

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

Type of Work: Installation and Maintenance of a Pedestrian Hybrid Beacon (HAWK)

Location: Adams Rd at Baypoint Dr/Nowicki Park Entrance

Signal No: 1642

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 pay the Maintenance Costs (as defined below) related to the above traffic control device on the basis of the following division of costs as set forth in this agreement (“Agreement”). Invoices for Maintenance Costs are to be billed monthly by the Road Commission for Oakland County (“RCOC”). Title to the traffic signal and related equipment shall be in the name of the RCOC, or with the governmental agency that has jurisdiction of the intersection when purchased for roads not under the jurisdiction of the RCOC.

DIVISION OF MAINTENANCE COSTS

<u>AGENCY</u>	<u>INSTALLATION</u>		<u>MAINTENANCE</u>
	Percent	Estimated Cost	Percent
CITY OF ROCHESTER HILLS	100 %	\$ N/A	100 %
Total	100 %	\$ N/A	100 %

Maintenance Costs include costs related to operation, repair, maintenance, removal, and replacement of the above referenced traffic control device. It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings (“Billings”) for the above referenced traffic control device. The RCOC will pay the invoices for the Billings and subsequently invoice CITY OF ROCHESTER HILLS seeking reimbursement for payment of the Billings pursuant to the division of Maintenance Costs stated above. The RCOC’s payment of the Billings shall be included as maintenance costs on the RCOC invoice to 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 parties are responsible for the Maintenance Costs pursuant to the division of costs stated above, and the RCOC will invoice CITY OF ROCHESTER HILLS for the 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, or CITY OF ROCHESTER HILLS shall be in default under this Agreement. If CITY OF ROCHESTER HILLS is in default under this Agreement, then RCOC may remove the traffic control device and/or file an action in the appropriate court seeking monetary damages as a result of the default, including but not limited to its attorney’s fees and costs.

"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. 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

APPROVED:
CITY OF ROCHESTER HILLS

Date _____

By _____

Title of Authorized Official

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