



CITY COUNCIL ACTION REPORT

November 4, 2009

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Timothy L. Richnak, Public Works Director

SUBJECT: Agenda Item: Winter Maintenance Agreement, Road Commission for Oakland County

Background:

- Since 2001 the City of Troy has serviced all county roads in Troy for snow and ice control.
- Attached is a copy of the proposed 2009/2010 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy.
- Attached is a copy of the 2008/2009 RCOC Winter Maintenance Guidelines and maps of the county roads in the City of Troy. The 2009/2010 guidelines have not been finalized and are not currently available.
- In review of the guidelines there would not be any county roads that would fall into the highest priority category (Critical Priority). The county roads that would fall into priority I would be Crooks and Big Beaver and all other county roads would fall into priority II.
- A basic comparison can be made to the level of service that the RCOC would provide relative to the City of Troy. The city provides one truck to each of the 9 county roads under contract. The RCOC has stated that based on the intensity of the snow and ice event that they would have from 1 to 3 trucks covering all 9 roadways.
- The amount of compensation to the City has not increased over last season's contract. This does not compensate our cost but a higher level of service is provided. On average between 2001 and 2008 the City expended \$104,000 over and above payments under the contract from the RCOC. The past two winters have seen snow events at the highest level since the early 1900's. In comparison on average between 2001 and 2006 these winters were near average for the region and the city expended \$51,000 over and above payments under the contract from the RCOC.
- Salt cost has risen 40% this past year. Salt brine being added to the salt on each truck will allow us to reduce the rate of salt applied to the pavement and offset some of the costs increase. The salt is approximately 48% of the cost of maintaining the county roads within the City of Troy.
- It continues to be evident that this agreement is beneficial to both the RCOC and the City of Troy by allowing the City to administer Snow & Ice Control more timely, at a much higher level and uniform manner to these high priority roads and allowing the County to concentrate on it's highest priority roads, I-75 and M-59.

Financial Considerations:

- No additional staffing or equipment is required.

Legal Considerations:

- Legal counsel has reviewed the contract for form and legality.

Policy Considerations:

- Troy has enhanced the health and safety of the community.

Options:

- City management is in agreement with the measured lane mile figures as has been presented, and with the level of compensation for each road configuration; therefore we recommend that the proposed maintenance agreement be approved as printed.

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

ROAD COMMISSION FOR OAKLAND COUNTY WINTER MAINTENANCE GUIDELINES

2008/2009

I PURPOSE

The intent of the Winter Maintenance Guidelines is to provide a plan for winter snow and ice control in a manner to reasonably control hazardous conditions caused by snow and ice on roads maintained by the Road Commission.

The purpose of these guidelines is to:

1. Identify roadway factors, weather conditions, and operational adjustments that must be considered in performing winter maintenance.
2. Prescribe guidelines regarding winter maintenance procedures and practices.
3. Provide operating personnel with a clear understanding of Road Commission plans for implementation of the Board policy.

II FACTORS TO BE CONSIDERED IN PERFORMING WINTER MAINTENANCE

Every winter storm is characterized by a unique combination of temperature, precipitation, and pavement conditions that must be considered in selecting the appropriate maintenance strategy. Given the daily and weekly traffic patterns of the County, the day of the week and the time of day when the storm occurs are also factors.

It is not possible to summarize every conceivable storm situation and alternative strategy. Judgment and experience must be exercised in tailoring the response as conditions change and the work progresses.

Understanding the various factors involved, and how they interact, however, is essential to ensuring that the initial response to a winter storm is rapid and effective.

A. Road Condition and Traffic Considerations

Traffic volume is a factor in establishing the priority and level of maintenance to be performed. The most heavily traveled roads are generally maintained first, except in situations where abnormal conditions are known to exist or emergencies involving public health and safety occur. Conditions such as hills and sharp curves also contribute to the priority given to a road.

State and County roads will be maintained using the following priority scheme:

1. Critical Priority

Critical Priority roads are paved State and County roads with traffic volumes normally greater than 10,000 vehicles per day per single lane and/or 40,000 vehicles per day with roads four or more lanes.

2. Priority I

Priority I roads are paved State and County roads generally with volumes of 2,500 to 10,000 vehicles per day per single lane. In addition, terrain and road alignments are factors in assigning this priority. Priority I may also be assigned to roads to achieve route continuity and efficiency.

3. Priority II

Priority II roads are other paved County roads shown on District salt route sheets contained as Appendix A of this document. Priority II roads may be maintained as part of higher priority routes, but are generally maintained after Critical and Priority I roads are cleared.

4. Priority III

Priority III roads are those paved roads providing access to hospitals, schools, and other significant traffic generators, and not categorized as Critical, Priority I or Priority II roads. Priority III roads are shown on each District's Priority III route maps.

5. Priority IV and Priority V Roads

Roads under the jurisdiction of the Road Commission not designated by the priority scheme outlined above are Priority IV and Priority V roads. Priority IV roads include mile-type local roads and primary gravel roads. Priority V roads include all other roads and subdivision streets.

B. Day of Week and Time of Day Considerations

When winter storms occur they are categorized as being "Critical", "Intermediate", or "Minimal" depending upon the time of day and day of the week. These times of occurrence are closely tied to travel patterns in the county.

1. Situation "A" - Critical Level Time

Critical level situations occur during the morning and evening rush hours from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 7:00 p.m., Monday through Friday.

The maintenance objective during critical situations is to achieve an optimal pavement condition by 6:00 a.m. or 3:00 p.m. and to maintain it through the critical period. The optimal pavement condition varies by road priority:

<u>Road Priority</u>	<u>Optimal Pavement Condition</u>
Critical Priority	75% Bare Pavement
Priority I	Bare Wheel Tracks.
Priority II	1/4" or less slush in wheel tracks.

2. Situation "B" - Intermediate Level Time

Intermediate level situations occur during off-peak periods from 9:00 a.m. to 3:00 p.m., Monday through Friday, from 6:00 a.m. to 7:00 p.m. on Saturday and from 8:00 a.m. to 7:00 p.m. on Sunday and Holidays. The maintenance objectives during these periods are:

Road Priority

Critical Priority

Priority I

Priority II

Optimal Pavement Condition

Bare Wheel Tracks.

1/4" or less slush in wheel tracks.

Slush in wheel tracks in intersections, on curves or on hills.

3. Situation "C" - Minimum Level Time

Situation C is in effect for storms during night and early morning hours from 7:00 p.m. to 6:00 a.m., Monday through Saturday and from 7:00 p.m. to 8:00 a.m. on Sunday and Holidays. During Situation C, the objective is to maintain pavements to the following levels:

Road Priority

Critical Priority:

Priority I:

Priority II:

Optimal Pavement Condition

1/4" or less slush in wheel tracks.

Slush in wheel tracks.

Routine treatment unless a hazard is present.

These Situations govern maintenance operations during storms only. As a consequence, Priority III, Priority IV, and Priority V roads may be maintained only as part of higher priority routes, as time permits, or in the event of known hazards or emergencies during storms.

The day of week and time of day considerations are summarized in Exhibit I on page 5.

C. Precipitation and Temperature Considerations

1. Precipitation:

The type and amount of precipitation both present at the outset and received during the storm, are important factors in determining the maintenance strategy.

If pavement is dry at the outset of a snowstorm, and temperatures are below 25 degrees Fahrenheit, traffic may keep the pavement bare and dry during the storm. Under these conditions, salt may not be required. Dry snow may be allowed to accumulate and be bladed off provided no icing develops.

If the pavement is wet at the outset, snow will begin to stick to the surface immediately. Salting is required as soon as possible. Whenever snow accumulates to one inch or more, the surface should be bladed off prior to applying salt.

Sleet or freezing rainstorm requires application of salt as soon as possible to prevent icing of pavement surfaces.

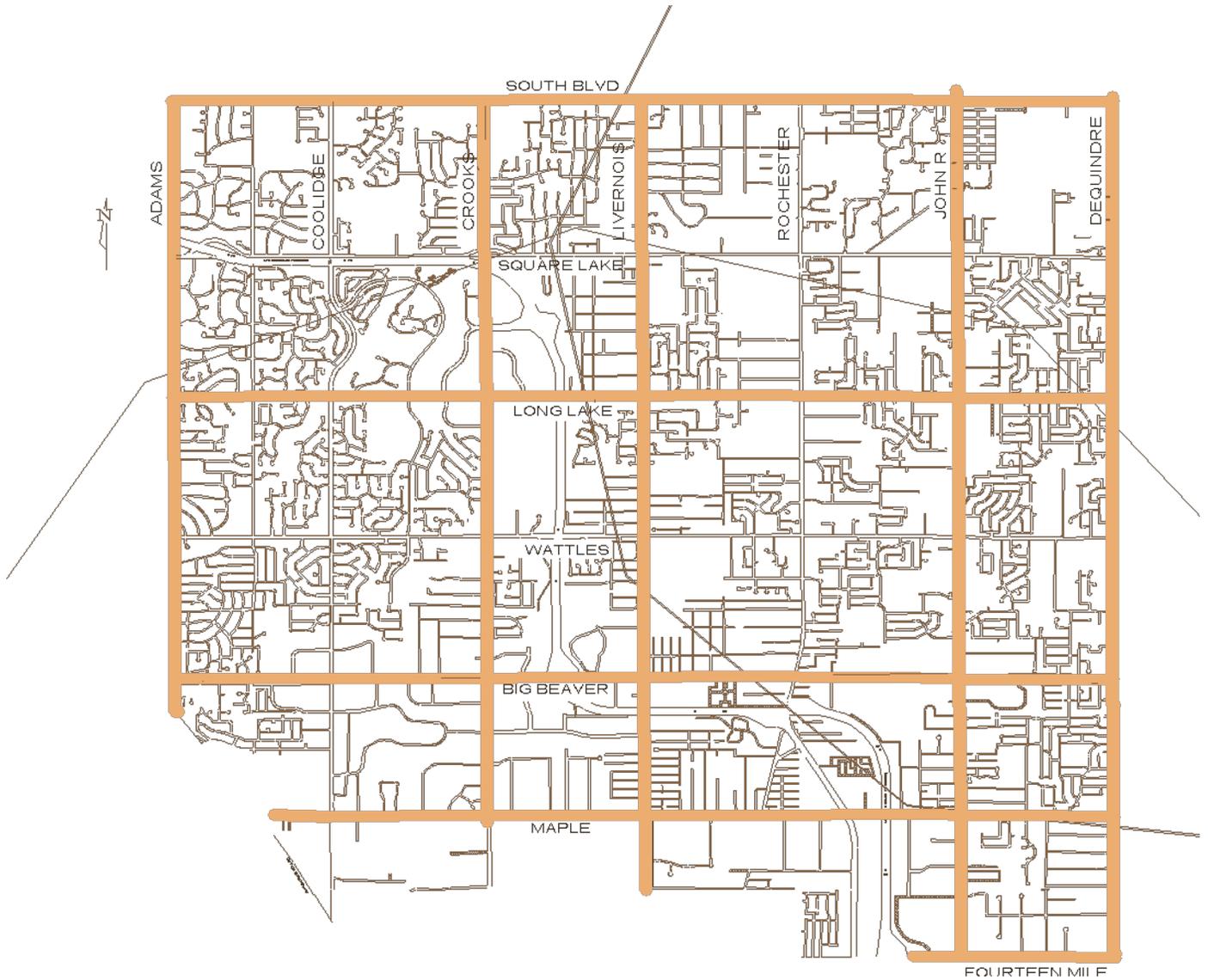
Preferential icing is a special condition; generally occurring on bridge decks in the beginning of the winter season and in early spring. Preferential icing occurs when moisture is present and bridge deck temperatures are less than bridge approach surface temperatures. During these conditions, bridge decks become icy without corresponding icing of roadway surfaces. Preferential icing conditions require salting as soon as possible after notice.

2. Temperature

The effectiveness of salting operations is closely tied to temperature. Sunshine and traffic increases the effectiveness of salt. As temperatures decrease, more salt must be applied to achieve the same level of effectiveness. At temperatures of 10 degrees Fahrenheit or less, producing bare pavement using only salt becomes very difficult.

Exhibit II, on page 6, prescribes treatments given the storm forecast and prevailing road condition at the time maintenance operations commence.

Map of RCOC Roads and list of roads Troy would maintain for Snow & Ice Control.



- Adams
- Big Beaver
- Crooks
- Dequindre
- John R
- Livernois
- Long Lake
- Maple
- South Blvd

September 24, 2009



Mr. Timothy Richnak
Director of Public Works
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084-5285

RE: 2009-2010 Winter Maintenance Agreement

Dear Mr. Richnak:

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

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please note that the insurance provisions in Section V have been updated to include the Road Commission's current standard insurance requirements (see Exhibit ~~C~~^B). If you have any comments on these provisions, you may contact Thomas Reiss, Legal Counsel, at 248-645-2000. 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.

Sincerely,

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

/sll

Attachment

Board of Road Commissioners

Gregory C. Jamian
Commissioner

Richard G. Skarritt
Commissioner

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis G. Kolar, P.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lk.Rd.
Waterford, MI
48328

248-858-4881

FAX
248-858-7607

TDD
248-858-8005

www.rcocweb.org

2009-2010 WINTER MAINTENANCE AGREEMENT
CITY OF TROY

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ___ day of _____, 2009, 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 Troy, 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 hereby agrees to be responsible for performing Winter 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. "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 \$249,691.36, 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:

35% in December, 2009
65% in March, 2010

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 Oakland County Drain 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, 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, 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 Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 10 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 City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, automobile and comprehensive general liability insurance coverage, as 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.

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. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

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 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, 2009, 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, 2010, 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 _____, (a copy of the Resolution is attached).

Witnesses:

CITY OF TROY
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
2009-2010
CITY OF TROY

EXHIBIT A

Long Lake Road

Extending from Adams to Dequindre

1.54 miles at \$3,252.78 per mile	\$ 5,009.28
0.16 miles at \$4,615.14 per mile	\$ 738.42
3.47 miles at \$5,692.38 per mile	\$ 19,752.56
0.86 miles at \$7,020.96 per mile	<u>\$ 6,038.03</u>
TOTAL	\$ 31,538.29

John R Road

Extending from Fourteen Mile Road to South Boulevard

1.15 miles at \$3,252.78.00per mile	\$ 3,740.70
0.32 miles at \$4,615.14 per mile	\$ 1,476.84
4.37 miles at \$5,692.38 per mile	\$ 24,875.70
0.38 miles at \$7,020.96 per mile	<u>\$ 2,667.96</u>
TOTAL	\$ 32,761.20

Big Beaver

Extending from Adams to Dequindre

3.40 miles at \$5,692.38 per mile	\$ 19,354.09
2.61 miles at \$7,020.96 per mile	<u>\$ 18,324.71</u>
TOTAL	\$ 37,678.80

Crooks Road

Extending from Maple Road to South Boulevard

0.38 miles at \$3,252.78 per mile	\$ 1,236.06
0.26 miles at \$4,615.14 per mile	\$ 1,199.94
3.08 miles at \$5,692.38 per mile	\$ 17,532.53
1.40 miles at \$7,020.96 per mile	<u>\$ 9,829.34</u>
TOTAL	\$ 29,797.87

Livernois Road

Extending from Maple Road to South Boulevard

1.31 miles at \$3,252.78 per mile	\$ 4,261.14
0.34 miles at \$4,615.14 per mile	\$ 1,569.15
3.05 miles at \$5,692.38 per mile	\$ 17,361.76
0.43 miles at \$7,020.96 per mile	<u>\$ 3,019.01</u>
TOTAL	\$ 26,211.06

WINTER MAINTENANCE
2009-2010
CITY OF TROY

EXHIBIT A

Maple Road

Extending from Dequindre to Coolidge
5.01 Miles at \$5,692.38 per mile

\$ 28,518.83

South Boulevard

Extending from Dequindre to Adams
5.96 Miles at \$3,252.78 per mile

\$ 19,386.57

Dequindre Road

Extending from Fourteen Mile to South Boulevard
2.16 Miles at \$3,252.78 per mile
3.98 Miles at \$5,692.38 per mile
TOTAL

\$ 7,026.00
\$ 22,655.67
\$ 29,681.67

Adams Road

Extending from South Troy City Limits to South Boulevard
4.34 Miles at \$3,252.78 per mile

\$ 14,117.07

TOTAL

\$249,691.36

CITY OF TROY
EXHIBIT A
(Continued)

TWO LANES

(\$3,252.78 per mile)

1.54 miles	\$ 5,009.28
1.15 miles	\$ 3,740.70
0.38 miles	\$ 1,236.06
1.31 miles	\$ 4,261.14
5.96 miles	\$ 19,386.57
2.16 miles	\$ 7,026.00
<u>4.34 miles</u>	<u>\$ 14,117.07</u>
16.84 miles	\$ 54,776.82

THREE LANES

(\$4,615.14 per mile)

0.16 miles	\$ 738.42
0.32 miles	\$ 1,476.84
0.26 miles	\$ 1,199.94
<u>0.34 miles</u>	<u>\$ 1,569.15</u>
1.08 miles	\$ 4,984.35

FOUR OR FIVE LANES

(\$5,692.38 per mile)

3.47 miles	\$ 19,752.56
4.37 miles	\$ 24,875.70
3.40 miles	\$ 19,354.09
3.08 miles	\$ 17,532.53
3.05 miles	\$ 17,361.76
5.01 miles	\$ 28,518.83
<u>3.98 miles</u>	<u>\$ 22,655.67</u>
26.36 miles	\$150,051.14

SIX OR MORE LANES

(\$7,020.96 per mile)

0.86 miles	\$ 6,038.03
0.38 miles	\$ 2,667.96
2.61 miles	\$ 18,324.71
1.40 miles	\$ 9,829.34
<u>0.43 miles</u>	<u>\$ 3,019.01</u>
5.68 miles	\$ 39,879.05

TOTAL

49.96 miles	\$249,691.36
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35% in December, 2009	\$ 87,391.98
65% in March, 2010	<u>\$162,299.38</u>
	\$249,691.36

EXHIBIT B

2009-2010 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

**SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

Section 107.10 of the Michigan Department of Transportation 1996 Standard Specifications for Construction is to be superseded with and replaced by the following:

Indemnification and Damage Liability

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

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. **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.

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 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.
- d. 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 Public Liability Insurance.
- e. 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.
- f. 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 B is attached.



michigan municipal league
Workers' Compensation Fund

Certificate of Membership Proof of Insurance

The Michigan Municipal League Workers' Compensation Fund, approved by the
Director of the Workers' Compensation Agency as a group self-insurer,
certifies that

City Of Troy

Policy Number: 5000410-09

is a member in good standing of the Fund, for the year expiring

June 30, 2010

and as such is approved by the Agency as a self-insured.

Employer's Liability coverage of
\$500,000 is included.

Michael J Forster

July 1, 2009

Effective Date

Note: This certificate is proof that your entity has complied with the Workers' Disability Compensation Act by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

- 1. Liability coverage for general liability, automobile (including Michigan no-fault) law enforcement and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
- 2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
- 3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
- 4. Information only
- 5. The entity named below is included in the scope of protection as additional insured and loss payee, only as respects claims arising from the purchase or lease of vehicles or other property. Losses, if any, will be adjusted with the member and payable to the member and the following, as their interest may appear:
- 6. Other (as described here): **The scope of protection includes the Road Commission for Oakland County as additional insured, only as respects claims which may arise from work done by the City of Troy in conjunction with the Winter Road Maintenance Agreement.**

Authority membership and coverage are continuous in nature, and bear no expiration or termination date, however, should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority will endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice will impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:

Road Commission for Oakland County
2420 Pontiac Lake Road
Waterford, MI 48328

Member:

City of Troy
500 West Big Beaver
Troy, MI 48084

Distribution:

MMRMA Underwriting
Stephen Cooperrider, City of Troy

Member Number: 137

Effective Date of Membership: 11/8/1990

Date Issued: October 5, 2009

Authorized Representative