

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Modernization and Maintenance

Location: Adams Road & Tienken Road

**Signal No: 377
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	MODERNIZATION		MAINTENANCE
	Percent	Estimated Cost	Percent
City of Rochester Hills	25 %	\$ 43,750	25 %
Road Commission for Oakland County	75 %	\$ 131,250	75 %
	Total 100 %	\$ 175,000	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 CITY OF ROCHESTER HILLS 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 CITY OF ROCHESTER HILLS.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. The CITY OF ROCHESTER HILLS is the agency responsible for the costs related to installation and maintenance, and the RCOC will invoice the CITY OF ROCHESTER HILLS for the installation and maintenance costs pursuant to the division of costs stated above.

CITY OF ROCHESTER HILLS 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 CITY OF ROCHESTER HILLS shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:

ROAD COMMISSION FOR OAKLAND COUNTY

Date _____

By _____
Danielle Deneau, P.E.

DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:

CITY OF ROCHESTER HILLS

Date _____

By _____

Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.