



CITY OF NOVI CITY COUNCIL
MARCH 28, 2022

SUBJECT: Approval of the 2022 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping 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

BACKGROUND INFORMATION:

Each season, DPW crews sweep debris from City-maintained major roadways, and neighborhood streets, as well as select County roads inside City limits. The City utilizes a general maintenance permit with the Road Commission for Oakland County (RCOC) to provide these enhanced maintenance services. For the 2022 season, the RCOC provided an agreement for street sweeping services. The agreement requires the following County roads be swept by DPW three times (1st: Apr 30-May 30; 2nd: July 30-Aug 30; 3rd: Oct 30-Nov 30).

Road	From	To	Total Curb Miles	County Reimbursement to Novi for Each Sweeping Occurrence
Pontiac Trail	West Park Drive	Beck Road	1.23	\$215.25
Beck Road	Grand River Avenue	12 Mile Road	1.21	\$211.75
Grand River Avenue	Wixom Road	Haggerty Road	9.03	\$1,580.25
Ten Mile Road	Napier Road	Haggerty Highway	2.89	\$505.75
Novi Road	8 Mile Road	12 Mile Road	5.74	\$1,004.50
Haggerty Highway	14 Mile Road	8 Mile Road	5.91	\$1,034.25
12 Mile Road	Grand River Avenue	Haggerty Highway	12.04	\$2,107.00
8 Mile Road	Napier Road	Taft Road	2.31	\$404.25
14 Mile Road	Beck Road	West Park Drive	0.89	\$155.75
Napier Road	12 Mile Road	8 Mile Road	0.88	\$154.00
Roundabout	Napier Road	10 Mile Road	1.68	\$294.00
Brickscape	8 Mile Road	Terminus	0.03	\$5.25
Baseline	8 Mile Road	Terminus	0.04	\$7.00
		Total	43.88	\$7,679.00

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 2022 season.

To offset costs of performing street sweeping services on County roadways, the City will receive reimbursement in two increments: 65% (\$14,974.05) in September 2021, and 35% (\$8,062.95) upon completion of the activity (\$7,679 X 3 sweeping occurrences; \$23,037 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. The City Attorney's favorable review of the agreement is attached (Beth Saarela, March 15, 2022).

RECOMMENDED ACTION: Approval of the 2022 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 15, 2022

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

Re: 2022 Summer Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2022 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 the same as the terms for the 2021 Winter Road Maintenance Agreement with RCOC.

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 2022 Summer Road Maintenance Agreement.

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 the typed name.

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Jeffrey Herczeg, Public Services Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosure)

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

2022 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, Roundabout, 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 \$23,037 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 2022 Summer Maintenance Agreement with the Road Commission for Oakland County.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

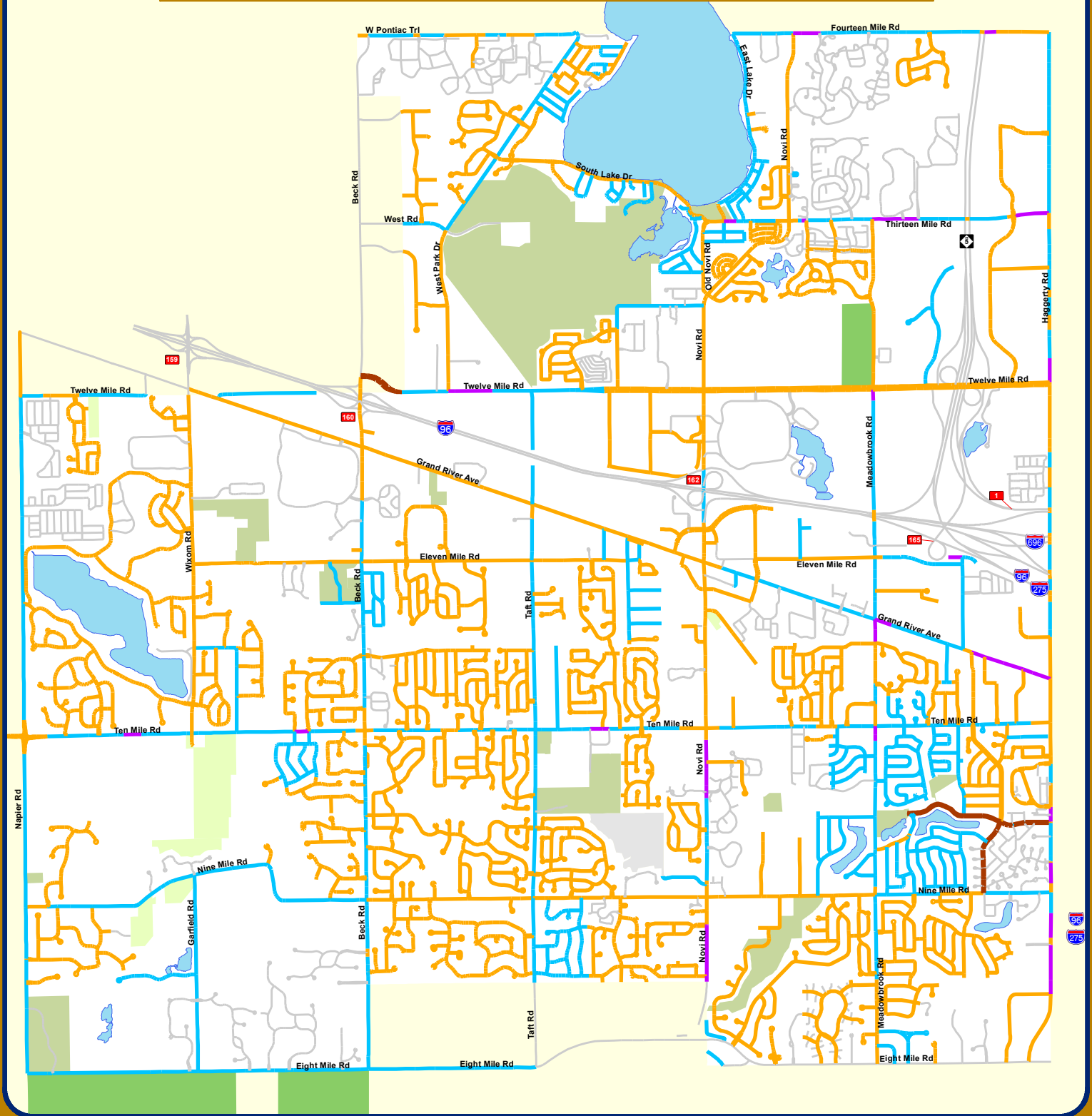
CERTIFICATION

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 _____, 2022, 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

Roadway Curb Status

Street Sweeping by DPW Field Operations Division



Map Author: Jon Gartha
 Date: February 14, 2022
 Project: Curb and Sweeping Status
 Version #: 2.1

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

Curb Status

- Curb One Side
- Curb Both Sides
- Median Curb Only
- No Curb
- Not Swept

	Curb Miles
Major Road	58.33
Minor Road	259.15
County Road	43.05



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





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

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

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

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

March 1, 2022

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

RE: 2022 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 3 sweepings.

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2022, 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/gg

attachments

2022 SUMMER MAINTENANCE AGREEMENT
CITY OF NOVI

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement (“Agreement”) is made this ____day of_____, 2022, 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 **\$23,037.00**, 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, 2022
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 April 1, 2022 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 November 30, 2022, 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 B

2022 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, three (3) times, once between April 30th and May 30th, once between July 30th and August 30th, and once between October 30th and November 30th.
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 A

2022 SUMMER MAINTENANCE AGREEMENT

CITY OF NOVI

CURB SWEEPING

Primary Roads

			<u>Miles</u>
Pontiac Trail:	West Park Dr. to just W/O Beck Rd	Border includes Commerce side	1.23
Beck Road:	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 & section E/O Grand River	12.04
8 Mile Rd.:	Napier Rd to Taft Rd	Border includes Northville (both sides)	2.31
14 Mile Rd.:	Haggerty to East Lake	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		<u>0.04</u>

TOTAL MILES 43.88

<u>Sweeping</u>	43.88 Curb Miles x \$175.00 = \$7,679 x 3 Sweepings: (Both directions, including medians and border roads)	\$23,037.00
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TOTAL CONTRACT \$23,037.00

EXHIBIT C

2022 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 insured. 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 Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
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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 Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
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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.