



**CITY OF NOVI CITY COUNCIL  
DECEMBER 16, 2019**

**SUBJECT:** Approval of a cost share agreement with the Road Commission for Oakland County for the installation and maintenance of traffic signal modernizations at the intersection of Thirteen Mile Road and Haggerty Road, in the amount of \$65,000.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

|                               |                           |
|-------------------------------|---------------------------|
| <b>EXPENDITURE REQUIRED</b>   | <b>\$ 65,000</b>          |
| <b>AMOUNT BUDGETED</b>        | <b>\$ 65,000</b>          |
| <b>APPROPRIATION REQUIRED</b> | <b>\$ 0</b>               |
| <b>LINE ITEM NUMBER</b>       | <b>204-204.00-863.108</b> |

**BACKGROUND INFORMATION:** The Road Commission for Oakland County (RCOC) is planning to modernize the traffic signal at the intersection of Thirteen Mile Road and Haggerty Road in 2020. The work will include replacing the left turn signal, ADA compliance upgrades, and countdown pedestrian signals.

The estimated construction cost of the intersection modernization is \$260,000. Per the attached cost share agreement, the RCOC will pay 50% of the total construction cost in the amount of \$130,000. The City of Farmington Hills and the City of Novi will each pay 50% of the remaining construction cost (25% of total), in the amount of \$65,000. The RCOC expects invoicing for the work to occur during fall 2020.

The City Attorney favorably reviewed the attached agreement (Beth Saarela, November 26, 2019).

**RECOMMENDED ACTION:** Approval of a cost share agreement with the Road Commission for Oakland County for the installation and maintenance of traffic signal modernizations at the intersection of Thirteen Mile Road and Haggerty Road, in the amount of \$65,000.



# Location Map



Map Author: Rebecca Runkel  
 Date: 11-25-19  
 Project: 13 Mile & Haggerty Signal Modernization  
 Version #: 1.0

**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.



Project Location

|    |    |    |    |    |    |
|----|----|----|----|----|----|
|    |    | 04 | 03 | 02 | 01 |
|    |    | 19 | 10 | 11 | 12 |
| 18 | 17 | 16 | 15 | 14 | 13 |
| 19 | 20 | 21 | 22 | 23 | 24 |
| 30 | 29 | 28 | 27 | 26 | 25 |
| 31 | 32 | 33 | 34 | 35 | 36 |



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

0 40 80 160 240  
 Feet

1 inch = 230 feet





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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

November 26, 2019

Rebecca Runkel, Staff Engineer  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Thirteen Mile and Haggerty – Traffic Signal Modernization and Maintenance – Cost Sharing Agreement**

Dear Ms. Runkel:

We have received and reviewed the Cost Participation Agreement prepared by the Board of County Road Commissioners (Board) for the traffic signal improvements to be installed at the Thirteen Mile and Haggerty Road intersection.

The total project cost is expected to be \$260,000.00. The funding is to be shared by the City of Novi, the City of Farmington Hills, and the Board of County Road Commissioners on the basis set forth in the Agreement. Any excess amounts will be paid by the City if no additional Tri-Party Program funds are available.

The Agreement is provided for the limited purpose of setting forth how the project costs will be divided between the named parties. RCOC, as the owner of the roadway, is required to contract separately for completion of the project and will be reimbursed by the City of Novi and the City of Farmington Hills for their proportionate shares of the cost, on a monthly basis.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a light blue horizontal line.

Elizabeth Kudla Saarela

Rebecca Runkel, Engineering Technician  
City of Novi  
November 26, 2019  
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EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Megan Mikus, Deputy DPW Director (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**STATE OF MICHIGAN  
BOARD OF COUNTY ROAD COMMISSIONERS  
OAKLAND COUNTY  
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

**Type of Work:** Traffic Signal Modernization and Maintenance

**Location:** Thirteen Mile Road and Haggerty Road

**Signal No: 702  
Date Effective:**

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

**DIVISION OF COSTS**

| AGENCY                   | MODERNIZATION |                | MAINTENANCE<br>Percent |
|--------------------------|---------------|----------------|------------------------|
|                          | Percent       | Estimated Cost |                        |
| RCOC                     | 50 %          | \$ 130,000.00  | 50 %                   |
| City of Farmington Hills | 25 %          | \$ 65,000.00   | 25 %                   |
| City of Novi             | 25 %          | \$ 65,000.00   | 25 %                   |
| Total                    | 100 %         | \$ 260,000.00  | 100 %                  |

It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the cities of FARMINGTON HILLS and NOVI seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the cities of FARMINGTON HILLS and NOVI.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. All under-signed are the agencies responsible for the costs related to installation and maintenance pursuant to the division of costs stated above, and the RCOC will invoice the Cities of FARMINGTON HILLS and NOVI for the installation and maintenance costs pursuant to the division of costs stated above.

The cities of FARMINGTON HILLS and NOVI shall pay all RCOC invoices within 30 days of the date of the invoice.

Each party to this agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the agreement, as provided by this agreement or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this agreement.

In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the RCOC and by virtue of this agreement will be maintained by an agency other than the RCOC, then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this agreement.

This agreement is terminable on thirty days written notice by any party. The cities of FARMINGTON HILLS and NOVI shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:

**ROAD COMMISSION FOR OAKLAND COUNTY**

Date \_\_\_\_\_

By \_\_\_\_\_

Danielle Deneau, P.E.  
DIRECTOR OF TRAFFIC-SAFETY  
Title of Authorized Official

APPROVED:

**CITY OF FARMINGTON HILLS**

Date \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title of Authorized Official

APPROVED:

**CITY OF NOVI**

Date \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title of Authorized Official

\*Certified copy of resolution must be submitted with this form for new installations.