

**COST PARTICIPATION AGREEMENT**

**CONSTRUCTION**

South Boulevard

East of Crooks Road to west of Livernois Road/

East of John R Road to west of Dequindre Road

City of Rochester Hills

Board Project No. 53401

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Rochester Hills, hereinafter referred to as ROCHESTER HILLS, provides as follows:

WHEREAS, the BOARD, ROCHESTER HILLS, and the City of Troy, hereinafter referred to as TROY, have programmed the resurfacing of South Boulevard from east of Crooks Road to west of Livernois Road and from east of John R Road to west of Dequindre Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve a border road under the jurisdiction of the BOARD and within TROY and ROCHESTER HILLS, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,718,000; and

WHEREAS, said PROJECT involves certain designated and approved Tri-Party Program funding in the amount of \$481,733, 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; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the PROJECT 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 ROCHESTER HILLS and the BOARD that:

PART ONE – PRELIMINARY ENGINEERING

1. TROY shall perform PART ONE of the PROJECT which shall include all preliminary engineering. Costs for the preliminary engineering, estimated in the amount of \$111,000, will be shared equally between the BOARD, TROY, and ROCHESTER HILLS. Any costs incurred by TROY prior to this agreement date shall be allowable.
2. Upon execution of this agreement, TROY shall submit two invoices as follows:

- a. The first invoice shall be payable by the BOARD in the amount of \$37,000 (being one-third share of the preliminary engineering estimated in the amount of \$111,000). The invoice shall be sent to:

Julie Enders, Engineering Aide  
Road Commission for Oakland County  
31001 Lahser Road  
Beverly Hills, MI 48025

- b. The second invoice shall be payable by ROCHESTER HILLS in the amount of \$37,000 (being one-third share of the preliminary engineering estimated in the amount of \$111,000). The invoice 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

3. Any PART ONE PROJECT costs above the estimated cost of \$111,000 will be shared equally between the BOARD, ROCHESTER HILLS, and TROY.
4. Upon receipt of said invoice(s), ROCHESTER HILLS and the BOARD shall pay to TROY the full amount thereof, within thirty (30) days of such receipt.

PART TWO – CONSTRUCTION ENGINEERING/CONSTRUCTION

1. The BOARD shall perform PART TWO of the PROJECT which shall include all construction engineering and total payments to the contractor. Costs for PART TWO,

estimated in the amount of \$1,607,000, will be shared equally and simultaneously between the BOARD, TROY, and ROCHESTER HILLS. Any costs incurred by the BOARD prior to this agreement date shall be allowable.

2. The estimated total PROJECT cost for PART TWO is \$1,607,000. ROCHESTER HILLS and TROY shall be invoiced simultaneously as follows:
  - a. ROCHESTER HILLS has agreed to contribute \$535,667 (\$481,733 in Tri-Party Program funds and a \$53,934 contribution).
  - b. TROY has agreed to contribute \$535,667.
3. Upon execution of this agreement, the BOARD shall submit an invoice to ROCHESTER HILLS in the amount of \$214,512 (being 100% of ROCHESTER HILLS' Tri-Party funds and 100% of their \$53,934 contribution).
4. After execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$160,578 (being 100% of the COUNTY'S Tri-Party contribution).
  - a. The invoice shall be sent to:  
  
Lynn Sonkiss, Manager of Fiscal Services  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328
5. Any PART TWO PROJECT costs above ROCHESTER HILLS' Tri-Party Program funding of \$481,733 and \$53,934 contribution and TROY'S contribution of \$535,667 will be shared equally between the BOARD, ROCHESTER HILLS, and TROY.
6. Upon receipt of said invoice(s), ROCHESTER HILLS and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
7. The BOARD shall execute a separate Cost Participation Agreement with TROY, for their share of the estimated PROJECT cost.

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

BOARD OF ROAD COMMISSIONERS OF THE  
COUNTY OF OAKLAND  
A Public Body Corporate

By \_\_\_\_\_

Its \_\_\_\_\_

CITY OF ROCHESTER HILLS

By \_\_\_\_\_

Its \_\_\_\_\_

## EXHIBIT A

### TRI - PARTY PROGRAM

South Boulevard

East of Crooks Road to west of Livernois Road/  
East of John R Road to west of Dequindre Road

City of Rochester Hills

Board Project No. 53401

Resurfacing of South Boulevard from east of Crooks Road to west of Livernois Road and from east of John R Road to west of Dequindre Road

<b>ESTIMATED PROJECT COST</b>
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<u>PART ONE</u> : Preliminary Engineering	\$111,000
<u>PART TWO</u> : Construction Engineering	\$207,000
Construction	<u>\$1,400,000</u>
<b>TOTAL ESTIMATED PROJECT COST:</b>	<u><u>\$1,718,000</u></u>

<b>COST PARTICIPATION BREAKDOWN</b>
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	ROCHESTER HILLS	TROY	COUNTY	BOARD	TOTAL
<b>PART ONE:</b>					
Contribution	\$37,000	\$37,000	\$0	\$37,000	\$111,000
<b>TOTAL PART ONE</b>	<b>\$37,000</b>	<b>\$37,000</b>	<b>\$0</b>	<b>\$37,000</b>	<b>\$111,000</b>
<b>PART TWO:</b>					
FY2017 Tri-Party Program	\$160,578	\$0	\$160,578	\$160,577	\$481,733
Contribution	\$53,934	\$535,667	\$0	\$535,666	\$1,125,267
<b>TOTAL PART TWO</b>	<b>\$214,512</b>	<b>\$535,667</b>	<b>\$160,578</b>	<b>\$696,243</b>	<b>\$1,607,000</b>
<b>TOTAL SHARES</b>	<b>\$251,512</b>	<b>\$572,667</b>	<b>\$160,578</b>	<b>\$733,243</b>	<b>\$1,718,000</b>