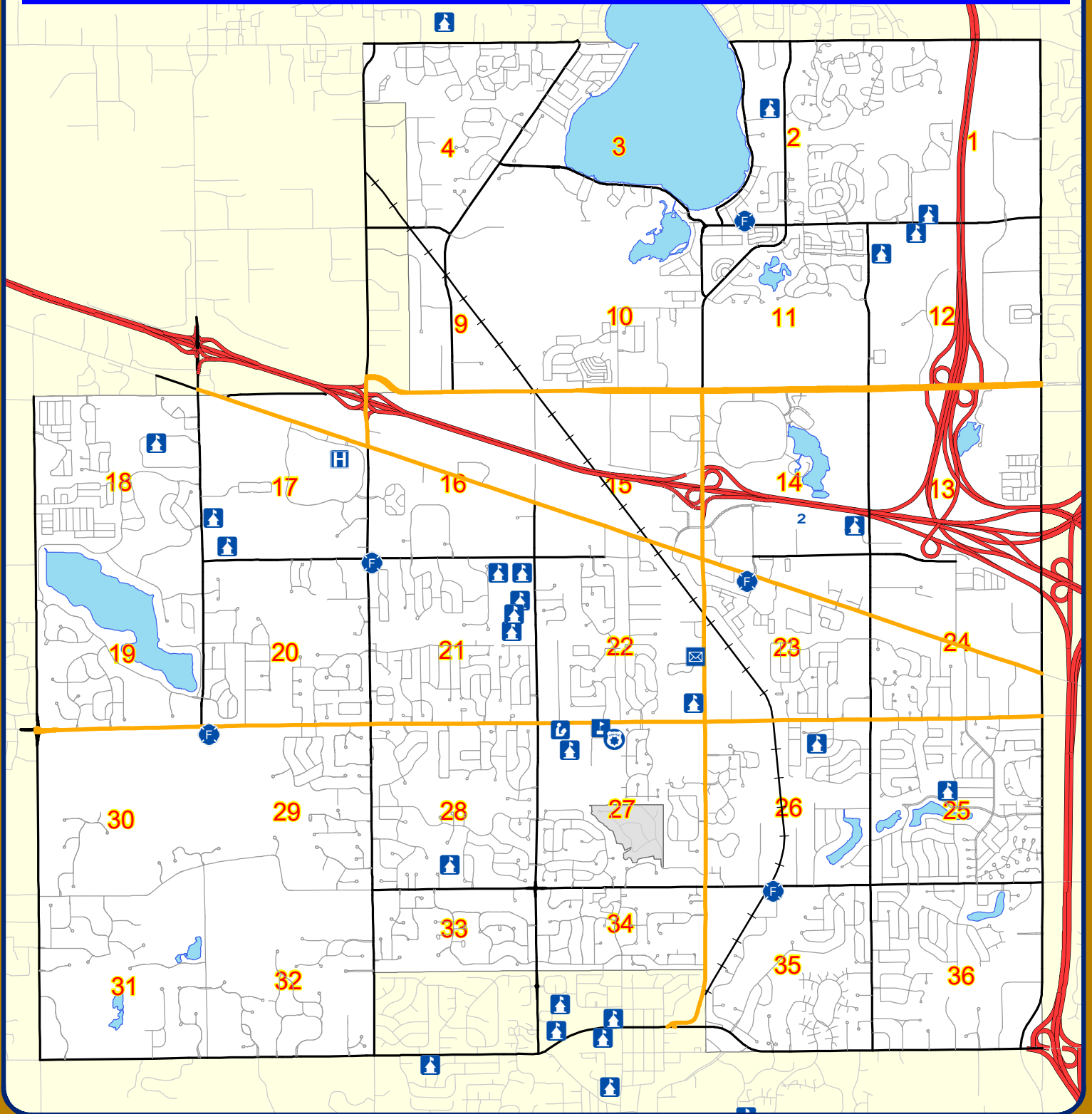


Road Commission for Oakland County Roads Maintained by City of Novi Under 2024-25 Winter Maintenance Agreement



Map Author: Jon Gartha
Date: October 7, 2024
Project: RCOC Winter Maintenance Agreement
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.

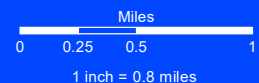
Legend

- RCOC Roads Plowed Under Contract
- Minor Streets
- Major Roads
- Freeway

Beck Road: 0.44 Miles - Grand River Ave to Twelve Mile Rd
Grand River Ave: 5.27 Miles - Haggerty Rd to Twelve Mile Rd
Novi Road: 3.96 Miles - Eight Mile Rd to Twelve Mile Rd
Ten Mile Road: 6.06 Miles - Haggerty Rd to Napier Rd
Twelve Mile Road: 4.06 Miles - Beck Rd to Haggerty Rd



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 9, 2024

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

Re: 2024-2025 Winter Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2024-2025 Winter Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City's maintenance of County roads within the City. Other than the 3% increase in fees to be paid to the City, the Agreement remains the same as the 2023-2024 version, including all insurance requirements. Accordingly, we see no legal impediment to the City's approval and execution of the 2024-2025 Winter 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

Elizabeth Kudla Saarela

EKS
Enclosures

Matt Wiktorowski, Field Operations Manager
City of Novi
September 9, 2024
Page 2

C: Cortney Hanson, Clerk
Jeffrey Herczeg, Public Works Director
Thomas R. Schultz, Esquire



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

August 28, 2024

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

RE: 2024-2025 Winter Maintenance Agreement

Dear Mr. Wiktorowski:

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

This 2024-2025 agreement has an increase of 3%, which increases the amount from \$130,763.96 to \$134,686.94.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City 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 City 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
CITY OF NOVI

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 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 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 City 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 City, 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 City 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 City shall keep accurate and uniform records of all Winter 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 assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$134,686.94 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:

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 City 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 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 Winter Maintenance activities set out in Section I. Further, it is the intent of the parties that in performing the Winter Maintenance obligations under this Agreement, the City shall have and retain governmental immunity as a governmental agency, and shall have and/or receive any immunity conferred by virtue of its performance of the maintenance obligations that are by statute or otherwise the responsibility of the Board and for which it is immune.

V

The City 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 City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City 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. 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 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City 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 City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

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
2024-2025
CITY OF NOVI
EXHIBIT A**

Beck Road

Extending from Grand River Avenue to Twelve Mile Road

	<u>Miles</u>	<u>Cost Per Mile</u>	
	0.44	\$7,781.21	\$ 3,423.73
<u>Grand River Avenue</u>			

Extending from Wixom to Haggerty

	<u>Miles</u>	<u>Cost Per Mile</u>	
	5.27	\$7,781.21	\$ 41,006.98
<u>Novi Road</u>			

Extending from Eight Mile Road to Twelve Mile Road

	<u>Miles</u>	<u>Cost Per Mile</u>	
	1.00	\$4,446.40	\$ 4,446.40
	0.45	\$6,308.65	\$ 2,838.89
	1.55	\$7,781.21	\$ 12,060.88
	<u>0.96</u>	<u>\$9,597.30</u>	<u>\$ 9,213.41</u>
	3.96		\$ 28,559.58
<u>Ten Mile Road</u>			

Extending from Napier Road to Haggerty Road

	<u>Miles</u>	<u>Cost Per Mile</u>	
	3.15	\$4,446.40	\$ 14,006.16
	1.84	\$6,308.65	\$ 11,607.92
	<u>1.07</u>	<u>\$7,781.21</u>	<u>\$ 8,325.89</u>
	6.06		\$ 33,939.97
<u>12 Mile Road</u>			

Extending from Beck Road to Haggerty Highway

	<u>Miles</u>	<u>Cost Per Mile</u>	
	1.15	\$4,446.40	\$ 5,113.36
	<u>2.91</u>	<u>\$7,781.21</u>	<u>\$ 22,643.32</u>
	4.06		<u>\$ 27,756.68</u>

Total Miles	19.79	TOTAL	\$134,686.94
-------------	-------	-------	--------------

TWO LANES (\$4,446.40 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,446.40	\$ 4,446.40
3.15	\$4,446.40	\$ 14,006.16
<u>1.15</u>	\$4,446.40	<u>\$ 5,113.36</u>
5.30		\$ 23,565.92

THREE LANES (\$6,308.65 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.45	\$6,308.65	\$ 2,838.89
<u>1.84</u>	\$6,308.65	<u>\$ 11,607.92</u>
2.29		\$ 14,446.81

FOUR OR FIVE LANES (\$7,781.21 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$7,781.21	\$ 3,423.73
5.27	\$7,781.21	\$ 41,006.98
1.55	\$7,781.21	\$ 12,060.88
1.07	\$7,781.21	\$ 8,325.89
<u>2.91</u>	\$7,781.21	<u>\$ 22,643.32</u>
11.24		\$ 87,460.80

SIX OR MORE LANES (\$9,597.30 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.96	\$9,597.30	\$ 9,213.41
<u>Total Miles</u>		
19.79		TOTAL \$134,686.94

50% in December 2024	\$67,343.47
50% in March 2025	<u>\$67,343.47</u>
Total	\$134,686.94

EXHIBIT B

2024-2025 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, 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. **Worker's Compensation and Employer's Liability Insurance:** The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

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 City under worker's disability compensation coverage established by law.

- b. **Bodily Injury and Property Damage:** 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 operation for one year, after completion of the work.

1. **Bodily Injury and Property Damage Other Than Automobile:** The minimum limits of property damage and bodily injury liability covering each contract shall be:

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

2. **Bodily Injury Liability and Property Damage Automobiles:** The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person \$1,000,000 Each Occurrence \$1,000,000	or: Combined Single Limit: Each Occurrence: \$1,000,000
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Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- a. Excess and Umbrellas Insurance – The City 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.
- b. The City 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 City’s General Liability Insurance.
- c. Notice – The City 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 City. The City 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 City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- d. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	CONTACT NAME: Kris Cannon PHONE (A/C, No, Ext): 517-265-1886 E-MAIL ADDRESS: kris.cannon@kapnick.com	FAX (A/C, No):
INSURED City of Novi 45175 Ten Mile Road Novi MI 48375	INSURER(S) AFFORDING COVERAGE INSURER A : The Charter Oak Fire Insurance Company INSURER B : The Travelers Indemnity Company INSURER C : Travelers Property Casualty Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 25615 25658 36161

COVERAGES

CERTIFICATE NUMBER: 112354113

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ZLP-91N79886-24-PB	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	810-1Y581064-IND-24	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	ZUP-91N798898-24-PB	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CG D4 80 02 19 XTEND Endorsement for Public Entities. Written Contract Required.

General Liability - Blanket coverage:

Who is an Insured - Owners, Managers or Lessors of Premises

Blanket Additional Insured - Persons or Organizations for your Ongoing Operations as required by written contract or agreement.

Blanket Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Kapnick Insurance Group		NAMED INSURED City of Novi 45175 Ten Mile Road Novi MI 48375
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella coverage is excess over underlying.

The certificate holder and all agencies specified by the Road Commission, as their interest may appear, Owner's Public Liability Insurance shall be an additional insured with reference to the "2024-2025 Winter Maintenance, Road Commission of Oakland County". A 30 day notice of cancellation applies.