



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

**Board of Road Commissioners**

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**Dennis G. Kolar, P.E.**  
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**Programming Division  
Engineering Department**

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December 6, 2011

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

DEC 7

RE: Cost Participation Agreement for Avon Road Bridge over  
Clinton River – Additional Construction  
RCOC Project No. 50863

Dear Mr. Davis:

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

Please arrange for signatures on both original sets but **do not date**. The signed agreements should be returned to my attention no later than **December 27, 2011**. Our Board will return a fully executed original to you after their action.

If you have any questions, please feel free to call me at (248) 645-2000 ext. 2213.

Sincerely,

Julie A. Enders  
Engineering Aide  
Programming Division

Enclosures (2)

## **COST PARTICIPATION AGREEMENT**

### **ADDITIONAL CONSTRUCTION**

Avon Road Bridge  
Over Clinton River

City of Rochester Hills

BOARD PROJECT NO. 50863

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 has programmed the replacement of the Avon Road Bridge over Clinton River, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, said improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT shall also include the construction of pedestrian walks on the bridge greater than eight feet wide (bridge deck concrete, reinforced steel, etc.), black aluminum handrail over and above the estimated costs for a normal MDOT standard rail, and a HMA path on the north side, east of the paving limits for the roadway, and altogether with necessary work located along the Avon Road Bridge over Clinton River, which improvements are beyond the PROJECT limits, and is hereafter referred to as ADDITIONAL CONSTRUCTION items; and

WHEREAS, the estimated total cost associated with said ADDITIONAL CONSTRUCTION items is \$32,071; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the funding of the ADDITIONAL CONSTRUCTION items 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 BOARD shall forthwith undertake and complete the PROJECT, including the ADDITIONAL CONSTRUCTION items, as above described, and shall perform the engineering, inspection, and the administration in reference thereto.

2. The actual total cost of the ADDITIONAL CONSTRUCTION items, as determined by the BOARD, shall include the total payments to the contractor and construction engineering.
3. The actual cost of the ADDITIONAL CONSTRUCTION items as determined by the BOARD along with any overages shall be funded solely by the COMMUNITY, estimated in the amount of \$32,071.
4. Upon execution of this Agreement, the BOARD shall submit an invoice to the COMMUNITY for \$16,035.50 (being 50% of the cost of the ADDITIONAL CONSTRUCTION items).
5. Upon completion of the ADDITIONAL CONSTRUCTION items, the BOARD shall determine the actual ADDITIONAL CONSTRUCTION cost and submit an invoice to the COMMUNITY for the remainder of the COMMUNITY'S share of the actual total ADDITIONAL CONSTRUCTION cost.
6. Upon receipt of said invoices, the COMMUNITY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
7. The COMMUNITY shall be responsible for the maintenance of the following:
  - a. The gray concrete surface coating.
  - b. The paint on the bridge tube rail (black color).
  - c. The painted aluminum pedestrian railing.

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 \_\_\_\_\_