

CITY COUNCIL ACTION REPORT

September 3, 2008

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Asst. City Manager/Finance & Administration
 Brian P. Murphy, Asst. City Manager/Economic Development Services
 Steven J. Vandette, City Engineer *SV*

SUBJECT: Agenda Item – Approval of MDOT Amendatory Construction Contract
 Contract No. 08-5357
 Long Lake, Falmouth to Carnaby
 Project No. 91.204.5

Background:

- Troy entered into MDOT Contract No. 98-5029 for the reconstruction and widening of Long Lake Road, from Falmouth to Carnaby by Resolution #98-200 (copy attached).
- Contract No. 98-5029 allowed the use of city costs incurred for construction engineering as a “soft match” for the city’s share of the actual construction cost of the project.
- The use of a “soft match” reduced the actual construction amount billed to the city as it was treated as a credit towards the project.
- MDOT and the Federal Highway Administration (FHWA) have advised us that they no longer recognize the use of “soft match” funds.
- The attached Amendatory Contract No. 08-5357 revises the original agreement to change the “soft match” costs incurred for construction engineering, construction materials testing and inspection to federally reimbursable costs with all applicable cost participation percentages.

Financial Considerations:

- “Exhibit I Revised” (included in Amendatory Contract No. 08-5357) details the costs associated with the construction, force account and agreed unit price work, based on the original contract.
- Actual costs and actual project shares are detailed in “Exhibit 2”.
- The net result of the amendatory contract is a reimbursement to the city of \$48,264.58.

Legal Considerations:

- Amendatory Contract No. 08-5357, as submitted, is based on the original estimated costs used in Contract 98-5029, as is standard with all MDOT agreements, since these agreements are prepared when funding for the project is obligated and before actual costs are known.
- The city’s actual cost/reimbursement is based on the actual cost incurred by the contractor’s work within the parameters of the agreement as well as the actual costs paid for construction engineering, construction materials testing and inspection.

Policy Considerations:

- Troy has enhanced the health and safety of the community.
- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues.

Options:

- Staff recommends that City Council approve the attached Amendatory Contract No. 08-5357 with the Michigan Department of Transportation (MDOT) for the purpose of fixing the rights and obligations of each agency for the Long Lake Road, Falmouth to Carnaby reconstruction project.
- Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Prepared by: Bill Huotari, Deputy City Engineer

G:\Contracts\Contracts - 1998\98-7 - Long Lake, Falmouth to Carnaby\Amended Agreement 08-5357\To CC re MDOT Agreement_CON_REVISSED 2008_r1.doc

Approval of Contract with M.D.O.T. for the Improvement of Long Lake
Road, Falmouth to Carnaby, Project No. 91.204.5, State Contract No. 98-
5029

C-17

Resolution #98-200
Moved by Stevens
Seconded by Allemon

RESOLVED, that a contract between the City of Troy and the Michigan Department of Transportation for the reconstruction and widening to five (5) lanes of Long Lake Road from Falmouth (east of Livernois) with boulevard through the Rochester Roads intersection to Carnaby (east of Rochester Road) is hereby approved and the Mayor and City Clerk are authorized to execute the contracts, a copy of which shall be attached to the original minutes of this meeting.

Yes: All-7

98-7

RECEIVED BY

APR 27 1998

ENGINEERING

April 3 1998

TO: The Honorable Mayor and City Council

FROM: James C. Bacon, Jr., City Manager *B*
 John Szerlag, Assistant City Manager/Services *P*
 C. Neall Schroeder, City Engineer *NS*

SUBJECT: Contract with M.D.O.T. for the Improvement of
Long Lake Road, Falmouth to Carnaby
 Project No. 91.204.5, State Contract No. 98-5029

Attached is the contract between the Michigan Department of Transportation and the City of Troy for the reconstruction and widening to five (5) lanes of Long Lake from Falmouth (east of Livernois) with boulevard through the Rochester Road intersection to Carnaby (east of Rochester Road).

The preliminary engineering agreement was approved by City Council Resolution No. 93-179. The agreement for right-of-way was approved by City Council on February 8, 1993, Resolution No. 93-141. The project is being funded with Surface Transportation Program funds.

The balance of funding required is estimated to be \$1,622,035. Of this amount, \$520,000 is estimated to cover the costs for construction engineering and inspection.

The City has contracted with Hubbell, Roth and Clark, Inc. (H.R.C.) to fulfill the City's obligation for construction engineering. Exhibit I of the attached contract includes the estimated amount for construction engineering in the total amount. The City will use the costs incurred for construction engineering as a soft match (City pays H.R.C. actual project costs incurred and City is reimbursed by the state at the end of the project) for the project cost. As such, the City is responsible for an estimated share of the total project cost of \$1,102,035.

There is \$1,270,000.00 included in the proposed 1998/99 budget.

cc: Marsha Booser, Municipal Accountant

C-17

STATE OF MICHIGAN



JOHN ENGLER, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION
COMMISSION
Barton W. LaBelle
Jack L. Gingrass
Robert M. Andrews
John C. Kennedy
Betty Jean Awrey
Ted B. Wahby

TRANSPORTATION BUILDING, 425 WEST OTTAWA POST OFFICE BOX 30050, LANSING, MICHIGAN 48909
PHONE: (517) 373-2090 TDD NO.: (517) 373-0012 FAX NO.: (517) 373-0187

long
CITY OF TROY
MAR 30 1998
CLERK'S OFFICE

James R. DeSana, Director

March 25, 1998

Ms. Tamara A. Renshaw, Clerk
City of Troy
500 W. Big Beaver
Troy, MI 48084-5285

RE: MDOT Contract No.: 98-5029
Control Section STU 63459
Job Number 34662

Dear Ms. Renshaw:

We are enclosing the original and two copies of the above described contract to be executed by the City of Troy, the Road Commission for Oakland County and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

If the contract is approved by your council, please secure execution of the original and two copies and forward them to the other agency involved for their review and signature. Please have all copies of the contract returned to the Department's Local Agency Programs Unit, 1st floor, along with the necessary certified RESOLUTIONS, as required. PLEASE DO NOT DATE THE CONTRACTS.

One copy of the fully executed contract will be provided each party as soon as possible after execution by the Department. If you have any questions, please feel free to contact me at (517) 335-2264.

Sincerely,

A handwritten signature in cursive script that reads "Ruth Proctor".

Ruth Proctor
Contract Processing Specialist
Design Division

Enclosure

STP

DIR

Project STP 9863(008)
Job Number 34662
Control Section STU 63459
Fed Item #HH1551
Contract No. 98-5029

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; and the ROAD COMMISSION FOR THE COUNTY OF OAKLAND, MICHIGAN, hereinafter referred to as the "BOARD"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Troy, Oakland County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 2, 1998, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

The reconstruction and widening of Long Lake Road from Falmouth Road to Carnaby Road; the adjustment or construction of drainage structures, curb and gutter and pavement marking as may be required; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

The construction of sanitary sewer in connection with the improvement of Long Lake Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT and the costs of utility pole relocation, traffic signal controllers installation and equipment and any other costs incurred by the DEPARTMENT as a result of this contract except for cost of construction engineering incurred by the DEPARTMENT.

The costs incurred by the REQUESTING PARTY for preliminary engineering and right-of-way are excluded from the PROJECT COST as defined by this contract. Costs of construction engineering and inspection incurred by the DEPARTMENT will be paid by the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY shall:

A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

B. At PROJECT COST

Perform or cause to be performed the utility pole relocation, traffic signal controller installation and equipment necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

The REQUESTING PARTY has designed or caused to be designed the plans for the PROJECT at no cost to the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio for such funds. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

It is understood that costs of construction engineering (CE Cost) incurred by the REQUESTING PARTY are not eligible for Federal reimbursement, but may be used as soft match for the PROJECT COST.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY and the BOARD will each promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of that portion of the PROJECT within their respective jurisdiction.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors

or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

16. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide copies of notices and reports prepared to those insured.

17. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY and the BOARD, certified copies of which resolutions shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF TROY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

2-6-98
JCF

ROAD COMMISSION FOR THE
COUNTY OF OAKLAND

By _____
Title:

By _____
Title:

PAID
WCS
2-2-98
C
Admin.

February 2, 1998

EXHIBIT I

Project STP 9863(008)
Job Number 34662
Control Section STU 63459

ESTIMATED COST

CONTRACTED WORK	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$5,730,000	\$54,000	\$5,784,000
FORCE ACCOUNT & AGREED UNIT PRICE WORK(REQUESTING PARTY)			
Utility pole relocation, signal controller installation & equipment	\$ 44,300	\$ -0-	\$ 44,300
CE Cost*	\$ <u>520,000</u>	\$ <u>-0-</u>	\$ <u>520,000</u>
GRAND TOTAL	\$6,294,300	\$54,000	\$6,348,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$6,294,300	\$54,000	\$6,348,300
Less Federal Funds	\$ <u>4,726,265</u>	\$ <u>-0-</u>	\$ <u>4,726,265</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$1,568,035	\$54,000	\$1,622,035

*The CE Cost is not eligible for Federal participation, but may be used as soft match.

NO DEPOSIT

AMENDMENT TO CONTRACT 98-5029

DAB

Control Section	STU 63459
Job Number	34662
Project	STP 9863(008)
Federal Item No.	HH 1551
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	08-5357

THIS AMENDATORY CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; and the ROAD COMMISSION FOR THE COUNTY OF OAKLAND, MICHIGAN, hereinafter referred to as the "BOARD"; for the purpose of fixing the rights and obligations of the parties in agreeing to this Amendment to CONTRACT #98-5029.

WITNESSETH:

WHEREAS, the parties to the Amendment have heretofore, by a Contract dated April 27, 1998, hereinafter referred to as "CONTRACT 98-5029" provided for the construction and financing of that which is hereinafter referred to as the "PROJECT" and is described as follows:

PART A - FEDERAL PARTICIPATION

The reconstruction and widening of Long Lake Road from Falmouth Road to Carnaby Road; the adjustment or construction of drainage structures, curb and gutter and pavement marking as may be required; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

The construction of sanitary sewer in connection with the improvement of Long Lake Road; and all together with necessary related work.

WHEREAS, the DEPARTMENT and the REQUESTING PARTY having appropriate authority desire to amend CONTRACT 98-5029 to provide for the change in costs incurred by the REQUESTING PARTY for construction engineering, construction materials testing, and inspection for the PART A portion of the PROJECT from soft match to federally reimbursable and the associated change in cost participation.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

1. Section 2 of CONTRACT 98-5029 is revised to read as follows:

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PART A portion of the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection for the PART A portion of the PROJECT, or (2) 15 percent of the actual contracted physical construction costs for the PART A portion of the PROJECT.

The costs incurred by the REQUESTING PARTY for construction engineering, construction materials testing, and inspection for the PART B portion of the PROJECT, preliminary engineering, and right-of-way are excluded from the PROJECT COST as defined by this contract.

2. Section 4 of CONTRACT 98-5029 is revised to read as follows:

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

B. At PROJECT COST

(1) Perform or cause to be performed the utility pole relocation, traffic signal controller installation and equipment necessary for the completion of the PART A portion of the PROJECT.

(2) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART A portion of the PROJECT.

C. At no cost to the PROJECT

- (1) Design or cause to be designed the plans for the PROJECT.
- (2) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART B portion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

3. Section 5 of CONTRACT 98-5029 is revised to read as follows:

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

4. EXHIBIT I of CONTRACT 00-0000 is superseded by EXHIBIT I REVISED, dated July 24, 2008, attached hereto and made a part hereof. Any references to EXHIBIT I in CONTRACT 98-5029 shall be construed to mean EXHIBIT I REVISED.

5. Except as amended by the provisions herein, all of the provisions, covenants, and obligations of the parties contained in CONTRACT 98-5029 shall remain in full force and effect.

6. The REQUESTING PARTY waives any and all claims it has or may have against the DEPARTMENT which arise out of the need to amend CONTRACT 98-5029.

7. This Amendatory contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF TROY

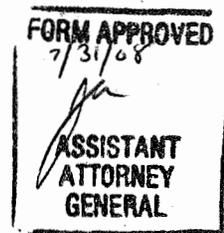
MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

ROAD COMMISSION FOR THE
COUNTY OF OAKLAND



By _____
Title:

By _____
Title:

July 24, 2008

EXHIBIT I REVISED

CONTROL SECTION STU 63459
JOB NUMBER 34662
PROJECT STP 9863(008)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$5,730,000	\$54,000	\$5,784,000

FORCE ACCOUNT & AGREED UNIT PRICE WORK (REQUESTING PARTY)

Utility Pole Relocation, Signal Controller Installation & Equipment	\$ 44,300	\$ -0-	\$ 44,300
Construction Engineering, Construction Materials Testing, and Inspection	\$ 520,000	\$ -0-	\$ 520,000
TOTAL ESTIMATED COST (FORCE ACCOUNT, ETC.)	\$ 564,300	\$ -0-	\$ 564,300

GRAND TOTAL	\$6,294,300	\$54,000	\$6,348,300
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$6,294,300	\$54,000	\$6,348,300
Less Federal Funds	<u>\$5,151,900</u>	<u>\$ -0-</u>	<u>\$5,151,900</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$1,142,400	\$54,000	\$1,196,400

NO DEPOSIT