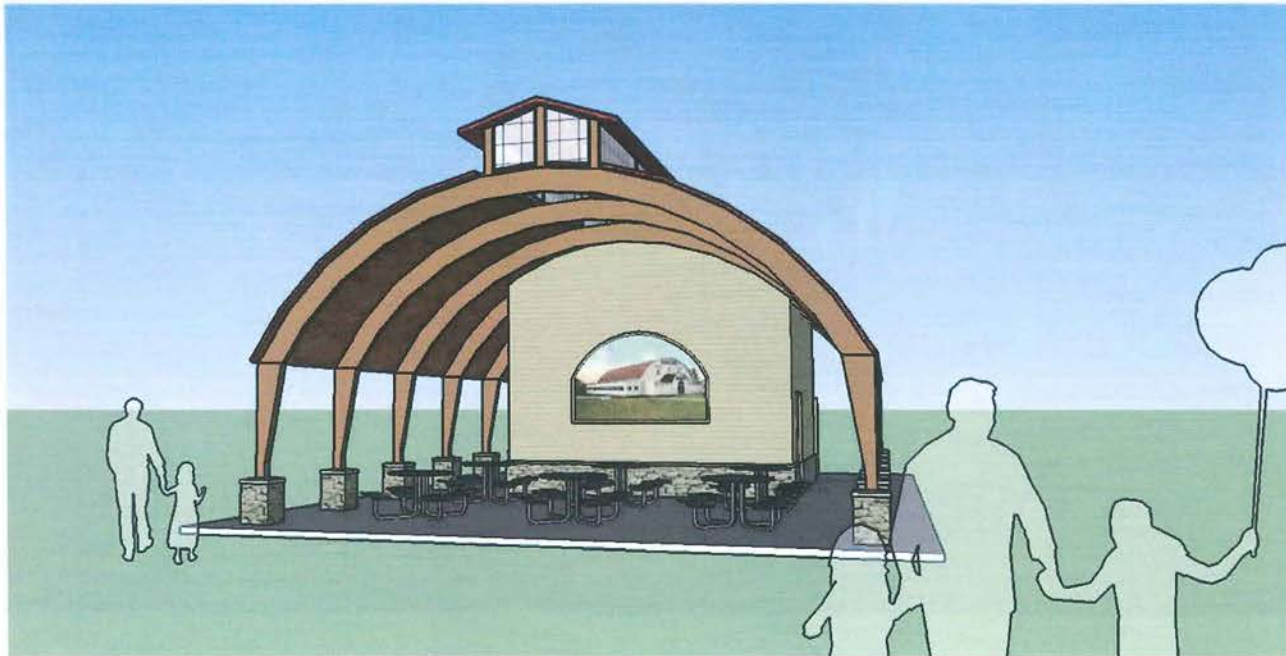
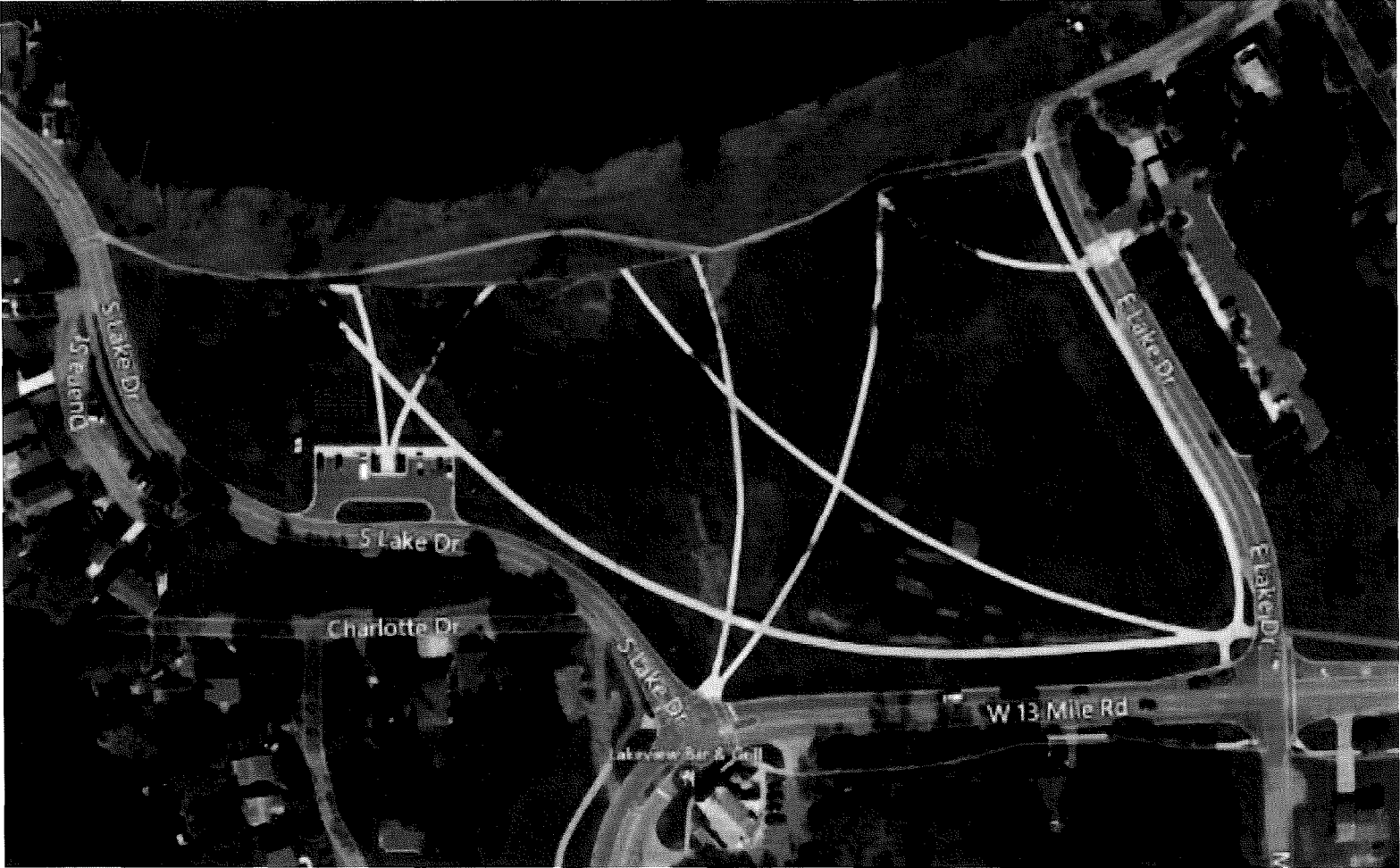
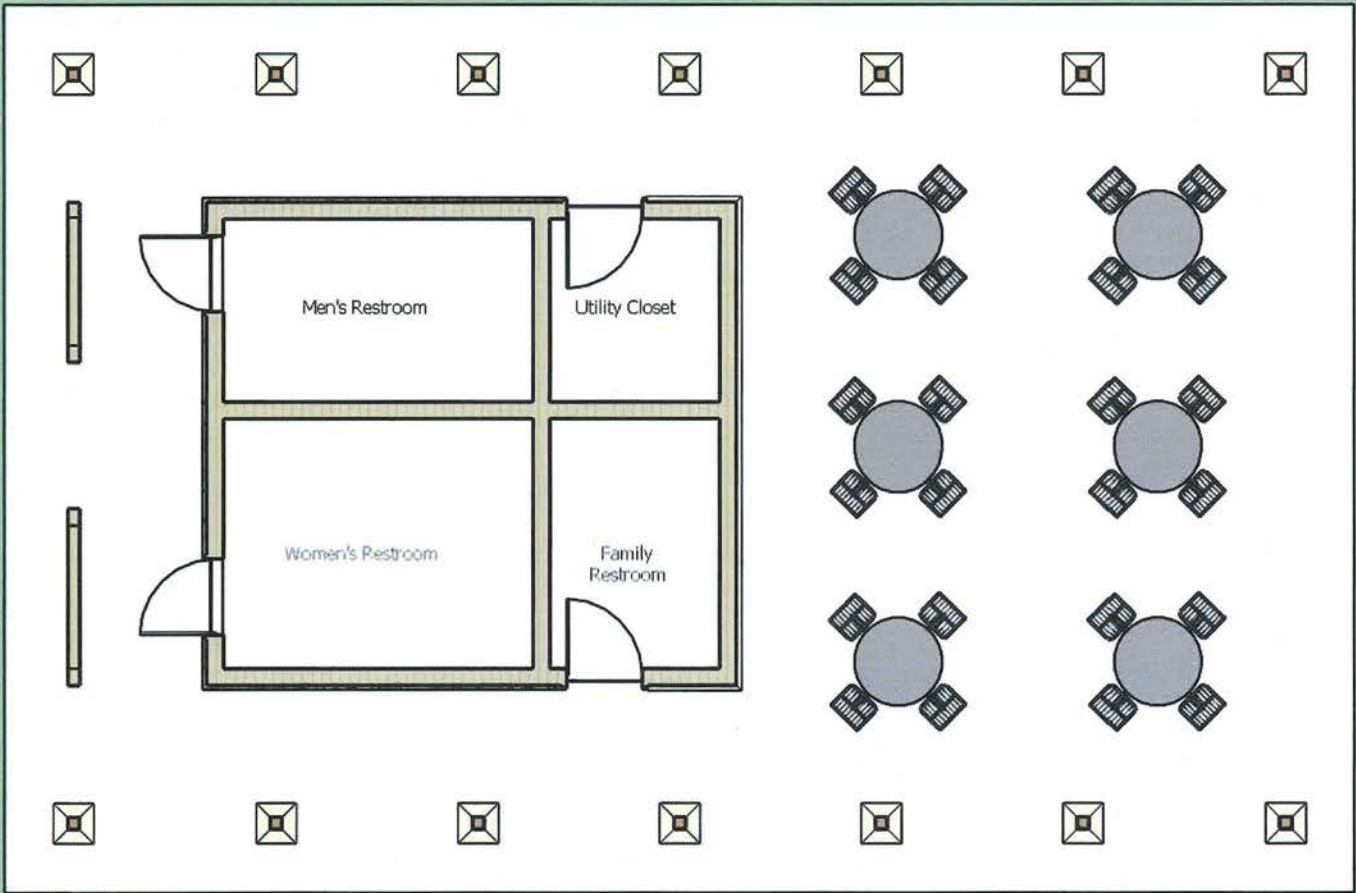


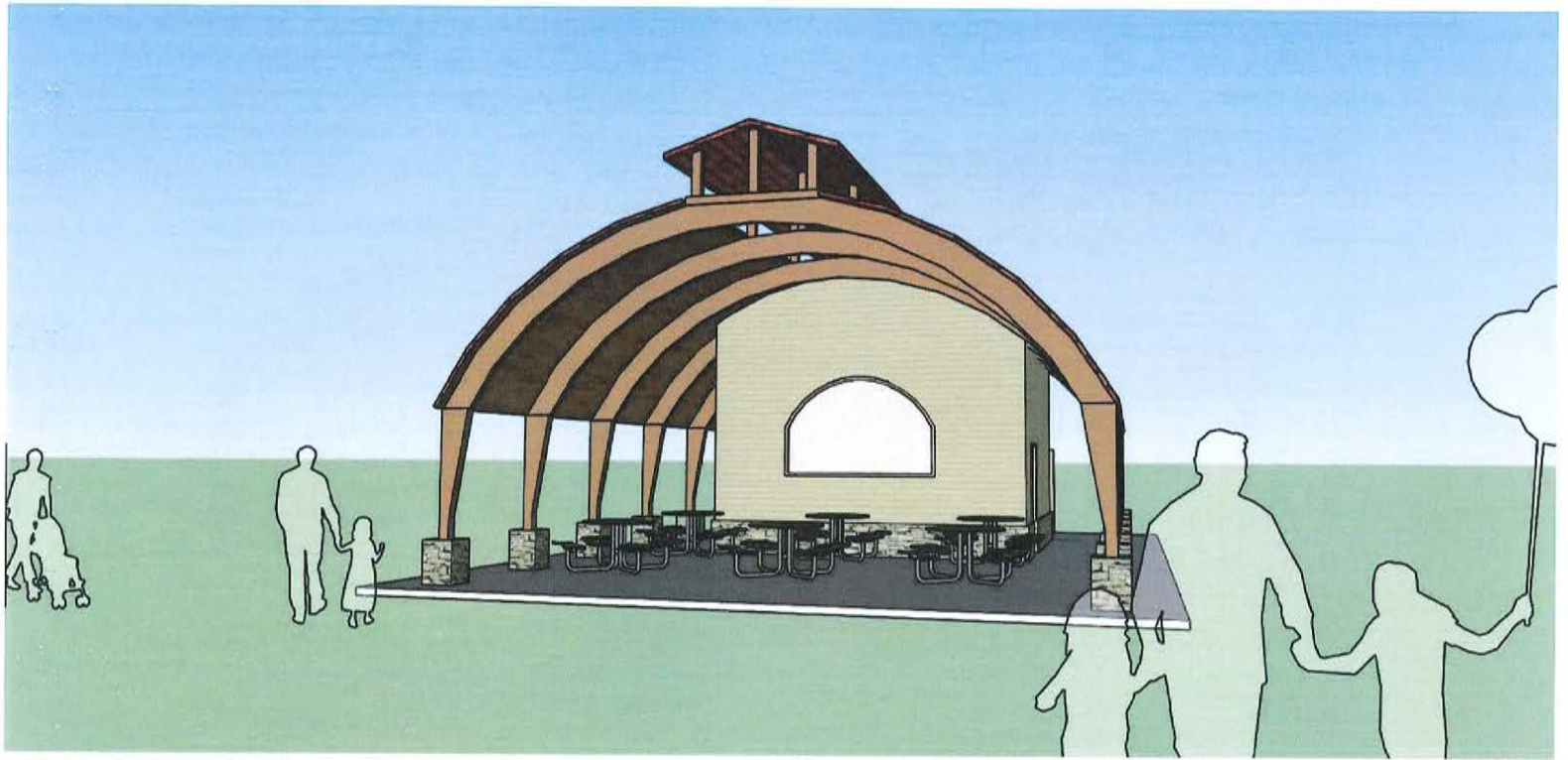
Figure 5: Perspective of seating area within proposed pavilion.

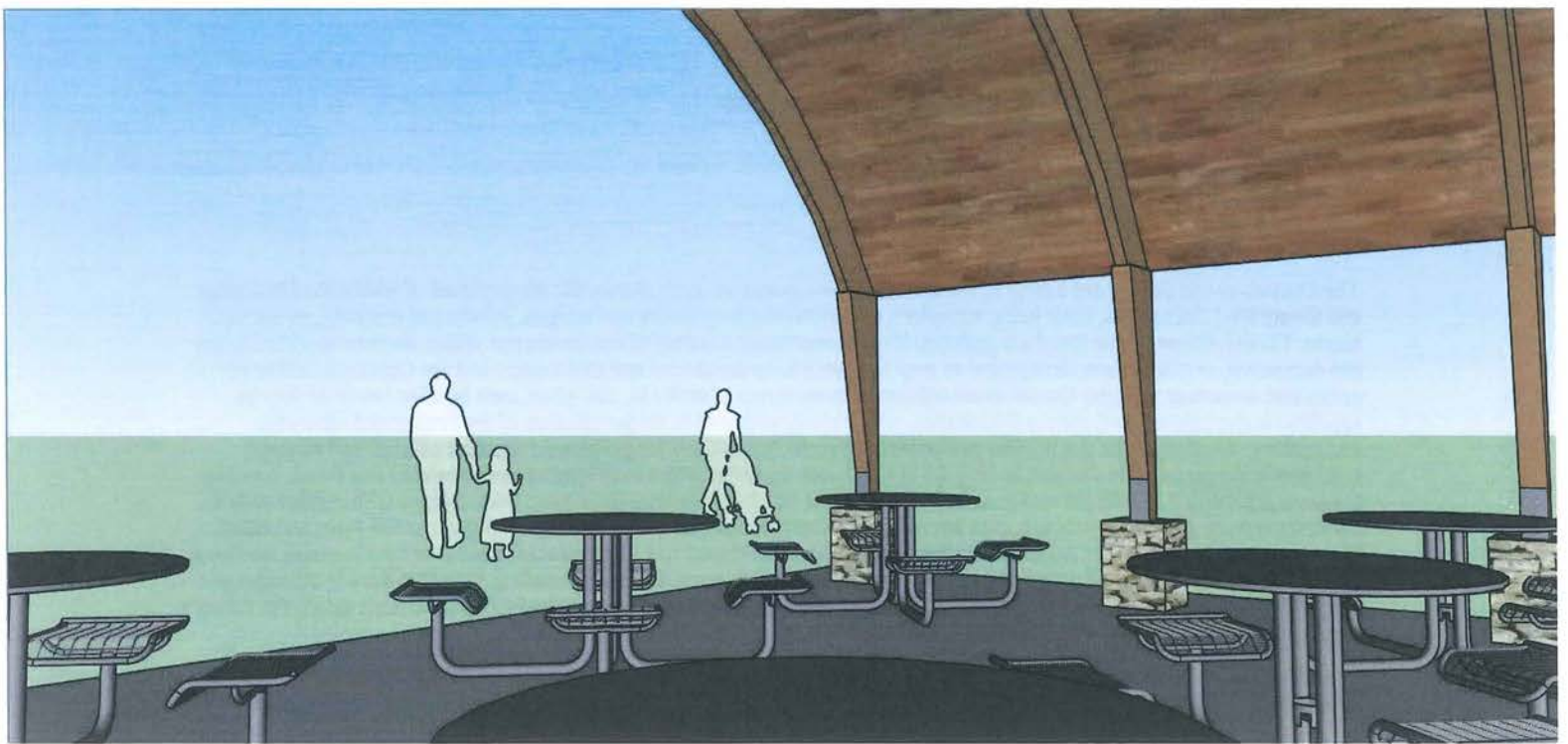












Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

CROSS RENOVATION, INC.
34020 7 Mile Road
Livonia, MI 48152

Bid Bond No. H100406

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln St
WORCESTER, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Novi
45175 Ten Mile Rd
Novi, MI 48375

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

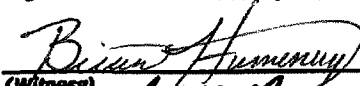
(Name, location or address, and Project number, if any)
Pavillion Shore Park Restroom/Shelter Building


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of March, 2016



(Witness)


(Witness) Karla K. Heffron

CROSS RENOVATION, INC.
(Principal) _____ *(Seal)*
(Title)
The Hanover Insurance Company
(Surety) _____ *(Seal)*

(Title) Robert Downey, Attorney-in-Fact

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Michael J. Douglas, Chris Steinagel, Christopher M. Kemp, Robert Downey and/or Connie Smith

of Hudson, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 20th day of December 2011.



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas

Robert Thomas, Vice President

Joe Brenstrom

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 20th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of March 2016.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

John Margosian

John Margosian, Vice President