

COST PARTICIPATION AGREEMENT

Hamlin Road Rehabilitation
East City Limits to North Squirrel Road
City of Auburn Hills
Rochester Hills Project No. E17-006

This Agreement, made and entered into this ____ day of _____, 2018, by and between the City of Rochester Hills, hereinafter referred to as ROCHESTER HILLS, and the City of Auburn Hills, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, ROCHESTER HILLS and the COMMUNITY have programmed for the future rehabilitation of Hamlin Road, as described in Exhibit "A", attached hereto, and made a part of hereof, which improvements involve roads under the jurisdiction of the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the collaborative PROJECT aligns with four of the COMMUNITY'S six values including attentive service, excellence, fiscal responsibility, and safety; and

WHEREAS, the estimated total cost of the PROJECT, as prepared by the COMMUNITY'S engineering consultant, OHM Advisors, is \$1,159,387; and

WHEREAS, ROCHESTER HILLS and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between ROCHESTER HILLS and the COMMUNITY that:

1. The COMMUNITY and ROCHESTER HILLS approve the PROJECT, declare its public necessity, and authorize ROCHESTER HILLS to forthwith undertake and complete the PROJECT, as above described, and to perform the contract administration relating thereto.
2. OHM Advisors will perform all engineering and inspection for the portion of the PROJECT under the jurisdiction of the COMMUNITY, which COMMUNITY'S portion of the PROJECT is the improvements to the roads under the jurisdiction of the COMMUNITY.
3. The COMMUNITY will pay for 100% of the actual construction and cost expenses associated with the COMMUNITY'S portion of the PROJECT. As costs and expenses of the PROJECT are incurred, ROCHESTER HILLS shall invoice the COMMUNITY for the COMMUNITY'S share.
 - a. The invoices shall be sent to:
Daniel C. Brisson, Manager of Fleet and Roads
City of Auburn Hills
1500 Brown Road
Auburn Hills, MI 48326

b. Payment shall be payable to ROCHESTER HILLS and shall be sent to:
Allan E. Schneck, P.E., Director of DPS/Engineering
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

4. Upon receipt of said invoices, the COMMUNITY shall pay to ROCHESTER HILLS the full amount thereof, within thirty (30) days of such receipt.
5. This Agreement is for the limited purpose of achieving economy, efficiency, and convenience through intergovernmental cooperation by ROCHESTER HILLS and the COMMUNITY for this collaborative PROJECT, and neither party intends to transfer or shift its respective jurisdiction, authority, liability, or responsibility over and for its portion of the PROJECT to the other party.
6. ROCHESTER HILLS does not warranty the design nor the construction contractor's work for the COMMUNITY'S portion of the PROJECT, and the COMMUNITY shall direct any claims or issues it may have relating to warranty or to defective or unsatisfactory design, workmanship, or materials to the contractor for the PROJECT or to the COMMUNITY'S engineering consultant. The COMMUNITY and/or the COMMUNITY'S consulting engineers shall have the right to inspect the improvements being made to the roads under the COMMUNITY'S jurisdiction at any time during the PROJECT. Under ROCHESTER HILLS' construction contract with its contractor for the PROJECT, the COMMUNITY shall be covered under any and all contractor and supplier warranties, bonds, and insurance for the COMMUNITY'S portion of the PROJECT, and the COMMUNITY shall be named as a third party beneficiary under the construction contract. To the fullest extent permitted by law, the COMMUNITY shall hold ROCHESTER HILLS harmless from and against any claim whatsoever of any kind or nature made by the COMMUNITY or any third party arising out of defective, improper, or unsatisfactory design, construction, workmanship, materials, operation, or maintenance of the COMMUNITY'S portion of the PROJECT, unless said claims arise due to the negligence, acts or omissions of ROCHESTER HILLS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

CITY OF ROCHESTER HILLS

By _____

Its _____

CITY OF AUBURN HILLS

By 

Its Mayor