



Rochester Hills

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Master

File Number: 2011-0465

File ID: 2011-0465

Type: Permit

Status: Consent Agenda

Version: 1

Reference:

Controlling Body: City Council
Regular Meeting

File Created Date : 10/25/2011

File Name: Request for adoption of the 2012 Annual Permit for
Work on State Highways

Final Action:

Title label: Request for Adoption of the 2012 Annual Permit for Work on State Highways

Notes:

Sponsors:

Enactment Date:

Attachments: Agenda Summary.pdf, Letter from MDOT
092211.pdf, Resolution.pdf

Enactment Number:

Contact:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council Regular Meeting	11/14/2011					

Text of Legislative File 2011-0465

Title

Request for Adoption of the 2012 Annual Permit for Work on State Highways

Body

Resolved, Whereas, the City of Rochester Hills hereinafter referred to as the "GOVERNMENTAL BODY" periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT" for permits, hereinafter referred to as "PERMIT," to construct, operate, use and /or maintain utility or other facilities, or to conduct other activities, on, over, and under State trunkline right of way at various locations within and adjacent to its corporate limits;

Now therefore, in consideration of the DEPARTMENT granting such PERMIT the GOVERNMENTAL BODY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted as giving either party

hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

2. Any work performed for the GOVERNMENTAL BODY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL BODY and not as a contractor or agent of the DEPARTMENT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL BODY. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL BODY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT.

3. The GOVERNMENTAL BODY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

4. It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State trunkline right of way resulting from the installation, construction, operation and/or maintenance of the GOVERNMENTAL BODY's facilities according to a PERMIT issued by the DEPARTMENT.

5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL BODY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

6. The incorporation by the DEPARTMENT of this indemnification resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

7. This indemnification resolution shall continue in force from this date until cancelled by the GOVERNMENTAL BODY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL BODY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

Be It Further Resolved, that the following position(s) are authorized to apply to the Michigan Department of Transportation for the necessary permit to work within State trunkline right of way on behalf of the GOVERNMENTAL BODY.

Allan E. Schneck, P.E. - DPS Director
Paul M. Davis, P.E. - City Engineer
Paul G. Shumejko, P.E., PTOE -Transportation Engineer
Tracey A. Balint P.E. -Project Engineer