

# Twelve Mile Road Widening

## Location Map



Map Author: Runkel  
Date: 5-7-24  
Version #: 1.0

### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

### Map Legend



Capital Improvement Program Projects

— Open Drain



**City of Novi**

Engineering Division  
Department of Public Works  
26300 Lee BeGole Drive  
Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

May 6, 2024

Rebecca Runkel, Project Engineer  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: RCOC Cost Participation Agreement – 12 Mile Widening  
Board Project No. 50631**

Dear Ms. Runkel:

We have received and reviewed the Cost Participation Agreement prepared by the Board of County Road Commissioners (Board) for the performance of preliminary engineering, including preparation of reports and studies, environmental assessments, data, notes, tracings, drawings, soil borings, traffic engineering, drainage investigations, including preliminary plans, specifications, and estimate preparation, necessary to widen 12 Mile Road from Beck Road to Novi Road. The City's total share of the cost of preliminary engineering is \$860,142, with the remaining costs coming from Tri-Party Funds (\$350,310), the City of Wixom (\$75,144) and RCOC (\$1,285,596). RCOC will complete the engineering and invoice the parties for each one's share of the costs.

The Agreement is provided for the limited purpose of setting forth how the preliminary engineering costs will be paid by the named parties. Subject to Engineering review and approval of the cost breakdown of the project, we see no legal impediment to entering into the Cost Sharing Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Rebecca Runkel, Project Engineer  
City of Novi  
May 6, 2024  
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EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Megan Mikus, Deputy DPW Director (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**AMENDED**  
**COST PARTICIPATION AGREEMENT**

PRELIMINARY ENGINEERING

12 Mile Road

Beck to Novi Road

City of Novi

Board Project No. 50631

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 Novi, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed the preliminary engineering, 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 DESIGN; and

WHEREAS, the estimated total cost of the DESIGN is \$2,571,192; and

WHEREAS, said DESIGN involves certain designated and approved Tri-Party Program funding in the amount of \$350,310, as well as local contributions in the amount of \$2,220,882 which shall be paid through contributions by the BOARD, the COMMUNITY, the City of Wixom, 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 DESIGN 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 approves of the DESIGN, declares its public necessity, and authorizes the BOARD to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The DESIGN may consist of the preparation of reports and studies, environmental assessments, data, notes, tracings, drawings, soil borings, traffic engineering, drainage investigations, including preliminary plans, specifications, and estimate preparation, necessary for the construction. Any costs incurred by the BOARD prior to this agreement date shall be allowable.
3. The estimated total DESIGN cost of \$2,571,192 shall be invoiced in the following order as follows:
  - a. Tri-Party Program in the amount of \$350,310 allocated simultaneously and proportionately.
  - b. Local contribution in the amount of \$935,286 allocated simultaneously and proportionately.
  - c. The BOARD shall contribute \$1,285,596 toward the DESIGN.
  - d. Any DESIGN costs above \$2,571,192 will be funded 100% by the BOARD.
4. Upon execution of this agreement, the BOARD shall submit two invoices:
  - a. The first invoice shall be payable by the COMMUNITY in the amount of \$507,609. This includes \$77,538 (being 100% of the COMMUNITY'S Tri-Party contribution) and \$430,071 (being 50% of the COMMUNITY'S local contribution).
  - b. The second invoice shall be payable by the COUNTY in the amount of \$77,538 (being 100% of the COUNTY'S Tri-Party contribution).

c. The invoices shall be sent to:

Manager of Fiscal Services  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328

5. As costs of the DESIGN are incurred, the BOARD shall invoice the COMMUNITY for the remaining 50% of the COMMUNITY'S total contribution.
6. Upon receipt of said invoices, the COMMUNITY and COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

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 Novi

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TRI-PARTY PROGRAM**  
12 Mile Road  
Beck Road to Novi Road  
City of Novi  
Board Project No. 50631

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The performance of preliminary engineering may consist of the preparation of reports and studies, environmental assessments, data, notes, tracings, drawings, soil borings, traffic engineering, drainage investigations, including preliminary plans, specifications, and estimate preparation, necessary for the construction.

|                        |
|------------------------|
| ESTIMATED PROJECT COST |
|------------------------|

|                              |                           |
|------------------------------|---------------------------|
| Preliminary Engineering      | <u>\$2,571,192</u>        |
| Total Estimated Project Cost | <u><u>\$2,571,192</u></u> |

|                              |
|------------------------------|
| COST PARTICIPATION BREAKDOWN |
|------------------------------|

|                        | WIXOM     | COMMUNITY | COUNTY    | BOARD       | TOTAL       |
|------------------------|-----------|-----------|-----------|-------------|-------------|
| FY24 Tri-Party Program | \$39,232  | \$77,538  | \$116,770 | \$116,770   | \$350,310   |
| Contribution           | \$75,144  | \$860,142 | \$0       | \$1,285,596 | \$2,220,882 |
| TOTAL SHARES           | \$114,376 | \$937,680 | \$116,770 | \$1,402,366 | \$2,571,192 |

