



## CITY COUNCIL AGENDA ITEM

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Date: May 6, 2014

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Steven J. Vandette, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements  
Cedar Pines Woods Site Condominiums - Project No. 13.919.3

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### **History**

Trowbridge Homes Construction LLC proposes to develop Cedar Pines Woods Site Condominiums located east of Crooks road and south of Benjamin in the NW ¼ of Section 4.

Troy Planning Commission recommended preliminary site plan approval on August 13, 2014.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements which will be constructed by Trowbridge Homes Construction LLC on behalf of the City of Troy: sanitary sewer, storm sewer, water main, paving, sidewalks, soil erosion and landscaping improvements. The required fees and refundable escrow deposits in the form of Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by Trowbridge Homes Construction LLC (see attached Private Agreement).

### **Recommendation**

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

# City Of Troy

## Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **13.919.3**

Project Location: **NW 1/4 Section 4**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **14th** day of **April, 2014** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Trowbridge Homes Construction LLC** whose address is **2617 Beacon Hill Dr, Auburn Hills, MI 48328** and whose telephone number is **248-703-4653** hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of **Sanitary Sewer, Storm Sewer, Water Man, Paving, Sidewalks, Soil Erosion and Landscaping** in accordance with plans prepared by **Vitins Engineering** whose address is **44275 Brandywine, Canton, MI 48187** and whose telephone number is **734-453-3460** and approved prior to construction by the City in accordance with City of Troy specifications.

**SECOND:** That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **232,522.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>
Check	<input type="checkbox"/>
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>

Refundable cash deposit in the amount of \$ **30,191.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **27,454.00**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

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Contract for Installation of Municipal Improvements  
(Private Agreement)

**THIRD:** The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer 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, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

**FOURTH:** Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

**FIFTH:** 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 and/or right-of-way for such public utilities as required by the City Engineer.

**City Of Troy**  
Contract for Installation of Municipal Improvements  
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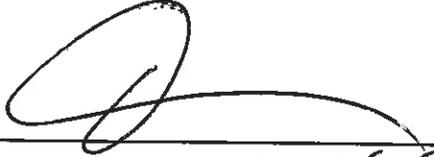
**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNERS

CITY OF TROY

By:

By:



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Please Print or Type *on Behalf of  
Trobridge Homes Co. ST  
ALL GO BOTH SIGNED*

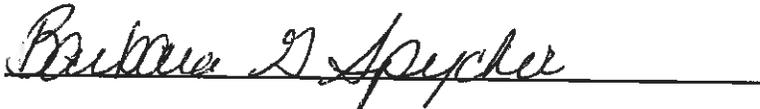
Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 17th day of April, A.D. 2014, before me personally appeared Anthony F. Randazzo 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.



NOTARY PUBLIC, Oakland County, Michigan

My commission expires: March 22, 2017

BARBARA G. SPYCHER  
Notary Public, State of Michigan, County of Macomb  
My Commission Expires March 22, 2017  
Acting in the County of ~~Macomb~~ Oakland

Detailed Summary of Required Deposits & Fees  
 Cedar Pines Woods  
 7 Units - Section 4

**PAID**  
 MAY 05 2014  
 CITY OF TROY  
 TREASURER'S OFFICE

**ESCROW DEPOSITS or PERFORMANCE BOND & 10% CASH:**

Sanitary Sewers	\$32,070
Water Mains	\$54,610
Storm Sewers	\$15,996
Pavement - CONCRETE	\$54,260
Grading	\$32,675
Detention Basin	\$5,053
Monuments and Lot Corner Irons	\$340
Improvement of Park or Open Space	\$26,718
Sidewalks - ON SITE	\$4,800
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,000
<b>TOTAL ESCROW DEPOSITS or PERFORMANCE BOND:</b>	<b>\$232,522</b>
10% Cash ( Refundable) \$	23,252

**CASH FEES (NON-REFUNDABLE):**

Water Main Testing and Chlorination (PA2)	\$650
Street Name and Traffic Signs (SUB 4)	\$500
Maintenance of Detention Basin (20 year)	\$7,600
Testing Services (SUB 11)	\$3,488
Engineering Review and Inspection (PA 1)	\$17,416
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$2,200
<b>(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):</b>	<b>\$27,454</b>

**CASH DEPOSITS (REFUNDABLE):**

Sidewalk Closures	\$324
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,000
Landscape Deposit	\$3,740
Punchlist & Restoration Deposit	\$23,252
Deposit for Repair, Replacement or Maintenance of SESC	\$875
<b>(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):</b>	<b>\$30,191</b>

NOTE: Separate Checks Required for Refundable & Non-Refundable

Stormwater detention for this development will be provided by:  
 Existing Public Ponds  
 Engineer: Vitins Engineering  
 Developer: Trowbridge of Cedar Pines II, LLC

