



CITY COUNCIL AGENDA ITEM

Date: September 19, 2016

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
West Oak III Site Condominiums - Project No. 16.920.3

History

GFA Harmony Developers proposes to develop West Oak III Site Condominiums located North of Big Beaver between John R and Rochester Roads. This development will include 10 single family units/lots.

Troy Planning Commission granted preliminary site plan approval on May 24th, 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 GFA Harmony Developers on behalf of the City of Troy including: water main, sanitary sewer, storm sewer, paving and soil erosion. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by GFA Harmony Developers (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.: **16.920.3**

Project Location: **SE 1/4 Section 23**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **16th** day of **September, 2016** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **GFA Harmony Developers** whose address is **985 Elmsford Street, Troy, MI 48083** and whose telephone number is **248-840-2828** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of water main, sanitary sewer, storm sewer, paving and soil erosion in accordance with plans prepared by FVPM, LLC whose address is **45138 Cass Avenue, Utica, MI 48317** and whose telephone number is **586-731-0100** 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 \$ **165,435.00**. 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 _____

Refundable cash deposit in the amount of \$ **27,794.00**. This amount will be deposited with the City in the form of (check one):

Cash

Check

Non-refundable cash fees in the amount of \$ **18,307.00**. 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 19th day of September, 2016.

OWNERS

CITY OF TROY

By: [Signature]

By:

Gary Abithcira

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 19th day of September, A.D. 2016, before me personally appeared Gary Abithcira, Member of GFA Harmony Developers LLC 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]
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
 West Oak III Site Condominiums
 10 Units - Section 23

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$26,960
Water Mains	\$38,050
Storm Sewers	\$3,360
Rear Yard Drains	\$26,760
Pavement - CONCRETE	\$35,945
Grading	\$9,000
Monuments and Lot Corner Irons	\$360
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$25,000

TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE): \$165,435
 (Circle One)

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination (PA2)	\$650
Street Name and Traffic Signs (SUB 4)	\$330
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$2,900
Testing Services (SUB 11)	\$2,482
Engineering Review and Inspection (PA 1)	\$12,854
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$909

(PA 3) TOTAL CASH FEES (NON-REFUNDABLE): \$18,307

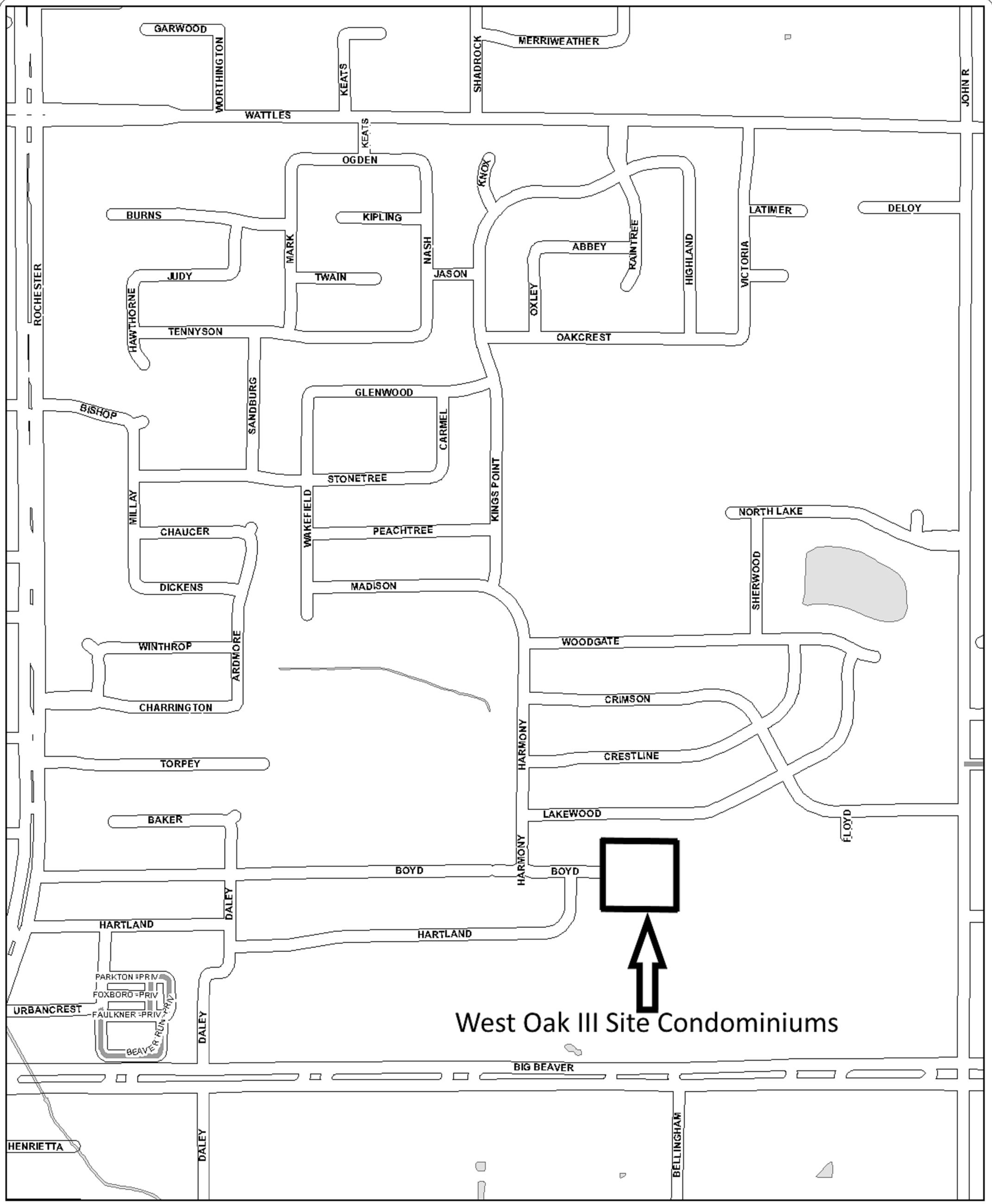
CASH DEPOSITS (REFUNDABLE):

Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$10,000
Punchlist & Restoration Deposit	\$16,544
Deposit for Repair, Replacement or Maintenance of SESC	\$1,250

(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE): \$27,794

Stormwater detention for this development will be provided by:
 Off-Site Public Pond
 Engineer: FVPM, LLC
 Developer: GFA Harmony Developers

PAID
SEP 19 2016
CITY OF TROY
TREASURER'S OFFICE



West Oak III Site Condominiums

