

COST PARTICIPATION AGREEMENT

PRELIMINARY ENGINEERING

Hamlin Road Rehabilitation

West City Limits to 500' East of Adams
Road

City of Rochester Hills

Project No. E17-006

This Agreement, made and entered into this _____ day of _____, 2017, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Rochester Hills, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed the preliminary engineering for the future rehabilitation of Hamlin Road from West City Limits to 500' East of Adams Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD, which improvements are hereinafter referred to as the DESIGN; and

WHEREAS, the estimated total cost of the DESIGN is \$286,580.32; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the DESIGN 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 the COMMUNITY and the BOARD that:

1. The COMMUNITY shall forthwith undertake and complete the DESIGN, as above described, under Road Commission for Oakland County permit; and shall perform or cause to be performed all preliminary engineering services and administration in reference thereto.

2. The actual total cost of the DESIGN shall include total payments to the contractor.
3. The COMMUNITY shall comply with the liability and insurance requirements as set forth in Exhibit "C" attached hereto.
4. The estimated total DESIGN cost of \$286,580.32 shall be shared equally by the BOARD and the COMMUNITY. Each 50% share is estimated to be \$143,290.16, respectively. The COMMUNITY also agrees that any cost overages will be funded equally by the BOARD and the COMMUNITY.
5. Upon execution of this Agreement, the COMMUNITY shall submit an invoice to the BOARD for \$71,645.08 (being 50% of the BOARD'S share of the estimated total DESIGN cost).
 - a. The invoices shall be sent to:
Julie Enders, Engineering Aide
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025
 - b. Payments shall be payable to THE CITY OF ROCHESTER HILLS and shall be sent to:

Allan E. Schneck, P.E., Director of DPS/Engineering
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
6. As costs of the DESIGN are incurred, the COMMUNITY shall invoice the BOARD for the remaining 50% of the BOARD'S total contribution.
7. Upon receipt of said invoices, the BOARD shall pay to the COMMUNITY 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 OF THE
COUNTY OF OAKLAND
A Public Body Corporate

By _____

Its _____

CITY OF ROCHESTER HILLS

By _____

Its _____

EXHIBIT A

Hamlin Road Rehabilitation

West City Limits to 500' East of Adams

City of Rochester Hills

Board Project No. E17-006

The performance of preliminary engineering which may include, but is not limited to a field survey of the project, an environmental assessment, the development of a preliminary plan showing the proposed roadway design and pavement cross section, the identity of potential issues affecting the proposed paving the preparation of a set of plans showing the existing conditions including property lines and rights of way, obtaining utility information and mapping it on the plans, the preparation of final plans and opinions of probable cost, obtaining soil borings in the project area, the preparation of specifications and bid documents and other related work necessary to develop the complete design.

ESTIMATED DESIGN COST

Preliminary Engineering

\$286,580.32

COST PARTICIPATION BREAKDOWN

	COMMUNITY	BOARD	TOTAL
Contribution	\$143,290.16	\$143,290.16	\$286,580.32
TOTAL SHARES	\$143,290.16	\$143,290.16	\$286,580.32

**EXHIBIT C
LIABILITY AND INSURANCE**

REQUIREMENTS

Hold Harmless Agreement: The Contractor shall hold harmless, represent, defend and indemnify the Board of County Road Commissioners of Oakland County, the Road Commission for Oakland County, its officers and employees; the County of Oakland; the Water Resources Drain Commissioner and relevant drainage district(s), if applicable; the Michigan State Transportation Commission; the Michigan Department of Transportation; and the local unit(s) of government, within which the Project is located against all claims for damages to public or private property, for injuries to persons, or for other claims arising out of the performance or non-performance of the contracted work, whether during the progress or after the completion thereof.

Insurance Coverage: The Contractor, prior to execution of the contract, shall file with the Road Commission for Oakland County, copies of complete certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Workmen's Compensation Insurance:** To provide protection for the Contractor's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's disability compensation coverage established by law.

- b. **Bodily Injury and Property Damage Other than Automobile:** To afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

1. Bodily Injury Liability or: Single Limit: Bodily Injury and Property Damage
 Each Person: \$1,000,000 Each Occurrence: \$1,000,000
 Each Occurrence \$1,000,000 Aggregate: \$2,000,000
 Aggregate \$2,000,000

Property Damage Liability:
 Each Occurrence: \$250,000
 Aggregate: \$250,000

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverage.

2. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability).

The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability or Single Limit: Bodily Injury and Property Damage Liability
 Each Person \$500,000 Each Occurrence: \$2,000,000
 Each Occurrence \$1,000,000

Property Damage Liability:
 Each Occurrence: \$1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The Contractor may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The Contractor shall provide for and on behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s

Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's Public Liability Insurance.

- e. Notice – The Contractor shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the Contractor cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The Contractor or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.