CITY of NOVI CITY COUNCIL

SUBJECT: Adoption of Resolution authorizing cost participation in the Michigan Department of Transportation's (MDOT) I-96/l-275 Repaving project between 8 Mile Road and the I-96/l-696/M-5 interchange, and approval of a cost share agreement with MDOT, as required under Public Act 51 of 1951, in the amount of $\$ 157,400$.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division B/C C 74 CITY MANAGER APPROVAL:

| EXPENDITURE REQUIRED | $\$ 157,400$ |
| :--- | :--- |
| AMOUNT BUDGETED | $\$ 157,400$ |
| LINE ITEM NUMBER | $204-204.00-865.440$ |

## BACKGROUND INFORMATION:

The Michigan Department of Transportation (MDOT) is planning to rehabilitate and repave sections of I-275 between the I-96/I-696/M-5 interchange in Novi and the M-14/I-96 interchange in Livonia. The project will include the removal and replacement of pavement on $\mathrm{l}-275$, mill and overlay of a portion of $\mathrm{M}-5$, and capital preventative maintenance on several bridges, including Meadowbrook Road and Haggerty Road in Novi. Additionally, MDOT is proposing roadway patching along l-696 from Novi to Telegraph Road in Southfield. The attached presentation and FAQ provides additional information from MDOT regarding the project.

The cost for the whole project described above is more than $\$ 100$ million. The portion of the project within the City of Novi is estimated to be $\$ 6,940,000$, with federal funds covering $80 \%$ of this amount. The remaining cost for the portion of the project within the City of Novi is to be split amongst MDOT and the City. This cost sharing is required under MCL 247.651 c (attached) which requires cities with a population of 50,000 or more to pay $12.5 \%$ of the state's cost for the project. The City of Livonia and City of Farmington Hills will also" be allocated a portion of the project costs in a similar manner for the portions of the project that are within their corporate boundaries. (For comparison, the cost participation required for the City of Farmington Hills is approximately $\$ 779,000$.)

MDOT plans to begin work this spring with the closure of southbound l-275. By mid-summer MDOT anticipates that southbound l-275 can be reopened once northbound l-275 is closed. More detail on the closures is attached for reference. The official detour route will be I-696 to M-10 to M-39 to I-96 back to I-275 for the southbound closure of I-275, however much of that traffic is anticipated to use surface streets in Novi, Farmington Hills and Livonia. Staff will monitor traffic on local streets during the closures and work with the Road Commission for Oakland County to adjust signal timing as needed. In addition, the City of Novi administratively approved MDOT's request to work 24 hours a day, 7 days a week in order to complete the work in one construction season, but with a restriction on concrete
breaking between the hours of 11 PM and 7 AM as well as other restrictions contained in the attached waiver form.

RECOMMENDED ACTION: Adoption of Resolution authorizing cost participation in the Michigan Department of Transportation's (MDOT) I-96/l-275 Repaving project between 8 Mile Road and the I-96/I-696/M-5 interchange, and approval of a cost share agreement with MDOT, as required under Public Act 51 of 1951, in the a mount of $\$ 157,400$.

|  | $\mathbf{1}$ | $\mathbf{2}$ | $\mathbf{Y}$ | $\mathbf{N}$ |
| :--- | :---: | :---: | :---: | :---: |
| Mayor Gatt |  |  |  |  |
| Mayor Pro Tem Staudt |  |  |  |  |
| Council Member Burke |  |  |  |  |
| Council Member Casey |  |  |  |  |


|  | $\mathbf{1}$ | $\mathbf{2}$ | $\mathbf{Y}$ | $\mathbf{N}$ |
| :--- | :--- | :--- | :--- | :--- |
| Council Member Markham |  |  |  |  |
| Council Member Mutch |  |  |  |  |
| Council Member Wrobel |  |  |  |  |

## CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

## RESOLUTION OF SUPPORT AUTHORIZING SUBMISSION OF A IRANSPORTATION ALTERNATIVES GRANT APPLICATION

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Mic higan, held in the City Hall of said City on $\qquad$ , $\qquad$ , at $\qquad$ o'clock P.M. Prevailing Eastem Time.

PRESENT: Councilmembers $\qquad$

ABSENT: Councilmembers $\qquad$

The following preamble and Resolution were offered by Councilmember
$\qquad$ and supported by Councilmember $\qquad$ .

WHEREAS ; the Michigan Department of Transportation (MDOT) has proposed rehabilitation and repaving of portions of I-275, I-696 and M-5 between Meadowbrook Road and M-14 within the cities of Novi, Fa rmington Hills and Livonia; a nd,

WHEREAS ; MDOThas secured federal funding for $80 \%$ of the project costs for the project; and,

WHEREAS ; Public Act 51 of 1951 requires that cities partic ipate with MDOT in the cost of sta te trunkline projects within their corporate limits; and,

WHEREAS ; the City of Novi's cost participation amount is estimated to be $\$ 157,400$ of the $\$ 6,940,000$ project cost within the City of Novi; and,

WHEREAS ; the Mayor of the City of Novi and the City Clerk were authorized by Resolution of City Council on July 15, 1996 to execute all City Council approved contracts.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council of the City of Novi support participation in the rehabilitation and repaving of I-275 within the City of Novi and authorize the Mayor of the City of Novi and the City Clerk to execute MDOTAgreement No. 15-5520.

## AYES:

## NAYS:

## RESOLUTION DECLARED ADOPTED.

> Maryanne Comelius, City Clerk

## CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this $\qquad$ day of $\qquad$ , 2016, a nd that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

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WORK HOURS WARANCE WAVER REOUEST
From Sec, 22-93 Construction Activily (Ord. No. 93-23.11, Pl1, 3-29-93)

Date of Request: March 1, 2016
Project Name: I. 275 Rehabilitation

## Projech location: 1.275 from 5 Mile Rd. io I. 696

Agency: MDOT

The City of Novi hereby approves your request for a variance to the Cily's Work Hour Noise Ordinance in order to work beyond 7:00 a.m. to 7:00 p.m. Monday through Saturday, subject to the following work restrictions:

MOOI prohibits the use of concrete crusher whin the 1.275 project limils.
Concrete breakng operations allowed belween 7 a.m. Io 11 p.m. During AF exam ( $5 / 2 / 16.5 / 16 / 16$ and tinal exam $\{6 / 15 / 16,6 / 17 / 16\}$, conciele bedking operalions will be chowed between $/ \mathrm{c}, \mathrm{m}$. to 10 p.m.
Work on tist day of construction (prior to closure of southbound 1.275 ) will not begin before 7 a.m.; the flisi doy of the southbound closure with be a Saturday vith the closure beginning no earlier than 10 p.rn. on the fiday baloro that Salurday; and work on Southbound $1-275$ will begin no eculier thon 7 a.m. on lirst day of the closure.
MDOT has boen working with various communities to determine the location of a concrete batch plant and establish a noise and dust miligation plan. Locations for concrete batch plant that are pre-approved are the nothwest quadrant of the Seven Mile/l-275 interchange wilhin MDOT right of way, and a portion of the propealy at Schookaft Communlly Coliege adjacent to MDOT fight of way along southbound $1-275$.
Duing construction, lighting system will bo clesigned to light work area without illuminathog adjolning properly.
MDOI wit concluct a nolse study betore the project begins and after the project is completed to establish a benchmom.
MOOT is planling 721 lotal trees along the $1-275$ conidor. MDOT will be conlinuously communicating with local communitios to docicto the best location of the lrees, as needed.
MDOI will maintain an open dialog, between MDOF projed management and local ongineering departments regording the adetressing of local concerns arid the enforcement of Section 107 of MDOT'S Stanctard Specilications for Consluction tegarding Legul Relations and Responsibitites to the Publac.


Cc: Chomes Boulard, Building Offcial Rob Hoyes, Cily Engineer Brian Cobum, Fngineering Monager Dcivid Molloy, folice Chiel

Jeff Johnson, Fire Chief
Code Enforcement
Aaron Staup, Construction Engineer
Courtney Defauw, P.E., MDOT Traffic Operations

## STATE TRUNK LINE HIGHWAY SYSTEM (EXCERPT) <br> Act 51 of 1951

### 247.651c Cost of opening, widening, and improving state trunk line highways.

Sec. 1c. The state transportation department shall bear the cost of opening, widening, and improving, including construction and reconstruction, in accordance with standards and specifications of the department, all state trunk line highways, subject to all of the following provisions:
(a) Incorporated cities and villages shall participate with the department in the cost of opening, widening, and improving, including construction and reconstruction of state trunk line highways within cities and villages to which may be added, subject to the approval of the state transportation commission, streets that are connecting links of trunk line highways or streets that are made connecting links of trunk line highways, according to the following schedule subject to the definition of population as provided in section 13:
(i) In cities and villages having a population of 50,000 or more, $12.5 \%$ of the cost shall be borne by the city or village, and $87.5 \%$ by the state transportation department.
(ii) In cities and villages having a population of 40,000 or more and less than $50,000,11.25 \%$ of the cost shall be borne by the city or village, and $88.75 \%$ by the state transportation department.
(iii) In cities and villages having a population of 25,000 or more and less than $40,000,8.75 \%$ of the cost shall be borne by the city or village, and $91.25 \%$ by the state transportation department except in the case of projects related to international border crossing, in which case the department shall bear the entire project cost.
(iv) In cities and villages having a population of less than 25,000 , the state transportation department shall bear the entire cost.
(b) As used in this act, "opening, widening, and improving, including construction and reconstruction, of state trunk line highways" includes, but is not limited to, the cost of right of way; the cost of removal and replacement of sidewalks, street lighting, curbing, where removal and replacement is made necessary by construction or reconstruction of a trunk line highway; and the cost of bridges and structures, including that part of the cost of grade separation structures not paid by the railroad companies.
(c) In a city or village, the width of a state trunk line highway shall be the width required to serve anticipated future traffic needs for a 20-year period as determined by a department transportation survey, which width, except as prescribed by this subdivision, shall not be less than the currently accepted standards prescribed for a 4-lane highway; the width as may be built on the same trunk line route immediately beyond and adjacent to either legal boundary of the city or village; or on trunk lines eligible for federal highway funds, a width as may be prescribed by the federal government, whichever width is greater. However, the department and the governing body of a city or village by mutual agreement may determine that the width of a state trunk line highway shall be less than the width otherwise prescribed by this subdivision.
(d) If a city or village shall desire to widen a state trunk line highway for local purposes beyond the width prescribed in subdivision (c), the entire cost of the extra width, less the federal highway funds which may be allocated to the portion of the project by the department, shall be borne by the city or village.
(e) The state transportation commission and the boards of county road commissioners may enter into agreements with townships or private persons for the improvement or widening of state trunk line highways or county roads. The state transportation commission and the boards of county road commissioners may require full or partial participation in the cost of the improvement or widening by the requesting party as considered appropriate.

History: Add. 1957, Act 262, Eff. July 1, 1957;—Am. 1967, Act 298, Eff. Jan. 1, 1968;—Am. 1967, Ex. Sess., Act 4, Eff. Jan. 1, 1968;-Am. 1976, Act 263, Imd. Eff. Oct. 1, 1976;—Am. 1982, Act 436, Imd. Eff. Dec. 29, 1982;-Am. 1982, Act 438, Eff. Jan. 1, 1983;-Am. 2010, Act 28, Imd. Eff. Mar. 26, 2010.

Popular name: McNitt Act
Popular name: Michigan Transportation Fund Act

JOHNSON ROSATI SCHULTZ JOPPICH PC
27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

March 7, 2016

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

## Re: I-96/I-275 Rehabilitation and Repaving Project - MDOT Contract 15-5520

Dear Mr. Coburn:
We have received and reviewed the proposed contract between the City and MDOT for work along I-96 and I-275 within the City of Novi, which will include concrete pavement inlay, hot mix asphalt shoulder paving and drainage improvement work. Although the scope of the project expands into Livonia and Farmington Hills, MDOT Contract 15-5520 pertains only to that portion of the project within Novi. The project will be funded by contributions from the federal government (approximately $\$ 5,680,400$ ), MDOT (approximately $\$ 1,259,600$ ) and the City of Novi (approximately $\$ 157,400$ ).

The contract is MDOT's standard format for construction of a state trunkline highway. 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. MDOT will bid and complete the project. The City will pay is portion of the projects costs on a monthly basis upon receipt of billings from MDOT.

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. Each party remains responsible for the actions of its own employees, contractors and agents. Since MDOT is contracting and administering the project, the City's potential liability should be limited.

It should be noted that once MDOT completes repair or improvements to certain utilities or infrastructure in connection with the project that are within the City's jurisdiction, the City may
be required to accept responsibility for ongoing operation, maintenance and repair of those improvements upon completion and acceptance of the project.

The contract is not for the purpose of (1) setting forth project specifications and requirement, or (2) designating specific contractors, which will be done pursuant to separate contract with MDOT.

Appendix A through Appendix C of the Contract detailing the US Government's non-discrimination policies will be required to be followed with respect to any contract entered into pursuant to this cost sharing agreement. Because MDOT is entering into and administering the construction contract, the Appendices will generally apply to MDOT rather than the City.

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 do not hesitate to contact me.


|  | DA |  |
| :--- | :--- | :--- |
| FEDERAL AID PROGRESS PAYMENT | Control Section | NH 63191 |
|  | Job Number | 117602A; 117602C |
|  | Federal Project | NH 1663(022); |
|  |  | NH 1463(066) |
|  | Federal Item | HK 0804; HH 9567 |
|  | Contract | $15-5520$ |

THIS CONTRACT is made and entered into this date of $\qquad$ , 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:

Concrete pavement inlay, hot mix asphalt shoulder paving and drainage improvement work along Highway I-96/I-275 from 8 Mile Road northerly to the Highway I-696/I-96/M-5 interchange including interchange ramps; 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: $\$ 6,940,000$

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:

## DEPARTMENT - 87.5\% <br> CITY - 12.5\%

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

|  | BALANCE |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | ESTIMATED | FEDERAL | AFTER | DEPT'S | CITY'S |
|  | COST | AID | FEDERAL AID | SHARE | SHARE |
| Constr. \& CE | \$6,629,300 | \$5,426,100 | \$1,203,200 | \$1,052,800 | \$150,400 |
| PE | \$ 310,700 | \$ 254,300 | \$ 56,400 | \$ 49,400 | \$ 7,000 |
| TOTAL | \$6,940,000 | \$5,680,400 | \$1,259,600 | \$1,102,200 | \$157,400 |

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

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 monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly 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 $\qquad$ ", 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. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

It is expressly understood and agreed that the CITY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.
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.

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

## CITY OF NOVI

By
Title:

By
Title:


## MICHIGAN DEPARTMENT OF TRANSPORTATION

By $\overline{\text { Department Director MDOT }}$


$\frac{2-29-15}{5}$

## 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 Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 will 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 ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any 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; treatment; 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 shall, 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 its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall 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 itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State 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, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan 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 Michigan 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 Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

## APPENDIX B <br> TITLE VI ASSURANCE

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

1. Compliance with Regulations: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment 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 contractor covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the 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 facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it 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 Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
a. Withholding payments to the contractor until the contractor complies; and/or
b. Canceling, terminating, or suspending the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material 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 Department or the USDOT 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 from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## 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.

## I-275 Frequently Asked Questions

## What is MDOT doing?

I-275 between 5 Mile and I-96/I-696/M-5 interchange in Wayne and Oakland counties is in need of major repair. The road surface is in very poor shape and needs to be fixed as soon as possible. Concrete will be removed and replaced on each side of the road (existing base and subbase will remain in place), all interchange ramps will be addressed, along with 16 bridges.

MDOT did extensive analysis and evaluated 22 possible road closure configurations, detours, ramps, etc., and narrowed it to three options; with lane closures and costs for traffic control (barrels, barriers, signs, manpower, etc.). Note: the longer time frame is more expensive than the shorter time frame as it requires more traffic control devices (drums, barrels, etc.) adding to costs.

Option 1: One direction of I-275 will close completely, have traffic detoured, and the work performed. Once one direction is completed, the opposite direction will close. This will take one construction season and add \$ 1.04 million to cost of project.

Option 2: One direction of I-275 will remain open the entire time, with traffic shifted as work is performed, and the other direction is detoured for the entire project. This will take two construction seasons and add \$ 2.87 to cost of project.

Option 3: Both directions of traffic will share one direction of I-275 separated by barrier wall. This will take two construction seasons and add $\$ 4.85$ million to the project.

## How is traffic affected

MDOT conducted traffic analysis and based on that, it's determined that traffic will redistribute to as far east as M-39, west to US-23 and south to I-94, and throughout southern Oakland County and western Wayne County.

## What is work being done?

Project began as patching problem areas on I-275 but numerous areas are needed and the maintenance costs would result in higher costs over time than doing a major repair.

Removal and replacement of the concrete surface of 13 lane miles (distance times number of lanes), but this is not a total reconstruction, as the existing subbase and base under the freeway will remain. Additional base will be added for some slope and shoulder areas which will have asphalt added. Also, repairs and maintenance to the interchanges at the mile roads and 16 bridges.

## Why not reconstruct?

Complete reconstruction would be double the cost. This type of repair is the best use of limited funding, available time and roadway needs.

## What's the timeframe?

Begins Spring 2016 - Will be completed in time to use during modernization projects on I-94 and I-75.

## What are the costs?

\$70-\$80 million to repair 13 lane miles (distance times number of lanes) of I-275 for the concrete repair work, PLUS traffic control costs:

Option 1: will be completed in one year at $\$ 1.04$ in traffic control costs.
Option 2: will take two years and add $\$ 2.87$ in traffic control costs.
Option 3: will take two years and add $\$ 4.85$ in traffic control costs.

## Closure Options:

MDOT did extensive analysis and evaluated 19 possible road closure configurations, detours, ramps, etc. and narrowed it to three options; with lane closures and costs for traffic control (barrels, barriers, signs, manpower, etc.). Note: the longer time frame is more expensive than the shorter time frame as more traffic control requirements.

Option 1: One direction of I-275 will close completely, have traffic detoured, and work performed. Once one direction is completed, the opposite direction will close. This will take one construction season and add $\$ 1.04$ million to cost of project.

Option 2: One direction of I-275 will remain open the entire time, with traffic shifted as work is performed, and the other direction is detoured for the entire project. This will take two construction seasons and add \$ 2.87 to cost of project.

Option 3: Both directions of traffic will share one side of I-275 with barrier wall between. This will take two construction seasons and add $\$ 4.85$ million to the project.

## What are additional costs?

Traffic control costs are for manpower, moving barrels, signs, detours, ramps, etc. There will be higher costs with more traffic control moves requiring longer time frames.

- Option 1 - adds an additional \$ 1.04 million in traffic costs
- Option 2 - adds an additional \$ 2.87 million in traffic costs.
- Option 3 - adds an additional \$ 4.85 million in traffic costs.


## Why difference in time frames and costs?

The first option adds less to total cost as the traffic control work is limited to fewer traffic control devices needed over shorter time period.

The second option takes longer and adds more cost because requires more moving of traffic control devices as traffic is moved from north and south and crossovers built and controlled.

The third option takes longer and costs more because the addition of barrier wall to separate north and south is a big expense and the reconstruction to strengthen the shoulders so traffic can drive on them during construction is expensive. And accessing the ramps at interchanges will be limited and requires that work to be done during a second year.

All three options require lane closures with ramp closures being done later.

## Why longer times for some options?

Unable to access ramps if all northbound lanes and ramps remain open; which moves some of work to second year.

In trying to balance all factors; funding, time, need; this is best plan to do work now.

## What other projects are affecting drivers in the area?

Wayne County Road Commission is working on mile road projects which were delayed during I96fix construction; 6 Mile Road between Haggerty Road and Sheldon Road, and on 7 Mile and 8 Mile between Newburg Road and Farmington.

## Why so many projects at one time?

Unfortunately, the lack of stable and long-term funding for roads limits the amount of long-term planning, coordination of projects within MDOT, county and local agencies.


## I-275 Rehabilitation Project

from Five Mile Road to the I-96/I-696/M-5 Interchange Cities of Novi, Farmington Hills and Livonia Wayne and Oakland Counties

## Public Information Meeting <br> Davenport University

November 10, 2015
4-7 PM


OVRALLPROJECT VIGNTY
I-275 Concrete Inlay and Bridge Work
I-696 Roadway Patch Work
Intelligent Transportation System (ITS) (ITS also included in I-275 Work Zone)

Bridge Work Locations
Work Includes:
13 Miles of Concrete Pavement Replacement and Repair Work
Asphalt Shoulder Overlay
Drainage Improvements
Guardrail Replacement
16 Bridge Rehabilitations
Intelligent Transportation
System (ITS) W ork
Approximate Construction Cost $\$ 70 \mathrm{M}$ to $\$ 80 \mathrm{M}$

OMIDOT

## OVBALIPROJECTCONDTION



The road surface is in very poor condition and needs to be fixed as soon as possible. The project began as a simple pavement repair project, but upon further review it was determined that the roadway required full removal and replacement of the existing pavement.





PROPOSED TWO LANE
RAMP NORMAL SECTION


EXISTING M-5 NORMAL SECTION


PROPOSED M-5 NORMAL SECTION


## Public Feedback <br> CMMDOTN

MDOT sought public input (Oct. $2-9$ ) on road closure options, receiving 3,765 responses.
22 possible road closure configurations, detours, lane shifts, and other traffic control options (barrels, barriers, signs, manpower, etc.) were evaluated by MDOT. These configurations were narrowed to three options and were offered in the survey. Feedback and percent response for each option are noted below:
$87 \%$ Option 1
$\Rightarrow$ Close and Detour one direction of I-275 at a time
$\Rightarrow$ One Construction Season
$\Rightarrow \$ 1.04$ Million in Traffic Control Costs

## Option 2

$\Rightarrow$ Keep northbound I-275 during the entire project with traffic shifted as work is performed and detour southbound $\mathrm{I}-275$ traffic
$\Rightarrow$ Two Construction Seasons
$\Rightarrow$ 2.87 Million in Traffic Control Costs

## Option 3

$\Rightarrow$ Both directions of traffic maintained on one side of the freeway with a barrier wall separating traffic $\Rightarrow$ Two Construction Seasons
$\Rightarrow \$ 4.85$ Million in Traffic Control Costs
The l-275 project is scheduled to begin next spring in the communities of Livonia, Novi and Farmington Hills

## Construction Begins

$\Rightarrow$ Southbound I-275 Closed and Detoured for Construction
$\Rightarrow$ Eastbound I-96 to Southbound I-275 Closed and Detoured for Construction
$\Rightarrow$ Westbound I-696 from east of Lahser Road to Halsted Road Closed and Detoured for two weekends
$\Rightarrow$ Meadowbrook and 7 Mile Roads Closed for Construction and Detoured

Mid-Summer 2016
Construction Continues
$\Rightarrow$ Southbound I-275 Construction Completed, Opened to I-275 and
Interchange Ramp Traffic
$\Rightarrow$ Northbound I-275 Closed and Detoured for Construction
$\Rightarrow$ Eastbound I-696 from Halsted Road to east of Lahser Road Closed and
Detoured for two weekends
$\Rightarrow$ Haggerty Road Closed for Construction and Detoured

Fall/Winter 2016








EB AND WB SEVEN MILE ROAD CLOSURE AND DETOUR PLAN (DETOUR ROUTE IS 2.4 MILES LONGER THAN EXISTING ROUTE)

KEY

## — BRIDGE WORK

$\longleftarrow$ EB 7 MIILE RD DETOUR


K K
$\Rightarrow$ WB 7 MLLE RD DETOUR


[^0]:    Maryanne Comelius, City Clerk City of Novi

