

January 31, 2006

TO: John Szerlag, City Manager

FROM: Brian Murphy, Assistant City Manager/Services
Steven Vandette, City Engineer *SV*

SUBJECT: Agenda Item - Private Agreement for Amberwood Condominiums
Project No. 05.907.3

The Engineering Department has reviewed and approved plans for this project, which includes sanitary sewer, storm sewer, water main, paving, sidewalks, detention and soil erosion.

The Owner has provided a letter of credit for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

cc: Tonni Bartholomew, City Clerk (Original Agreement)
James Nash, Financial Services Director
Carol Anderson, Director of Parks and Recreation
Mark Miller, Planning Director
Nino Licari, City Assessor
Timothy Richnak, Director of Public Works
Amberwood Condominiums of Troy

Prepared by: G. Scott Finlay, P.E.
Civil Engineer

Enclosed Private Agreement, Detailed Summary, Sketch and Suggested Resolution

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)**

PROJECT NO. 05.907.3

PROJECT LOCATION:

NE ¼ Sec 3

RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

KNOW ALL MEN BY THESE PRESENT; That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and **Amberwood Condominiums of Troy, Inc.** whose address is **6924 Cottonwood Knoll, West Bloomfield, MI 48322** and whose telephone number is **248-431-3222** hereinafter referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of **Sanitary sewer, storm sewer, water main, paving, sidewalks, detention and soil erosion** in accordance with plans prepared by **Land Engineering Services.** whose address is **2201 12 Mile Road, Warren, MI 48092** and whose telephone number is **586-582-9800** and approved prior to construction by the City specifications of the City shall be complied with for this construction.

SECOND: That the Owners agree to contribute the approximate contract price of **\$ 266,681.00.** This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

- Cash
- Certificate of Deposit
- Irrevocable Bank Letter of Credit
- Check
- Performance Bond & 10% Cash

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the owner by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to deposit and contribute **\$14,150.00** cash fee per the attached **Detailed Summary of Required Escrow Deposits Cash Deposits and Cash Fees.**

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS**(PRIVATE AGREEMENT)**

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THIRD: The owners may contract for construction of said improvement or may have the City advertise for bids. In the even the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.

Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, according to the approved plans.

FOURTH: Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agrée and consent to pay the total sum of \$306,831.00 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

FIFTH: Owners agree that if, for any reason, the total cost of completion of such improvement shall exceed the sum deposited with the City in accordance with Paragraph SECOND hereof, that Owners will immediately remit such additional amount to the City upon request and City will disburse such additional amount in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sum deposited with City in accordance with Paragraph SECOND hereof, City will reimburse to the Owners the excess funds remaining after disbursement of funds.

SIXTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements for such public utilities as required by the City Engineer.

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)**

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DATE OF COUNCIL APPROVAL:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 30th day of JANUARY, 2006.

OWNERS

CITY OF TROY

By:

By:

Please Print or Type

FAIZ AYAN

Louise E. Schilling, Mayor

Please Print or Type

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 30th day of JANUARY, A.D. 2006, before me personally appeared FAIZ AYAN known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

[Signature]

GERARD E. VOSS
Notary Public, Oakland Co., MI
My Commission Expires Feb. 18, 2011

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 2-18-2011

Detailed Summary of Required Escrow Deposits or Performance Bond, Cash Fees & Deposits
 Amberwood Condominium
 12 Units - Section 3

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$24,580
Water Mains	\$36,720
Storm Sewers	\$45,762
Rear Yard Drains	\$14,760
Pavement - CONCRETE	\$37,870
Grading	\$14,400
Detention Basin	\$7,200
Soil Erosion Control Measures	\$4,170
Monuments and Lot Corner Irons	\$70
Temporary Access Road	\$6,840
Deceleration and/or Passing Lane - MAJOR ROAD	\$22,500
Sidewalks - ON SITE	\$9,609
Sidewalks - OFF SITE	\$3,000
Street Light	\$7,000
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$7,200
Emergency Vehicle Access	\$9,400
Retaining Wall	\$15,600
TOTAL ESCROW DEPOSITS (REFUNDABLE):	\$266,681

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination (PA2)	\$650
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$667
Testing Services (SUB 11)	\$4,000
Engineering Review and Inspection (PA 1)	\$19,974
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):	\$25,291

CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	\$324
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,400
Landscape Deposit	\$8,139
Punchlist & Restoration Deposit	\$3,996
(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):	\$14,859

Stormwater detention for this development will be provided by: A private pond
 Engineer: Land Engineering Services
 Developer: Frank Ayar

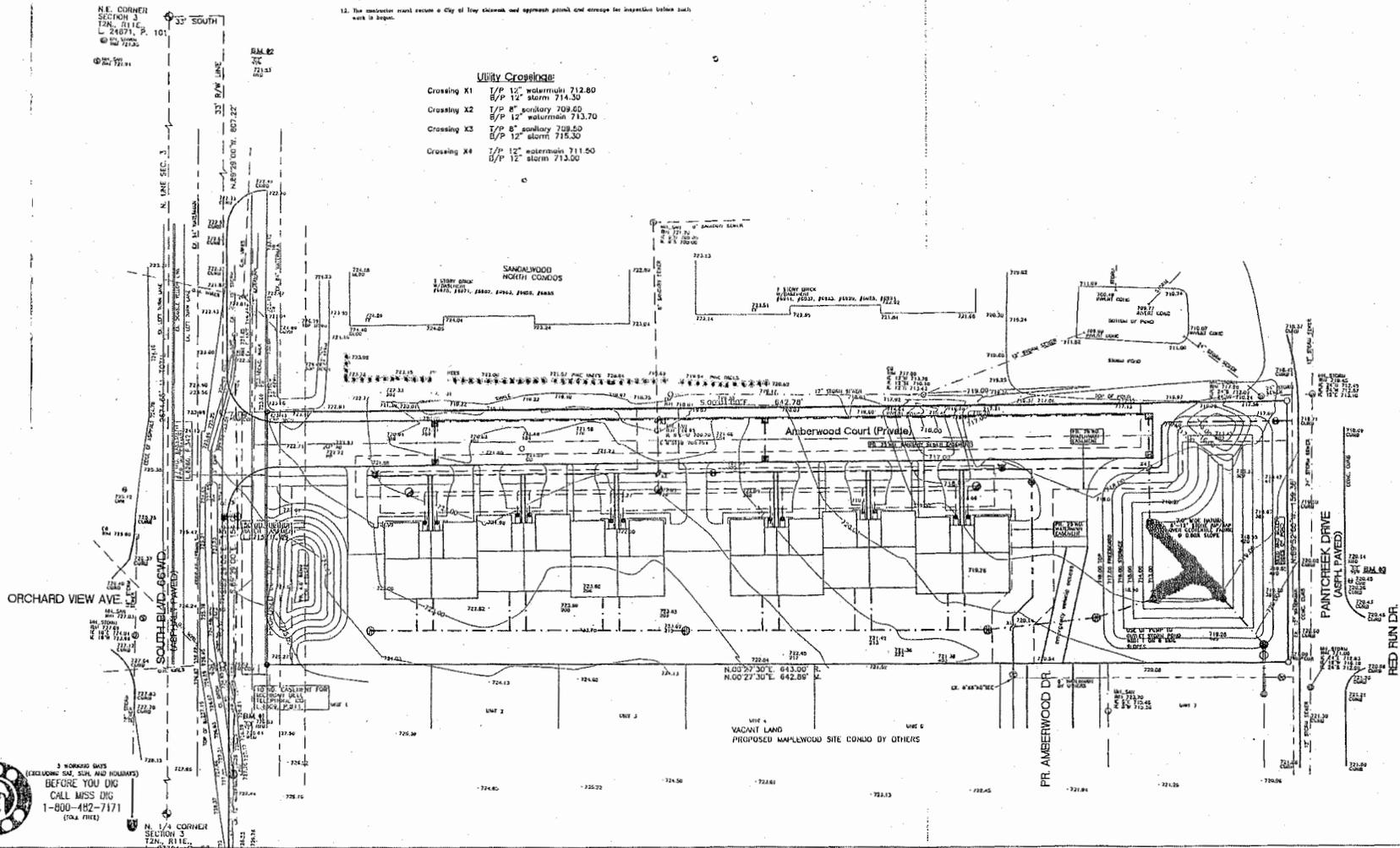


GENERAL PROJECT NOTES

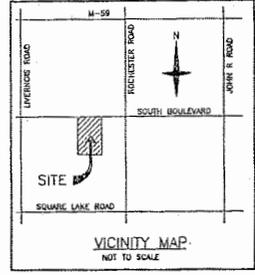
- All of the work specified in the contract documents shall be done in accordance with the Michigan Department of Transportation 2003 Standard Specifications for Construction, except as specifically modified in the plans and/or specifications.
- The location of all utilities shown on the plans to be taken from the best available data. L&S will not be responsible for errors in the information provided. Payment for Act 53 of the P.A. of 1974, as a condition of the contract, shall be given to M&S INC for any underground work as set forth in accordance with the contract. The contractor shall notify M&S INC a minimum of 72 hours prior to any excavation or grading.
- The contractor shall obtain, pay for and comply with all permits necessary from public agencies including, but not limited to the City of Troy.
- All pavement, drainage, sidewalks, landscaping, drainage pipes, etc., damaged during construction shall be restored by the contractor to equal or better condition than prior to construction.
- 72 hours prior to start of construction the contractor shall post M&S DU (800) 402-7171.
- All areas off-site disturbed by the construction shall be restored by the contractor to equal or better condition than prior to construction.
- All contractors are responsible to insure that proper inspection has been arranged and scheduled with the owner and other governmental agencies.
- ==== indicates geosynthetic sand blanket (GSA Composite).
- All contractors are responsible to review and visit the site to determine conditions above ground and below ground prior to entering into any contracts with the owner for work on any line.
- All contractors are responsible to determine their own quantities and types that these plans represent an estimate of the conditions and quantities being built a good faith representation of required materials.
- The contractor must obtain a permit from the MDCD office for any work within the South Boulevard Right-of-Way.
- The contractor must secure a City of Troy clearance and approval permit and arrange the inspection before such work is begun.

Utility Crossings:

- Crossing X1 1/P 12" watermain 712.80
8/P 14" storm 714.30
- Crossing X2 1/P 8" sanitary 709.00
8/P 12" watermain 713.70
- Crossing X3 1/P 8" sanitary 718.80
8/P 12" storm 715.30
- Crossing X4 1/P 12" watermain 711.50
8/P 12" storm 713.00



LAND ENGINEERING LEGEND		
EXISTING	PROPOSED	SYMBOL DESCRIPTION
○	○	STORM MANHOLE
○	○	STORM CATCH BASIN (YARD)
○	○	STORM CATCH BASIN (PAVEMENT)
○	○	STORM OUTLET/VALET
○	○	WATER GATE VALVE
○	○	WATER HYDRANT
○	○	WATER THROUST BLOCK
○	○	SANITARY SEWER MANHOLE
○	○	SANITARY SEWER CLEAN OUT
○	○	LIGHT POLE
○	○	UTILITY POLE
○	○	PROPERTY CORNER
LINETYPE STYLE		LINETYPE DESCRIPTION
---		EXISTING STORM SEWER
---		PROPOSED STORM SEWER
---		EXISTING WATER MAIN
---		PROPOSED WATER MAIN
---		EXISTING SANITARY SEWER
---		PROPOSED SANITARY SEWER
---		EXISTING OVERHEAD WIRES



DATE	REVISIONS	BY
01-09-06	Per City Engineer 01-09-06	DK
12-27-05	Per City Engineer 12-15-05	DK
12-7-05	Per City Engineer 11-30-05	DK
11-02-05	Per City Engineer 11-07-05	DK
10-25-05	Per City Engineer 10-05-05	DK
9-14-05	Per City Engineer 8-18-05	DK
8-11-05	Per City Engineer 8-1-05	DK

DRAWN	DK
DESIGNED	DK
CHECKED BY	DK
APPROVED BY	NA

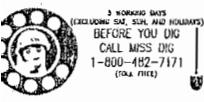
L.E.S.
 LAND ENGINEERING SERVICES, INC.
 2201 11 MILE ROAD
 WARREN, MICHIGAN 48092
 PHONE (586) 582-9800 FAX (586) 582-9866
 E-MAIL - landengineering@attglobal.net

General Utility Plan
Amberwood Condominium
 #109 South Boulevard
 Troy, Oakland County, Michigan

CLIENT: Frank Ayar 1297 Concord
 2481431-3222 Hamtramck, Michigan 48222

SCALE: 1"=30'
 ISSUE DATE: 6-27-05
 JOB NO.: 04051

SHT 2 OF 12



WORKING DUES (EXCLUDING SAT, SUN, AND HOLIDAYS)
 BEFORE YOU DIG
 CALL MISS DIG
 1-800-482-7171
 (TOL 1982)