



CITY COUNCIL ACTION REPORT

Date: May 29, 2015

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer

Subject: Troy Roads Rock - 2015 County Road Concrete Slab Replacement
Additional Construction Agreement – Big Beaver, Adams to I-75

History:

The 2015 County Road Concrete Slab Replacement program is well underway with work already completed on Dequindre Road. Dilisio Contracting is currently working on John R, from Maple to Long Lake and John R is anticipated to be completed by mid-June. They will move to Big Beaver, from Adams to City Hall once John R is complete.

City Council has previously approved a \$2,000,000 transfer from the General Fund for work on County roads (Dequindre, John R and Big Beaver).

In addition to this amount, approximately \$604,000 was also approved by Council for work on County roads (John R, Big Beaver, Livernois and Long Lake). This amount is a mix of \$304,000 in 2015 Tri-Party funds; \$100,000 in 2010 Tri-Party and a \$200,000 contribution made by the RCOC in addition to the RCOC providing testing, replacement of impacted traffic signal loops and pavement marking.

Staff was notified recently that the RCOC will be contributing another \$200,000 towards the program this year and the attached agreement will formalize this contribution. The additional funding will be used for work on Big Beaver, between Coolidge and Crooks.

Financial:

The Cost Participation Agreement for Additional Construction as part of the 2015 Concrete Slab Replacement program on Big Beaver provides for a \$200,000 contribution by the RCOC with no local match by the City.

In total, there is approximately \$2,804,000 available for the 2015 County Road Concrete slab replacement program.

Recommendation:

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of County Road Commissioners for Oakland County (Board) for Additional Construction as part of the 2015 Concrete Slab Replacement program to be used for concrete slab replacements on County Roads in the amount of \$200,000 with no local match by the City. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

COST PARTICIPATION AGREEMENT

ADDITIONAL CONSTRUCTION

2015 Concrete Slab Replacement

Big Beaver Road

City of Troy

Board Project No. 52981

This Agreement, made and entered into this _____ day of _____, 2015, by and between the Board of Road Commissioners for the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed various concrete slab replacements on Big Beaver Road, as described in Exhibit "A", attached hereto and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$200,000; and is in addition to the \$200,000 BOARD contribution specified in the agreement with the COMMUNITY dated May 7, 2015; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY shall forthwith undertake and complete the PROJECT, as above described, under Road Commission for Oakland County permit.

2. The actual total cost of the PROJECT shall include total payments to the contractor.
3. The COMMUNITY shall comply with the provisions as set forth in Exhibit "B" attached hereto.
4. The COMMUNITY shall comply with the liability and insurance requirements as set forth in Exhibit "C" attached hereto.
5. The estimated total PROJECT cost of \$200,000 shall be funded entirely by the BOARD.
6. Upon execution of this agreement, the COMMUNITY shall submit an invoice to the BOARD for \$200,000 (being 100% of the BOARD'S contribution). The invoice shall be sent to:

Ms. Julie Enders, Engineering Aide
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025

7. Within 90 days of completion of the PROJECT, the COMMUNITY shall submit to the BOARD the following:
 - a. A cover letter originated by the COMMUNITY certifying that the PROJECT is now complete.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS FOR THE
COUNTY OF OAKLAND
A Public Body Corporate

By _____

Its _____

CITY OF TROY

By _____

Its _____

EXHIBIT A

ADDITIONAL CONSTRUCTION
2015 Concrete Slab Replacement
Big Beaver Road
City of Troy
Board Project No. 52981

Concrete slab replacement on Big Beaver Road.

ESTIMATED PROJECT COST

Contractor Payments	<u>\$200,000</u>
Total Estimated Project Cost	<u><u>\$200,000</u></u>

Exhibit B PROVISIONS

Bidding: The COMMUNITY shall select the contractor for its share of the work, on a competitive basis by advertising for sealed bids in accordance with its established practices.

Bonds – Insurance: The COMMUNITY shall require the contractor provide payment and performance bonds for the PROJECT; said bonds to be in compliance with the provisions of 1963 PA 213 as amended, compiled at MCL 129.201, et seq.

Further, the COMMUNITY shall require the contractor to provide insurance naming the Road Commission for Oakland County as additional named insured's. Coverage's shall be substantial as set forth in Exhibit "C", attached hereto.

Records: The parties shall keep records of their expenses regarding the PROJECT in accordance with generally accepted accounting procedures, and shall make said records available to the other during business hours upon request giving reasonable notice. Such records shall be kept for three (3) years from final payment.

Final costs shall be allocated after audit of the records and adjustments in payments shall be invoiced and paid within thirty (30) days thereafter.

EEO: The COMMUNITY shall require its contractor to specifically agree that it will comply with any and all applicable State, Federal, and Local statutes ordinances, and regulations, and with RCOC regulations during performance of the SERVICES and will require compliance of all subcontractors and subconsultants.

In accordance with Michigan 1976 PA 453, the COMMUNITY hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The COMMUNITY further agrees that it will require all subconsultants and subcontractors for this PROJECT comply with this provision.

Governmental Function, Scope: It is declared that the work performed under this AGREEMENT is a governmental function. It is the intention of the parties hereto that this AGREEMENT shall not be construed to waive the defense of governmental immunity held by the RCOC, and the COMMUNITY.

Third Parties: This AGREEMENT is not for the benefit of any third party.

EXHIBIT C
LIABILITY AND INSURANCE REQUIREMENTS

Hold Harmless Agreement: The Contractor shall hold harmless, represent, defend and indemnify the Board of County Road Commissioners of Oakland County, the Road Commission for Oakland County, its officers and employees; the County of Oakland; the Water Resources Drain Commissioner and relevant drainage district(s), if applicable; the Michigan State Transportation Commission; the Michigan Department of Transportation; and the local unit(s) of government, within which the Project is located against all claims for damages to public or private property, for injuries to persons, or for other claims arising out of the performance or non-performance of the contracted work, whether during the progress or after the completion thereof.

Insurance Coverage: The Contractor, prior to execution of the contract, shall file with the Road Commission for Oakland County, copies of complete 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: To provide protection for the Contractor'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 Contractor under worker's disability compensation coverage established by law.
- b. Bodily Injury and Property Damage Other than Automobile: To afford 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 and Property Damage
	Each Person: \$1,000,000		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 coverage.

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:

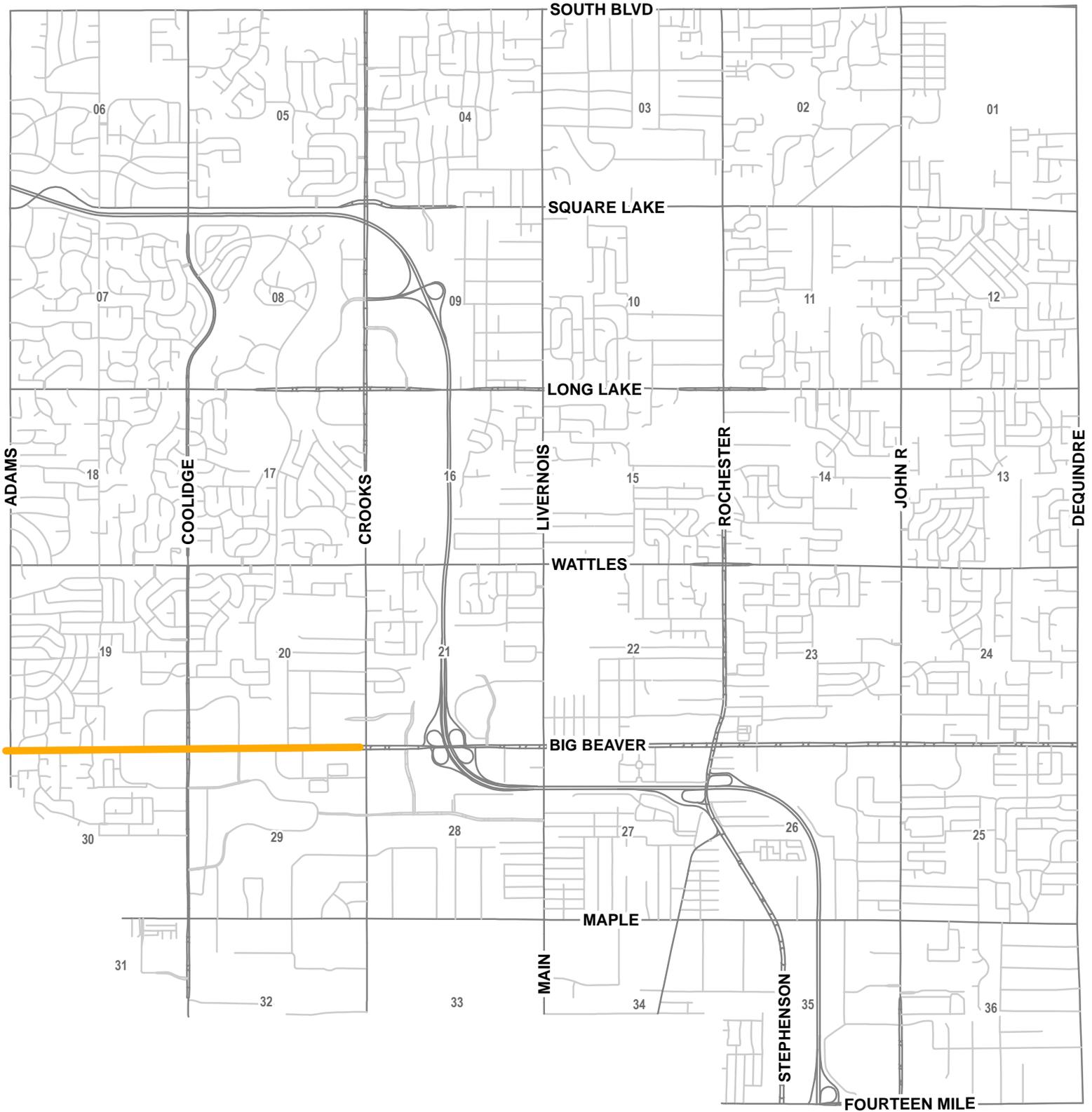
Bodily Injury Liability	or	Single Limit: Bodily Injury and Property Damage Liability
Each Person	\$500,000	Each Occurrence: \$2,000,000
Each Occurrence	\$1,000,000	

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 Contractor 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 Contractor shall provide for and on 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 Contractor’s Public Liability Insurance.
- e. Notice – The Contractor 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 Contractor. The Contractor 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 Contractor cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The Contractor 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.

2015 Concrete Slab Replacement Additional Construction



— Slab Replacement

