

## **COST PARTICIPATION AGREEMENT**

**Tienken Road Bridge Replacement**

**Over Paint Creek**

**City of Rochester Hills**

**BOARD Project No. 48763**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, and the COMMUNITY, have programmed the removal of the existing two-lane structure and the replacement with a five-lane structure which carries Tienken Road over Paint Creek. Also the traffic signal installation located on Tienken Road at Kings Cove Drive, as 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, hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$3,588,979; and

WHEREAS, the BOARD shall enter into a contract with MDOT for partial funding of the physical construction of the PROJECT cost with federal program dollars under the Corridor and Border Crossing Discretionary (CBCD) funds; and

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

WHEREAS, a portion of said LOCAL MATCH involves certain designated and approved Tri-Party Program funding, in the amount of \$1,923,067, 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

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

1. The parties hereto approve of the PROJECT, declare its public necessity, and authorize the BOARD to forthwith undertake and complete the PROJECT, as above described, and to perform all engineering and administration in reference thereto.
2. The actual total cost of the PROJECT includes total payments to the contractor, preliminary and construction engineering, testing and inspection costs, utility relocation, construction and permanent traffic controls, and right of way acquisition, if necessary.
3. The Corridor and Border Crossing Discretionary funds being used towards the PROJECT cost shall not exceed the amount of \$705,314.
4. The BOARD has agreed to contribute the construction engineering services for the PROJECT, estimated in the amount of \$420,000, at no cost to the COMMUNITY.
5. The LOCAL MATCH, with the exception of the construction engineering cost of \$420,000, shall be funded in accordance with the following:
  - a. The cumulative Tri-Party Program allocations in the amount of \$1,923,067.
  - b. The BOARD shall credit to the PROJECT, the COUNTY'S Tri-Party contribution of \$641,022, together with the BOARD'S Tri-Party contribution in an amount equal thereto.
  - c. The COMMUNITY shall fund the remaining balance of the LOCAL MATCH subsequent to funding not met in part by the Tri-Party Program, estimated in the amount of \$540,598, including any overages in the PROJECT cost.
6. Upon execution of this Agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$590,810.50 (being 50% of the COMMUNITY'S share).

7. The BOARD may invoice the COMMUNITY periodically as additional costs accrue, after the initial payment has been expended.
8. Upon completion of the PROJECT construction, the BOARD shall submit an estimated final invoice to the COMMUNITY for the remainder of the COMMUNITY'S share of the total estimated final PROJECT cost.
9. Upon receipt of said invoice(s), the COMMUNITY shall submit payment to the BOARD the full amount thereof, within thirty (30) days of such receipt.
10. The total actual LOCAL MATCH shall be determined from the records of the BOARD upon completion of state financial audits of the PROJECT and a final determination of the total state and 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. The BOARD shall submit a final invoice to the COMMUNITY for its share, if any.

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**  
**2006**  
**County Supported Road Improvements**  
**Tienken Road Bridge Replacement Over Paint Creek**  
**In The**  
**City of Rochester Hills**  
**BOARD PROJECT NO. 48763**

**ESTIMATED PROJECT COST**

Preliminary Engineering	\$ 302,840
Right of Way acquisition	100,000
Utility Relocation Work (preliminary estimate as determined by DTE)	65,139
Contractor Payments (based on Engineer's Estimate for bridge work)	2,505,000
Construction Engineering (contributed by the BOARD for bridge work)	420,000
Traffic Signal Cost	<u>196,000</u>
1. Contractor payments \$166,000	
2. Engineering costs \$ 30,000	
Estimated Total Project Cost	\$3,588,979
Less BACP funding (capped)	<u>(705,314)</u>
Estimated LOCAL MATCH	<u>\$2,883,665</u>

**COST PARTICIPATION BREAKDOWN**

	COMMUNITY	BOARD	COUNTY	TOTAL
1999 Tri-Party allotment	78,378	78,378	78,378	\$ 235,134
2000 Tri-Party allotment	90,241	90,240	90,240	270,721
2001 Tri-Party allotment	90,241	90,240	90,240	270,721
2002 Tri-Party allotment	140,892	140,891	140,891	422,674
2003 Tri-Party allotment	93,414	93,414	93,414	280,242
2004 Tri-Party allotment	104,115	104,116	104,116	312,347
2006 Tri-Party allotment	43,742	43,743	43,743	131,228
Add'l Funding	540,598	420,000		960,598
<b>TOTAL</b>	<b>\$1,181,621</b>	<b>\$1,061,022</b>	<b>\$641,022</b>	<b>\$2,883,665</b>