



# CITY of NOVI CITY COUNCIL

## Agenda Item 5 September 24, 2018

**SUBJECT:** Approval of the 2018-2019 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping on selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

**SUBMITTING DEPARTMENT:** Department of Public Works, Field Operations Division

**CITY MANAGER APPROVAL:** 

|                               |  |
|-------------------------------|--|
| <b>EXPENDITURE REQUIRED</b>   | Estimated \$15,000 (to be offset by \$13,602.80 in revenue reimbursement from RCOC)                        |
| <b>AMOUNT BUDGETED</b>        | \$15,000   |
| <b>APPROPRIATION REQUIRED</b> | N/A  |
| <b>LINE ITEM NUMBER</b>       | 204-204.00-866.048 Routine Maintenance-Street Sweeping<br>204-000.00-665.030 Trunkline Maintenance Revenue |

### BACKGROUND INFORMATION:

Over the past several summer seasons, the Department of Public Works has demonstrated the ability to provide motorists with high levels of roadway maintenance service. Each season, DPW crews sweep debris from City maintained major roadways, and neighborhood streets, as well as select County roads inside City limits. Accordingly, the City utilizes a general maintenance permit with the Road Commission for Oakland County (RCOC) to provide these enhanced summer maintenance services. For the 2018-2019 season, the RCOC provided an agreement specific to street sweeping services only. The agreement requires the following County roads, within and surrounding Novi, be swept by DPW twice annually. These roads, as indicated in the attached 2018-2019 Summer Maintenance Agreement are:

| Road               | From               | To               | Total Centerline Miles | County Reimbursement to Novi for Each Sweeping Occurrence |
|--------------------|--------------------|------------------|------------------------|---|
| Pontiac Trail      | West Park Drive    | Beck Road        | 1.23                   | \$190.65  |
| Beck Road          | Grand River Avenue | 12 Mile Road     | 1.21                   | \$187.55  |
| Grand River Avenue | Wixom Road         | Haggerty         | 9.03                   | \$1,399.65  |
| Ten Mile Road      | Napier Road        | Haggerty Highway | 2.89                   | \$447.95  |
| Novi Road          | 8 Mile Road        | 12 Mile Road     | 5.74                   | \$889.70  |
| Haggerty Highway   | 14 Mile Road       | 8 Mile Road      | 5.91                   | \$916.05  |
| 12 Mile Road       | Grand River Avenue | Haggerty Highway | 12.04                  | \$1,866.20  |
| 8 Mile Road        | Napier Road        | Taft Road        | 2.31                   | \$358.05  |
| 14 Mile Road       | Beck Road          | West Park Drive  | 0.89                   | \$137.95  |

|             |              |              |              |                   |
|-------------|--------------|--------------|--------------|-------------------|
| Napier Road | 12 Mile Road | 8 Mile Road  | 0.88         | \$136.40          |
| Roundabout  | Napier Road  | 10 Mile Road | 1.68         | \$260.40          |
| Brickscape  | 8 Mile Road  | Terminus     | 0.03         | \$4.65            |
| Baseline    | 8 Mile Road  | Terminus     | 0.04         | \$6.20            |
|             |              | <b>Total</b> | <b>43.88</b> | <b>\$6,801.40</b> |

The City would be responsible for street sweeping services on these roads as agreed upon by the RCOC and the City of Novi, and this agreement would become effective upon the start of the 2018-2019 season.

To offset costs of performing street sweeping services on County roadways the City will receive reimbursement in two increments: 65% (\$8,841.82) in September 2018, and 35% (\$4,760.98) upon completion of the activity (\$6,801.40/sweeping X 2 occurrences, equals \$13,602.80 total). Reimbursement funding is based on a pro-rated amount of Act 51 gas tax revenue the RCOC receives from the State of Michigan, and will be paid to the City in full as part of the agreement.

**RECOMMENDED ACTION:** Approval of the 2018-2019 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping on selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

ELIZABETH KUDLA SAARELA  
esaarela@rsjlaw.com

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Farmington Hills, Michigan 48331  
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www.rsjlaw.com



June 6, 2018

Matt Wiktorowski, Senior Manager  
Field Operations Division  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, Michigan 48375

**Re: 2018 Summer Maintenance Agreement with Road Commission for Oakland County**

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2018 Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City sweeping County roads within the City. The format and terms of the Agreement are similar to the 2017-2018 Winter Road Maintenance Agreement with RCOC, particularly with respect to liability and insurance requirements. There are minor differences under the Summer Road Maintenance Agreement, as follows:

- The City is required to keep, and RCOC has the right to audit the City's records regarding the required maintenance;
- The liability to the City under the Winter Maintenance was generally broader. The Summer Maintenance Agreement acknowledges that the City is only accepting liability with respect to road maintenance as it relates to road sweeping; and
- The City is required to use the federal "E-verify" system to verify the work authorization status of all newly hired employees.

Subject to approval of all insurance requirements by the City's insurer, we see no legal impediment to the City's approval and execution of the 2017-2018 Summer Road Maintenance Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Matt Wiktorowski, Senior Manager  
Field Operations Division  
City of Novi  
June 6, 2018  
Page 2

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)  
Jeffrey Hertzeg, Public Services Director (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



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

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Gregory C. Jamian**  
Commissioner

**Eric S. Wilson**  
Commissioner

**Dennis G. Kolar, P.E.**  
Managing Director

**Gary Plotrowicz, P.E., P.T.O.E.**  
Deputy Managing Director  
County Highway Engineer

**Highway Maintenance  
Department**

**2420 Pontiac Lake Road  
Waterford, MI  
48328**

**248-856-4881**

**FAX  
248-866-7607**

**www.rcocweb.org**

May 16, 2018

Mr. Matt Wiktorowski  
Public Service, Field Operations  
City of Novi  
45175 W. Ten Mile Road  
Novi MI 48375-3024

RE: 2018-2019 Summer Maintenance Agreement

Dear Mr. Wiktorowski:

Attached are two copies of a Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Novi for sweeping on Pontiac Trail, Beck Rd., Grand River Ave., 10 Mile Rd., Novi Rd., Haggerty Hwy., 12 Mile Rd., 8 Mile Rd., 14 Mile Rd., Napier Rd., Napier/10 Mile Roundabout, Brickscape and Baseline within the city limits. The frequency of the sweeping activity for this year is 2 sweepings.

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2018, and invoice for the remaining 35% upon completion of the last maintenance activity.

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

Please submit your proof of liability insurance that covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. As your current Certificate of Membership in the Michigan Municipal Workers Compensation Fund will expire in June, I would appreciate it if you would forward a new certificate at that time. If there are any changes in the coverage during the term of this agreement, we must be notified of these changes.

The Board of County Road Commissioners and I extend our appreciation to you, the City Council and your road employees, for the fine work that has been done regarding past agreements, and we want to continue to cooperate with you in any way that we can.

Also, please note that the prices in Exhibit A are reflective of our current bids. If you have any questions, please call.

Sincerely,

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

DMH/dr

attachments

2018 SUMMER MAINTENANCE AGREEMENT  
CITY OF NOVI

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the "Board and as the "Road Commission for Oakland County") and the City of Novi, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, 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; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

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

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain 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. "Summer Maintenance," herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board's minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$13,602.80**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2018  
35% upon completion of the last Summer Maintenance activity

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

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to

keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and any and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

#### V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, 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, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

#### VI

The City further agrees to comply with all applicable laws and regulations, including 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 Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the Contractor 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 disability 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. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

Contractor shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of Contractor to so comply with the Federal E-Verify Program.

IX

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 Summer Maintenance activities will be executed annually by the parties hereto.

The terms and conditions of this Agreement shall become effective as of July 15, 2018, and shall continue in full force and effect until a subsequent Summer 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 Summer Maintenance agreement has not been executed by the parties hereto on or before October 1, 2018, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) 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 D).

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: \_\_\_\_\_



**EXHIBIT A**

**2018 SUMMER MAINTENANCE AGREEMENT**

**CITY OF NOVI**

CURB SWEEPING

Primary Roads

**Pontiac Trail** Miles           
West Park Dr. to just west of Beck Rd (Border includes Commerce side) 1.23

**Beck Rd**  
Grand River Ave. to 12 Mile Rd. (Border includes Wixom side) 1.21

**Grand River Ave**  
Wixom Rd to Haggerty Rd. 9.03

**10 Mile Rd**  
Napier Rd to Haggerty Hwy. 2.89

**Novi Rd**  
8 Mile Rd to 12 Mile Rd. 5.74

**Haggerty Hwy**  
14 Mile Rd to 8 Mile Rd. (Border includes Farmington side) 5.91

**12 Mile Rd**  
Grand River Ave to Haggerty Hwy (includes Median and section E/O Grand River) 12.04

**8 Mile Rd**  
Napier Rd to Taft Rd. (Border includes Northville) 2.31

**14 Mile Rd**  
Beck Rd to West Park Dr. (Border includes Commerce side) 0.89

**Napier Rd**  
12 Mile Rd to 8 Mile Rd. Border includes Lyon side but not Roundabout 0.88

**Napier/10 Mile Roundabout**  
Includes all legs and Lyon side 1.68

Local Roads

**Brickscape**  
North of 8 Mile Rd 0.03

**Baseline**  
Just South of 8 Mile Rd 0.04

**Total Miles 43.88**

Sweeping: 43.88 Curb Miles x \$155.00 = \$6,801.40 x 2 sweepings = \$13,602.80  
(Both directions, including medians and border roads)

**Total Contract \$13,602.80**

**EXHIBIT B**

**2018 SUMMER MAINTENANCE AGREEMENT**

**CITY OF NOVI**

**WORK TO BE PERFORMED:**

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, two (2) times, once between July 15<sup>th</sup> and August 15<sup>th</sup>, and once between September 15<sup>th</sup> and October 15<sup>th</sup>.
2. The City may at its own expense sweep more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

**EXHIBIT C**

**2018 SUMMER MAINTENANCE AGREEMENT**

**CITY OF NOVI**

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

Indemnification and Damage Liability

See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland ("Board"), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter's endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insureds. The City shall obtain and deliver to the Board notices of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker's compensation and employer's liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not "endeavor to") prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. **Workmen's Compensation Insurance:** The insurance shall provide protection for the City's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide 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 operations for one year after completion of the work.

|  |  |
|--|--|
| Bodily Injury Liability<br>Each Person:<br>\$1,000,000<br>Each Occurrence:<br>\$1,000,000<br>Aggregate:<br>\$2,000,000<br>-and-<br>Property Damage<br>Liability:<br>Each Occurrence:<br>\$250,000<br>Aggregate:<br>\$250,000 | Or: Single Limit: Bodily injury<br>and Property Damage<br>Each Occurrence: \$1,000,000<br>Aggregate: \$2,000,000 |
|--|--|

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability) The minimum limits of bodily injury liability and property damage liability shall be:

|   |  |
|---|--|
| Bodily Injury Liability<br>Each Person:<br>\$500,000<br>Each Occurrence:<br>\$1,000,000<br>-and-<br>Property Damage Liability:<br>Each Occurrence:<br><br>\$1,000,000 | Or: Single Limit: Bodily Injury<br>and Property Damage<br>Each Occurrence: \$2,000,000 |
|---|--|

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Board and all agencies specified by the Board, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit C is attached.

**CITY OF NOVI**

**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION**

**2018-2019 SUMMER MAINTENANCE AGREEMENT**

**CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

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

**WHEREAS;** the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform street sweeping operations on Pontiac Trail, Beck Road, Grand River Avenue, Ten Mile Road, Novi Road, Haggerty Road, Twelve Mile Road, Eight Mile Road, Fourteen Mile Road, Napier Road, Raundabout, Brickscape & Baseline.

**WHEREAS;** entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said street sweeping operations on the designated roadways within the City limits of Novi, and,

**WHEREAS;** the Road Commission for Oakland County will reimburse to the City of Novi a total of \$13,602.80 for maintaining 43.88 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for street sweeping operations on County roads within the City of Novi.

**NOW, THEREFORE, IT IS THEREFORE RESOLVED** that the Mayor and Council for the City authorize the execution of the 2018-2019 Summer Maintenance Agreement with the Road Commission for Oakland County.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Cortney Hanson, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018, and 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.

\_\_\_\_\_  
Cortney Hanson, City Clerk  
City of Novi