

COST PARTICIPATION AGREEMENT

Avon Road at Livernois Road
Avon Road at Rochester Road

City of Rochester Hills

BOARD Project No. 48481

This Agreement, made and entered into this _____ day of _____, 2005, 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 the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed the lane extensions of the Avon Road at Livernois Road, and Avon Road at Rochester Road intersections, described in Exhibit "A", attached hereto and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$312,000; and

WHEREAS, said PROJECT involves certain designated and approved Tri-Party Program funding, in the amount of \$312,000, which amount shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY, in accordance with the Tri-Party Program; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY shall forthwith undertake and complete the PROJECT, as above described, under Road Commission for Oakland County permit, and shall perform all engineering, inspection and administration in reference thereto.

2. The actual total cost of the PROJECT shall include total payments to the contractor, preliminary and construction engineering costs, construction and permanent traffic controls, permit fees, and right of way related costs, if any.
3. The PROJECT cost shall be funded in accordance with the following:
 - a. Tri-Party Program funds in the amount of \$312,000.
 - b. In the event the total actual PROJECT costs exceed the estimated PROJECT costs, the difference shall be funded initially by any additional available Tri-Party funds; and thereafter, entirely by the COMMUNITY.
4. The BOARD shall apply to the PROJECT, the COUNTY'S Tri-Party contribution of \$104,000, together with the BOARD'S Tri-Party contribution in an equal amount.
5. The COMMUNITY shall comply with the provisions as setforth in "Exhibit B", attached hereto.
6. Upon execution of this Agreement, the COMMUNITY shall submit an invoice to the BOARD for the amount of \$104,000 (being 50% of the BOARD'S Tri-Party contribution and the COUNTY'S Tri-Party contribution).
7. Upon completion of the PROJECT, the COMMUNITY shall submit a statement of completion, along with an invoice to the BOARD, reflecting the total actual PROJECT cost and for the remaining balance of the BOARD'S share and the COUNTY'S share of the total actual PROJECT cost.

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 _____

EXHIBIT A

TRI-PARTY PROGRAM

2005

County Supported Road Improvements

In the

City of Rochester Hills

<u>Project No.</u>	<u>Location</u>	<u>Type of Work</u>
48481	Avon Road at Livernois Road	Lengthen the existing left turn and right turn lanes west of Livernois Road.
	Avon Road at Rochester Road	Lengthen the existing westbound right turn lane east of Rochester Road for approximately 300 feet.

ESTIMATED PROJECT COST

Preliminary Engineering Cost	\$ 39,000
Contractor Payments Cost (based on Engineer's Estimate)	237,400
Construction Engineering Cost	<u>35,600</u>
TOTAL PROJECT COST	<u>\$312,000</u>

COST DISTRIBUTION

2005 Tri-Party allotment	COMMUNITY	COUNTY	BOARD	TOTAL
Total Share	\$104,000	\$104,000	\$104,000	\$312,000

Exhibit B PROVISIONS

Bidding: The COMMUNITY shall select the contractor for its share of the work, on a competitive basis by advertising for sealed bids in accordance with its established practices.

Bonds – Insurance: The COMMUNITY shall require the contractor provide payment and performance bonds for the PROJECT; said bonds to be in compliance with the provisions of 1963 PA 213 as amended, compiled at MCL 129.201, et seq.

Further the COMMUNITY shall require the contractor to provide insurance naming the BOARD and the Road Commission for Oakland County as additional named insured(s). Coverage(s) shall be substantial.

Records: The parties shall keep records of their expenses regarding the PROJECT in accordance with generally accepted accounting procedures, and shall make said records available to the other during business hours upon request giving reasonable notice. Such records shall be kept for three (3) years from final payment.

Final costs shall be allocated after audit of the records and adjustments in payments shall be invoiced and paid within thirty (30) days thereafter.

EEO: The COMMUNITY shall require its contractor to specifically agree that it will comply with any and all applicable State, Federal, and Local statutes ordinances, and regulations, and with RCOC regulations during performance of the SERVICES and will require compliance of all subcontractors and subconsultants.

In accordance with Michigan 1976 PA 453, the COMMUNITY hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The COMMUNITY further agrees that it will require all subconsultants and subcontractors for this PROJECT comply with this provision.

Governmental Function, Scope: It is declared that the work performed under this AGREEMENT is a governmental function. It is the intention of the parties hereto that this AGREEMENT shall not be construed to waive the defense of governmental immunity held by the RCOC, and the COMMUNITY.

Third Parties: This AGREEMENT is not for the benefit of any third party.

