



CITY COUNCIL ACTION REPORT

February 16, 2012

TO: John Szerlag, City Manager

FROM: Mark Miller, Director of Economic and Community Development
Steve Vandette, City Engineer

SUBJECT: 2012 Tri-Party Program – Slab Replacements on County Roads

Recommendation:

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County (Board) for the 2012 Tri-Party Program to be used for concrete slab replacements on County Roads at an estimated cost to the City of Troy of \$94,375. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Background:

The Engineering Department proposed to the Board that concrete slab replacements be completed under the 2012 Tri-Party program. Tri-Party Program funds have been directed to slab replacements on County roads within the City of Troy for the past four years, primarily for work on John R.

Westbound Long Lake, from Crooks to Northfield Parkway has been identified as the primary candidate for repairs under the 2012 Tri-Party program. Numerous pothole patches and broken concrete pavement have deteriorated further over the winter months and are in dire need of repair. Should funds be available after the worst areas are completed on this section of Long Lake, other areas on County roads would be identified to maximize the benefit received by the Tri-Party program funds.

The 2012 Tri-Party Program amount for Troy is \$283,125. These funds are not sufficient to complete all necessary repairs on County Roads, but will be used to address only the worst locations. Specific locations would be identified in the field in coordination with the RCOC prior to work commencing.

Financial Considerations:

The City of Troy's share of the Tri-Party program is one-third (1/3) or \$94,375 of the total amount. The remaining two-thirds (2/3) or \$188,750 is shared equally by the Board and the Oakland County Board of Commissioners (County).

Funds for the City of Troy's share are included in the proposed 2012-13 Major Road fund. Funds would not be expended until after July 1, 2012.

Legal Considerations:

The format and content of the agreement is consistent with previously approved Cost Participation Agreements between the city and Board as approved by the Legal Department and City Council.



Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Eric S. Wilson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

31001 Lahser Road
Beverly Hills, MI
48025

248-645-2000

FAX
248-645-0618

TDD
248-645-9923

www.rcocweb.org

February 8, 2012

Mr. John Szerlag, Manager
City of Troy
500 West Big Beaver Road
Troy, MI 48084-5285

RE: FY 2012 Tri-Party Program

Dear Mr. Szerlag:

Your participation is requested in the FY 2012 Tri-Party Program for road improvements. The fiscal year governing this program is October 1, 2011 through September 30, 2012. The Oakland County Board of Commissioners has approved a Tri-Party budget of \$1,000,000 to create a \$3,000,000 program for FY 2012. A total of \$1,500,000 will be designated for townships and a total of \$1,500,000 will be designated for cities and villages.

The distribution formula and method of calculation of Tri-Party allocations have remained the same. For cities and villages, it includes RCOC road miles and three-year average annual accidents. For townships, the most recent census population figures are combined with RCOC road miles and three-year annual accidents. The figures for these three factors (population, miles and accidents) are calculated as the individual community's percentage of the total of each factor in each type of community. For example, county road accidents in a city or village are divided by the total of all county road accidents in all cities and villages. The distribution formulas have been used for years in an attempt to most equitably distribute the Tri-Party dollars.

Separate formulas are used because population in the city/village equation would skew the results toward more densely populated cities with fewer RCOC road miles. In townships, on the other hand, population has been used as a determining factor to prevent the distribution from being skewed toward townships with high road miles and small populations.

RECEIVED
ENGINEERING



City / Village Formula: Community Allocation = $\frac{Ad_{cv}(Ca + Rm)}{2}$

Where: Ad_{cv} = Total Amount for distribution to cities and villages
 Ca = Community % of total accidents on county roads in cities and villages
 Rm = Community % of total county road miles in cities and Villages

(Note that accidents are an annual average for a three-year period)

Township Formula: Community Allocation = $\frac{Ad_T(Ca + Pc + Rm)}{3}$

Where: Ad_T = Total Amount for distribution to townships
 Ca = Community % of total accidents on county roads in all townships
 Pc = Community % of total population in all townships
 Rm = Community % of total county road miles in all townships

(Note that accidents are an annual average for a three-year period)

Although the method of calculation and the factors involved have remained the same, the data on which those calculations are based has changed.

Population data is changed only after a decennial census or if the Census Bureau issues revised numbers. The data includes the most recent counts from the 2010 Census.

As in the past, RCOC road miles change only to reflect abandonments, transfers of jurisdiction, or the addition of new roads.

The most recent traffic accident data available from the Traffic Improvement Association of Oakland County is used. Currently, the average annual crash data from 2008 to 2010 is being used.

Your program allotment for this year is **\$283,125** and your share will be **\$94,375**. Any funds remaining from previous years may be added to this amount for use in 2012. You may use these funds to select a new project, continue funding a previous project, or save them to fund a future project. If you do not wish to participate in this program, please contact me as soon as possible, so your program allotment can be distributed as necessary.



The Tri-Party Program operates as follows:

- 1) Projects intended for 2012 construction must be selected and submitted with a local board or council resolution by May 2012.
- 2) Project locations and concepts must be approved by the County Board and the Road Commission for Oakland County.
- 3) Projects that cost more than the allocation may be selected if the community provides the additional funding.
- 4) Funding agreements must be executed before bids are accepted. On larger projects, a separate agreement for preliminary engineering or right of way may be executed prior to initiation of these phases.
- 5) Projects that improve road safety take precedence over other project types, e.g., congestion or drainage.
- 6) Due to the Road Commission's current road project commitments, preliminary and construction engineering may need to be provided by consultant engineers at a maximum rate of 10% and 15%, respectively, of estimated construction costs.

A schedule of events has been established as detailed below. If you are unable to meet any of the dates below, please inform me as soon as possible.

DEADLINE	ACTIVITY
May 2012	Potential project locations submitted to Programming Division for review.
June 2012	Local council resolutions and project commitments submitted for projects to be constructed in 2012.
July 2012	Project approval for Road Commission and County Board.
July – December 2012	Design, bidding and/or construction period.

I urge you to consider your options for projects now and involve your council members early in the process. Please contact me as soon as possible for cost estimates. The closer we follow the above schedule, the more successful our 2012 Tri-Party construction season will be.



A list of suggested project locations is attached. The list indicates some project possibilities collected from local officials, citizens, police reports, accident locations, Department of Customer Services, and Road Commission staff. The list is not in priority order and most do not yet have cost estimates. Also shown are some typical costs for comparison purposes.

In addition, a historical report of your community's Tri-Party Program participation is also attached. The report lists the projects that have been completed with their associated costs. The report also shows the allocations that have been reserved for future Tri-Party projects.

Please contact me at (248) 645-2000, extension 2266 for further discussion or assistance.

Sincerely,

A handwritten signature in black ink that reads "Thomas G. Noechel". The signature is fluid and cursive, written in a professional style.

Thomas G. Noechel
Programming Supervisor

TGN/je
Enclosures

2012 TRI-PARTY PROGRAM
CITY OF TROY
ALLOCATION FOR 2012: \$283,125

The following list contains typical safety projects with general costs for your information. Actual project costs will vary depending on location and a preliminary concept and estimate should be requested. Below is the list of potential project sites recommended over the past year or so by citizens and officials; many of these have not been field checked.

SAFETY PROJECTS	GENERAL COSTS
Additional right turn lane at intersection	\$100,000 per approach
Approach paving – subdivision street	\$ 50,000
Approach paving – primary road	\$ 75,000
Passing lane	\$ 60,000
Widen for 150-200' center left-turn lane	\$200,000 per approach
Shoulder paving one side	\$ 45,000 per mile

POTENTIAL PROJECT LOCATIONS

Crooks Road, Homestead to South Boulevard	Widen
Dequindre Road, Long Lake Road to South Boulevard	Widen to 5 lanes
John R Road, Long Lake Road to South Boulevard	Widen to 5 lanes
Livernois Road, Long Lake Road to South Boulevard	Widen to 5 lanes
Livernois Road, I-75 to Town Center Drive	Widen to 6 lane boulevard
Livernois Road at South Boulevard	Improve intersection (w/City of Rochester Hills)
Long Lake Road, Adams Road to east of Coolidge Highway	Widen
South Boulevard, Adams Road to Dequindre Road	Widen to 5 lanes
South Boulevard, Crooks Road to Livernois Road	Pave shoulders & cut hill
Square Lake Road at Livernois Road	Improve intersection
Various Locations	Concrete Repair
14 Mile Road, Campbell to Stephenson	Fund local share (2012 construction)
Livernois Road, Big Beaver to Wattles	Fund local share (2012 construction)

**ROAD COMMISSION FOR OAKLAND COUNTY
TRI-PARTY PROGRAM
1980-2012**

City of Troy
County Commissioner:

- 13- Robert Gosselin
- 19- Mike Bosnic
- 20- David W. Potts
- 24- Gary R. McGillivray

PROJECT DESCRIPTION	Date of Project Agrmt No.	1980-99	2000-01	2002-03	2004	2005	2006	2007	2008	2009	2010	2011	2012	PROJECT TOTAL
		32990	11,306											
14 Mile @ I-75	C	32990	11,306											11,306
John R-overlay	C	7/22/85	35291											108,183
Crooks & Livernois-overlays	C		36161											132,117
Crooks, B Beaver to Wattles-widen to 5 Ins	C	7/2/86	36641											70,759
Crooks@B Beaver/John R@Maple-add right turn In	C	8/26/87	37501											153,934
14 Mile, John R-Dequindre	C	8/10/89	38591											63,218
John R @ Cumberland & Wattles	C	10/6/88	38611											260,212
John R @ Wattles	C	8/10/89	39591											263,927
Maple @ John R & Chicago	C	6/21/90	40201											128,739
14 Mile, John R to Dequindre-resurface	C	4/26/91	39601											179,458
Long Lk, I-75 to Livernois-widen to 5 Ins	C	12/1/93	40931											582,368
John R n 14 Mile-reconst median turnarounds	C	5/7/92	41271											21,692
Livernois, 16 Mile-Town Ctr-widen to 5 In	C	8/2/95	42831											251,187
Livernois, Wattles-Braemer-widen 2 to 5 In	C	11/20/01	45101											1,958,912
14 Mile @ I-75-add dual left turn lanes	C	7/16/97	43811											190,550
Dequindre, Long Lk to Wattles-CONST	C	8/23/03	44431											346,954
Dequindre, Long Lk to Auburn-PE		4/25/02	46901											42,500
Crooks, Square Lk to S Blvd-CONST	C	8/10/06	47971											779,900
Big Beaver, Rochester to Dequindre-Widen to 6 lanes	C	7/14/05	48461											406,638
Crooks/Long Lake/Livernois	C	9/28/06	48551											715,625
Livernois, Maple to Big Beaver RRR	C	3/22/07	49021											733,700
Big Beaver/Dequindre/John R Concrete Repair	C	4/24/08	49311											186,540
2009 Concrete Slab Replacement	C	4/8/09	49871											595,176
2010 Concrete Slab Replacement		4/19/10	50341											396,159
2011 Concrete Slab Replacement		5/19/11	50911											280,435
AMOUNT REMAINING FOR FUTURE PROJECT			0											283,125
TOTAL			3,741,935	635,618	879,964	406,638	406,638	546,239	544,591	544,591	277,399	280,435	283,125	9,143,314

William J Huotari

From: Julie Enders [jenders@rcoc.org]
Sent: Wednesday, February 15, 2012 7:19 AM
To: William J Huotari
Subject: Cost Participation Agreement for 2012 Concrete Slab Replacement
Attachments: Project No. 51261 - City of Troy.pdf

Good morning,

Attached is the cost participation agreement for the above referenced project.

Please print two copies and arrange for signatures on both sets but do not date. The signed agreements should be returned to my attention as soon as possible. Our Board will return a fully executed original to you after their action.

Please reply to this email to confirm your receipt of the agreements.

If you have any questions, please feel free to call me.

Thanks,

Julie Enders - Engineering Aide
Road Commission for Oakland County
Programming Division/
Engineering Department
31001 Lahser Road
Beverly Hills, MI 48025
Office: 248.645.2000 ext. 2213 ~~ Fax: 248.645.0618

COST PARTICIPATION AGREEMENT

2012 Concrete Slab Replacement

Westbound Long Lake Road

From Crooks Road to Northfield Parkway

City of Troy

Board Project No. 51261

This Agreement, made and entered into this _____ day of _____, 2012, by and between the Board of Road Commissioners for the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed the concrete slab replacement on Westbound Long Lake Road from Crooks Road to Northfield Parkway, 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 \$283,125; and

WHEREAS, said PROJECT involves certain designated and approved Tri-Party Program funding in the amount of \$283,125, 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, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of 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 the COMMUNITY and the BOARD that:

1. The COMMUNITY shall forthwith undertake and complete the PROJECT, as above described, under Road Commission for Oakland County permit; and shall perform or cause to be performed all preliminary engineering services and administration in reference thereto.
2. The actual total cost of the PROJECT may include total payments to the contractor.
3. The COMMUNITY shall comply with the provisions as set forth in Exhibit "B" attached hereto.
4. The COMMUNITY shall comply with the liability and insurance requirements as set forth in Exhibit "C" attached hereto.
5. The estimated total PROJECT cost of \$283,125 shall be funded as detailed below:
 - a. The Tri-Party Program funding is not to exceed \$283,125.
 - b. The COMMUNITY agrees that any PROJECT costs above the Tri-Party Program funding of \$283,125 will be funded 100% by the COMMUNITY.
5. Upon execution of this agreement, the COMMUNITY shall submit an invoice to the BOARD in the amount of \$47,187 (being 50% of the BOARD'S Tri-Party contribution).
 - a. The invoice shall be sent to:

Ms. Julie Enders, Engineering Aide
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025
7. Upon execution of this agreement, the COMMUNITY shall submit an invoice to the COUNTY in the amount of \$47,187 (being 50% of the COUNTY'S Tri-Party contribution) on May 2, 2012.

- 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
8. As costs of the PROJECT are incurred, the COMMUNITY shall invoice the BOARD for the remaining 50% of the BOARD'S Tri-Party contribution, not to exceed \$47,188.
9. As costs of the PROJECT are incurred, the COMMUNITY shall invoice the COUNTY for the remaining 50% of the COUNTY'S Tri-Party contribution, not to exceed \$47,188.
10. Upon receipt of said invoice(s), the BOARD and the COUNTY shall pay to the COMMUNITY the full amount thereof, within thirty (30) days of such receipt.
11. Within 90 days of completion of the PROJECT, the COMMUNITY shall submit to the BOARD one copy of the complete set of the As-built construction plans containing the adjusted quantities of the PROJECT.

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 TROY

By _____

Its _____

By _____

Its _____

EXHIBIT A

TRI-PARTY PROGRAM

2012 Concrete Slab Replacement

City of Troy

Project No. 51261

Concrete slab replacement on Westbound Long Lake Road from Crooks Road to Northfield Parkway.

ESTIMATED PROJECT COST

Contractor Payments	<u>\$283,125</u>
Total Estimated Project Cost	<u>\$283,125</u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	BOARD	COUNTY	TOTAL
2012 Tri-Party Program	\$ 94,375	\$ 94,375	\$ 94,375	\$283,125
TOTAL SHARES	\$ 94,375	\$ 94,375	\$ 94,375	\$283,125

Exhibit B PROVISIONS

Bidding: The COMMUNITY shall select the contractor for its share of the work, on a competitive basis by advertising for sealed bids in accordance with its established practices.

Bonds – Insurance: The COMMUNITY shall require the contractor provide payment and performance bonds for the PROJECT; said bonds to be in compliance with the provisions of 1963 PA 213 as amended, compiled at MCL 129.201, et seq.

Further, the COMMUNITY shall require the contractor to provide insurance naming the Road Commission for Oakland County as additional named insured's. Coverage's shall be substantial as set forth in Exhibit "C", attached hereto.

Records: The parties shall keep records of their expenses regarding the PROJECT in accordance with generally accepted accounting procedures, and shall make said records available to the other during business hours upon request giving reasonable notice. Such records shall be kept for three (3) years from final payment.

Final costs shall be allocated after audit of the records and adjustments in payments shall be invoiced and paid within thirty (30) days thereafter.

EEO: The COMMUNITY shall require its contractor to specifically agree that it will comply with any and all applicable State, Federal, and Local statutes ordinances, and regulations, and with RCOC regulations during performance of the SERVICES and will require compliance of all subcontractors and subconsultants.

In accordance with Michigan 1976 PA 453, the COMMUNITY hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The COMMUNITY further agrees that it will require all subconsultants and subcontractors for this PROJECT comply with this provision.

Governmental Function, Scope: It is declared that the work performed under this AGREEMENT is a governmental function. It is the intention of the parties hereto that this AGREEMENT shall not be construed to waive the defense of governmental immunity held by the RCOC, and the COMMUNITY.

Third Parties: This AGREEMENT is not for the benefit of any third party.

**EXHIBIT C
LIABILITY AND INSURANCE REQUIREMENTS**

Hold Harmless Agreement: The Contractor shall hold harmless, represent, defend and indemnify the Board of County Road Commissioners of Oakland County, the Road Commission for Oakland County, its officers and employees; the County of Oakland; the Water Resources Drain Commissioner and relevant drainage district(s), if applicable; the Michigan State Transportation Commission; the Michigan Department of Transportation; and the local unit(s) of government, within which the Project is located against all claims for damages to public or private property, for injuries to persons, or for other claims arising out of the performance or non-performance of the contracted work, whether during the progress or after the completion thereof.

Insurance Coverage: The Contractor, prior to execution of the contract, shall file with the Road Commission for Oakland County, copies of complete certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Workmen's Compensation Insurance:** To provide protection for the Contractor's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** To afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

1.	Bodily Injury Liability	or:	Single Limit: Bodily Injury and Property Damage
	Each Person: \$1,000,000		Each Occurrence: \$1,000,000
	Each Occurrence \$1,000,000		Aggregate: \$2,000,000
	Aggregate \$2,000,000		

Property Damage Liability:
Each Occurrence: \$250,000
Aggregate: \$250,000

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion,

excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverage.

2. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability).

The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability	or	Single Limit: Bodily Injury and Property Damage Liability
Each Person	\$500,000	Each Occurrence: \$2,000,000
Each Occurrence	\$1,000,000	

Property Damage Liability:
Each Occurrence: \$1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The Contractor may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The Contractor shall provide for and on behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's Public Liability Insurance.
- e. Notice – The Contractor shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the Contractor cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The Contractor or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.