



CITY of NOVI CITY COUNCIL

Agenda Item 3
May 6, 2013

SUBJECT: Approval of cost participation agreement with the Road Commission for Oakland County for the rehabilitation of Eight Mile Road (Beck Road to Napier Road) in the estimated amount of \$174,476.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RS* *BTC*

CITY MANAGER APPROVAL: *JM*

EXPENDITURE REQUIRED	\$174,476 (City share of Tri-Party Allocations for 2012 and 2013)
AMOUNT BUDGETED	\$164,284
APPROPRIATION REQUIRED	\$ 10,200 (to be included in next budget amendment)
LINE ITEM NUMBER	204-204.00-865.944

BACKGROUND INFORMATION:

The Road Commission for Oakland County (RCOC) is requesting approval of the attached Cost Participation Agreement for the rehabilitation of Eight Mile Road between Beck Road and Napier Road. The project includes the repair, mill and overlay of the existing road along with a right turn lane for southbound Beck Road at Eight Mile Road, and a passing lane for eastbound Eight Mile Road at Garfield Road. The project also includes a number of non-motorized improvements (as shown on the attached map) including a striped bike lane on both sides of Eight Mile Road between Beck and Napier, a mid-block crossing of Eight Mile near ITC Community Sports Park to facilitate a future regional trail, a mid-block crossing of Eight Mile near Garfield to provide a future non-motorized connection to the Maybury State Park entrance, and pedestrian ramps and signals at all four corners of the intersection of Beck and Eight Mile.

The total cost of the project is estimated to be \$3,015,000, of which \$1,732,500 is funded with Federal grant funds. The remaining \$1,282,500 in project costs will be funded as follows: 1) Tri-Party funds (\$523,428, of which \$174,476 is Novi's share); and 2) RCOC is responsible for \$759,072 (excluding Tri-Party funding).

This project is being combined with Eight Mile Road rehabilitation work between Beck Road and Taft Road in the City of Northville and Northville Township for the purpose of bidding and construction; however, the two projects have different funding sources.

The final plans for the project have been submitted to Michigan Department of Transportation (MDOT) and it is anticipated that the project will be included in the June 2013 bid letting. (MDOT is responsible for administering the project since Federal funds are being used.) RCOC is anticipating that only two of the three miles of the construction will occur in 2013. The most recent schedule provided by RCOC shows that the contractor is expected to complete the section of Eight Mile between Taft and Garfield in 2013 and then complete the section between Garfield and Napier in 2014.

Also this summer, the Wayne County Department of Public Services has scheduled the rehabilitation of Eight Mile Road between Meadowbrook Road and Center Street in Novi and Northville. More information is provided in the attached memo.

The cost participation agreement has been reviewed by Engineering staff and the City Attorney and is recommended for approval.

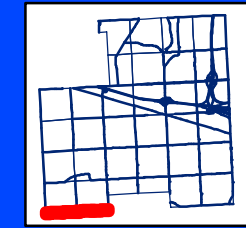
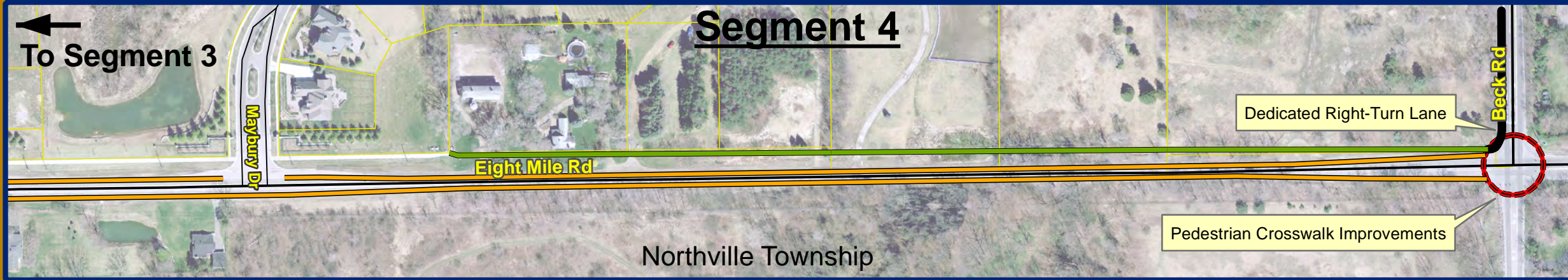
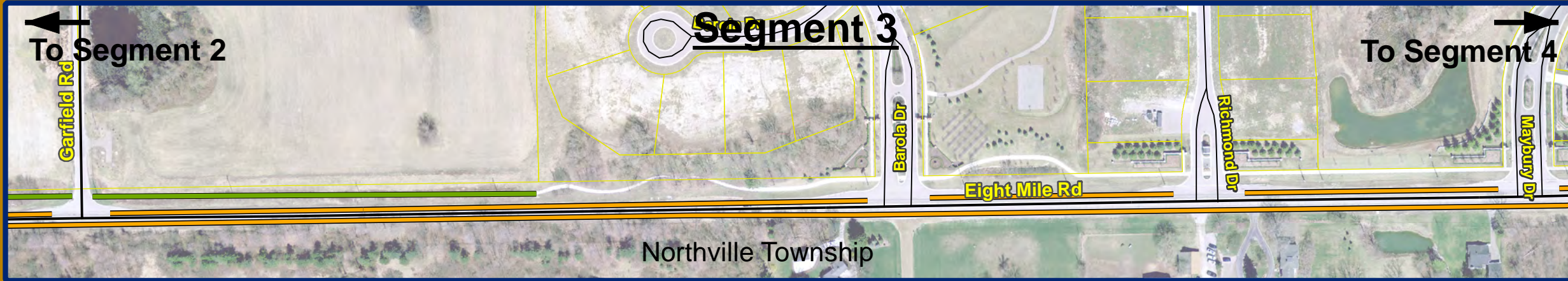
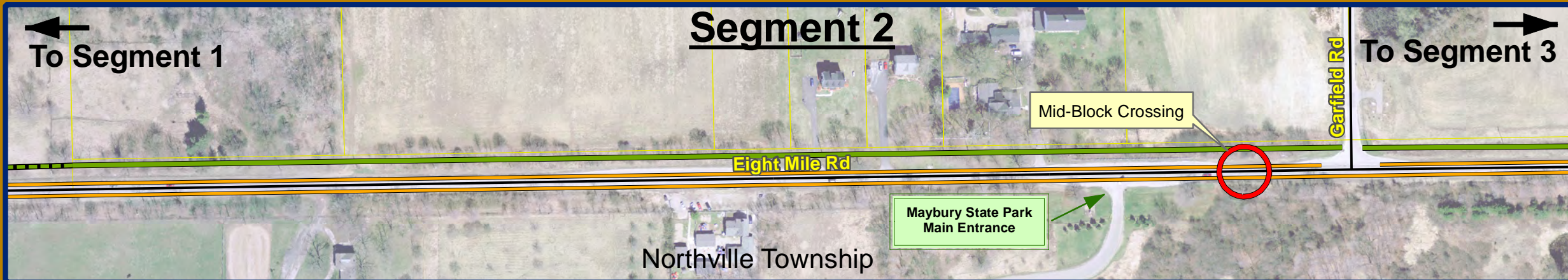
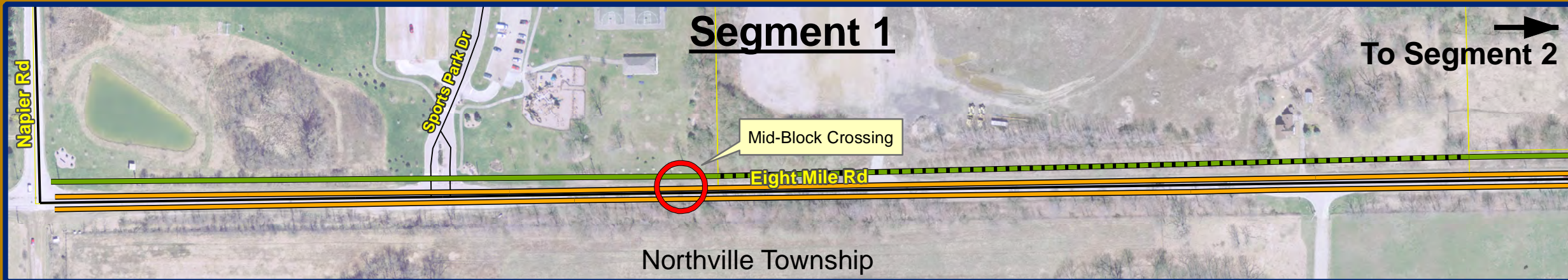
RECOMMENDED ACTION: Approval of cost participation agreement with the Road Commission for Oakland County for the rehabilitation of Eight Mile Road (Beck Road to Napier Road) in the estimated amount of \$174,476.

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

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

Eight Mile Road Rehabilitation Project - Non-Motorized Improvements

Location Map

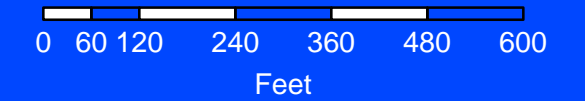


Proposed Non-Motorized Improvements

- Mid-block Crossing (In Design)
- Pedestrian Improvements (In Design)
- 4' Paved Shoulder (In Design)
- Right Turn Lane (In Design)

Future Non-Motorized Improvements

- Future Sidewalk Inside ROW (Not In Design)
- Future Sidewalk Outside ROW (Not In design)



1 inch = 240 feet



City of Novi
 Engineering Division
 Department of Public Services
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org

Map Author: A. Wayne
 Date: 03/14/2013
 Project: Eight Mile Road (Beck to Napier)
 Version #: 1.2

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

April 11, 2013

Brian Coburn, Engineering Manager
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: **Cost Participation Agreement – 8 Mile Road, Napier to Beck Road**

Dear Mr. Coburn:

We have received and reviewed the Cost Participation Agreement prepared by the Board of County Road Commissioners (Board) for the resurfacing of 8 Mile Road from Napier Road to 300 feet east of Beck Road.

As set forth in Exhibit A, the total project cost is expected to be \$3,015,000.00. Over ½ of the total project cost (\$1,732,500.00) is being funded with federal dollars from the federal Surface Transportation Program. The remaining \$1,282,500.00 will be funded with local funds, with \$759,072.00 being funded by the Board, and \$523,428 being funded by Tri-Party Program. The Tri-Party Program funding is to be equally shared by the City of Novi, Oakland County, and the Board. Any excess amounts will be paid by the Board.

The Agreement is provided for the limited purpose of setting forth how the project costs will be divided between the named parties. Specifics relating to the award and contracting of the project are not included in this Agreement. It is our understanding that the project will be awarded and administered by the Board.

Based on the limited purpose and scope of the contract, we see no legal impediment to entering into the Agreement with the Board.

If you have any questions regarding the above, please do not hesitate to contact me.

Brian Coburn, Engineering Manager
April 11, 2013
Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

C: Maryanne Cornelius, Clerk (w/Enclosure)
Rob Hayes, DPS Director (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

COST PARTICIPATION AGREEMENT

CONSTRUCTION

8 Mile Road

Napier Road to Beck Road

City of Novi

Board Project No. 51711

This Agreement, made and entered into this ____ day of _____, 2013, by and between the Board of Road Commissioners for the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Novi, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the resurfacing of 8 Mile Road from Napier Road to 300 feet east of Beck Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$3,015,000; and

WHEREAS, the BOARD will enter into a contract with MDOT for partial funding of the PROJECT with federal program dollars under the Surface Transportation Program in the amount of \$1,732,500; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, the COMMUNITY'S share of said LOCAL MATCH involves certain designated and approved Tri-Party Program funding in the amount of \$523,428, which shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL MATCH and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor.
3. The estimated total LOCAL MATCH is \$1,282,500 and shall be funded in the following order:
 - a. Tri-Party Program funding in the amount of \$523,428.
 - b. The BOARD shall contribute \$759,072 toward the LOCAL MATCH.
 - c. Any PROJECT costs above the Tri-Party Program funding of \$523,428 and the BOARD contribution of \$759,072 will be funded 100% by the BOARD.
4. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$174,476 (being 100% of the COMMUNITY'S Tri-Party contribution).
5. Upon execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$174,476 (being 100% of the COUNTY'S Tri-Party contribution).

- a. The invoice shall be sent to:

Mr. Tim Soave, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

7. The total actual LOCAL MATCH will be determined from the records of the BOARD upon completion of State financial audits of the PROJECT and a final determination of the total federal funds used on the PROJECT. Final adjustments in the financial obligations of the parties hereto will be made upon completion of the required audits.
8. Upon receipt of said invoice(s), the COMMUNITY and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS FOR THE
COUNTY OF OAKLAND
A Public Body Corporate

By _____

Its _____

CITY OF NOVI

By _____

Its _____

By _____

Its _____

EXHIBIT A

TRI-PARTY PROGRAM

8 Mile Road

Napier Road to 300' east of Beck Road

City of Novi

Board Project No. 51711

Resurfacing of 8 Mile Road from Napier Road to 300 feet east of Beck Road.

ESTIMATED PROJECT COST

Contractor Payments	\$3,015,000
Less Federal Funds	<u>\$1,732,500</u>
Total Estimated Local Share	<u><u>\$1,282,500</u></u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	COUNTY	BOARD	TOTAL
FY12 Tri-Party Program	\$52,098	\$52,098	\$52,097	\$156,293
FY12 Add'l Tri-Party Program	\$68,479	\$68,479	\$68,480	\$205,438
FY13 Tri-Party Program	\$53,899	\$53,899	\$53,899	\$161,697
Contribution	\$0	\$0	\$759,072	\$759,072
TOTAL SHARES	\$174,476	\$174,476	\$933,548	\$1,282,500



MEMORANDUM

TO: ROB HAYES, P.E; DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER
FROM: BRIAN COBURN, P.E.; ENGINEERING MANAGER *BC*
AARON STAUP, CONSTRUCTION ENGINEERING COORDINATOR *AS*
SUBJECT: EIGHT MILE ROAD CONSTRUCTION PROJECTS—2013
DATE: FEBRUARY 20, 2012

2/20/13
To: Mayor and City
Council members
FYI on Eight Mile
projects forthcoming.
Clay

There are two projects scheduled for the 2013 construction season for Eight Mile Road by two different road agencies.

Eight Mile Road (Taft Road to Napier Road) – Road Commission for Oakland County

We have provided information previously about the Road Commission for Oakland County's project to rehabilitate three miles of Eight Mile Road between Taft and Beck in the City of Northville and between Beck and Napier Road along Novi's south border. The project is planned to include bike lanes, additional turn lanes, mid-block pedestrian crossings near Garfield Road and ITC Community Sports Park, and pedestrian improvements at the Beck Road/Eight Mile Road intersection. The City of Novi is participating in the cost of the project using Tri-Party funds.

Tentatively, the Road Commission for Oakland County expects to open bids for this project sometime in late June or early July of 2013. If construction begins by August, it is hopeful the project will be completed by the end of September 2013. The schedule is dependent on the acquisition of easements, including an easement at the northwest corner of Beck Road and Eight Mile Road for the Beck Road right turn lane. Two-way traffic will be maintained throughout the construction period with no proposed detours.

Eight Mile Road (Center Street to Meadowbrook Road) – Wayne County

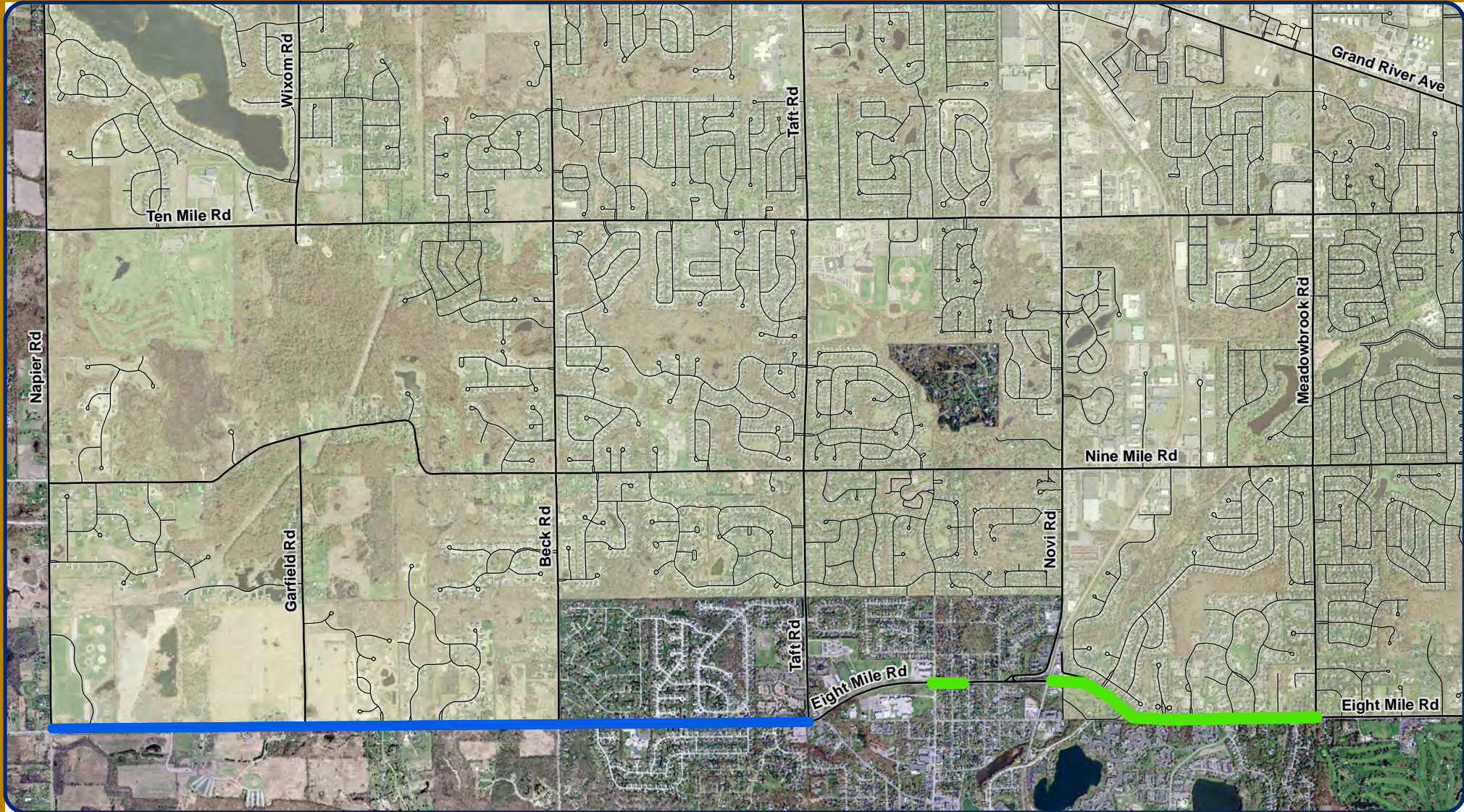
We recently became aware of another project by Wayne County for the portion of Eight Mile Road (called Baseline Road in Wayne County) between Center Street and Meadowbrook Road. Wayne County is proposing to mostly repair joints along 1.6 miles of the concrete section of Eight Mile Road to remove the spalling joints that have large, hazardous pot holes. The existing asphalt intersection of Center Street and Eight Mile Road in the City of Northville will be fully reconstructed to include some minor turn lane widening. This intersection will be replaced in two stages with new asphalt pavement. The first stage will constitute a closure of Center Street, south of 8 Mile Road. Traffic is expected to detour east to Griswold, then to Main Street, and back to Center Street.

Wayne County's Department of Public Services plans to bid the project in June 2013 with construction starting around the beginning of July and project completion anticipated by September 2013.

cc: Matt Wiktorowski, Field Operations Senior Manager
Scott Roselle, Water & Sewer Asset Manager

2013 Eight Mile Road Construction

Location Map






Map Author: Coburn
 Date: 2/20/13
 Project:
 Version #:

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

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Map Legend

-  Wayne County Eight Mile Project
-  RCOC Eight Mile Project
-  City of Novi Boundary



City of Novi
 Department of Public Services
 Engineering Division
 26300 Lee BeGole Drive
 Novi, MI 48375
cityofnovi.org

1 inch = 2,917 feet