



CITY COUNCIL AGENDA ITEM

Date: September 13, 2016

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
La Force Addition - Project No. 16.907.3

History

La Force proposes to build an 11,500 square foot addition to an existing light industrial building located on the southwest end of Robins Court, in Section 36. Administrative Preliminary Site Plan was granted on March 28, 2016.

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 La Force, Inc on behalf of the City of Troy: including water main and soil erosion. The required fees and refundable escrow deposits in the form of performance bond & 10% cash, that will assure completion of the municipal improvements, have been provided by La Force, Inc (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.

OF ADDED HYDRANT
PER ORIGINAL DESIGN

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **16.907.3**

Project Location: **SW 1/4 Section 36**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **25th** day of **July, 2016** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **LAFORCE INC.**, whose address is **1060 W. MASON ST. GREEN BAY, WI 54303** and whose telephone number is **920-497-7100** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water main and soil erosion** in accordance with plans prepared by **AECOM** whose address is **3950 Sparks Dr, SE, Grand Rapids, MI 49546** and whose telephone number is **616-574-8500** 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 \$ **19,197.00**. 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 1020.00

Refundable cash deposit in the amount of \$ **7,420.00**. This amount will be deposited with the City in the form of (check one):

- Cash
- Check

Non-refundable cash fees in the amount of \$ **2,205.00**. 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 here to have caused this agreement to be executed in duplicate on this 31st day of August, 2016.

OWNERS

CITY OF TROY

By:

X Ken Metzler
KEN METZLER

By:

Please Print or Type

Dane M. Slater, Mayor

LAFORCE INC.

Please Print or Type

M. Aileen Dickson, City Clerk

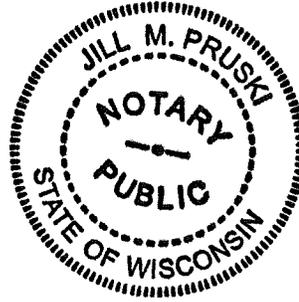
Wisconsin Brown
STATE OF ~~MICHIGAN~~, COUNTY OF ~~OAKLAND~~

On this 31st day of August, A.D. 2016, before me personally appeared Ken Metzler 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.

Jill M Pruski

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 5-01-2020



JILL M. PRUSKI
Notary Public, State of Wisconsin

**Detailed Summary of Required Deposits & Fees
LaForce Addition
16.907.3**

ESCROW DEPOSITS (PUBLIC):

Sanitary Sewers	\$0
Water Mains	\$19,197
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): **\$19,197** ✓

~~10% CASH 1,920. -~~

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$0
Water Main Testing and Chlorination (PA 2)	\$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$1,555
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%)	\$0

TOTAL CASH FEES (Non-Refundable): **\$2,205** ✓

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$500
Punchlist & Restoration	\$1,920

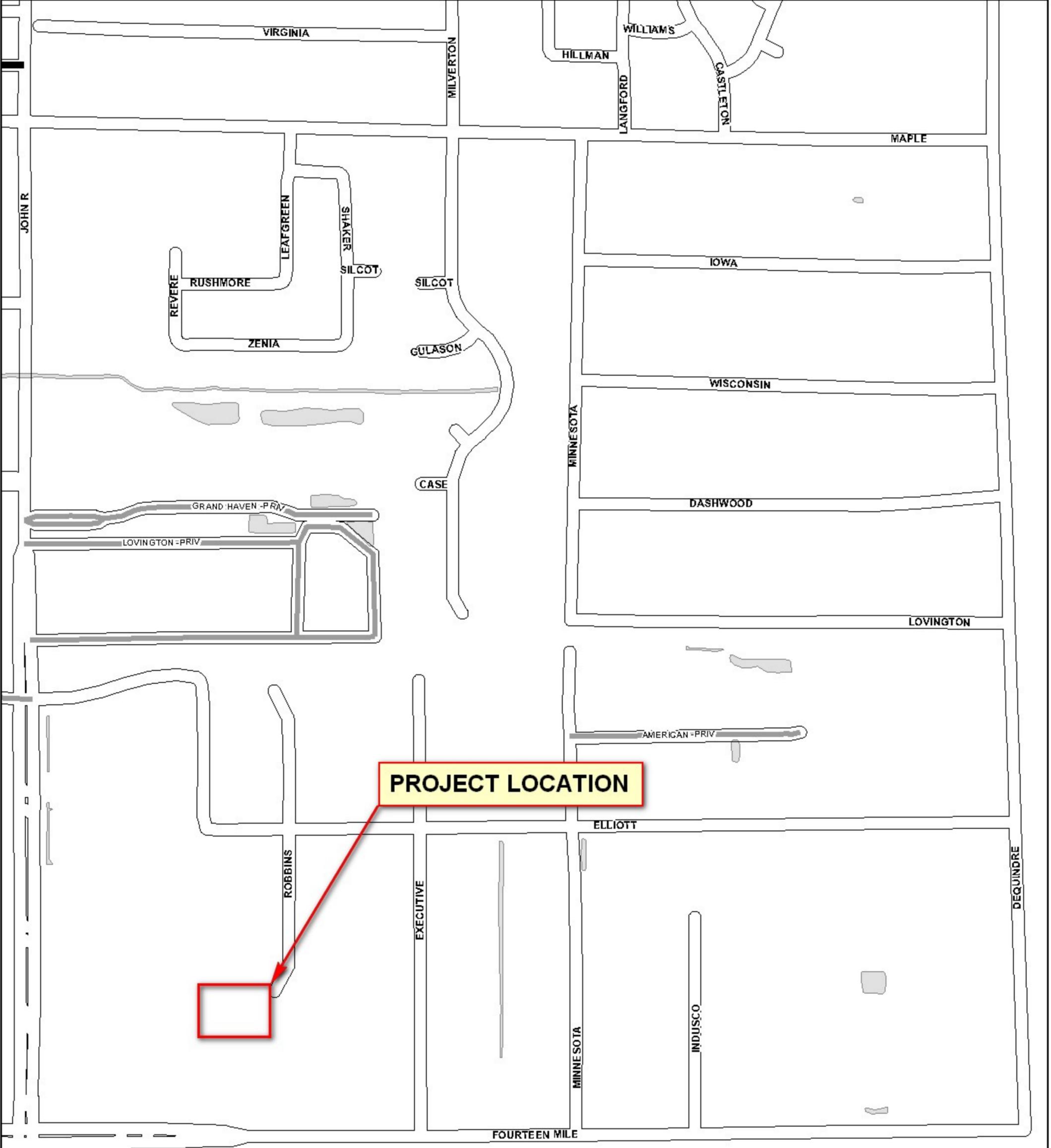
TOTAL CASH DEPOSITS (Refundable): **\$7,420** ✓

Total Escrow & Cash Deposits (Refundable): **\$26,617**

Total Cash Fees (Non-Refundable): **\$2,205**

Total Amount: **\$28,822**

PAID
SEP 13 2016
CITY OF TROY
TREASURER'S OFFICE



PROJECT LOCATION

Legend

-  Private
-  Do Not Salt

Street Map
Section 36



Date: 10/28/2015