



CITY of NOVI CITY COUNCIL

Agenda Item 7
January 21, 2014

SUBJECT: Approval to pay the final invoice to the Michigan Department of Transportation for work associated with the construction of Highway M-5 as required by the cost participation agreement dated July 29, 1996 and authorized by City Council Resolutions dated July 2, 1997 and April 20, 1998, in the amount of \$136,911.11.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering and Water/Sewer Divisions BCL TDK

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 24,032.41 (Water Main Work) \$112,878.70 (Sanitary Sewer Work) \$136,911.11 TOTAL
LINE ITEM NUMBER	592-000.00-148.000 (Water Main) 592-000.00-150.000 (Sanitary Sewer)

BACKGROUND INFORMATION:

Over 17 years ago, the City of Novi entered into a cost participation agreement with the Michigan Department of Transportation (MDOT) to facilitate completion of roadway improvements adjacent to the proposed construction of the M-5 highway, specifically along portions of 13 Mile Road and Meadowbrook Road. The agreement was approved by the Novi City Council on July 29, 1996. The construction of M-5 between 12 Mile and 14 Mile Roads occurred under a separate, concurrent contract (without contribution from the City) between 1996 and 1999. The attached memo from Brian Coburn dated December 18, 2013 provides additional background and detail regarding the history of this project and the invoiced amount.

During the construction of M-5, the City requested two major additions to the project. The first change added the installation of a 30-inch sleeve for water main and a 30-inch sleeve for sanitary sewer, both under M-5 at 13 Mile Road. City Council approved a resolution (attached) authorizing the additional work on June 2, 1997 at the sole expense of the City. The second major addition to the Park D work was the construction of an 18-inch sanitary sewer under 14 Mile Road to connect the Section 1 and 12 Sanitary Sewer to the Commerce Township sanitary sewer system. City Council approved a resolution (attached) authorizing the additional work on April 20, 1998 at the sole expense of the City. The attached map shows the location of the improvements that were added to the contract. A water main and sanitary sewer have since been installed in the two sleeves under M-5 and the sanitary sewer under 14 Mile Road is also in service.

The City costs for the project under the July 20, 1996 contract totaled \$370,212.19, of which \$184,370 was attributable to improvements on the water and sanitary sewer systems. The change orders for the water and sanitary sewer work were added after the majority of the road work was concluded and invoiced. Therefore, it can be concluded that all of the remaining balance with MDOT is for water and sanitary sewer related work and should be paid from the Water and Sewer Fund.

The final invoice for this project was delayed more than a decade because of a legal dispute involving one of the subcontractors and the Department of Labor regarding wage standards under the Davis-Bacon Act. This dispute began in 1997 and was not resolved until 2012. According to MDOT, a final invoice is not sent to the local communities until the final audit of the project is complete. The lengthy investigation by the Department of Labor for this project did not allow the final audit for the project to occur until 2013, which resulted in the attached invoice. The City Attorney has reviewed the agreement and determined that the City is required to pay the invoice or it would risk losing current and future state funding. There is nothing in the agreement that limits the time between completion of the project and providing a final invoice.

In order to prevent additional unanticipated invoices from MDOT, staff requested and MDOT provided the attached list of all other open projects for review and budgeting. Excluding the M-5 work discussed here, there are about two dozen projects that remain open with MDOT. Some of the projects are already budgeted with allocated funds as noted, however there is an unbudgeted liability of approximately \$3,879 total owed by the City for four open projects. Going forward, Engineering and Finance staff during each budget cycle will request this listing from MDOT, identify open projects, and ensure that any outstanding liabilities for these projects are included in future budgets.

RECOMMENDED ACTION: Approval to pay the final invoice to the Michigan Department of Transportation for work associated with the construction of Highway M-5 as required by the cost participation agreement dated July 29, 1996 and authorized by City Council Resolutions dated July 2, 1997 and April 20, 1998, in the amount of \$136,911.11.

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

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

12/19/2013

To: Mayor and City Council members

Very stale invoice from our State MDOT on M-5 project for future action.

Clay

MEMORANDUM



TO: ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

FROM: BRIAN COBURN, P.E.; ENGINEERING MANAGER *BTC*

SUBJECT: MDOT INVOICE FOR 1996 M-5 AND 13 MILE PROJECT

DATE: DECEMBER 18, 2013

The City received the attached invoice from Michigan Department of Transportation (MDOT) in the amount of \$136,911. According to MDOT, the invoice represents the outstanding balance for the City's share of the project to construct the non-trunkline (local) improvements along 13 Mile Road and 14 Mile Road to facilitate the construction of the M-5 trunkline between 12 Mile and 14 Mile Roads. The project also included additional pathway and road construction for a portion of 13 Mile Road and Meadowbrook Road that was outside of the MDOT project limits. The City Council passed a resolution and approved the enclosed agreement on July 22, 1996. The construction of the project occurred between 1996 and 1999 and was concurrent with a separate project to construct M-5 between 12 Mile and 14 Mile Road.

Project Background

The parties to the cost participation agreement are MDOT, the City of Novi, and the Road Commission for Oakland County (RCOC). The primary purpose of the agreement is to allocate costs to the various parties in the agreement for the five distinct parts of the project as summarized below and as shown in the attached map. According to the agreement, the City was only required to participate in the cost of Part D and Part E. The invoice that was received is for Part D only (Part E has been closed, reconciled and audited by MDOT). Therefore, the remainder of this memo will only discuss Part D of the contract.

Summary of the 1996 Cost Participation Agreement

Part	Description	City Share per Agreement
A	Reconstruction, widening and realignment of 13 Mile Road east and west of proposed M-5 (City of Novi Jurisdiction)	\$0
B	Reconstruction and widening of 14 Mile Road east and west of proposed M-5 (RCOC Jurisdiction)	\$0
C	Construction of Traffic Signals at 14 Mile/M-5, 13 Mile/M-5 and 13 Mile/Haggerty intersections (Various Jurisdictions)	\$0
D	Reconstruction of 13 Mile and Meadowbrook outside of M-5 project scope, west of M-5 (City Jurisdiction)	\$149,400
E	Right-of-way acquisition for Parts A and D (Various Jurisdictions)	\$25,815
TOTAL City Participation per Agreement		\$175,215

Part D of the 1996 agreement included the reconstruction of 13 Mile Road from 1,000 feet west of Meadowbrook Road to 1,000 feet east of Meadowbrook Road and reconstruction of Meadowbrook Road from the intersection of 13 Mile Road to 700 feet south along with construction of a bike path along 13 Mile Road from Haggerty Road to Meadowbrook Road. The agreement includes an estimated construction of \$747,000 for Part D, which was offset by \$597,600 in Federal funding, with the remaining \$149,400 to be paid by the City. Since the work under Part D appears to have been added at the request of the City and was outside of the project scope for the M-5 trunkline work, there was no cost participation by MDOT. The 1996 agreement allocated the cost participation for the project based on construction cost estimates, prior to bidding the project. The project was awarded to Dan's Excavating in summer 1996 at a cost of \$592,418.96 through MDOT's bidding process.

The City requested two major additions to the Part D work during the course of the M-5 projects. The first change added the installation of a 30-inch sleeve for water main and a 30-inch sleeve for sanitary sewer, both under M-5 at 13 Mile Road. City Council approved a resolution (attached) authorizing the additional work on June 2, 1997 with an estimated cost of \$159,000 at the sole expense of the City. The second major addition to the Part D work was the construction of an 18-inch sanitary sewer under 14 Mile Road to connect the Section 1 and 12 Sanitary Sewer to the Commerce Township sanitary sewer system. City Council approved a resolution (attached) authorizing the additional work on April 20, 1998 at an estimated cost of \$51,218 at the sole expense of the City. The attached map shows the location of the improvements that were added to the contract. A water main and sanitary sewer have been installed in the two sleeves under M-5 and the sanitary sewer under 14 Mile Road is also in service.

The construction of the M-5 projects concluded in 1999 resulting in a final contract price of \$843,772. Of the \$215,344 in additional work that was added to the contract after it was awarded, \$214,370 was attributable to the work requested by the City at the City's expense and was not eligible for Federal grant sharing. (\$170,040 was attributable to the sleeves under M-5 and \$44,330 was attributable to the sanitary sewer under 14 Mile Road). The City was also responsible for costs associated with Construction Engineering and Bid Advertisement for the project. The total cost to the City of Novi at the end of the project was \$370,212.19, of which \$233,301.08 has been paid, leaving a balance of \$136,911.11, as stated on the attached invoice. Below is the breakdown of the final costs for Part D of the project:

Item Description	City Costs	Federal Grant	Total Cost
Bid Advertisement	\$181.69	\$819.38	\$1,001.07
Construction Engineering	\$41,423.94	\$0.00	\$41,423.94
Original Contract Award	\$106,839.86	\$485,579.10	\$592,418.96
30-inch sleeves under M-5	\$170,040.00	\$0.00	\$170,040.00
18-inch Sanitary Sewer under 14 Mile Road	\$44,330.00	\$0.00	\$44,330.00
Other Additional Work	\$7,396.70	\$29,586.80	\$36,983.50
TOTAL Project Costs	\$370,212.19	\$515,985.28	\$886,197.47
<i>Less Payments Made by City</i>	<i>-\$233,301.08</i>		
Balance Due to MDOT	\$136,911.11		

MDOT's Delay in Providing an Invoice

Since the project was completed in 1999 and the invoice is being provided almost 15 years later, I contacted MDOT to request an explanation for the delay. More specifically, I requested a letter from MDOT with an explanation, which they have declined to provide. Instead, they provided the attached information to explain the reasons for the delay, which I will summarize here.

In 1997, the Wage and Hour Division of the U.S. Department of Labor contacted MDOT regarding an investigation of William J. Lang Land Clearing, Inc., a subcontractor to Dan's Excavating on the M-5 project related to overtime violations of the Davis-Bacon Act. In the attached letter, MDOT was instructed to withhold payment to the contractor until the investigation was resolved. Finally, in December 2012, the investigation was resolved and the attached order was issued. According to MDOT, a final invoice is not sent to the local communities until the final audit on the project is complete. The lengthy investigation by the Department of Labor for this project did not allow the final audit for the project to occur until 2013, which resulted in the attached invoice. My discussion with MDOT revealed that it is not a standard practice for MDOT to keep communities apprised of outstanding liabilities. A community can request a listing of open projects and estimated local costs from MDOT, which we requested and received as part of this review.

I provided a copy of the 1996 agreement to the City Attorney's office to confirm that the City has a responsibility to pay the invoice after so many years under the agreement. Beth Saarela reviewed the agreement and responded that "the state reserved the right to take the funds from anything that is owed to the City from the Michigan Transportation Fund if the City doesn't pay" the invoice. She also noted that the agreement states that the "City risks receiving no further federal aid in the event of failure to comply with the terms of the Agreement." There is nothing in the agreement that limits the time between completion of the project and providing a final invoice.

Recommendations

After receiving the invoice, I contacted MDOT and informed them that they would not receive payment within 30 days as noted on the invoice. I explained that we needed to spend some time researching the project and that these costs were not budgeted in the current fiscal year. MDOT acknowledged that, given that the project has been completed for nearly 14 years, 30 days was unreasonable and requested a letter from the City with suggested payment terms.

I requested and MDOT provided a list of all other open projects for review and budgeting and have attached a summary for your reference. Excluding the M-5 work discussed here, there are two dozen projects that remain open with MDOT. Some of the projects are already budgeted with allocated funds as noted, however there is an unbudgeted liability of approximately \$3,879 total owed by the City for four open projects. We will work with Finance during each budget cycle to request this listing from MDOT, identify open projects, and ensure that any outstanding liabilities for these projects are included in future budgets.

The City costs for the project totaled \$370,212.19, of which \$184,370 was attributable to improvements on the water and sanitary sewer systems. It is my understanding that the

change orders for the water and sanitary sewer work were added after the majority of the Part D work was concluded and invoiced. Therefore, it is highly likely that all of the remaining balance with MDOT is for water and sanitary sewer related work and could be paid from the Water and Sewer Fund.

We will prepare this payment for City Council consideration on a future agenda.

cc: Victor Cardenas, Assistant City Manager/Interim Finance Director
Jessica Dorey, Deputy Finance Director
Tim Kuhns, Water & Sewer Senior Engineer
Debra Peck, Assistant Treasurer
Michael Andrews, Water & Sewer Financial Specialist



INVOICE

05398

47606 Ref No: AF 362294
NOVI, CITY OF
FINANCE DEPARTMENT
45175 W. TEN MILE RD.
NOVI, MI 48375-3024

Invoice Number:	AF 362294
Invoice Date:	December 2, 2013
Payment Due:	January 1, 2014
Phone:	(517) 335-0413

Invoice Item

Total Cost

PROJECT FINAL SETTLEMENT

\$136,911.11

AGREEMENT NUMBER: 96-5088
AGREEMENT DATE: 07/29/1996
CONTROL SECTION: STU 63459
PROJECT NUMBER: DSTP 9663-035
JOB NUMBER: 20310A
ITEM NUMBER: HH0915
LOCATION: 13 MILE RD @ MEADOWRK-HAGGERTY, NOVI

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT.

Total: **\$136,911.11**

MDOT Fed. Id.: 38-6000134

Federal item No.: HH0915
Job No.: 020310AA
(Detach Here)

Payment Due: January 1, 2014

MAKE CHECK OR MONEY ORDER PAYABLE TO: STATE OF MICHIGAN - MDOT
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:

MICHIGAN DEPT. OF TRANSPORTATION
ATTENTION: FINANCE CASHIER
PO BOX 30648
LANSING, MI 48909

(Please note or make any mailing corrections below)
NOVI, CITY OF
FINANCE DEPARTMENT
45175 W. TEN MILE RD.
NOVI, MI 48375-3024

**INVOICE NO:
AF 362294**

For Cashier's Use Only:

Total Due: \$136,911.11

INVOICE

MDOT/FINANCIAL OPERATIONS DIV
ACCOUNTING SECTION/PROJECT ACCOUNTING

ACCOUNTS RECEIVABLE:
PLEASE SET UP AN INVOICE BASED ON THE FOLLOWING INFORMATION

INVOICE NO.
AF

DATE

CITY OF NOVI

IN RE:

PROJECT FINAL SETTLEMENT

AGREEMENT: **96-5088** AGREEMENT DATED: **7/29/1996**
CONTROL SECTION: **STU 63459** JOB # **20310A**
PROJECT #: **DSTP 9663-035** ITEM # **HH0915**

LOCATION:

13MI RD @ MEADOWBRK-HAGGERTY, NOVI

Amount due MDOT \$136,911.11

Trans Code	AY	Index	PCA	Appn	Fund	AOBJ	Amount	Job Number	Fed Item#
190	2005	90404	88888	90400	4899	2510	\$136,911.11	20310A	HH0915

MICHIGAN DEPARTMENT OF TRANSPORTATION **FINAL ACCOUNTING**

FINANCIAL OPERATIONS DIVISION
 ACCOUNTING SECTION/PROJECT ACCOUNTING UNIT
 FINAL ACCOUNTING FOR:

Prepared by: Robert Campbell
 Phone Number 517-335-2389
 Date 11/1/2013

LOCAL: CITY OF NOVI
 96-5088 7/29/1996
 CONTROL SEC. STU 63459
 PROJECT # DSTP 9663-035
 LOCATION: 13MI RD @ MEADOWBRK-HAGGERTY, NOVI

JOB # 20310A
 ITEM # III 10915

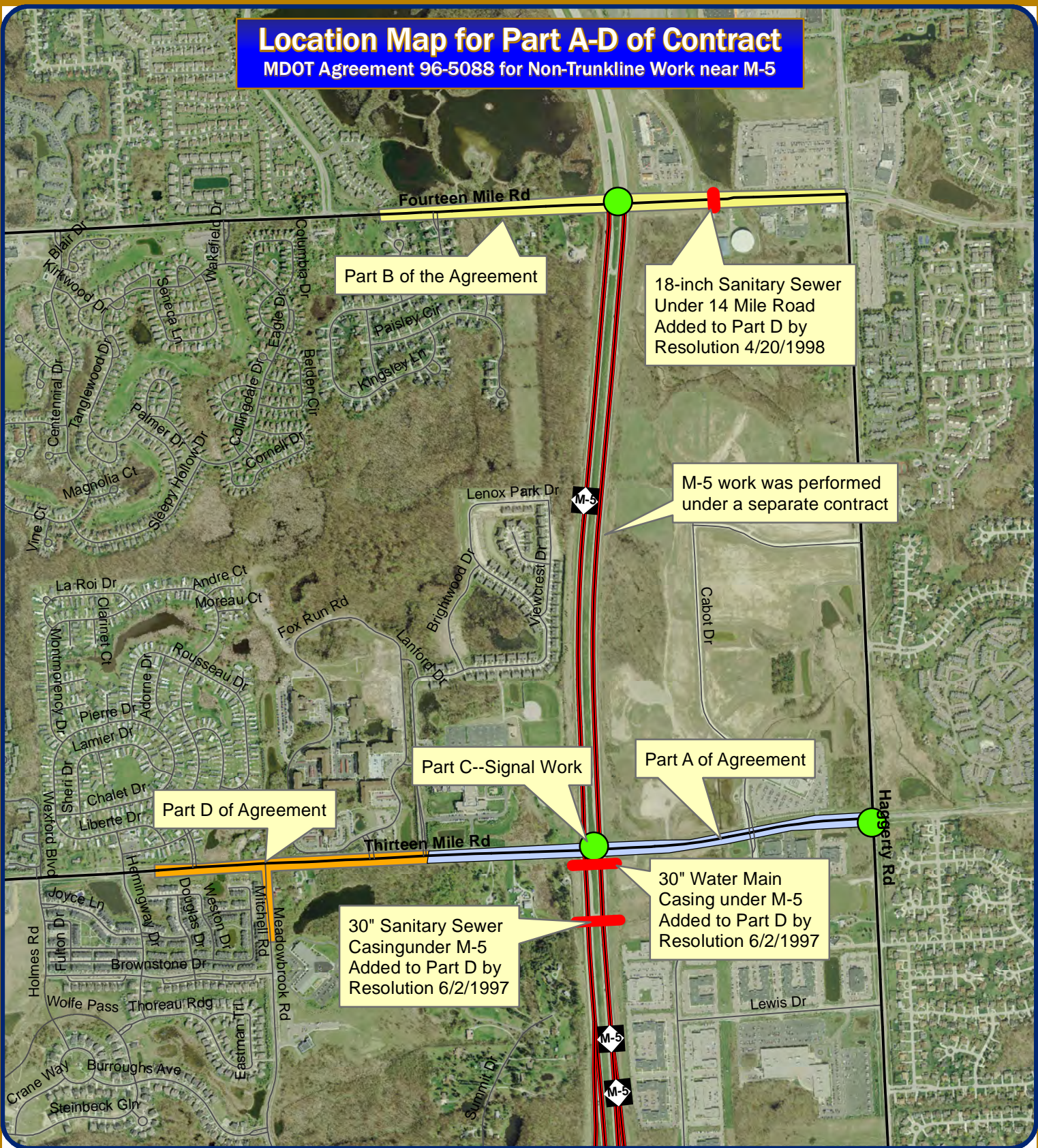
TYPE OF WORK	NON-FEDERAL PART	FEDERAL PART	TOTAL EXPENDITURE	FEDERAL PAID	TO BE DISTRIBUTED	STATE SHARE	LOCAL SHARE
ADVERTISING		\$1,001.07	\$1,001.07	\$819.38	\$181.69		\$181.69
CONSTRUCTION ENGINEERING	\$41,423.94		\$41,423.94		\$41,423.94		\$41,423.94
CONSTRUCTION CONTRACT	\$214,370.00	\$629,402.46	\$843,772.46	\$515,165.90	\$328,606.56		\$328,606.56
TOTAL	\$255,793.94	\$630,403.53	\$886,197.47	\$515,985.28	\$370,212.19	\$0.00	\$370,212.19
LOCAL SHARE OF PROJECT							\$370,212.19
LESS LOCAL DEPOSIT AND PAYMENTS							(\$233,301.08)
LESS LOCAL SHARE OF LOCAL COSTS PRIOR TO FINAL ACCOUNTING							\$0.00
BALANCE					LOCAL OWES	\$136,911.11	

Note: AN AMOUNT OF LESS THAN \$5.00 WILL NEITHER BE BILLED NOR PAID TO THE LOCAL and

CITY OF NOVI
 NOVI CITY TREASURER
 45175 W 10 MILE RD
 NOVI, MI 48375

Location Map for Part A-D of Contract

MDOT Agreement 96-5088 for Non-Trunkline Work near M-5



Map Author: Coburn
 Date: 12/10/13
 Project:
 Version #:

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.

Map Legend

- Contract Part A
- Contract Part B
- Contract Part C
- Contract Part D
- Part D-Additional Work



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



1 inch = 1,185 feet



SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DAB
Control Section NH 63192; EBBF 63192; STU 63459
Job Number 34962; 20310
Fed Item #HH0632; HH0915; HH0913
Fed Project #NH 9563(049); DSTP 9663(035);
NH 9663(034)
Contract 96-5088

THIS CONTRACT is made and entered into this date of 7-29-96,
by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred
to as the "DEPARTMENT", the CITY OF NOVI, a Michigan municipal corporation, hereinafter
referred to as the "CITY" and the ROAD COMMISSION OF OAKLAND COUNTY, hereinafter
referred to as the "BOARD"; for the purpose of establishing the terms and conditions for the
assignment or jurisdiction and providing for the maintenance of certain features constructed as part
of the DEPARTMENT'S construction on Highway M-5, hereinafter referred to as the "PROJECT",
within the corporate limits of the CITY.

WITNESSETH:

PART A - ROADWAY WORK - CURRENT CITY JURISDICTION

NH 63192; JOB# 34962; NH 9663(034); HH0913

Reconstruction, widening and realignment of 13 Mile Road from a point approximately
563.88 m (1,850 ft) west of SB Highway M-5 (Sta 83+00) and proceeding easterly to existing
Haggerty Road (Sta 127+47) and which includes construction of ditches and culverts as may
be required, together with necessary related work; located within the corporate limits of the
CITY

PART B - ROADWAY WORK - CURRENT BOARD JURISDICTION

NH 63192; JOB# 34962; NH 9663(034); HH0913

Reconstruction and widening of 14 Mile Road from a point approximately 627.89 m (2,060
ft) west of SB Highway M-5 and proceeding easterly approximately 1255.78 m (4,120 ft) and
which includes construction of drainage ditches and culverts as may be required; together
with necessary related work; located within the corporate limits of the CITY.

PART C - SIGNALIZATION

NH 63192; JOB# 34962; NH 9663(034); HH0913

The proposed signalization utilizing a span wire mounted traffic signal design for the
following intersections within the corporate limits of the CITY.

- Highway M-5/13 Mile Road
- Highway M-5/14 Mile Road

13 Mile Road/ Haggerty Road

PART D - CURRENT OR FUTURE CITY JURISDICTION

STU 63459; JOB# 20310; DSTP 9663(035); HH0915

Reconstruction along 13 Mile Road from approximately 304.8 m (1,000 ft) west of Meadowbrook to approximately 304.8 m (1,000 ft) east of Meadowbrook and along Meadowbrook from the 13 Mile Road/ Meadowbrook intersection southerly approximately 213.36 m (700 ft); construction of a bikepath along 13 Mile Road from approximately 304.8 m (1,000 ft) west of Meadowbrook to Haggerty Road; together with necessary related work; located within the corporate limits of the CITY.

PART E - RIGHT-OF-WAY

EBBF 63192; JOB# 34962; NH 9563(049); HH0632

Acquisition by the DEPARTMENT of all necessary right-of-way parcels needed for the 13 Mile Road improvements as described in PARTS A and D; together with necessary related work.

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

PART D - \$747,000

PART E - 60,625

TOTAL - \$807,625

WHEREAS, the roadway or portions thereof being reconstructed in connection with the PROJECT and described in PARTS A, B, and D are under the jurisdiction of the CITY and the BOARD; and

WHEREAS, the CITY passed a resolution of support for the PROJECT work on August 21, 1989, when the CITY population was less than 25,000; and

WHEREAS, it was agreed that the CITY'S participation under 1951 PA 51, as amended, for the PROJECT shall not be required because the CITY'S population was based on the 1980, rather than the current 1990, Federal Census; and

WHEREAS, it is understood that the CITY shall provide for the maintenance of the completed bikepath facility as described in PART D and also agree to ban from said facility to be constructed as the PROJECT, all motorized vehicles other than maintenance vehicles, and, unless permitted by state and local regulations; snowmobiles; and

WHEREAS, portions of certain right-of-way parcels are needed for both the DEPARTMENT'S work along 13 Mile Road as part of its Highway M-5 interchange construction and for other improvements along 13 Mile Road, which was originally intended to be constructed as a separate CITY project; and

WHEREAS, it was agreed that the DEPARTMENT shall acquire all of the above parcels so that only one settlement with the property owner is made in order to avoid duplicate effort in acquiring the same property; and

WHEREAS, the DEPARTMENT and the CITY shall participate in the acquisition work according to the fixed percentages and estimated costs as described in attached EXHIBIT I, pages 1 and 2, dated May 31, 1996, attached hereto and made a part hereof; and

WHEREAS, the PROJECT will be constructed by the DEPARTMENT as part of the Highway M-5 construction; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the assignment of jurisdiction and maintenance of the PROJECT within the right-of-way purchased for the construction of Highway M-5 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 parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PART D portion of the PROJECT as determined by the DEPARTMENT; and construction engineering, and the acquisition costs as described in PART E, and any and all other expenses in connection with any of the above.

It is understood that the costs for acquisition of right-of-way needed for the PROJECT, as performed by the CITY, shall be excluded from the PROJECT COST as defined by this contract.

2. The cost of alteration, reconstruction and relocation, including plans therefor, 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. With the exception of publicly owned facilities and utilities altered, reconstructed or relocated as provided in Section 2, each of the parties will make available to the PROJECT, at no cost, all lands required therefor, now owned by it or under its control, and which are now used, or were acquired, for street, highway, or alley purposes, and will make available at fair cash market value all other lands under its control which are required for the PROJECT.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio for such funds. The CITY shall apply its Federal Funds for

PART D (STU) and the DEPARTMENT shall use its Federal Funds for the PART E (EBBF) portion of the PROJECT. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT and the CITY in the manner and at the times hereinafter set forth.

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

	TOTAL <u>ESTIMATED COST</u>	<u>FED AID</u>	CITY'S <u>SHARE</u>	DEPARTMENT'S <u>SHARE</u>
PART D	\$747,000	\$597,600	\$149,400	\$ -0-
PART E	<u>60,625</u>	<u>27,850</u>	<u>25,815</u>	<u>\$6,960</u>
TOTAL	\$807,625	\$625,450	\$175,215	\$6,960

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the CITY for the PART D portion of the PROJECT.

5. 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 _____", 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.

6. No working capital deposit will be required for this PROJECT.

7. 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 obligations as specified herein. 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 monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

OTHER PROVISIONS

8. The CITY and the BOARD agree that the roadways being reconstructed under PARTS A, B and D are under CITY and the BOARD jurisdictions and will, upon completion of the PROJECT, remain under exclusive CITY and the BOARD jurisdictions for purposes of MCL

691.1402; MSA 3.996(102). The CITY and the BOARD will resume and/or assume maintenance of any portions after a joint review by the CITY, the BOARD and the DEPARTMENT has been conducted, and the roads are designated as "Accepted for Traffic" and are open to traffic in accordance with applicable DEPARTMENT Standard Specifications or upon notification by the DEPARTMENT that agreed upon work has been completed. It is understood if the CITY and the BOARD fail to notify the DEPARTMENT, in writing, within 30 days after all the above conditions have been met, it shall be assumed that the CITY and the BOARD accept the roadways as constructed. If the CITY and the BOARD provide the DEPARTMENT with written notification of alleged defects of construction, the DEPARTMENT may require its contractor to perform all or portions of said corrective work, or it may accept the work without remedy. The DEPARTMENT'S decision with respect to acceptance shall be final and binding. The CITY and the BOARD shall provide for the maintenance of all features of the roadways within the right-of-way of PARTS A, B and D in accordance with CITY and the BOARD procedures.

9. The DEPARTMENT is authorized by the CITY and the BOARD to administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

If necessary, the DEPARTMENT and its contractors, agents and employees are hereby granted the rights to occupy lands owned by the CITY and the BOARD for purposes of performing work in connection with the PROJECT.

10. With respect to those portions of the PROJECT under current or future CITY and BOARD jurisdiction:

- A. The CITY and the BOARD will approve the design of the PROJECT and shall accept full responsibility for the design with respect to the PROJECT functioning as a part of its roadway facilities. Any approvals by the DEPARTMENT are for its own purposes and are not to nor do they relieve the CITY and the BOARD of liability for any claims, causes of action or judgment arising out of the design of the PROJECT.
- B. The CITY and the BOARD certify, by execution of this contract, that, when constructed to applicable standards and designated as "Accepted for Traffic" and when opened to traffic by the DEPARTMENT in accordance with Section 1.07.19 of the DEPARTMENT'S 1990 Standard Specifications for Construction, and at no cost to the PROJECT or to the DEPARTMENT, it will:
 - (1) Properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.
 - (2) Sign and mark the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not

install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109 (d).

- (3) Enact and enforce promptly upon completion of the PROJECT an ordinance prohibiting parking in the roadway right-of-way throughout the limits of the PROJECT.
- (4) Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior approval of the DEPARTMENT and the FHWA.

11. The CITY and the BOARD shall be responsible to operate and maintain, at no cost to the DEPARTMENT, the signalization of the 13 Mile Road/Haggerty Road intersection as described in PART C. The DEPARTMENT shall be responsible to perform routine maintenance for the other new traffic signals to be constructed as part of the PART C portion of the PROJECT. The cost for such routine maintenance shall be proportioned between the DEPARTMENT, the BOARD and the CITY based on the ratio of signalized approaches under the respective parties jurisdiction to the total number of approaches.

12. The CITY hereby agrees that immediately upon execution of this agreement, it will:

- A. Enact, and keep in full force and effect, such ordinances or regulations as may be necessary to assure that no motorized vehicles (except those for maintenance purposes, and, where snow conditions and state and local regulations permit, snowmobiles) shall be permitted on the bikepath facility being constructed as the PART D portion of the PROJECT.
- B. Determine if any existing ordinances restrict use of the facility by bicycles, and, if so, that it will amend such ordinances and keep it in full force and effect to allow use by bicycles.
- C. Enact no ordinance which prohibits the use of bicycles on the facility constructed as the PART D portion of the PROJECT.
- D. Enforce Act 300 P A. 1949 (MCLA 257.660) with respect to bicycles on the roadway portion of highway; where a usable and designated path for bicycles is provided adjacent to a roadway, a bicycle rider shall use that path and shall not use the roadway.

13. Upon completion of construction, the CITY will, at its sole cost and expense, maintain and operate the facility constructed as the PART D portion of the PROJECT as a bikeway. The CITY shall conform with all DEPARTMENT permit requirements, if applicable, for any work to be performed within the state trunkline right-of-way.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any CITY and BOARD highway described as the PROJECT for purposes of MCL 691.1402; MSA 3 996(102). Exclusive jurisdiction of such highways for the purposes of MCL 691.1402; MSA 3.996(102) rest with the CITY and the BOARD.

15. The CITY and the BOARD, in conformance with Federal Aid Policy Guide (FAPG) Chapter I, Subchapter G, Part 630, Subpart C: Project Agreements, stipulates the following with respect to its specific jurisdiction of the PROJECT

- A. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
- B. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
- C. That as a condition of Federal aid pursuant to this contract the CITY shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under, or to benefit from this contract, is under consideration to be listed on the EPA List of Violating Facilities.

16. Failure of the CITY and the BOARD to fulfill its responsibilities as outlined herein may disqualify the CITY and the BOARD from future Federal-Aid participation in projects on roads or streets for which it has maintenance responsibility. Federal-aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT are brought to a condition of maintenance satisfactory to the DEPARTMENT and the FHWA.

17. In connection with the performance of 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 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 contractor or subcontractor employed in the performance of this contract.

18. 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, the BOARD and for the DEPARTMENT; upon the adoption of resolutions approving said contract and authorizing the signatures thereto of the respective officials of the CITY and the BOARD, certified copies of which resolutions 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.

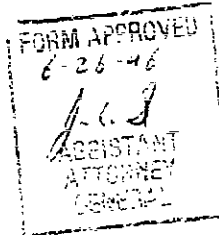
CITY OF NOVI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By *Kenneth S. Mahle*
Title: *MAYOR*

By *Gary W. Day*
for Department Director MDO

By *Jonni S. Bartholomew*
Title: *CITY CLERK*



ROAD COMMISSION OF
OAKLAND COUNTY

By *George M. Hall*
Title: *Deputy Manager, Department*

By _____
Title: _____





RESOLUTION OF AUTHORIZATION

THIRTEEN MILE ROAD IMPROVEMENTS PROJECT MDOT CONTRACT NO. 96-5088

WHEREAS, the City of Novi has received a commitment of Federal Aid for the improvement of Thirteen Mile Road; and,

WHEREAS, said improvements consist of reconstructing Thirteen Mile Road from approximately 1,000 feet west of Meadowbrook to approximately 1,000 feet east of Meadowbrook and along Meadowbrook from the Thirteen Mile Road/Meadowbrook intersection southerly approximately 700 feet; construction of a bike path along Thirteen Mile Road from approximately 1,000 feet west of Meadowbrook to Haggerty Road; together with necessary related work; and,

WHEREAS, total project costs are estimated at \$807,625 with the City being responsible for \$175,215; and,

WHEREAS, the Michigan Department of Transportation Contract No. 96-5088 reduces the parties' responsibilities, costs, etc. for the Thirteen Mile Road Improvements Project to written form.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk be authorized to sign Michigan Department of Transportation Contract No. 96-5088 on behalf of the City.

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 at a regular meeting held this 22nd day of July, 1996.

Tonni L. Bartholomew

Tonni Bartholomew
City Clerk

File MDOT5088 Res
(Dir)13Ms-1mp

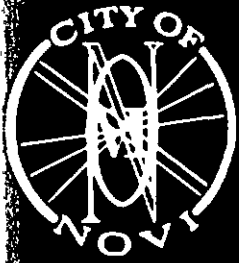


Nowacki 7-25-96 mc

CITY OF NOVI

45175 west ten mile road / novi, michigan 48375-3024 / (810) 347-0460 general information

- CITY COUNCIL
- Mayor
Kathleen S. McLallen
- Mayor Pro-Tem
Hugh D. Crawford
- Nancy C. Cassis*
- Richard J. Clark*
- Robert J. Mitzel*
- Kathleen M. Mutch*
- Robert D. Schmid*
- City Manager
Edward F. Kriewall
- City Clerk
Tonni L. Bartholomew



RESOLUTION OF AUTHORIZATION

M-5 UTILITY CROSSINGS

WHEREAS, the Michigan Department of Transportation is in the process of constructing M-5 along with improving Thirteen Mile Road between Meadowbrook and Haggerty Roads, and,

WHEREAS, the City of Novi Master Water Main and Sewer Plans include crossing of M-5, and,

WHEREAS, the City's consulting engineers and the Michigan Department of Transportation have reviewed the issue of utility crossings and determined that the most viable means of constructing such is to do so in advance of the roadway improvements, and,

WHEREAS, the estimated cost of installing two M-5 utility crossings has been estimated at \$159,000, and,

WHEREAS, the City of Novi and the Michigan Department of Transportation have an existing contract agreement that can be used as a mechanism to accomplish the subject work

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Novi herein authorize the Michigan Department of Transportation to install sanitary and water main sleeves across M-5 in conjunction with their roadway project and invoice the City for such work estimated to be \$159,000

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 at a regular meeting held this 2nd day of June, 1997

Tonni Bartholomew
City Clerk

File 13M-MS Res
(Dist) M 5
Agenda 97/6/2/97



City of Novi
45175 west ten mile road / novi, michigan 48375-3024 / (810) 347-0460 general information

- CITY COUNCIL**
- Mayor
Kathleen S. McLallen
 - Mayor Pro-Tem
Hugh D. Crawford
 - Richard J. Clark
 - Edward G. Kramer
 - Robert J. Mitzel
 - Kathleen M. Mutch
 - Robert D. Schmid
 - City Manager
Edward F. Kriewall
 - City Clerk
Tonni L. Bartholomew



City of Novi

45175 west ten mile road / novi, michigan 48375-3024 / (248) 347-0460 general information

RESOLUTION OF AUTHORIZATION

FOURTEEN MILE ROAD SANITARY SEWER CROSSING

WHEREAS, the the Michigan Department of Transportation is in the process of reconstructing Fourteen Mile road in conjunction with the M-5 Project; and,

WHEREAS, the City of Novi Master Sanitary Sewer Plan includes a sanitary sewer crossing of Fourteen Mile road and connection to the Commerce Township Sanitary Sewer System; and,

WHEREAS, the City's consulting engineers and the Michigan Department of Transportation have reviewed the sanitary sewer crossing issue and determined that the most viable and cost effective means of constructing such is to do so in advance of the roadway improvements; and,

WHEREAS, the estimated cost of constructing the Fourteen Mile Road Sanitary Sewer Crossing is \$59,718.00; and,

WHEREAS, the City of Novi and the Michigan Department of Transportation have an existing contract agreement that can be used as a mechanism to accomplish the subject work.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council herein authorize the Michigan Department of Transportation to construct the Fourteen Mile Road Sanitary Sewer Crossing in conjunction with the M-5 Project and invoice the City of Novi for such construction work, estimated at \$51,218.00.

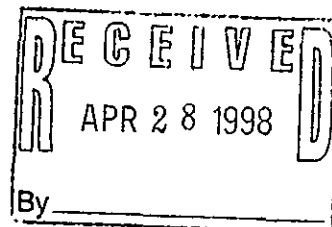
CERTIFICATION

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 at a regular meeting held this 20th day of April, 1998.

Tonni A. Bartholomew

Tonni Bartholomew
City Clerk

File: 14Swr-Xg.RES
(Dir)Agenda04-20-98
14mi-Swr.Xng



- CITY COUNCIL**
 Mayor
 Kathleen S. McLallen
 Mayor Pro Tem
 Hugh D. Crawford
 Craig M. DeRoche
 Edward G. Kramer
 Laura J. Lorenzo
 Kathleen M. Mutch
 Robert D. Schmid
 City Manager
 Edward F. Krievall
 City Clerk
 Tonni L. Bartholomew



U.S. Department of Labor

Wage and Hour Division
230 South Dearborn Street
Room 562A
Chicago, Illinois 60604-1591
Telephone: (312) 353-5803
Fax: (312) 353-2539



SEP 9 1997

Mr. Wayne Roe
Administrator, Financial Services Division
Michigan Department of Transportation
425 West Ottawa
Lansing, Michigan 48933

SUBJECT: Request for Withholding of Davis-Bacon Related Acts (DBRA) Contract Funds

RE: Dan's Excavating Inc. - Prime Contractor
12955 23 Mile Road
Shelby Township, Michigan 48315

William J. Lang Land Clearing, Inc. - Subcontractor
2520 Glidden Road
Beaverton, Michigan 48612

Control Section/Job No.: DSTU 63192-20310A
Federal Project No.: DSTP 9663 (035)

Provide land clearing for the construction of
13 Mile Road, in the Township of Commerce
Oakland County, Michigan

Award Date: July 30, 1996
Value: \$592,418.96

Our File No.: 97-515-00057

Dear Mr. Roe:

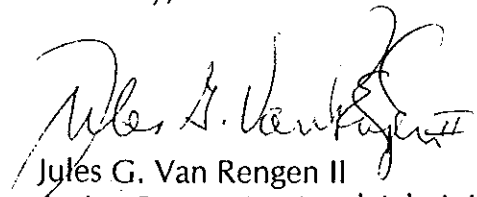
This is to serve notice that we are making an investigation of William J. Lang Land Clearing, Inc. under the provisions of the Davis-Bacon Related Acts (DBRA) and the Contract Work Hours and Safety Standards Act (CWHSSA).

It is our finding that to date \$18,776.48 are due to thirteen (13) employees. Of this amount, \$18,646.77 was computed under the provision of DBRA and \$129.71 was computed under the CWHSSA. Because of the overtime violations, \$300.00 were computed for liquidated damages.

In that we are considering further action in this case, I hereby respectfully request that you withhold payment on the aforementioned contract in the total amount of \$18,776.48. We would appreciate receiving a written response confirming the withholding action within thirty (30) days.

If you have any questions, you may contact William J. Smith, of my staff, at ~~(312) 353-5803~~ or the address shown on the first page.

Sincerely,


Jules G. Van Rengen II
Acting Deputy Regional Administrator
Wage and Hour Division

312-B
596-7221

cc: Virgil Klebba, Jr., Authorized Agent/Dan's Excavating, Inc.
William J. Lang, President/William J. Lang Land Clearing, Inc.
Kraig M. Schutter, Attorney/Masud, Gilbert & Patterson, P.C.
Donald H. Scharg, Attorney/The Fishman Group
James R. Smith, District Director/Michigan DO



DEC 20 2012

Ms. Sue Powers
Michigan Department of Transportation
P O Box 30050
Lansing, MI 48909

SUBJECT: Request for the Transfer of Withheld Contract Funds—Withheld under the provisions of the Davis-Bacon and Related Acts (DBRA)

RE: William J. Lang Land Clearing, Inc.
2520 Glidden Road
Beaverton, MI 48612

Case ID No(s): 332252; 332253; 332254; 332256; 332257; 332258

Dear Ms. Powers:

This is in reference to the attached DECISION AND ORDER ON REMAND BASED ON JOINT STIPULATIONS BY THE PARTIES dated 19 October 2012. The ORDER stipulates any and all such funds withheld by the Michigan Department of Transportation shall be released to the Wage and Hour Division, U.S. Department of Labor and credited to the amount owed by the Respondent, which is \$106,897.78.

It is our understanding that **\$84,095.41** is being withheld on the following contracts:

Prime Contractor	Contract #	Withheld Amount
Dan's Excavating	DSTU 63192-20310A	\$18,776.48
John Carlo, Inc.	NH50022-28460A & NH50111-28461A	\$5,598.76
Zito Construction	DPI 25032-41128A	\$3,291.81
Peters Construction Co.	HSG 39405-39547A	\$2,578.30
Kammainga & Roodvoets, Inc.	33061-38015A	\$48,881.48
John Carlo, Inc.	NH50022-05675A & 36949A NHI63172-36950A	\$4,968.58

Per the ORDER and upon receipt of funds, the Wage and Hour Division of the USDOL will distribute and disburse the monies to employees. In view of the above, I hereby respectfully request that you prepare a check (please write the case number **332252** on the check) in the amount of **\$84,095.41**, made payable to "Wage and Hour Division,


Labor" and mail to the following address:

**U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION CMP
P.O. BOX 2638
CHICAGO, IL 60690-2638**

Please inform this office in writing and/or via email when the transfer of funds is accomplished.

If you have any questions, please contact Steve Hill at (312) 596-7220 or hill.steven@dol.gov.

Sincerely,



Karen R. Chaikin
Regional Administrator
Wage and Hour Division

Enclosure:

cc: Timolin Mitchell, District Director, Detroit District Office
William J. Lang, President William J Lang Land Clearing
Raymond Bingaman, Jr. President, Peters Construction Co.
Daniel Zito, Vice President, Zito Construction Co.
Richard Steigenga, President, Kamminga & Roodvoets, Inc.
Michael Donohoe, Vice President, John Carlo, Inc.
Virgil Klebba, Jr., Authorized Agent for Dan's Excavating, Inc.

RECEIVED OCT 24 2012 MIDWEST



U.S. Department of Labor

Office of Administrative Law Judges
36 E. 7th St., Suite 2525
Cincinnati, Ohio 45202

(513) 684-3252
(513) 684-6108 (FAX)

Issue Date: 19 October 2012

Case Nos. 1998-DBA-00001
Through 1998-DBA-00006

In the matter of:
Disputes concerning the payment of
Prevailing wage rates and overtime by:

WILLIAM J. LANG LAND CLEARING, INC.¹

**DECISION AND ORDER ON REMAND BASED
ON JOINT STIPULATIONS BY THE PARTIES**

This matter was assigned to me as a consequence of an Order of Remand from the Administrative Review Board dated November 20, 2008. The procedural history of the matter was set forth in the Board's Order of Remand and will not be repeated here. Suffice it to note, the matter has been thoroughly litigated before this Office, the Board, the United States District Court for the Eastern District of Michigan, and the Sixth Circuit. The latter affirmed the Board's Final Decision and Order in all respects. However, the Acting Administrator filed with the Board a Motion for Remand of Proceedings to an Administrative Law Judge in order that specific findings be made regarding the back wages for three of the Respondent's violations of the Davis-Bacon Act. The remand was specifically limited to the "calculation of back wages for the remaining three violations."

On June 1, 2012, I issued an Order advising the parties that I construed the scope of the Board's Order of Remand as strictly a matter of calculation as all other issues had been finally and fully litigated before the administrative bodies and courts previously identified. Therefore, in the interest of expeditiously resolving the amount of back wages being owed, the parties were ordered to confer and attempt to arrive at amounts mutually agreeable to the parties; to identify the methodology employed in arriving at the amounts, and to prepare and submit a Joint Appendix containing that portion of the record that supports the amounts determined.

Commendably, the parties were able to reach agreement and submitted their "Final Joint Stipulation and Submission on Back Pay Pursuant to the Administrative Review Board's Order of Remand" on October 15, 2012. That document is marked as Administrative Law Judge Exhibit 1 on Remand, and hereby made part of the record in this case.

¹ I have used the short form of the caption of this case adopted by the Board for ease of reference and citation.

ISSUES

In their Final Joint Stipulation, the parties agreed and identified the following three issues for determination:

1. The additional back-wage amounts owed to employees for work performed at the Power Equipment Operators Group 1 Wage Determination Classification rather than at the Power Equipment Operators Group IV Classification under which Respondent paid its employees;

2. The additional back-wage amounts owed to employees based upon Respondent's improperly taking credit for meals and lodging costs that Respondent provided to employees when they worked outside their daily home commuting area toward its fringe benefit requirement; and

3. The additional fringe benefit amounts owed to employees based on Respondent's taking an improper credit toward its fringe benefit requirement by averaging its health-insurance costs on an annual basis.

STIPULATIONS

To resolve these issues, the parties have stipulated that the calculations completed by the Wage and Hour Investigator, Susan Blick, "reflect fully and completely the amounts owed to Respondent's employees by contract and assigned case number...and are consistent with the findings and conclusion reached by the Administrative Review Board." (ALJX 1 on Remand at 4-5).

The parties further stipulated that the calculations by Ms. Blick are correct as they appear in the record at Administrator's Exhibit No. 18, Summary of Back Wages and Wage Transcription and Computation Sheets. Pursuant to my Order, the parties have included in their Appendix to their Final Joint Stipulation a copy of Administrator's Exhibit 18 with inclusive subparts 18(a) through (f).

Further, the parties have stipulated that "Administrator's Exhibit 18, Summary of Back Wages and Wage Transcription and Computation Sheets with inclusive subparts 18(a) through 18(f) "represents the prevailing back wages, fringe benefits and overtime in the amount of \$106,897.78 owed by the Respondent to its 23 employees in this matter."

The parties also stipulated that the Administrator has requested funds be withheld by the contracting agency, the Michigan Department of Transportation (MDOT) from the contracts for which the Respondent performed work as a subcontractor.

The undersigned accepts the stipulation of the parties.

ORDER

Pursuant to the stipulations and terms agreed to by the parties, and to comply with the Board's Order of Remand dated November 20, 2008, **IT IS HEREBY ORDERED** that:

1. The Respondent shall pay the total of \$106,897.78 to 23 employees, which represents the amount of prevailing wages, fringe benefits, and overtime amounts owed by the Respondent in this matter.
2. Any and all such funds withheld by the Michigan Department of Transportation at the request of the Administrator shall be released and credited toward the amount of the prevailing back wages, fringe benefits, and overtime amounts owed by the Respondent, which is \$106,897.78.
3. Once released and credited to the Respondent, the Respondent shall forward to the Administrator a certified or cashier's check for the remaining gross amount due no later than ten (10) days from the date the Respondent is notified by the Administrator's representative of the deficiency amount. The payment shall be sent to the Administrator to the following address:

Office of the Solicitor
United States Department of Labor
230 South Dearborn Street, Suite 844
Chicago, Illinois 60604

4. The Administrator shall distribute and disburse the back wages required to be paid by the Respondent to Respondent's employees in the amount of \$106,897.78, and will deduct from the gross back-wage amounts the employee's share of FICA, Medicare, and federal withholding taxes, while the Respondent shall be responsible for the employer's share of FICA, Medicare, and other required federal and state tax obligations not otherwise named herein.
5. Any amounts of unpaid compensation not so paid within a period of three (3) years from the date of receipt because of inability to locate the proper persons or because of their refusal to accept it, shall be covered into the Treasury of the United States as miscellaneous receipts.
6. Nothing in this Order relieves Respondent or any of the applicable prime contractors identified in the full caption of this matter as it appears on the parties Joint Stipulation (ALJX 1 on Remand) from liability for any prevailing back-wage, fringe-benefit, and

overtime-amount deficiencies in this matter consistent with the requirements of the Davis-Bacon and related acts and the applicable regulations or compliance with the terms and conditions of any Order entered in this matter.



Digitally signed by John P. Sellers III
DN: CN=John P. Sellers III,
OU=Administrative Law Judges, O=Office
of Administrative Law Judges,
L=Cincinnati, S=OH, C=US
Location: Cincinnati OH

John Paul Sellers, III
Administrative Law Judge

NOTICE OF APPEAL RIGHTS: To appeal, you must file a Petition for Review (“Petition”) that is received by the Administrative Review Board (“Board”) within forty (40) days of the date of issuance of the administrative law judge’s decision. *See* 29 C.F.R. § 6.34. The Board’s address is: Administrative Review Board, U.S. Department of Labor, Suite S-5220, 200 Constitution Avenue, NW, Washington, DC 20210. The Petition must refer to the specific findings of fact, conclusions of law, or order at issue. *See* 29 C.F.R. § 6.34. Once an appeal is filed, all inquiries and correspondence should be directed to the Board.

When a Petition is timely filed with the Board, the administrative law judge’s decision is inoperative until the Board either (1) declines to review the administrative law judge’s decision, or (2) issues an order affirming the decision. *See* 29 C.F.R. § 6.33(b)(1).

At the time you file the Petition with the Board, you must serve it on the Chief Administrative Law Judge, U.S. Department of Labor, Office of Administrative Law Judges, 800 K Street, NW, Suite 400-North, Washington, DC 20001-8002. *See* 29 C.F.R. § 6.34.

SUMMARY OF OPEN PROJECTS WITH MDOT

<u>MDOT Number</u>	<u>Project Description</u>	<u>City Costs</u>	<u>Paid by City to MDOT</u>	<u>Estimated Amount Owed**</u>	<u>Notes</u>
020310A	13 Mile Meadowbrook to Haggerty	\$376,309.46	\$233,301.08	\$143,008.38	
036003A	I-275 and I-96 Interchange	\$31,077.66	\$31,077.66	\$0.00	
036958C	12 Mile Dixon to Meadowbrook	\$113,426.07	\$113,426.12	(\$0.05)	
037120B	Crescent Boulevard Extension	\$198,529.57	\$198,531.80	(\$2.23)	
038866A	Novi Road 12 Mile to 12-1/2 Mile	\$6,970.39	\$6,970.79	(\$0.40)	
040872A	Novi Road 12 Mile to 12-1/2 Mile	\$750,559.88	\$750,913.51	(\$353.63)	
047171A	I-96/696 Novi to Halsted	\$133,852.72	\$133,682.19	\$170.53	PO 91733 \$23,383 remains
048433A	Novi Road at Fonda Drive	\$25,844.48	\$26,272.91	(\$428.43)	
050521A	M-5 Ramp Work at I-96/696/275	\$4,080.89	\$4,110.39	(\$29.50)	
059291A	I-696 EB under M-5	\$32,192.94	\$31,845.63	\$347.31	PO 91733 \$23,383 remains
079790A	I-96 under Novi Road	\$9,951.88	\$9,768.42	\$183.46	PO 91733 \$23,383 remains
081109A	Meadowbrook Road over I-96	\$9,058.18	\$8,629.64	\$428.54	
081109D	Meadowbrook Road over I-96	\$2,833.81	\$0.00	\$2,833.81	
081379A	I-96 6 ramps at Novi Road	\$26,182.08	\$25,974.86	\$207.22	PO 91733 \$23,383 remains
084561A	I-96 EB over CSX RR	\$6,702.52	\$5,819.06	\$883.46	PO 91733 \$23,383 remains
088080A	M-5 Pathway 13 Mile to 14 Mile	\$22,668.70	\$22,586.35	\$82.35	
088947A	I-96 WB over CSX RR	\$182,965.27	\$181,208.81	\$1,756.46	PO 91733 \$23,383 remains
104162A	I-275 Pathway from I-696 to M-14	\$533.84	\$0.00	\$533.84	
106206	I-96 Area Study	\$100,000.00	\$100,000.00	\$0.00	
113649A	Meadowbrook at Nine Mile signal	\$41,395.98	\$27,580.75	\$13,815.23	PO 93448 \$12,815 remains
115932A	Nine Mile from Beck to Taft	\$237,075.31	\$231,424.34	\$5,650.97	PO 93531 \$8,197 remains

**Estimated Amount Owed is unaudited by MDOT and subject to change.

Prepared by: Brian Coburn 12/18/13



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

August 27, 2013

City of Novi
45175 W. Ten Mile
Novi, Michigan 48375

Attn.: Jessica L. Dorey

Dear Jessica,

In response to your request, attached is a financial activity report for the time period life-to-date through June 30, 2013 for open projects for the City of Novi. This report does not include jobs that have been financially closed; the local agency can provide you with a Final Accounting Worksheet for those projects.

If you have further questions or need additional information, please contact me at (517) 335-2372.

Sincerely,

A handwritten signature in black ink, appearing to read "Krista Walton".

Krista Walton, Supervisor
Project Accounting Unit



Job Phase Summary by Local Agency
Project Accounting and Billing System

Date: 09/27/2013

Page 1 of 2

Agency Name: Novi

To Date: 06/30/2013

Fed Item	Job/Phase ID	Agreement Number	Federal Expenditures	AC Expenditures	State and/or Other Local Expenditures	Local Expenditures	Local Revenue	Federal Revenue	Unearned Revenue
HH0915	020310A	0-	\$525,948.48	\$0.00	\$0.00	\$376,309.46	\$233,301.08	\$510,989.18	\$0.00
Location: 13MI RD @ MEADOWBRK-HAGGERTY, NOVI									
KK0201	036003A	-	\$6,560,233.50	\$0.00	\$697,837.18	\$31,077.66	\$31,077.66	\$6,557,430.00	\$0.00
Location: I275 @ I96(INTCHGS)									
	036958C	2094-1328	\$0.00	\$0.00	\$453,704.27	\$113,426.07	\$113,426.12	\$0.00	\$0.00
Location: 12 MI @ DIXON RD-MEADOWBROOK NVI									
	037120B	2096-5521	\$0.00	\$0.00	\$333,014.73	\$198,529.57	\$198,531.80	\$0.00	\$0.00
Location: CRESCENT BOULVARD @ GRAND RIVER TO 600FT N-NOVI									
	037120C	-	\$0.00	\$0.00	\$69,672.29	\$17,418.07	\$17,402.71	\$0.00	\$0.00
Location: CRESCENT BOULVARD @ GRAND RIVER TO 600FT N-NOVI									
	038866A	0-	\$0.00	\$0.00	\$27,881.57	\$6,970.39	\$6,970.79	\$0.00	\$0.00
Location: NOVI @ 12 MI-N/12 1/2 MI									
	040872A	0-	\$0.00	\$0.00	\$262,581.62	\$750,559.88	\$750,913.51	\$0.00	\$0.00
Location: NOVI RD @ 12 MILE-12 1/2 MI									
KK2001	047171A	2008-5312	\$16,493,257.99	\$0.00	\$1,698,732.31	\$133,852.75	\$133,682.19	\$16,493,257.99	\$0.00
Location: I-696 @ Novi Road easterly to Halsted Road									
RR2130	048433A	1999-5442	\$90,202.60	\$0.00	\$0.00	\$25,844.48	\$26,272.91	\$90,202.60	\$0.00
Location: Novi Road @ Fonda Drive									
KK0941	050521A	2000-5254	\$3,625,954.50	\$0.00	\$428,269.61	\$4,080.89	\$4,110.39	\$3,625,954.50	\$0.00
Location: M-5 @ 6 RAMP LOCATIONS: EB I-96 TO EB M-5, WB M-5 TO WB I-96, WB M-5 TO SB I-275, WB I-696 TO EB M-5, NB I-275 TO EB M-5, WB M-5 TO EB M-5									
KK1995	059291A	2008-5312	\$2,718,007.72	\$0.00	\$269,808.06	\$32,192.94	\$31,845.63	\$2,718,007.72	\$0.00
Location: I-696 @ S01-63101: I-696 EB under M-5, Novi S10-63191: I-275 under 10 Mile Rd, Farmington Hills									
KK1284	076051C	0-	\$69,571.59	\$0.00	\$6,958.33	\$771.81	\$771.81	\$69,571.55	\$0.00
Location: WB I-96 @ WB off ramp @ Novi Exit, Oakland County.									
RR6547	079790A	2008-5312	\$768,070.19	\$0.00	\$182,065.72	\$9,951.88	\$9,768.42	\$768,070.19	\$0.00
Location: I-96 @ S07-63022: I-96 under Novi Road									
KK1999	081109A	2008-5312	\$1,105,708.92	\$0.00	\$113,798.45	\$9,058.18	\$8,629.64	\$1,105,708.92	\$0.00
Location: I-96 @ S01-63191: Meadowbrook Road over I-96									
	081109C	2008-5312	\$0.00	\$0.00	\$36,963.31	\$2,938.71	\$0.00	\$0.00	\$0.00
Location: I-96 @ S01-63191: Meadowbrook Road over I-96									

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Job Phase Summary by Local Agency
Project Accounting and Billing System

Date: 9/27/2013

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Fed Item	Job/Phase ID	Agreement Number	Federal Expenditures	AC Expenditures	State and/or Other Local Expenditures	Local Expenditures	Local Revenue	Federal Revenue	Unearned Revenue
	081109D	0-	\$0.00	\$0.00	\$35,483.32	\$2,833.84	\$0.00	\$0.00	\$0.00
Location: I-96 @ S01-63191: Meadowbrook Road over I-96									
KK2008	081379A	2008-5312	\$2,149,642.30	\$0.00	\$212,667.21	\$26,182.08	\$25,974.86	\$2,149,642.30	\$0.00
Location: I-96 @ .6 Ramps at Novi Road									
KK2007	084561A	2008-5312	\$541,655.22	\$0.00	\$53,481.42	\$6,702.52	\$5,819.06	\$541,655.22	\$0.00
Location: I-96 @ Ramp from M-5 to Novi Road Exit off I-96WB, City of Novi, Oakland County.									
RR6929	088080A	2009-5331	\$805,999.90	\$0.00	\$180,518.63	\$22,668.70	\$22,586.35	\$805,999.90	\$0.00
Location: M-5 @ M-5, from 13 Mile to 14 Mile in Oakland County, Metro Region									
KK2000	088947A	2008-5312	\$15,038,726.14	\$0.00	\$1,488,004.65	\$182,965.27	\$181,208.81	\$15,038,726.14	\$0.00
Location: I-96 @ R02-3 of 63022: I-96 EB over CSX RR R02-4 of 63022: I-96 WB over CSX RR									
HH6041	104162A	2009-5471	\$326,481.35	\$0.00	\$71,862.52	\$533.84	\$0.00	\$326,450.63	\$0.00
Location: I-275 @ Non-motorized path in road right of way from JCT I-696 to M-14									
RR7013	106206	2009-5215	\$152,469.30	\$0.00	\$0.00	\$100,000.00	\$100,000.00	\$150,000.00	\$0.00
Location: Oakland County @ Novi/Wixom Area; I-96, I-696, I-275 and associated surface roads									
JJ3614	106765A	2009-5516	\$340,000.00	\$0.00	\$0.00	\$29,245.28	\$28,972.59	\$340,000.00	\$0.00
Location: Nine Mile Road @ from Meadowbrook Road to Haggerty Road									
RR7968	113649A	2012-5085	\$112,544.95	\$0.00	\$0.00	\$41,395.98	\$27,570.75	\$112,544.95	\$0.00
Location: Meadowbrook Road @ at Nine Mile Road, in the City of Novi, Oakland County.									
HH7930	115932A	2012-5215	\$378,703.46	\$0.00	\$0.00	\$237,075.31	\$231,424.34	\$378,703.46	\$0.00
Location: W. Nine Mile Road @ from Beck Road to Taft Road, city of Novi, Oakland County.									

LOSET PERMDOT

This report is used for project maintenance & tracking of expenditures and revenues on local projects or trunkline projects with local participation, and used to verify amounts for finaling purposes.

Source for Act 51 reports submitted to MDOT.

<<----- USER Criteria ----->>

Local Agency Type N Local Agency Seq # 369
Start Date End Date 06-30-2013 Finals Included N

<<----- USER Filter ----->>

No Filter