



July 5, 2006



Mr. Paul Davis, P.E.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309-3033

RE: Crooks Road, Square Lake Road to 2,650ft. N. of Auburn Road
Revised Local Cost Participation Agreement
RCOC Project No. 47971

Dear Mr. Davis:

Regretfully, the local cost participation agreement for the above referenced project must be revised. Here are the circumstances:

In the past, federally funded projects were submitted to MDOT whereby quantities were able to be separated electronically by assigning multiple categories. However, MDOT has discontinued this practice. Currently two primary categories are allowed, one for participating and one for non-participating, no sub-categories.

I issued local cost participation agreements on May 15, 2006 using the RCOC ACT51 certification map to determine the percentage for each city's share of the Local Match for Part A of the project. In an effort to determine a more accurate division of the costs, stationing obtained from the construction plans was used to recalculate the percentage for each city's share. As a result, the following are the revised limits of the project:

City of Rochester Hills:	City of Troy:
152+54.5 to POE (226+50)	POB (96+50) to 152+54.5
Total Miles = $(22650-15254.5)/5280$ = 1.40 miles	Total Miles = $(15254.5-9650)/5280$ = 1.06 miles

Please accept my sincerest apology for the inconvenience these changes may cause.

In addition, newly constructed boulevards are maintained by the community once the project is complete. This understanding is reflected in Item 14 of the revised local cost participation agreement.

Board of Road Commissioners

Rudy D. Lozano
Chairman

Larry P. Crake
Vice-Chairman

Richard G. Skarritt
Commissioner

Brent O. Bair
Managing Director

Dennis G. Kolar
Deputy Managing Director
County Highway Engineer

Engineering Department

31001 Lahser Road
Beverly Hills, MI
48025

248-645-2000

FAX
248-645-0618

TDD
248-645-9923

www.rcocweb.org



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

Enclosed for your reconsideration and re-approval is two original revised sets. Please arrange for signatures but do not date all original sets and forward 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,

Sina Escoe

Sina Escoe, Engineering Aide
Programming Division
sescoe@rcoc.org

Enclosures (2)

REVISED
COST PARTICIPATION AGREEMENT
CONSTRUCTION
CROOKS ROAD
Square Lake Road to Highway M-59
In the
City of Troy and City of Rochester Hills
BOARD Project No. 47971

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, the City of Rochester Hills, hereinafter referred to as ROCHESTER HILLS; and

WHEREAS, the BOARD, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, the City of Troy, hereinafter referred to as TROY, and ROCHESTER HILLS have programmed the reconstruction and widening of Crooks Road, hereinafter referred to as the PROJECT; and

WHEREAS, for purposes of identification and funding, the PROJECT has been divided into the described limitations:

PART A – FEDERAL AND/OR STATE PARTICIPATION

Construction is described as 2.46 miles of hot mix asphalt and concrete pavement work along Crooks Road from Square Lake Road to approximately 2650 feet north of Auburn Road; including pavement removal , earthwork, storm sewer, water main repair, and traffic signal work; and all together with necessary related work. This work is eligible to receive federal and/or state funding.

PART B – NO FEDERAL OR STATE PARTICIPATION

The installation of sanitary sewer together with associated engineering and inspection services and street lighting installation within the City of Troy, defined as the distance of 1.06 miles located on Crooks Road from the centerline of the Square Lake Road intersection to the centerline of the South Boulevard Road intersection. This work is ineligible to receive federal and/or state funding.

PART C – NO FEDERAL OR STATE PARTICIPATION

The installation of water main together with associated engineering and inspection services within the City of Rochester Hills, defined as the distance of 1.40 miles located on Crooks Road from the centerline of the South Boulevard Road intersection to approximately 2650 feet north of Auburn Road. This work is ineligible to receive federal and/or state funding.

Part D – No Federal Participation

The removal of abandoned DTE Utilities located on Crooks Road within the PROJECT limits.

WHEREAS, the estimated total PROJECT cost is \$19,040,000; and

WHEREAS, the BOARD has executed MDOT Contract 06-5094 for partial funding of the PROJECT cost with Federal Equity Bonus Funds being used as Transportation Economic Development Funds, Category C Program; and

WHEREAS, the BOARD, as the requesting party therein, shall 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, the total PROJECT cost shall also include items that are ineligible to receive federal funding as detailed in MDOT Contract 06-5094, hereinafter referred to as the NON-PARTICIPATING items; and

WHEREAS, the parties hereto have reached a mutual understanding regarding cost sharing of 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 parties hereto as follows:

1. ROCHESTER HILLS and TROY approve of the PROJECT, declare its public necessity, and authorize the BOARD and MDOT to forthwith undertake and complete the PROJECT, as above described, and to perform all engineering, inspection, and administration in reference thereto.
2. The actual total cost of the PROJECT may include total payments to the contractor, construction engineering, material testing and inspection, construction and permanent traffic controls, traffic signals, and utility relocation costs.
3. All cost of the LOCAL MATCH for Part A of the PROJECT shall be shared 50% by the BOARD, 28% by ROCHESTER HILLS, and 22% by TROY, respectively, as indicated in Exhibit A.
4. ROCHESTER HILLS' 28% share of the estimated LOCAL MATCH for Part A of the PROJECT cost is \$992,600.
5. All contractor payments along with 15% associated engineering cost for Part B of the PROJECT, estimated in the amount of \$431,250, shall be funded entirely by TROY.

6. All contractor payments along with 15% associated engineering cost for Part C of the PROJECT, estimated in the amount of \$862,500, shall be funded entirely by ROCHESTER HILLS.
7. All contractor payments along with 15% associated engineering cost for Part D of the PROJECT, estimated in the amount of \$201,250, shall be funded entirely by the BOARD.
8. TROY'S 22% share of the LOCAL MATCH for Part A, estimated in the amount of \$779,900, and Part B of the PROJECT cost, estimated in the amount of \$431,250 shall be funded under a separate Agreement with the BOARD.
9. Upon execution of this Agreement, the BOARD shall submit an invoice to ROCHESTER HILLS for \$927,550 (being half of ROCHESTER HILLS' share of the PROJECT cost), as initial payment toward the PROJECT costs.
10. The BOARD shall invoice ROCHESTER HILLS and TROY periodically as additional costs accrue, after the initial payment has been expended.
11. Within 30 days upon completion of the PROJECT construction, the BOARD shall submit an estimated final invoice to ROCHESTER HILLS for the remainder of ROCHESTER HILLS' share of the estimated total LOCAL MATCH.
12. The total actual LOCAL MATCH shall be determined from the records of the BOARD upon completion of state financial audits for the PROJECT and a final determination of the total federal funds used toward the PROJECT costs. Final adjustments in the financial obligations of the parties hereto shall be made upon completion of the required audits.
13. ROCHESTER HILLS and TROY represent and warrant to the BOARD that they have sufficient funds available to pay their obligations under this Agreement and shall pay to the BOARD all sums due within 30 days of receipt of progress billings.
14. The PROJECT shall include restoration and vegetative stabilization of all medians. After growth is established, the CITY shall be responsible for maintenance of the boulevard medians. Additional landscape work shall be subject to applicable Road Commission for Oakland County permits.

15. 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 _____
Bryan K. Barnett

Its Mayor _____

By _____
Jane Leslie

Its Clerk _____

EXHIBIT A
CONSTRUCTION
CROOKS ROAD
Square Lake Road to Highway M-59
In the
City of Troy and City of Rochester Hills
BOARD Project No. 47971

ESTIMATED PROJECT COST			
	Federally Funded Items	Items Ineligible for Federal Funds	TOTAL
Contractor Payments (based on Engineers Estimate)			
A. Road Construction	\$15,000,000	0	\$15,000,000
B. City of Troy Sanitary & Street Lighting Cost	0	\$ 375,000	375,000
C. City of Rochester Hills Water Main Cost	0	750,000	750,000
D. Abandoned Utility Removal	0	175,000	175,000
Construction Engineering (15% of contractors pymts)	2,250,000	195,000	2,445,000
Traffic Signal Force Account Work	261,000	0	261,000
DTE/MacLeod USA Utility Relocation Force Account Work	34,000	0	34,000
Total Project Cost	\$17,545,000	\$1,495,000	\$19,040,000
Less Federal Equity Bonus Funds (capped)	(11,712,817)		(11,712,817)
Less State TED Funds, Cat C (80% of eligible items after deduction of Federal Equity Bonus Funds)	(2,287,183)	0	(2,287,183)
LOCAL MATCH	\$ 3,545,000	\$1,495,000	\$ 5,040,000

DISTRIBUTION OF LOCAL MATCH

		Part A	Parts B, C, D + 15%	Total Share(s)
BOARD	(50%)	\$1,772,500	(Part D) 201,250	\$1,973,750
TROY	(22%)	779,900	(Part B) 431,250	1,211,150
ROCHESTER HLS	(28%)	992,600	(Part C) 862,500	1,855,100
Total Local Match	(100%)	\$3,545,000	\$1,495,000	\$5,040,000

BREAKDOWN OF SHARES					
	ROCHESTER HLS	TROY	BOARD	COUNTY	TOTAL
Parts B, C, D + 15% for CE	\$ 862,500	\$431,250	\$ 201,250	\$ 0	\$1,495,000
28% & 50% of Part A	992,600	0	1,772,500	0	2,765,100
Tri-Party Program (22% of Part A)	0	259,966	259,967	259,967	779,900
Total Shares	\$1,855,100	\$691,216	\$2,233,717	\$259,967	\$5,040,000