



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

Board of Road Commissioners

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Commissioner

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Commissioner

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Managing Director

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

Highway Maintenance
Department

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Waterford, MI 48328

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August 27, 2024

Mr. Wesley Sanchez
Village Manager
Village of Lake Orion
37 E. Flint Street
Lake Orion, Michigan 48362

RE: 2024-2025 Winter Maintenance Agreement

Dear Mr. Sanchez:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the Village of Lake Orion.

This 2024-2025 agreement has an increase of 3%, which increases the amount from \$5,661.05 to \$5,830.96.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your Village Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

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 Village Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

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

/ls
Attachment

2024-2025 WINTER MAINTENANCE AGREEMENT
VILLAGE OF LAKE ORION

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2024, 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 Village of Lake Orion, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "Village."

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 Village; and

WHEREAS, The Village desires to be responsible for certain winter 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 Village will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the Village, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the Village shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The Village shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit Village 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 assumption of Winter Maintenance by the Village, the Board hereby agrees to pay to the Village the sum of \$5,830.96 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the Village for Winter Maintenance. Payments are to be made by the Board to the Village as follows:

50% in December 2024

50% in March 2025

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

IV

The Village hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), 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, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply insofar as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in the highway design or condition and not related to the Winter Maintenance activities set forth 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 Village provide immunity to the Village as an agent of the County. Therefore, the Village falls within the governmental immunity protections of the County.

During that part of the year that the Village is providing Winter Maintenance under Section I, the Village agrees to promptly notify the Board as soon as possible, but not longer than 5 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 Winter Maintenance subject to this Agreement.

V

The Village shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the Village's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The Village further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. Village 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 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the Village and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this 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, 2024, 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, 2025, 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 Village by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:	VILLAGE OF LAKE ORION 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
2024-2025**

VILLAGE OF LAKE ORION

EXHIBIT A

Sheron St

Extending from Central Drive to Fairview St

<u>Miles</u>	<u>Cost Per Mile</u>	
0.08	\$4,446.40	\$ 355.71

Central Drive

Extending from Indianwood Road to the east subdivision
limit of Lake Orion Groves Subdivision

<u>Miles</u>	<u>Cost Per Mile</u>	
0.67	\$4,446.40	\$ 2,979.09

Bellevue Road

Extending from Heights Road to the Village of Lake Orion Corporate Limit

<u>Miles</u>	<u>Cost Per Mile</u>	
0.07	\$4,446.40	\$ 311.25

Fairview

Extending from Central to dead end

<u>Miles</u>	<u>Cost Per Mile</u>	
0.13	\$4,446.40	\$ 578.03

<u>Total Miles</u> 0.95	TOTAL	\$ 4,224.08
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TWO LANES (\$4,446.40 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.08	\$4,446.40	\$ 355.71
0.67	\$4,446.40	\$ 2,979.09
0.07	\$4,446.40	\$ 311.25
0.13	\$4,446.40	\$ 578.03

Total Miles

0.95	TOTAL	\$ 4,224.08
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Grampian Road/Cinnamon Ridge (Gravel Roads)

Portion of Grampian Road and
Cinnamon Ridge for a total of 1,735 ft.
(\$100.43 per frequency)

<u>Frequencies</u>	<u>Cost Per Frequency</u>	
16.00	\$100.43	\$ 1,606.88

TOTAL \$ 5,830.96

50% in December, 2024 \$ 2,915.48

50% in March, 2025 \$ 2,915.48

\$ 5,830.96

EXHIBIT B

2024-2025 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (VILLAGE)

Insurance Coverage:

The Village, prior to execution of the maintenance agreement, 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 Board. Insurance coverage shall be provided in accordance with the following:

- a. Workmen's Compensation Insurance: The insurance shall provide protection for the Village'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 Village 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.

1. Bodily Injury Liability		or: Single Limit: Bodily Injury
Each Person:	\$1,000,000	and Property Damage
Each Occurrence	\$1,000,000	Each Occurrence: \$1,000,000
Aggregate	\$2,000,000	Aggregate: \$2,000,000

Property Damage Liability:	
Each Occurrence:	\$250,000
Aggregate:	\$250,000

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.

2. 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		Single Limit: Bodily Injury
Each Person	\$ 500,000	and Property Damage Liability
Each Occurrence	\$1,000,000	Each Occurrence: \$2,000,000
Property Damage Liability:		
Each Occurrence:	\$1,000,000	

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

- c. Excess and Umbrellas Insurance – The Village may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The Village shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Village's Public Liability Insurance.
- e. Notice – The Village shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Village. The Village 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 Village cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The Village 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 B is attached.