



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE"

April 23, 2010

Board of Road Commissioners

Gregory C. Jamian
Commissioner

Richard G. Skarritt
Commissioner

Eric S. Wilson
Commissioner

City of Rochester Hills
Paul Davis, City Engineer
1000 Rochester Hills Drive
Rochester Hills, MI 48309-3033

RE: Walton Boulevard, Adams Rd. to east of Livernois Rd.
RCOC Project #49471
Cost Participation Agreement

Brent O. Bair
Managing Director

Dennis G. Kofar, P.E.
Deputy Managing Director

Dear Mr. Davis:

Enclosed for your review and approval are two original sets of the cost participation agreement for the referenced project.

Please arrange for signatures but **do not date** all original sets and forward the signed agreements to me. Our Board will return a fully executed original to you after action.

Please call me at 248 645-2000, extension 2213, if you should have any questions.

Respectfully,

Shauna Knight, Engineering Aide
Programming Division
sknight@rcoc.org

Enclosures (2)

Programming Division
Engineering Department

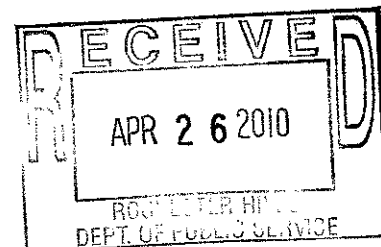
31001 Lahser Road
Beverly Hills, MI
48025

248-645-2000

FAX
248-645-0618

TDD
248-645-9923

www.rcocweb.org



COST PARTICIPATION AGREEMENT

CONSTRUCTION

Walton Boulevard

Adams Road to East of Livernois Road

City of Rochester Hills

BOARD Project Number 49471

This Agreement, made and entered into this _____ day of _____, 2010, 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 milling and HMA resurfacing of Walton Boulevard from Adams Road to east of Livernois 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 the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$3,065,000; and

WHEREAS, the BOARD shall enter into a contract with MDOT for partial funding of the PROJECT with federal program dollars under the High Priority Project Fund in the amount of \$650,000 and the Surface Transportation Program Fund in the amount of \$1,130,000, 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, said LOCAL MATCH of \$1,285,000 involves certain designated and approved Tri-Party Program Funds, in the amount of \$1,018,638 which shall be comprised of 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 as detailed in Exhibit A; and

WHEREAS, 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 the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include force account, construction engineering and total payments to the contractor.
3. The BOARD shall enter into a contract with MDOT for partial funding of the PROJECT with federal funds, estimated in the amount of \$1,780,000.
4. The BOARD shall contribute \$266,362 to the cost of the LOCAL MATCH.
5. All remaining costs of the LOCAL MATCH, estimated to be \$1,018,638, shall be funded with Tri-Party Program Funds.
6. The COMMUNITY'S share of the LOCAL MATCH shall be funded in accordance with the following:
 - a. Tri-Party Program funding is not to exceed \$1,018,638.
 - b. Any LOCAL MATCH costs above the Tri-Party Program funding of \$1,018,638 will be the responsibility of the BOARD.
7. Upon execution of this Agreement, the BOARD shall submit an invoice to the COMMUNITY on April 1, 2011 for \$169,773 (being 50% of the COMMUNITY'S Tri-Party contribution).
8. Upon execution of this agreement the BOARD shall submit an invoice to the COUNTY on April 1, 2011 for \$169,773 (being 50% 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

9. As costs of the PROJECT are incurred, the BOARD shall invoice the COMMUNITY for the remaining 50% of the COMMUNITY'S Tri-Party contribution, not to exceed \$169,773.
10. As costs of the PROJECT are incurred, the BOARD shall invoice the COUNTY for the remaining 50% of the COUNTY'S Tri-Party contribution not to exceed \$169,773.
11. Upon receipt of said invoice, the COMMUNITY 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 _____

EXHIBIT A

TRI-PARTY PROGRAM

2010

County Supported Road Improvements

Walton Boulevard

Adams Road to East of Livernois Road

City of Rochester Hills

BOARD Project No. 49471

The milling and HMA resurfacing of Walton Boulevard from Adams Road to east of Livernois Road.

ESTIMATED PROJECT COST

Contractor Payments	\$2,600,000
Construction Engineering	390,000
Force Account	75,000
Less Federal Funding	(1,780,000)
LOCAL MATCH	<u>\$1,285,000</u>

DISTRIBUTION OF LOCAL MATCH

	COMMUNITY	COUNTY	BOARD	TOTAL
FY08 Tri-Party Program	\$ 100,210	\$ 100,210	\$ 100,209	\$ 300,629
FY09 Tri-Party Program	163,467	163,467	163,468	\$ 490,402
FY10 Tri-Party Program	75,869	75,869	75,869	\$ 227,607
Non Tri-Party Funds	0	0	266,362	\$ 266,362
TOTAL SHARES	\$ 339,546	\$ 339,546	\$ 605,908	\$1,285,000