



CITY COUNCIL AGENDA ITEM

Date: September 23, 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
Golden Gate Plaza Sanitary Sewer Relocation - Project No. 15.405.3

History

Tower Construction proposes a building addition and sanitary relocation at Golden Gate Plaza located at the northwest corner of Big Beaver and Dequindre.

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 Tower Construction on behalf of the City of Troy; including sanitary sewer. The required fees and refundable escrow deposits in the form of Cash, that will assure completion of the municipal improvements, have been provided by Tower Construction (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.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: 15.405.3 Project Location: SE 1/4 Section 24
Resolution No: _____ Date of Council Approval: _____

This Contract, made and entered into this 28th day of September, 2015 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and Tower Construction whose address is 3883 Telegraph, Suite 200, Bloomfield Twp., MI 48302 and whose telephone number is 248-287-8200 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of sanitary sewer in accordance with plans prepared by Civil Engineering Solutions, Inc whose address is 56711 Grand River, New Hudson, MI 48165 and whose telephone number is 248-264-6906 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 \$ 25,747.00. This amount will be deposited with the City in the form of (check one):

| | | |
|--|-------------------------------------|----------------------------|
| Cash/Check | <input checked="" type="checkbox"/> | } 10% Cash <u>2,575.00</u> |
| Certificate of Deposit & 10% Cash | <input type="checkbox"/> | |
| Irrevocable Bank Letter of Credit & 10% Cash | <input type="checkbox"/> | |
| Performance Bond & 10% Cash | <input type="checkbox"/> | |

Refundable cash deposit in the amount of \$ 7,575.00. This amount will be deposited with the City in the form of (check one):

Cash Check

Non-refundable cash fees in the amount of \$ 1,957.00. 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.

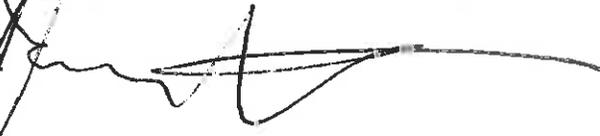
City Of Troy

**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 21 day of Sept, 2015.

OWNERS

CITY OF TROY

By: 

By:

Keany Hanna

Please Print or Type

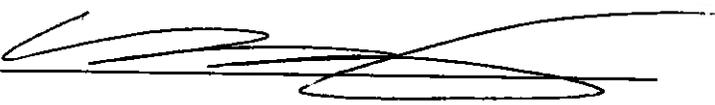
Dane M. Slater, Mayor

Please Print or Type

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 21 day of Sept, A.D. 2015, before me personally appeared Keany Hanna 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: 11-23-2016

CODY PIETZ
Notary Public, State of Michigan
County of Macomb
My Commission Expires 11-23-2016
Acting in the County of Calhoun

**Detailed Summary of Required Deposits & Fees
Golden Gate Plaza
15.405.3**

ESCROW DEPOSITS (PUBLIC):

| | |
|---|------------------------|
| Sanitary Sewers | \$25,747 |
| Water Mains | \$0 |
| Paving | \$0 |
| Sidewalks | \$0 |
| Deceleration and/or Passing Lane - MAJOR ROAD | \$0 |
| Major Road Improvements (other than decel or passing lanes) | \$0 |
| Underground Detention System/Restricted Outlet/Sewer Tap/Oil & Gas Trap | \$0 |
| TOTAL ESCROW DEPOSITS (Refundable): | <u>\$25,747</u> |

CASH FEES (Non-Refundable):

| | |
|---|-----------------------|
| Engineering Review Fee (Private Improvements)(PA1) | \$344 |
| Water Main Testing and Chlorination (PA 2) | \$0 |
| Plan Review and Construction Inspection Fee (Public Improvements) (PA1) | \$2,086 |
| Soil Erosion/Sedimentation Control Commercial Permit Fee (SUB 10) | \$0 |
| Soil Erosion/Sedimentation Control Commercial Inspection Fee (SUB 10) | \$0 |
| Less Initial Engineering Review Fee (Public & Private)(1.1%) | -\$473 |
| TOTAL CASH FEES (Non-Refundable): | <u>\$1,957</u> |

CASH DEPOSITS (Refundable):

| | |
|--|-----------------------|
| Street Cleaning/Road Maintenance | \$5,000 |
| Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance | \$0 |
| Punchlist & Restoration | \$2,575 |
| TOTAL CASH DEPOSITS (Refundable): | <u>\$7,575</u> |

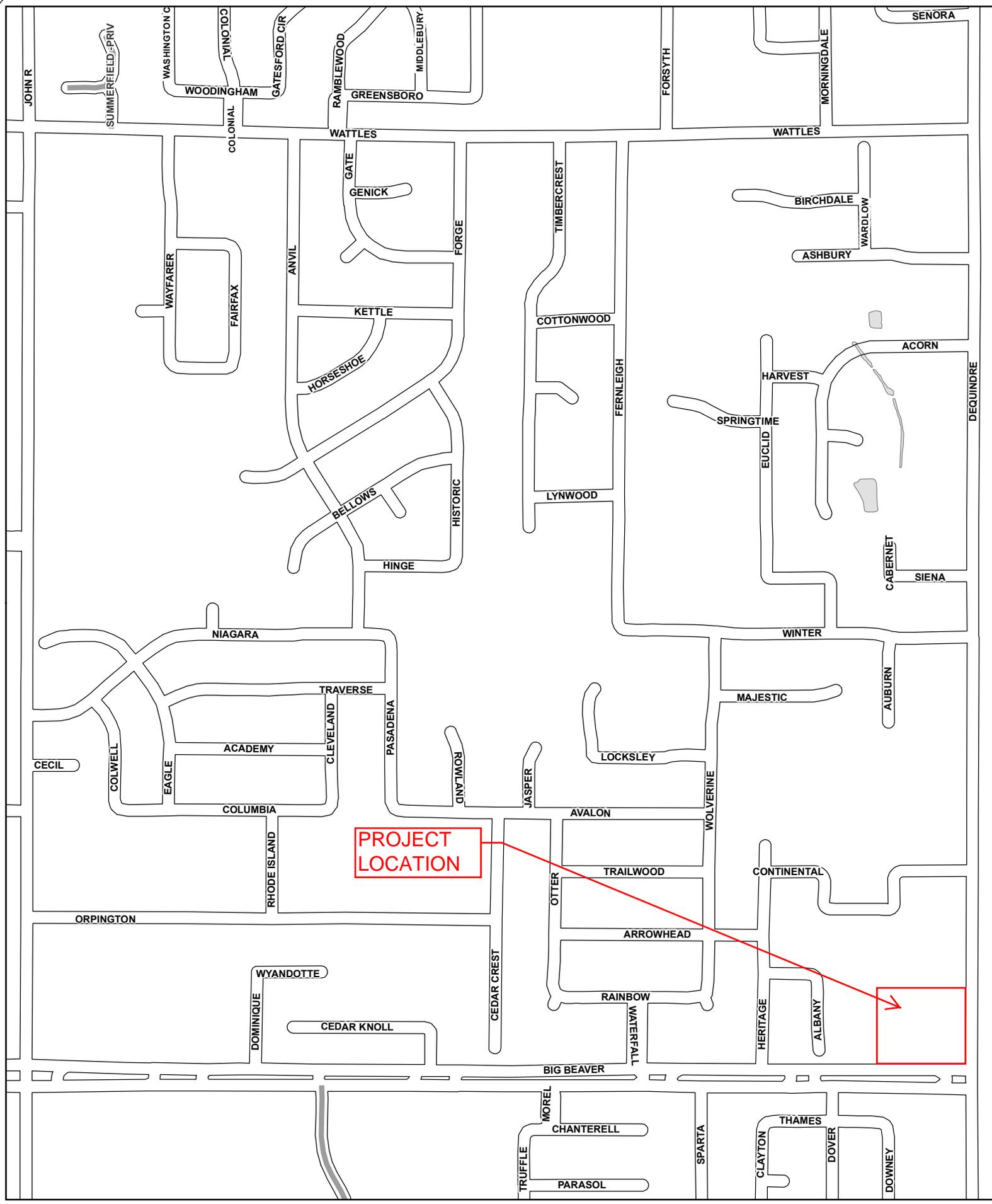
| | |
|--|------------------------|
| Total Escrow & Cash Deposits (Refundable): | <u>\$33,322</u> |
| Total Cash Fees (Non-Refundable): | <u>\$1,957</u> |

Total Amount: **\$35,279**

PAID

SEP 22 2015

CITY OF TROY
TREASURER'S OFFICE



Legend

-  Private
-  Do Not Salt

Street Map

Section 24



Date: 4/10/2015