

2012-2013 WINTER MAINTENANCE AGREEMENT  
CITY OF PONTIAC

Under 1951 PA 35 (MCL 124.1 *et seq.*)

This Winter Maintenance Agreement ("Agreement") is made this 21<sup>st</sup> day of December, 2012, 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 Pontiac, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, the City desires that the Board provide snow removal and ice control on certain city major streets under the terms of this Agreement, to be paid for by the City 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 Board will perform Winter Maintenance of certain roads under the terms of this Agreement, and the City will pay the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," to be performed by the Board, shall mean snow removal and ice control, on all city major streets, except as described in Exhibit A, as follows: Snow removal by blading, plowing and other methods and ice control by salting, sanding, scraping and other methods, 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 Board shall be in accordance with the Board's current Winter Maintenance Guidelines.

II

The Board shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The City shall have the right to audit Board 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 Board, the City hereby agrees to pay to the Board the full cost incurred by the Board in providing the subject services, including salt provided by the Board and utilized on the subject streets. Payments are to be made by the City to the Board upon receipt of invoices from Board.

IV

The City will provide to the Board at no cost to the Board, six City trucks to be utilized by the Board in the snow removal and de-icing services to be provided by the Board.

The City shall be responsible for all payments owing to GE Capital by the City for the trucks.

The Board will maintain such trucks, as needed, during the term of this Agreement and will insure such City trucks and will cause the City to be designated as an additional insured.

## V

Additionally, the City agrees that the Board may utilize at no cost to the Board any available salt inventory of the City, in conjunction with the services referenced herein.

The Board may also use the City's front end loader at no cost to the Board, as needed to load the City salt.

## VI

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; and the County of Oakland; 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, both known and unknown, 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, whether during the progress or after the completion thereof; with the exception of claims for workers' compensation and employer's liability benefits as to RCOC employees during the performance of this contract.

## VII

The Board 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 coverage.

## VIII

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 Board 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.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

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 either party.

The terms and conditions of this Agreement shall become effective on October 1, 2012, and shall continue in full force and effect for a period of five (5) years except that any party may terminate this Agreement at least sixty (60) days prior to each anniversary date of this Agreement, beginning one year from the date this Agreement is signed.

This Agreement is executed by the City by authority of the Emergency Financial Manager.

Witnesses:

Joseph M. Abota, M.C.A.

CITY OF PONTIAC  
A Municipal Corporation

Louis H. Schimmel

By: Louis H. Schimmel  
Print Name:

Its: Emergency Financial Manager

Witnesses:

Sue Ann Baka  
Sue Ann Baka

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

By: Dennis G. Kolar  
Dennis G. Kolar

Its: Managing Director

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

WINTER MAINTENANCE  
2012 – 2013

CITY OF PONTIAC

EXHIBIT A

ROADS/STREETS EXCLUDED FROM THIS AGREEMENT  
(LOCATED WITHIN WOODWARD “LOOP”)

Lafayette (west loop to Perry)

Oakland (north loop to Lafayette)

Saginaw (north loop to Water)

Pine (Lafayette to M-59)

Perry (north Loop to Pike)

Wayne (Lafayette to Pike)

Pike (west loop to east loop)

Mill (Water to University)

Water (Saginaw to east Loop)

Lawrence (west loop to Mill)

University (east loop to Mill)

Judson (west loop to east loop)

Saginaw (Judson south to loop)

Orchard Lake (west loop to east loop)

ROAD COMMISSION OF OAKLAND COUNTY  
 EXHIBIT VI  
 AFTER STORM TREATMENT RESPONSES

PRIORITY	EXISTING ACCUMULATION	EXISTING TEMPERATURE	TREATMENT RESPONSE
I & II III (during normal working hours)	1" and less	9 degrees and lower	Apply salt-chloride mixture at "mile road" intersections, adjacent hills and curves.
	1" and above	10 degrees and above	Salt
Local roads & subdivision streets (normal working hours only)	1" and above	9 degrees and lower	Blade and/or plow and apply salt-chloride mixture at "mile road" intersections, adjacent hills, and curves.
		10 degrees and above	Blade and/or plow and salt. Blade or plow shoulder on regular time or when patrolling on "storm alert" for next storm.
	3" or less	9 degrees and lower	None
		10 degrees and above	None
3" and above	9 degrees and lower	Blade and/or plow.	
	10 degrees and above	Blade and/or plow paved and gravel roads.	

Note: Salt, sand and gravel may be used on local roads and subdivision streets when traffic cannot travel with reasonable safety. Intersections with paved mile roads, railroad crossings and hills command first priority for treatment in such a situation.