

## **COST PARTICIPATION AGREEMENT**

### **CONSTRUCTION**

Tienken Road

Rochester Road to Sheldon Road

City of Rochester Hills

Board Project No. 51731

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Board of Road Commissioners for the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Rochester Hills, hereinafter referred to as ROCHESTER HILLS, provides as follows:

WHEREAS, the BOARD, ROCHESTER HILLS, and the City of Rochester, hereinafter referred to as ROCHESTER, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the reconstruction of Tienken Road from Rochester Road to Sheldon Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within ROCHESTER HILLS and ROCHESTER, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$2,022,800; and

WHEREAS, the BOARD has entered into Contract No. 13-5139 with MDOT for partial funding of the PROJECT with Federal High Priority Project Funds up to, and shall not exceed, the amount of \$1,582,100; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, ROCHESTER HILLS' share of said LOCAL MATCH involves certain designated and approved Tri-Party Program funding in the amount of \$228,045, which shall be paid through equal contributions by the BOARD, ROCHESTER HILLS, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL MATCH and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between ROCHESTER HILLS, ROCHESTER, and the BOARD that:

1. ROCHESTER HILLS and ROCHESTER approve of the PROJECT, declare its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor.
3. The estimated total LOCAL MATCH is \$440,700 and shall be funded in the following order:
  - a. ROCHESTER HILLS has agreed to contribute \$228,045 toward the LOCAL MATCH and will fund their share from the Tri-Party Program.
  - b. The BOARD shall contribute \$196,605 toward the LOCAL MATCH.
  - c. ROCHESTER will contribute \$16,050 which represents 100% of their water main cost.
  - d. Any LOCAL MATCH costs above the ROCHESTER HILLS Tri-Party Program funding of \$228,045, the BOARD contribution of \$196,605, and ROCHESTER'S contribution of \$16,050 for the water main, will be funded 100% by the BOARD.
4. Upon execution of this agreement, the BOARD shall submit an invoice to ROCHESTER HILLS in the amount of \$76,015 (being 100% of ROCHESTER HILLS' Tri-Party contribution).

5. After execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$76,015 (being 100% of the COUNTY'S Tri-Party contribution).
  - a. The invoice shall be sent to:  
  
Mr. Tim Soave, Manager of Fiscal Services  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328
6. The total actual LOCAL MATCH will be determined from the records of the BOARD upon completion of State financial audits of the PROJECT and a final determination of the total federal funds used on the PROJECT. Final adjustments in the financial obligations of the parties hereto will be made upon completion of the required audits.
7. Upon receipt of said invoice(s), the ROCHESTER HILLS and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

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

By \_\_\_\_\_

Its \_\_\_\_\_

CITY OF ROCHESTER HILLS

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**

**TRI - PARTY PROGRAM**

Tienken Road

Rochester Road to Sheldon Road

City of Rochester Hills

Board Project No. 51731

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Reconstruction of Tienken Road from Rochester Road to Sheldon Road.

ESTIMATED PROJECT COST
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Contractor Payments	\$2,022,800
Less Federal Funds	<u>\$1,582,100</u>
Total Estimated Local Share	<u>\$440,700</u>

COST PARTICIPATION BREAKDOWN
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	ROCHESTER HILLS	ROCHESTER	BOARD	COUNTY	TOTAL
FY13 Tri-Party Program	\$76,015		\$76,015	\$76,015	\$228,045
Contribution	\$0	\$16,050	\$196,605	\$0	\$212,655
<b>TOTAL SHARES</b>	<b>\$76,015</b>	<b>\$16,050</b>	<b>\$272,620</b>	<b>\$76,015</b>	<b>\$440,700</b>