



CITY COUNCIL ACTION REPORT

April 23, 2009

TO: John Szerlag, Acting City Manager

FROM: Brian Murphy, Assistant City Manager/Economic Development Services
Steven J. Vandette, City Engineer *[Signature]*

SUBJECT: Allocation of 2008 and 2009 Tri-Party Funds
Cost Participation Agreement for 2009 Concrete Program

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 2009 Concrete Program at an estimated cost to the City of Troy of \$198,392. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Background:

Portions of Big Beaver, Dequindre, John R, Crooks, Long Lake and Livernois, all county roads, have numerous pothole patches and broken concrete pavement that have gotten worse during the spring pothole season, which has been among the worst in recent years. The Engineering Department proposed to the Board that concrete slab replacements be started this spring using the remainder of 2008 Tri-Party funds and the new allocation of 2009 Tri-Party Program Funds for this much-needed work. Tri-Party Program funds can only be used to improve County roads within the City of Troy.

The balance of 2008 Tri-Party funds, in the amount of \$50,585, is due to the Livernois Road resurfacing project from Maple to Big Beaver being completed for less than the amount programmed. The available 2009 Tri-Party funds total \$544,591 for a total 2009 Concrete Program of \$595,176.

Financial Considerations:

The City of Troy's share of the Tri-Party program is one-third (1/3) or \$198,392 of the total amount. The remaining two-thirds (2/3) or \$396,784 is shared equally by the Board and the Oakland County Board of Commissioners (County). The Board will provide inspection services to the project at no cost to the city.

Funds for the City of Troy's share of the project are included in the 2008-09 and 2009-10 Major Road fund, account numbers 401.447.479.7989.500 and 401.447.479.7989.091016.

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.

Policy Considerations:

Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues (Goal II)



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

Board of Road Commissioners

Gregory C. Jamian
Commissioner

Richard G. Skarritt
Commissioner

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis G. Kolar, P.E.
Deputy Managing Director

Programming Division
Engineering Department

31001 Lahser Road
Beverly Hills, MI
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April 20, 2009

Bill Huotari, Deputy City Engineer
City of Troy
500 West Big Beaver Road
Troy, MI 48084-5285

RE: 2009 Concrete Program
Big Beaver, Dequindre, John R, Crooks, Long Lake and Livernois
RCOC Project #49871
Cost Participation Agreement

Dear Mr. Huotari:

Enclosed for your review and approval are two original sets of the cost participation agreement for the referenced project.

Please arrange for signatures but **do not date** the original sets. Please forward the signed agreements to me and our Board will return a fully executed original to you after their action.

Please call me at 248 645-2000, extension 2213, if you should have any questions.

Respectfully,

Shauna S. Knight
Engineering Aide
sknight@rcoc.org

Enclosures (2)

RECEIVED

APR 22 2009

ENGINEERING

COST PARTICIPATION AGREEMENT

2009 CONCRETE PROGRAM

Big Beaver Road, Dequindre Road, John R Road,
Crooks Road, Long Lake Road & Livernois Road

City of Troy

BOARD Project Number 49871

This Agreement, made and entered into this _____ day of _____, 2009, 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 various county roads, 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 \$595,176; and

WHEREAS, portions of said PROJECT costs involve certain designated and approved funding in accordance with the Tri-Party Program in the amount of \$595,176, 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. The BOARD shall perform the inspection for the PROJECT.

2. The actual total cost of the PROJECT may include total payments to the contractor.
3. The COMMUNITY shall comply with the provisions as setforth in Exhibit B attached hereto.
4. The estimated total PROJECT cost of \$595,176 shall be funded as detailed below:
 - a. The estimated total amount from the Tri-Party Program is \$595,176 and is proposed from the 2009 Tri-Party Program.
 - b. The BOARD shall administer the payments toward the PROJECT cost for the COUNTY'S Tri-Party contribution, along with the BOARD'S Tri-Party contribution in an amount equal thereto.
 - c. The COMMUNITY shall invoice the BOARD for any cost overages associated with the PROJECT up to the amount allocated to the COMMUNITY from the 2009 Tri-Party Program. The COMMUNITY agrees that any cost overages exceeding the actual 2009 Tri-Party Program allocation will be funded 100% by the COMMUNITY.
5. Upon execution of this Agreement, the COMMUNITY shall submit an invoice to the BOARD for \$198,392 as initial payment to the PROJECT, described as follows:

50% of the BOARD'S total Tri-Party contribution to the PROJECT	\$ 99,196
50% of the COUNTY'S total Tri-Party contribution to the PROJECT	99,196
Total Initial Payment	\$198,392

6. The COMMUNITY shall determine the final total PROJECT cost and submit to the BOARD for reimbursement following the implementation of the 2009 Tri-Party Program along with following required documents:
 - a. A cover letter originated by the COMMUNITY certifying that the PROJECT is now complete.
 - b. A copy of the FINAL payment estimate paid to the contractor.
 - c. An invoice reflecting the total remaining balance due for the BOARD'S share and the COUNTY'S share of the final PROJECT costs.

EXHIBIT A

TRI-PARTY PROGRAM

2009

County Supported Road Improvements

In the

City of Troy

<u>Project No.</u>	<u>Location</u>	<u>Type of Work</u>
49311	Big Beaver Road Dequindre Road John R Road Crooks Road Long Lake Road Livernois Road	Concrete Slab replacement

TOTAL ESTIMATED PROJECT COST

Contractor Payments	\$595,176
Total Estimated Project Cost	<u>\$595,176</u>

COST PARTICIPATION BREAKDOWN				
	COMMUNITY	BOARD	COUNTY	TOTAL
2008 Tri-Party Program	\$ 16,862	\$ 16,862	\$ 16,861	\$ 50,585
2009 Tri-Party Program	181,530	181,530	181,531	\$544,591
TOTAL SHARE(S)	\$198,392	\$198,392	\$198,392	\$595,176

**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 BOARD and the Road Commission for Oakland County as additional named insureds. Coverages shall be substantial

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.

2009 Tri-Party Program - Scattered Concrete Slab Replacement

