



**CITY of NOVI CITY COUNCIL**

**Agenda Item D  
August 25, 2008**

**SUBJECT: Approval of the 2008-2009 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on County-owned roads within Novi's jurisdiction.**

**SUBMITTING DEPARTMENT:** Public Works 

**CITY MANAGER APPROVAL** 

<b>EXPENDITURE REQUIRED</b>	<b>Estimated \$111,160 (\$93,390.00 offset by contract revenue)</b>
<b>AMOUNT BUDGETED</b>	<b>\$111,160</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-868.500</b>

**BACKGROUND INFORMATION:**

The following five County roads within Novi's jurisdiction are included in the 2008-2009 Winter Maintenance Agreement.

<b>Road</b>	<b>From</b>	<b>To</b>	<b>Total Miles</b>	<b>County Reimbursement</b>
Beck	Grand River Ave.	Twelve Mile	0.44	\$ 2,504.65
Grand River Ave.	Haggerty	Twelve Mile	5.27	\$ 29,998.84
Novi	Eight Mile	Twelve Mile	3.96	\$ 15,818.99
Ten Mile	Haggerty	Napier	6.1	\$ 24,762.00
Twelve Mile	Beck	Haggerty	4.06	\$ 20,305.53
<b>Total</b>			<b>19.83</b>	<b>\$ 93,390.00</b>

The City will be responsible for snow and ice control on these roads as agreed upon by the Road Commission for Oakland County and City of Novi Officials. This Agreement will become effective October 1, 2008.

The City's reimbursement will occur in two increments; 35% (\$32,686.50) in December 2008, and 65 % (\$60,703.50) in March 2009. Reimbursement money is based upon percentage increases (Act 51 gas tax revenues) which are supplied by the State of Michigan.

**RECOMMENDED ACTION: Approval of the 2008-2009 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on county-owned roads within Novi's jurisdiction.**

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Capello</b>				
<b>Council Member Crawford</b>				
<b>Council Member Gatt</b>				

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

July 22, 2008



QUALITY LIFE THROUGH GOOD ROADS:  
ROAD COMMISSION FOR OAKLAND COUNTY  
"WE CARE"

Mr. Benny McCustker  
Public Service Director  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

RE: 2008-2009 Winter Maintenance Agreement

Dear Mr. McCustker:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Novi.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please note that the insurance provisions in Section V have been updated to include the Road Commission's current standard insurance requirements (see Exhibit C). If you have any comments on these provisions, you may contact Thomas Reiss, Legal Counsel, at 248-645-2000. Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in anyway to provide our citizens with the best road system possible.

Sincerely,

A handwritten signature in dark ink, appearing to read "Darryl M. Heid".

Darryl M. Heid, P.E.  
Director of Highway Maintenance

/sll

Attachment

**Board of Road Commissioners**

**Larry P. Crake**  
Chairman

**Richard G. Skarritt**  
Vice-Chairman

**Eric S. Wilson**  
Commissioner

**Brent O. Bair**  
Managing Director

**Dennis M. Kolar**  
Deputy Managing Director  
County Highway Engineer

**Highway Maintenance  
Department**

2420 Pontiac Lk. Rd.  
Waterford, MI  
48328

248-858-4881

FAX  
248-858-7607

TDD  
248-858-8005

[www.rcocweb.org](http://www.rcocweb.org)

# WINTER MAINTENANCE AGREEMENT

Under 1951 PA 51, As Amended

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate, hereinafter referred to as the "BOARD", and the City of Novi, Oakland County Michigan, a Municipal Corporation hereinafter referred to as the "CITY", witnesseth as follows to-wit:

Certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City.

The City hereby agrees to be responsible for the winter maintenance of said roads under the terms of this Agreement and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement.

The "Winter Maintenance" included in the terms of this Agreement shall be such as is defined in Section I of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

## I

Winter Maintenance, as herein required to be performed by City, shall include the following minimum requirements:

SNOW AND ICE CONTROL: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel. Ice Control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel.

## II

City agrees to keep said roads in such conditions as to be reasonably safe and convenient for public travel, in accordance with MCL 224.21.

City agrees to hold harmless, represent, defend and indemnify the Board, its officials and employees from any and all claims and suits arising out of the performance or non-performance of the activities which are the subject matter of this Agreement.

## III

In consideration of the assumption of Winter Maintenance by the City, the Board agrees to pay to the City the sum of \$93,390.00, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance.

Payments are to be made by the Board to the City as follows:

35% in December 2008  
65% in March 2009

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

#### IV

The performance of Winter Maintenance by the City shall be in accordance with Sections I and II of the Road Commission for Oakland County Winter Maintenance Guidelines 2008/2009. If the Board determines to revise sections I and II, the revised sections shall govern, provided that the Board provides a copy of such revised sections to the City of Novi Director of Public Services. Should any dispute arise as to the character or extent of Winter Maintenance or to City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the Director of Public Works and a third person to be chosen by them for settlement thereof.

#### V

The City shall acquire and maintain, during the term of the Agreement, statutory Worker's Compensation Insurance, automobile and comprehensive general liability insurance coverage as described in Exhibit C attached hereto covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Certificates of insurance for each policy providing for 30 days notice of cancellation, termination or material change shall be provided to the Board, and are attached as Exhibit D.

#### VI

The City further agrees to comply with all relevant laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

#### VII

In accordance with 1976 PA 453, as amended, and 1976 PA 220, as amended, the City covenants not to 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 race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of the particular job or position and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement.

#### VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2008, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2009, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty days prior to the date of termination.

This Agreement is executed by the Board at its meeting of \_\_\_\_\_,  
and by the City by authority of a resolution of its governing body, adopted  
\_\_\_\_\_,  
(copy attached as Exhibit B).

Witnesses:

CITY OF NOVI  
A Municipal Corporation

\_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

Witnesses:

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

\_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

WINTER MAINTENANCE  
2008 - 2009

CITY OF NOVI

EXHIBIT A

Beck Road

Extending from Grand River Avenue to  
Twelve Mile Road 0.44 miles at \$5,692.38 per mile \$2,504.65

Grand River Avenue

Extending from Haggerty to Twelve Mile Road  
5.27 miles at \$5,692.38 per mile \$29,998.84

Novi Road

Extending from Eight Mile Road to Twelve Mile Road  
2.61 miles at \$3,252.78 per mile \$ 8,489.76  
0.33 miles at \$4,615.14 per mile \$ 1,523.00  
1.02 miles at \$5,692.38 per mile \$ 5,806.23  
TOTAL \$15,818.99

Ten Mile Road

Extending from Haggerty Road to Napier Road  
3.05 miles at \$3,252.78 per mile \$ 9,920.98  
2.34 miles at \$4,615.14 per mile \$10,799.43  
0.71 miles at \$5,692.38 per mile \$ 4,041.59  
TOTAL \$24,762.00

12 Mile Road

Extending from Beck Road to Haggerty Highway  
1.15 miles at \$3,252.78 per mile \$ 3,740.70  
2.91 miles at \$5,692.38 per mile \$16,564.83  
TOTAL \$20,305.53

TOTAL \$93,390.00

CITY OF NOVI  
EXHIBIT A  
(Continued)

TWO LANES

(\$3,252.78 per mile)

2.61 miles	\$ 8,489.76
3.05 miles	\$ 9,920.98
<u>1.15 miles</u>	<u>\$ 3,740.70</u>
6.81 miles	\$22,151.44

THREE LANES

(\$4,615.14 per mile)

0.33 miles	\$ 1,523.00
<u>2.34 miles</u>	<u>\$10,799.43</u>
2.67 miles	\$12,322.43

FOUR OR FIVE LANES

(\$5,692.38 per mile)

0.44 miles	\$ 2,504.65
5.27 miles	\$29,998.84
1.02 miles	\$ 5,806.23
0.71 miles	\$ 4,041.59
<u>2.91 miles</u>	<u>\$16,564.83</u>
10.35 miles	\$58,916.14

TOTAL

19.83 miles \$93,390.00

35% in December, 2008	\$32,686.50
65% in March, 2009	<u>\$60,703.50</u>
Total	\$93,390.00





michigan municipal league

**Michigan Municipal League  
Workers' Compensation Fund**

**CERTIFICATE OF MEMBERSHIP**

The Michigan Municipal League Workers' Compensation Fund, approved by the Director  
of the Workers' Compensation Agency as a group self-insured,  
certifies that

**Novi, City Of**

is a member in good standing of the Fund,  
for the year expiring

**July 1, 2009**

and as such is approved by the Agency as a self-insurer.  
Employer's Liability coverage of

**\$500,000**

is included.

*Michael J. Forster*

**July 1, 2008**

Effective Date

JUL 07 2008

CITY OF NOVI

**NOTE:** This certificate is proof that your entity has complied with The Workers' Compensation Agency by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.

## EXHIBIT C

### LIABILITY AND INSURANCE REQUIREMENTS

The Consultant, prior to beginning work, shall file with the Road commission for Oakland County copies of completed certificates of insurance, as evidence that he carries adequate insurance, satisfactory to the ROAD COMMISSION. Insurance coverage shall be provided in accordance with the following.

- a. Workers Compensation Insurance – To provide protection for the Consultant's employees, to the statutory limits of the State of Michigan and \$100,000 employer's liability. The indemnification obligation under this section, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the consultant under worker's disability compensation coverage established by law.
- b. Bodily Injury and Property Damage – To afford protection against all claims for damages to public or private property and injuries to persons arising out of and during the progress and to the completion of the work and with respect to product and completed operation for one year, after completion of the work.

1. Bodily Injury and Property Damage Other Than Automobile ( Comprehensive General Liability including contractual liability coverage) – The minimum limits of property damage and bodily injury liability covering each contract shall be:

Single Limit: Bodily Injury and Property Damage Liability:

Each Occurrence:	\$2,000,000
Aggregate:	\$2,000,000

2. Bodily Injury Liability and Property Damage Automobiles (Comprehensive Auto Liability) – the minimum limits of bodily injury liability and property damage liability shall be:

Single Limit: Bodily Injury and Property Damage Liability:

Each Occurrence:	\$2,000,000
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Such insurance shall include coverage for all owned, hired and non-owned vehicles.

- c. Professional Liability (Errors and Omissions) – To afford professional liability protection against all claims arising out of the work. The minimum limits of professional liability shall be \$2,000,000. However, policies are subject to review by the Road Commission prior to beginning work.
- d. Excess and Umbrella Insurance – The consultant may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet specified minimum limits of liability.
- e. Notice – The Consultant shall not cancel, reduce or non-renew the coverage of any Insurance required by this Section without providing 30 days prior written notice to the Road Commission for Oakland County. All such insurance must include an endorsement whereby the insurer shall agree to notify the Road commission for Oakland County immediately of any reduction by the Consultant. The Consultant shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the Consultant cannot secure the required insurance within 30 days, the Board reserves its right to terminate the contract.
- f. Reports – The Consultant or his insurance carrier shall report all claims received, claims Investigations made and disposition of claims to the County Highway Engineer.