



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: September 3, 2020

To: Mark F. Miller, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Square Lake Court (Phase 2) Townhome Development - Project No. 20.911.3

History

Eureka Building Company proposes to develop Square Lake Court (Phase 2), a 48-Unit Townhome Development, located on the south side of E. Square Lake Road, immediately west of Dequindre Road.

City of Troy Planning Commission granted preliminary site plan approval on April 28, 2020.

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 Eureka Building Company on behalf of the City of Troy and include: Water Main, Sanitary Sewer, Storm Sewer, Underground Storm Water Detention, and Concrete Sidewalk. 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, has been provided by Eureka 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.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **20.911.3**

Project Location: **NE 1/4 Section 12**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this 14th day of September, 2020 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and Eureka Building Company whose address is 53976 Desano Drive, Shelby Township, MI 48315 and whose telephone number is (586) 405-4080 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Water Main, Sanitary Sewer, Storm Sewer, Asphalt Pavement, and Concrete Sidewalk in accordance with plans prepared by PEA, Inc. whose address is 2430 Rochester Court, Suite 100, Troy, MI 48083 and whose telephone number is (248) 689-9090 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 \$ 414,083.00. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>\$ 41,408.30</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>	
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>	
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>	

Refundable cash deposit in the amount of \$ 76,589.00. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input type="checkbox"/>
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Non-refundable cash fees in the amount of \$ 650.00. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input type="checkbox"/>
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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 31st day of August, 2020.

OWNERS

By:

<u>Ericon Nikolle Flukke</u> * _____	 * _____
Its: <u>President</u> _____	Its: _____

Please Print or Type

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 31st day of August, A.D. 2020, before me personally appeared _____ 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.

Edlira Hodaj

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 06-17-2023
Acting in Oakland County, Michigan



City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally appeared _____ 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, _____, Michigan

My commission expires: _____

Acting in _____ County, Michigan

City of Troy
500 W Big Beaver Rd
Troy, MI 48084
Ph:
Fax:

Permit No: PPC20.911.3

Date: 09/03/2020

Invoice No.: 00239534

EUREKA BUILDING CO
53976 DESANO
Shelby Township, MI 48315

TOTAL AMOUNT DUE
\$ 0.00

Item Category	Item Description	Fee Billed	Amount Paid	Amount Due
Escrow Deposits	010 Sanitary Sewers	49,838.00	4,983.80	0.00
Escrow Deposits	020 Water Mains	85,717.00	8,571.70	0.00
Escrow Deposits	030 Storm Sewers	119,209.00	11,921.00	0.00
Escrow Deposits	070 Detention Basin	152,619.00	15,262.00	0.00
Escrow Deposits	080 Temporary Access Road	1,700.00	170.00	0.00
Cash Fees (Non-	210 Water Main	650.00	650.00	0.00
Cash Deposits	310 Construction Engineering	30,681.00	30,681.00	0.00
Cash Deposits	390 Punchlist & Restoration	40,908.00	40,908.00	0.00
TOTALS:		481,322.00	113,147.50	0.00

City of Troy
500 W Big Beaver Rd
Troy, MI 48084
Ph:
Fax:

Permit No: PPC20.911.3
Date: 09/03/2020

Invoice No. : 00236802

EUREKA BUILDING CO
53976 DESANO
Shelby Township, MI 48315

TOTAL AMOUNT DUE
\$ 0.00

Item Category	Item Description	Fee Billed	Amount Paid	Amount Due
Engineering Fees	Engineering Review	13,834.73	13,834.73	0.00
TOTALS:		13,834.73	13,834.73	0.00

