



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-08

CITY COUNCIL AGENDA ITEM

Date: July 11, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
William J Huotari, City Engineer
R. Brent Savidant, Community Development Director

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Meadowlark Site Condominium - Project No. 16.916.3

History

Bismack Designs, Inc. proposes to develop Meadowlark Site Condominium, a 5 unit detached single family site condominium development located west of Evanswood and north of Square Lake

The Planning Commission granted preliminary site plan approval on November 28, 2017.

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 Bismack Designs, Inc. on behalf of the City of Troy including: sanitary sewer, storm sewer, water main, detention, paving, sidewalks, soil erosion and landscaping. The required fees and refundable escrow deposits in the form of Cash, that will assure completion of the municipal improvements, have been provided by Bismack Designs, 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.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **16.916.3**

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

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **22nd** day of **July, 2019** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Bismack Designs, Inc.** whose address is **2742 Powderhorn Ridge, Rochester Hills, MI 48309** and whose telephone number is **810-397-5327** 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, sidewalks landscaping and soil erosion** in accordance with plans prepared by **Fazal Kahn Associates Inc** whose address is **43345 Scheonherr Road, Sterling Heights, MI 48314** and whose telephone number is **586-739-8007** 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 \$ **124,796.00**. 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 0 _____

Refundable cash deposit in the amount of \$ **38,618.00**. This amount will be deposited with the City in the form of (check one):

Cash

Check

Non-refundable cash fees in the amount of \$ **12,950.00**. 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.

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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.

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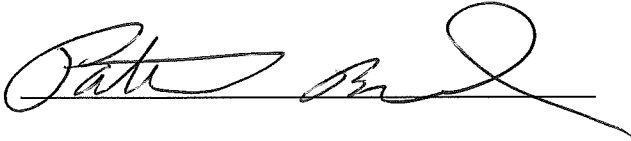
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

OWNERS BISMACK DESIGN INC
PATRICK BISMACK

CITY OF TROY

By:

By:



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 10th day of July, A.D. 2019, before me personally appeared Patrick Bismack, Member, Bismack Design, Inc. 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. President



NOTARY PUBLIC, Oakland County, Michigan

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland

My commission expires: _____



500 W Big Beaver Rd
Troy, MI 48084

Invoice For Permit: PPC16.916.3

Date: 06/26/2018

Pay In Full

\$ 176,364.00 ✓

Detailed Summary of Required Deposits & Fees

ESCROW DEPOSITS	Payment Code	QTY	Amount
Sanitary Sewers	PA ESCROW	14,553.00	14,553.00
Water Mains	PA ESCROW	11,125.00	11,125.00
Storm Sewers	PA ESCROW	15,266.00	15,266.00
Rear Yard Drains	PA ESCROW	7,302.00	7,302.00
Pavement	PA ESCROW	31,550.00	31,550.00
Grading	PA ESCROW	20,000.00	20,000.00
Detention Basic	PA ESCROW	5,000.00	5,000.00
Miscellaneous	PA ESCROW	20,000.00	20,000.00
Total Escrow Deposits			124,796.00

~~10% Cash for Escrow Deposits (Refundable):~~ SF **12,479.60**

CASH FEES (NON-REFUNDABLE)	Payment Code	QTY	Amount
Water Main Testing/Chlorination PA2	SUB WATER TEST	215.00	650.00
Signs	SUB STREET NAME	2.00	300.00
Detention Basin Maintenance	SUB MTNCE BASIN	0.15	12,000.00
Total Cash Fees (Non-Refundable)			12,950.00

CASH DEPOSITS (REFUNDABLE)	Payment Code	QTY	Amount
Construction Engineering (CE)	ENG BOND	124,796.00	9,359.00
Sidewalks	SUB ESCROW	216.00	1,080.00
Monuments	SUB ESCROW	8.00	1,000.00
Lot Corner Irons	SUB ESCROW	12.00	600.00
ROW Restoration	SUB ESCROW	400.00	1,600.00
Repair & Maintenance-Public Streets	SUB ESCROW	5.00	12,500.00
Punchlist & Restoration	SUB ESCROW	124,796.00	12,479.00
Total Cash Deposits (Refundable)			38,618.00

Stormwater detention for this development will be provided by: Expansion on existing onsite pond

PAID
JUL 10 2019
CITY OF TROY
TREASURER'S OFFICE

SOUTH

SOUTH

Meadowlark Site Condominiums

