

**COST PARTICIPATION AGREEMENT  
PHASE Z FORCE ACCOUNT WORK**

Crooks Road

Auburn Road to Hamlin Road

~~City of Rochester Hills~~

BOARD Project No. 41031

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 CITY, provides as follows:

WHEREAS, the BOARD, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, and the CITY, have programmed the reconstruction and widening of Crooks Road, from Auburn Road to Hamlin Road, which improvements involve roads under the jurisdiction of the BOARD and within the CITY, and are hereinafter referred to as the PROJECT; and

WHEREAS, in advance to the PROJECT construction it is necessary to facilitate the relocation of DTE underground conduit and above ground utilities, hereinafter referred to as the PHASE Z FORCE ACCOUNT WORK; and

WHEREAS, it is the intent of this Agreement to fund the estimated total cost of the PHASE Z FORCE ACCOUNT WORK of \$952,200; and

WHEREAS, the BOARD has executed Contract Number 05-5392 with MDOT on November 2, 2005 for partial funding of the costs associated with the PHASE Z FORCE ACCOUNT WORK under the Minimum Guarantee Funds; and

WHEREAS, pursuant to MDOT Contract Number 05-5392 the BOARD, as the requesting party therein, is the party financially responsible to MDOT to bear all of the cost in excess of the federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, the parties hereto have reached a mutual understanding regarding 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 the CITY and the BOARD that:

1. The BOARD shall forthwith undertake and complete the PHASE Z FORCE ACCOUNT WORK as above described and shall perform all engineering, inspection and administration in reference thereto.
2. The total cost of the PHASE Z FORCE ACCOUNT WORK shall include total payments to the contractor, construction engineering and inspection costs, and temporary and permanent traffic controls.
3. All costs of the PHASE Z FORCE ACCOUNT WORK not reimbursed from the Minimum Guarantee Funds, defined as the LOCAL MATCH, shall be shared equally by the BOARD and the CITY, estimated as follows:

PHASE Z FORCE ACCOUNT WORK	MINIMUM GUARANTEE FUNDS	LOCAL MATCH
\$952,200	(\$761,800)	\$190,400

4. The BOARD and the CITY shall equally share any overages in the cost to complete the PHAZE Z FORCE ACCOUNT WORK.
5. Upon execution of this Agreement, the BOARD shall submit an invoice to the CITY for \$47,600 (being half of \$95,200 for the CITY'S 50% share of the estimated LOCAL MATCH).
6. The BOARD shall invoice the CITY periodically as construction progresses and additional cost accrues, after the initial payment has been expended.
7. Upon receipt of said invoice, the CITY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

8. The total actual amount of the LOCAL MATCH shall be determined from records of the BOARD upon completion of state financial audits of the Phase Z Force Account Work, and a final determination of the federal funds toward the Phase Z Force Account Work costs. Final adjustments in the financial obligations of the parties hereto shall be made upon completion of the required audits.

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 \_\_\_\_\_