



CITY COUNCIL AGENDA ITEM

Date: May 29, 2015

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
Virgilia Water & Sewer Extension - Project No. 14.903.3

History

Champagne Building Company proposes to construct one (1) residential unit located at the north end of Virgilia Avenue, north of Long Lake Road and west of Livernois Avenue in Section 9.

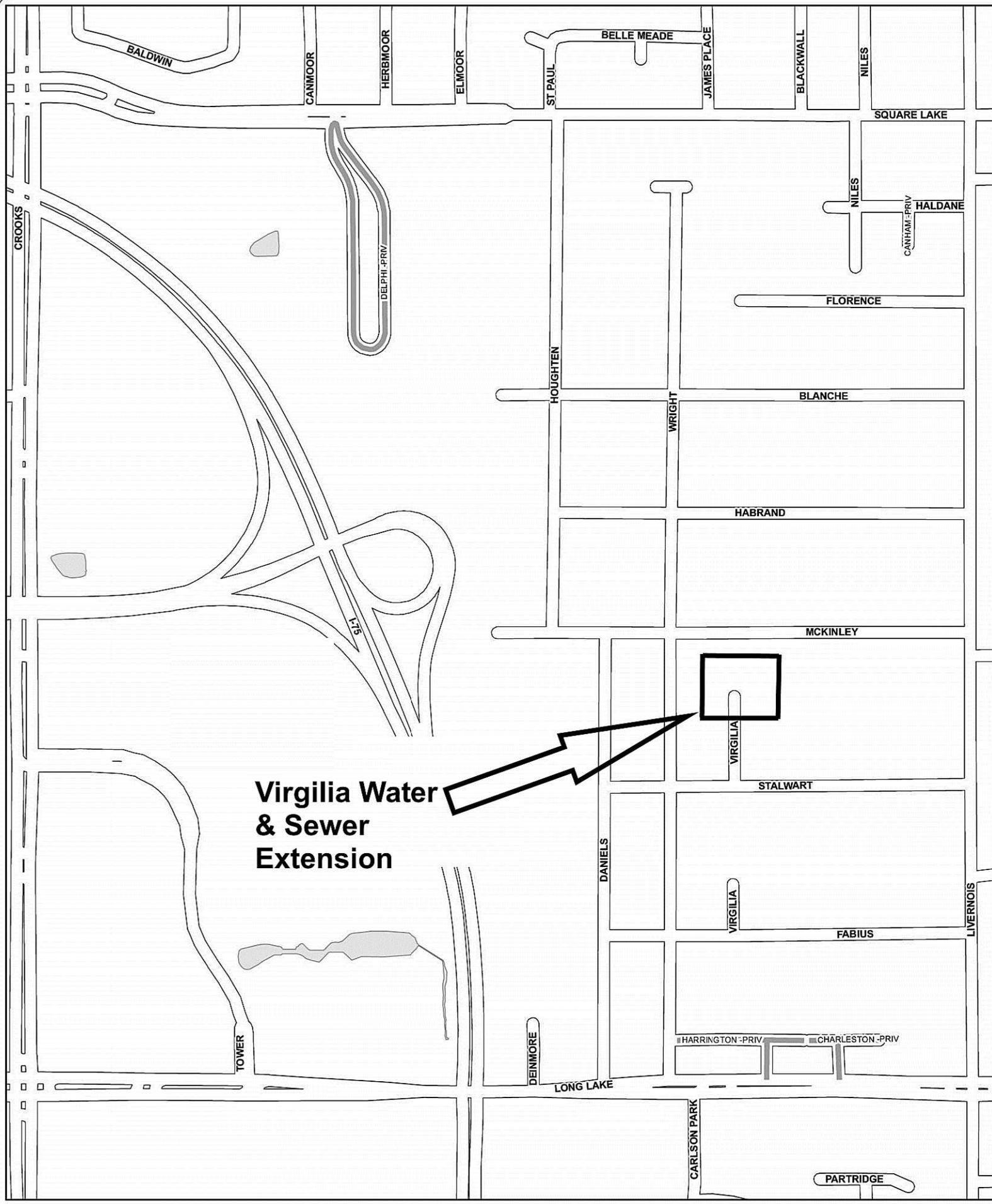
Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by Champagne Building Company on behalf of the City of Troy; including Water Main, Sanitary Sewer, Storm Sewer, and Asphalt Pavement. The required fees and refundable escrow deposits in the form of a Check, that will assure completion of the municipal improvements, have been provided by Champagne Building Company (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

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



**Virgilia Water
& Sewer
Extension**



City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **14.903.3**

Project Location: **SE 1/4 Section 9**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **29th** day of **May, 2015** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Champagne Building Company** whose address is **47858 Van Dyke Avenue, Shelby Twp., MI 48317** and whose telephone number is **(586)-726-1501** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, and Asphalt Pavement** in accordance with plans prepared by **Chippewa Consulting** whose address is **8140 Paction, Shelby Twp., MI 48317** and whose telephone number is **(586) 737-7993** 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 \$ **52,625.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check

Certificate of Deposit & 10% Cash

Irrevocable Bank Letter of Credit & 10% Cash

Performance Bond & 10% Cash

} 10% Cash _____
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Refundable cash deposit in the amount of \$ **7,763.00**. This amount will be deposited with the City in the form of (check one):

Cash

Check

Non-refundable cash fees in the amount of \$ **8,157.00**. This amount will be paid to the City in the form of (check one):

Cash

Check

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.

City Of Troy
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 (Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

OWNERS CHAMPAGNE

CITY OF TROY

By: ^{MANAGER} FRANCO C. MANCINI

By:



FRANCO C. MANCINI

Please Print or Type

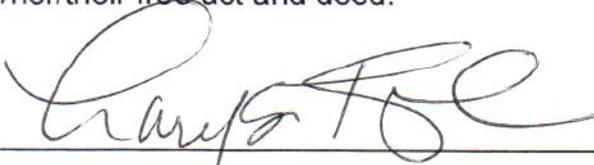
Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 29th day of May, A.D. 2015, before me personally appeared Franco Mancini, Manager of Champagne Investments company 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

LARYSA FIGOL
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 03/02/2018

My commission expires: _____

Detailed Summary of Required Deposits & Fees
 Virgilia Water & Sewer Extension
 1 Unit - Section 9

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$8,970
Water Mains	\$10,755
Storm Sewers	\$3,800
Pavement - BITUMINOUS	\$21,100
Grading	\$2,000
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,000
TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE):	\$52,625

(Circle One)

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination (PA2)	\$650
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$2,900
Testing Services (SUB 11)	\$789
Engineering Review and Inspection (PA 1)	\$4,263
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$445
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):	\$8,157

CASH DEPOSITS (REFUNDABLE):

Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,000
Punchlist & Restoration Deposit	\$5,263
Deposit for Repair, Replacement or Maintenance of SESC	\$500
(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):	\$7,763

Stormwater detention for this development will be provided by:
 Not Required
 Engineer: Chippewa Consulting
 Developer: Franco Mancini

PAID
 JUN 01 2015
 CITY OF TROY
 TREASURER'S OFFICE