

cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item 2**  
**October 20, 2008**

**SUBJECT:** Approval of Resolution authorizing cost participation in the Michigan Department of Transportation's 2009 state trunkline projects in the City of Novi, and approval of local cost share contract with MDOT in the amount of \$432,400.

**SUBMITTING DEPARTMENT:** Engineering *RA*

**CITY MANAGER APPROVAL:** *AWA for CSP*

<b>EXPENDITURE REQUIRED</b>	<b>\$432,400</b>
<b>AMOUNT BUDGETED</b>	<b>\$0</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$432,400 (to be budgeted in FY09/10)</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-865.899 (Municipal Street Fund)</b>

**BACKGROUND INFORMATION:**

The Michigan Department of Transportation (MDOT) will have an aggressive construction program in the City of Novi in 2009. MDOT's Novi projects are:

1. Rehabilitation by patching and repaving eastbound and westbound I-96/I-696 from Novi Road to Haggerty Road.
2. Replacement of eastbound and westbound I-96 bridges over CSX Railroad right-of-way, including bridge approach work to alleviate a sight distance problem on I-96.
3. Rehabilitation of Novi Road and Meadowbrook Road bridges over eastbound and westbound I-96. The Novi Road Bridge will be retrofitted with new railing, and the Meadowbrook Road bridge will have piers reconstructed and receive new concrete decking.
4. Replacement of M-5 bridge over eastbound I-696.
5. Reconstruction of on-ramps from northbound and southbound Novi Road to eastbound I-96, and off-ramp from eastbound I-96 to Novi Road.
6. Construction of new auxiliary lane on westbound I-96 from M-5 to Novi Road to help mitigate congestion in the I-96/696/275/M5 convergence area.

Act 51 requires that cities participate with MDOT in the cost of state trunkline projects. Novi's cost share for the 2009 projects totals \$432,400, which represents roughly 1.15% of the overall \$37,625,600 value of construction (Rob Hayes' October 7, 2008 e-mail message and cost table, attached).

The City Attorney has reviewed the attached local cost share contract and finds that it is sufficient for the purpose of assigning estimated project costs between the city and MDOT (Beth Kudla's October 10, 2008 letter, attached).

**RECOMMENDED ACTION:** Approval of Resolution authorizing cost participation in the Michigan Department of Transportation's 2009 state trunkline projects in the City of Novi, and approval of local cost share contract with MDOT in the amount of \$432,400.

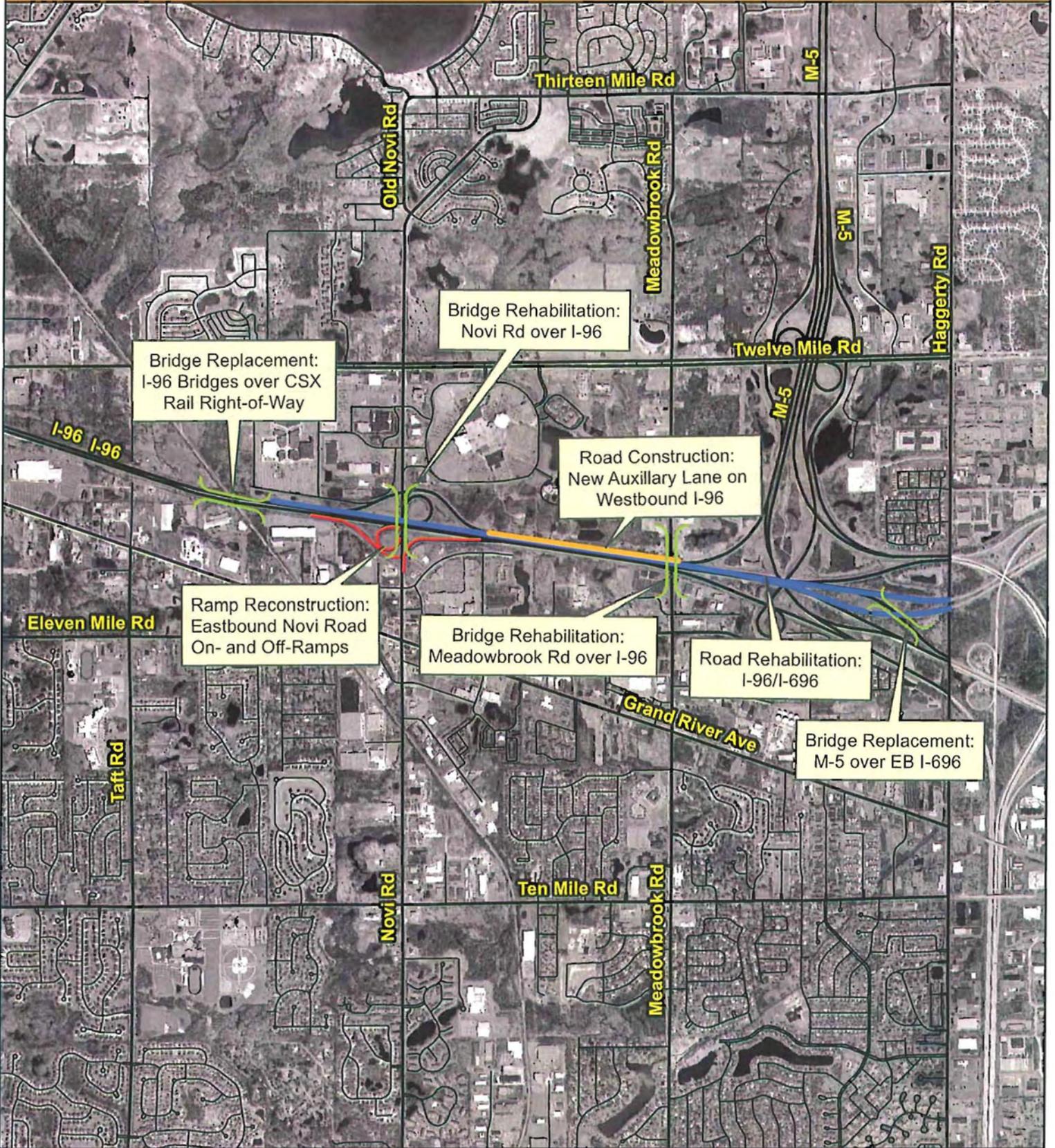
	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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



# 2009 STATE TRUNKLINE PROJECTS

Within the City of Novi



### CITY OF NOVI

ENGINEERING DEPARTMENT  
 45175 W. Ten Mile Road  
 Novi, MI 48375-3024  
 (248) 347-0454  
 MAP AUTHOR: Rob Hayes

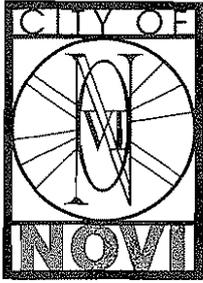


1 INCH = 2,581 FEET

MAP PRINT DATE: 10/13/08

### 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.



**RESOLUTION OF PARTICIPATION  
2009 STATE TRUNKLINE PROJECTS**

**CITY COUNCIL**

Mayor  
David B. Landry

Mayor Pro Tem  
Kim Capello

Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

City Manager  
Clay J. Pearson

City Clerk  
Maryanne Cornelius

**WHEREAS,** Public Act 51 of 1951 requires that cities participate with the Michigan Department of Transportation (MDOT) in the cost of state trunkline projects within their corporate limits; and,

**WHEREAS,** MDOT has programmed seven road improvement projects within the corporate limits of the City of Novi to be completed in 2009; and,

**WHEREAS,** The City of Novi's cost participation amount is estimated to be \$432,400 of the \$37,625,600 total estimated value of construction; and,

**WHEREAS,** the Mayor of the City of Novi is authorized to sign the local cost participation contract between MDOT and the City of Novi.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Novi authorize participation in 2009 state trunkline projects within the City of Novi.

**CERTIFICATION**

I, Maryanne Cornelius, duly appointed Clerk of the City of Novi, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a Regular meeting held this 20th day of October, 2008.

---

Maryanne Cornelius  
City Clerk



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

CITY OF NOVI  
CLERK'S OFFICE

KIRK T. STEUDLE  
DIRECTOR

October 2, 2008

2008 OCT -6 P 2:23

Ms. Maryanne Cornelius, Clerk  
City of Novi  
45175 W Ten Mile Road  
Novi, MI 48375-3024

Dear Ms. Cornelius:

RE: MDOT Contract No.: 08-5312  
Control Section: IM 63101; BHI 63022; IM-63191; IM 63022; STH 36022  
Job Number: 47171; 59291; 79790; 81109; 81379; 84561; 88947

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

PLEASE DO NOT DATE THE CONTRACTS. MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.

Secure the necessary signatures on all contracts.

Include two (2) certified resolutions. The resolution should specifically name the officials who are authorized to sign the contracts.

Return all copies of the contracts to my attention of the Department's Design Division, 2<sup>nd</sup> floor for MDOT execution.

**In order to ensure that the work and payment for this project is not delayed, the agreement needs to be returned within 35 days from the date of this letter.**

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 241-0969.

Sincerely,

Vanessa Skym  
Contract Processing  
Design Support Area

Enclosure

ACT 51  
FEDERAL AID  
PROGRESS PAYMENT

DAB  
Control Section IM 63101; BHI 63022; IM 63191;  
M 63191; IM 63022; STH 63022  
Job Number 47171A; 47171C; 59291A;  
59291D; 79790A; 79790C;  
81109A; 81109C; 81379A;  
81379C; 84561A; 84561C;  
88947A; 88947D  
Federal Project IM 0863(090); IM 0663(360)  
IM 0863(083); IM 0563(014)  
BHI 0863(087); BHI 0663(356);  
IM 0863(088);  
IM 0863(092); IM 0563(018)  
STP 0863(091); STP 0663(362);  
IM 0863(089); IM 0763(011)  
Federal Item KK 2001; KK 1524; KK 1995;  
KK 1398; RR 6547; RR 5083;  
KK 1999; KK 2008; KK 1404;  
KK 2007; KK 1526; KK 2000;  
KK 1620  
Contract 08-5312

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

PART A—Job #47171 - FEDERAL, STATE, & LOCAL PARTICIPATION

Pavement patching and asphalt overlay work on the connector between eastbound Highway I-96 to eastbound Highway I-696 and on the connector between westbound Highway I-696 to westbound Highway I-96 including portions of Highway I-96 and adjacent ramps, all between Novi and Haggerty Roads; together with necessary related work, located within the corporate limits of the CITY; and

PART B--Job #59291 - FEDERAL, STATE, & LOCAL PARTICIPATION

Bridge replacement work on Structure S01 of 63101 which carries Highway M-5 over eastbound Highway I-96; together with necessary related work, located within the corporate limits of the CITY; and

PART C - Job #79790 - FEDERAL, STATE, & LOCAL PARTICIPATION

Railing replacement on Structure S07 of 63022 which carries Novi Road over Highway I-96; together with necessary related work, located within the corporate limits of the CITY; and

PART D - Job #81109 - FEDERAL, STATE, & LOCAL PARTICIPATION

Deep concrete overly work and pier replacement on Structure S01 of 63191 which carries Meadowbrook Road over Highway I-96; together with necessary related work, located within the corporate limits of the CITY; and

PART E - Job #81379 - FEDERAL, STATE, & LOCAL PARTICIPATION

Reconstruction work on ramps at the interchange of Highway I-96 and Novi Road; together with necessary related work, located within the corporate limits of the CITY; and

PART F - Job #84561 - FEDERAL, STATE, & LOCAL PARTICIPATION

Construction of an auxiliary lane on westbound Highway I-96 from Highway M-5 to Novi Road; together with necessary related work, located within the corporate limits of the CITY; and

PART G - Job #88947 - FEDERAL, STATE, & LOCAL PARTICIPATION

Removal and replacement of Structures R02-3 and R02-4 of 63022 which carry eastbound and westbound Highway I-96 over the CSX Railroad west of Novi Road including approach work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	\$12,334,500
PART B	\$ 3,067,400
PART C	\$ 370,500
PART D	\$ 787,400
PART E	\$ 2,323,100
PART F	\$ 684,300
PART G	<u>\$18,058,400</u>
TOTAL	\$37,625,600

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

	<u>PARTS A - G</u>
DEPARTMENT -	88.75%
CITY -	11.25%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL AID</u>	<u>BALANCE AFTER FEDERAL AID</u>	<u>DEPT'S SHARE</u>	<u>CITY'S SHARE</u>
PART A -					
Constr. & CE	\$11,611,500	\$10,450,400	\$1,161,100	\$1,030,500	\$130,600
PART A - PE	\$ 723,000	\$ 650,700	\$ 72,300	\$ 64,200	\$ 8,100
PART B -					
Constr. & CE	\$ 2,876,800	\$ 2,589,100	\$ 287,700	\$ 255,300	\$ 32,400
PART B - PE	\$ 190,600	\$ 171,600	\$ 19,000	\$ 16,900	\$ 2,100
PART C -					
Constr. & CE	\$ 344,800	\$ 275,800	\$ 69,000	\$ 61,200	\$ 7,800
PART C - PE	\$ 25,700	\$ 20,500	\$ 5,200	\$ 4,600	\$ 600
PART D -					
Constr. & CE	\$ 738,300	\$ 664,500	\$ 73,800	\$ 65,500	\$ 8,300
PART D - PE	\$ 49,100	\$ 0	\$ 49,100	\$ 43,600	\$ 5,500
PART E -					
Constr. & CE	\$ 2,288,200	\$ 2,059,400	\$ 228,800	\$ 203,100	\$ 25,700
PART E - PE	\$ 34,900	\$ 31,400	\$ 3,500	\$ 3,100	\$ 400
PART F -					
Constr. & CE	\$ 622,700	\$ 560,400	\$ 62,300	\$ 55,300	\$ 7,000
PART F - PE	\$ 61,600	\$ 55,400	\$ 6,200	\$ 5,500	\$ 700
PART G -					
Constr. & CE	\$17,589,600	\$15,830,600	\$1,759,000	\$1,561,100	\$197,900
PART G - PE	<u>\$ 468,800</u>	<u>\$ 421,900</u>	<u>\$ 46,900</u>	<u>\$ 41,600</u>	<u>\$ 5,300</u>
TOTAL	\$37,625,600	\$33,781,700	\$3,843,900	\$3,411,500	\$432,400

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a biweekly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No biweekly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF NOVI

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

FORM APPROVED  
10/1/08  
*[Signature]*  
ASSISTANT  
ATTORNEY  
GENERAL



APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Pearson, Clay

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From: Hayes, Rob  
Sent: Tuesday, October 07, 2008 11:08 AM  
To: Pearson, Clay; Smith-Roy, Kathy  
Cc: Coburn, Brian  
Subject: 2009 MDOT Projects - Local Cost Share Agreement

Attachments: 20081006142903355.pdf; I-96 MDOT Projects.xls



200810061429 I-96 MDOT  
55.pdf (710 K)jects.xls (23 K)

Clay & Kathy:

We received this MDOT local share agreement yesterday. It lists all 7 projects that will be let this spring and constructed in the summer/fall 2009. I've attached a spreadsheet that shows our overall contribution will be \$34,600 less than what I originally estimated (and listed in the CIP). It would have been a lot less had project G (I-96/CSX bridges) not escalated from a rehab job to a complete bridge replacement project (cost estimate went from \$4.8M to \$1.8M).

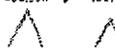
We will place this agreement on the 10/20 agenda for Council's approval. \*

- Rob

10/8/08  
To: Mayor and City  
Council Members

PTI as for the agenda for  
consideration  
*[Signature]*

PROJECT	MDOT JOB #	CATEGORY	TYPE	FROM	TO	BID DATE	CONSTR YR	PROJECT COST	PROJECT COST -	LOCAL COST -	LOCAL COST -	LOCAL COST	LOCAL COST	Notes
								ESTIMATED IN CIP	ACTUAL FROM MDOT	ESTIMATED IN CIP	ACTUAL PER MDOT	% ESTIMATED IN CIP	% PER MDOT	
A	47171	Road	Rehab	Novi Rd	Haggerty	Feb-09	2009	\$13,975,000	\$12,334,500	\$ 195,650	\$ 138,700	1.40%	1.12%	ASPC Pavement Rehab 15% in flow 41% in PM 33
B	58291	Bridge	Rehab	M5	N/A	Feb-09	2009	\$1,154,000	\$1,067,400	\$ 27,855	\$ 34,500	2.50%	1.12%	M5 Bridge Rehabilitation over EB 694 15% in flow 45% in PM 33
C	72750	Bridge	Rehab	Novi Rd	N/A	Feb-09	2009	\$728,000	\$370,500	\$ -	\$ 8,400	0.00%	3.27%	Novi Rd Bridge Raising Replacement
D	81109	Bridge	Rehab	Wendonbrook	N/A	Feb-09	2009	\$1,080,000	\$787,400	\$ 27,200	\$ 19,800	2.50%	1.75%	Concrete Overlay With Steel Replacement on IER Bridge
E	81379	Ramps	Reconstruct	Novi Rd	N/A	Feb-09	2009	\$3,019,000	\$2,323,100	\$ 75,475	\$ 26,100	2.50%	1.12%	EB, EB West Road on ramps to EB 195 Reconstruction
F	84561	Road	New Construction	M5	Novi Rd	Feb-09	2009	\$712,240	\$884,300	\$ 17,655	\$ 7,700	2.50%	1.13%	Revised to accommodate (with) existing 32' x 16' Expanded from Rehab to Replacement of EB 27th CSX RR bridges
G	86947	Bridge	Reconstruct	CSX Tracks	N/A	Feb-09	2009	\$4,040,000	\$18,058,400	\$ 120,000	\$ 203,200	2.54%	1.13%	
TOTALS:								\$ 24,476,841	\$ 37,528,600	\$ 485,906	\$ 432,400	1.83%	1.15%	



Source: Spinal Column Newsweekly

## **MDOT budget includes funds for lakes area work**

by Leslie Shepard-Owsley

October 08, 2008

Gov. Jennifer Granholm recently signed the Michigan Department of Transportation (MDOT) budget for the 2009 fiscal year, which has appropriated \$30 million toward Oakland County road projects during the next 12 months.

The majority of the funding, approximately 80 percent, will be allocated to pavement and bridge repairs along the I-96/I-696 corridor from east of Beck Road at the Wixom/Novi border to the I-696 Orchard Lake Road exit.

Two other lakes area projects are slated to begin work during the 2009 fiscal year. At the Wixom/Novi border, MDOT will be reconstructing a car pool parking lot in the northeast quadrant of the I-96/Beck Road interchange. The project scope includes the expansion and resurfacing of a new parking facility complete with new lighting.

The other project will impact Waterford Township. MDOT will be constructing a right-turn lane on southbound Dixie Highway at Telegraph Road.

According to Rob Morosi, a spokesperson for MDOT, the Waterford improvement project is a safety issue designated as a priority.

"Constructing a right-turn lane will remove the traffic from the through traffic lane so it's safer, and it will mitigate congestion," he said.

The project also includes repaving the intersection.

Both the car pool lot at the Wixom/Novi border and the Dixie Highway/Telegraph Road turn lane project will cost between \$850,000 and \$900,000.

The transportation budget supports state and local highway programs, public transportation programs, aeronautics programs, and administration of MDOT. Approximately two-thirds of the budget is from constitutionally-restricted state revenue sources — primarily motor fuel taxes and vehicle registrations — which is credited to the Michigan Transportation Fund (MTF) for distribution to other state transportation funds and programs, and to local road agencies, in accordance with Public 51 of 1951. Approximately one-third of the budget is federal revenue.

October 10, 2008

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Brian Coburn, Civil Engineer  
CITY OF NOVI  
45175 West Ten Mile Road  
Novi, Michigan 48375-3024

**Re: MDOT Contract  
Cost Sharing Agreement  
Our File No. 55142.NOV**

Dear Mr. Coburn:

We have received and reviewed the proposed contract between the City and MDOT for construction and repair of several sections of road right-of-way including but not limited to portions of I-96, I-696, Novi Road over I-96, Meadowbrook Road over I-96, ramps to and from I-96, and portions of M-5. The project will be funded by contributions from the federal government, the State of Michigan and the City of Novi. Based on the project cost estimates contained in the contract, the federal government will be providing the largest portion of the funds for the project at approximately 90% of the total cost. The State and the City will share the remaining 10% of the cost, with the State providing nearly 90% of the remaining cost.

It appears that the primary purpose of the Contract is to set forth the assignment of the estimated project costs, and to provide the City with terms of payment to be made to the State. The federal government is not a party to the contract.

Certain portions of the project will be completed within City right of way, for which the City will assume maintenance obligations subsequent to completion of the contract.

Liability of the parties under the contract remains that liability generally provided pursuant to state law regarding Governmental Liability for Negligence provisions set forth in MCL 691.1401, et seq.

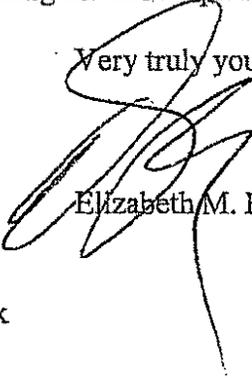
The Contract is not for the purpose of (1) setting forth project specifications and requirement, or (2) designating specific contractors, which it appears will be done pursuant to potentially several different subsequent contract.

Brian Coburn, Civil Engineer  
October 10, 2008  
Page 2

The Contract provided is sufficient for the purpose of assigning estimated project costs between the parties.

If you have any questions regarding the above, please call me.

Very truly yours,



Elizabeth M. Kudla

EMK

C: Maryanne Cornelius, City Clerk  
Rob Hayes, City Engineer  
Thomas R. Schultz, Esquire

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