

## 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

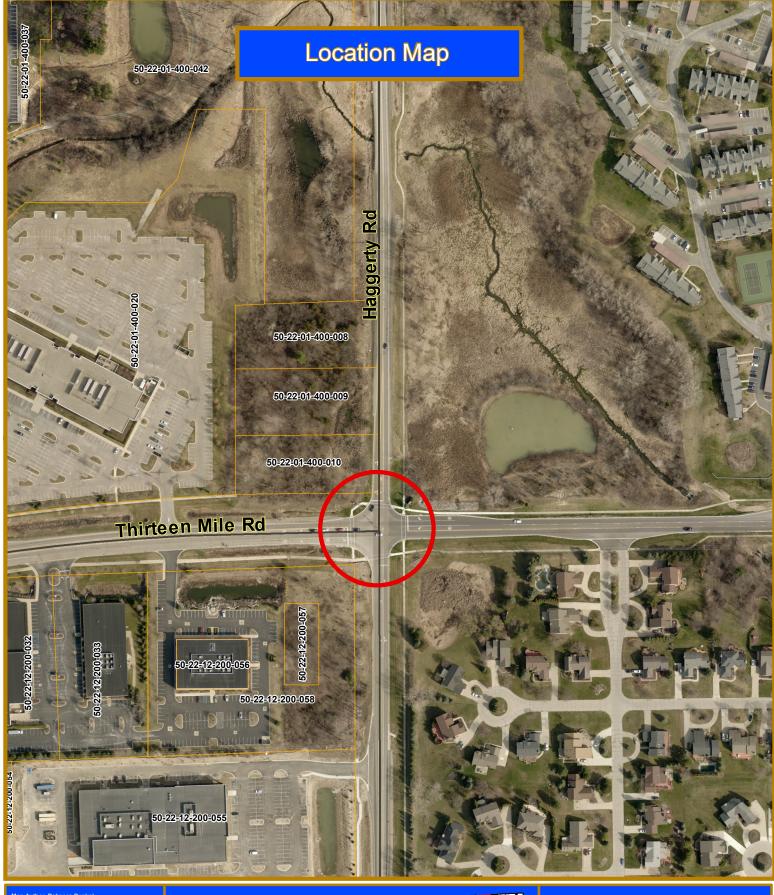
EXPENDITURE REQUIRED	\$ 65,000
AMOUNT BUDGETED	\$ 65,000
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	204-204.00-863.108

**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.



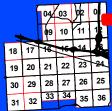
Map Author: Rebecca Runkel

Date:11-25-19
Project: 13 Mile & Haggerty Signal Modernization
Version #: 10

#### MAP INTERPRETATION NOTIC

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 CIV of Novi. Boundary measurements and area calculations are approximate and should not be constitued as survey measurements performed by all consed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as almended. Please control the CIV OSI Mininger to







### City of Novi

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

40 80 160 240 Feet 1 inch = 230 feet



### ELIZABETH KUDLA SAARELA

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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 & AMPSBUECHLER PC

Elizabeth Kudla Saarela

Rebecca Runkel, Engineering Technician City of Novi November 26, 2019 Page 2

### 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		MODE Percent		ATION timated Cost	MAINTENANCE Percent
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:	APPROVED:	APPROVED:
ROAD COMMISSION FOR OAKLAND COUNTY	CITY OF FARMINGTON HILLS	CITY OF NOVI
Date	Date	Date
By Danielle Deneau, P.E.	Ву	Ву
DIRECTOR OF TRAFFIC-SAFETY Title of Authorized Official	Title of Authorized Official	Title of Authorized Official

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