500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 22, 2021

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
Regency at Troy Convalescent Center/Nursing Home - Project No. 17.903.3

History

Ciena Health Care Management, Inc. proposes to develop Regency at Troy, a 154-Bed Convalescent Center/Nursing Home Development, located on the SE corner of Maple & Axtell Roads in Section 32.

City of Troy Planning Commission granted preliminary site plan approval on October 27, 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 Ciena Health Care Management, Inc. on behalf of the City of Troy and include: Water Main, Sanitary Sewer, Storm Sewer, and Concrete Pavement & Sidewalk. The required fees and refundable escrow deposits in the form of a Check that will assure completion of the municipal improvements, has been provided by Ciena Health Care Management, 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.: **17.903.3**	Project Location: **NW 1/4 SECTION 32**
Resolution No:	Date of Council Approval:

This Contract, made and entered into this **24th** day of **September**, 2021 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Ciena Health Care Management, Inc.** whose address is **4000 Town Center, Suite #2000, Southfield, MI 48075** and whose telephone number is **(586) 243-7151** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, and Concrete Pavement & Sidewalk** in accordance with plans prepared by **The Kleingers Group** whose address is **350 Worthington Road, Suite B, Westerville, OH 43082** and whose telephone number is **(614) 882-43111** 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 $ **1,018,424.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	☒	
Certificate of Deposit & 10% Cash	☐	10% Cash _____
Irrevocable Bank Letter of Credit & 10% Cash	☐	
Performance Bond & 10% Cash	☐	

Refundable cash deposit in the amount of $ **187,976.00**. This amount will be deposited with the City in the form of (check one):

Cash ☐ Check ☒

Non-refundable cash fees in the amount of $**1,342.60**. 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.

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 _____day of _____, 20_____.

OWNERS

By:

_____

* Anis Khan
Its: Manager

Please Print or Type

_____

*
Its:_____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 20th day of September, A.D.2021, before me personally appeared Anis Khan 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.

Krystal Moore
_____

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____County, Michigan

KRYSTAL MOORE
Notary Public, State of Michigan
County of Wayne
My Commission Expires January 3, 2025
Acting in the County of Oakland

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

Project Construction

Permit No: PPC17.903.3

Engineering Department
TO SCHEDULE INSPECTION CALL
INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road
Troy, Michigan 48084
Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838
www.troymi.gov

NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.

Location

2785 W MAPLE
88-20-32-126-001 Lot:
Subdivision: Acreage
Project No:

Permittee/Owner

TROY SENIOR LEASING LLC
4000 TOWN CENTER STE 2000
SOUTHFIELD MI 48075

Issued: 09/21/2021 Expires:

FOR INFORMATION REGARDING THE ISSUANCE OF THIS PERMIT, CONTACT THE CITY OF TROY ENGINEERING DEPARTMENT AT (248) 524-3383

Applicant

4000 TOWN CENTER STE 2000
SOUTHFIELD MI 48075

Work Description: New Senior Living Housing Development
Regency at Troy

Stipulations: On-Site Underground Storm Water Detention System

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	9,938.00
Escrow Deposits	Water Mains	317,775.00
Escrow Deposits	Storm Sewers	349,362.00
Escrow Deposits	Pavement	28,991.00
Escrow Deposits	Grading	150,000.00
Escrow Deposits	Temporary Access Road	1,000.00
Escrow Deposits	Deceleration and/or Passing Lane	24,683.00
Escrow Deposits	Major Road Improvements (other)	121,675.00
Escrow Deposits	Street Lights	15,000.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	1,862.00
Cash Fees (Non-Refundable)	arkers - Full Range	20.00
Cash Deposits (Refundable)	Construction Engineering (CE)	927,424.00
Cash Deposits (Refundable)	Sidewalks	3,623.00
Cash Deposits (Refundable)	ROW Restoration	1,800.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	927,424.00

Amount Due: **0.00**
PAID IN FULL

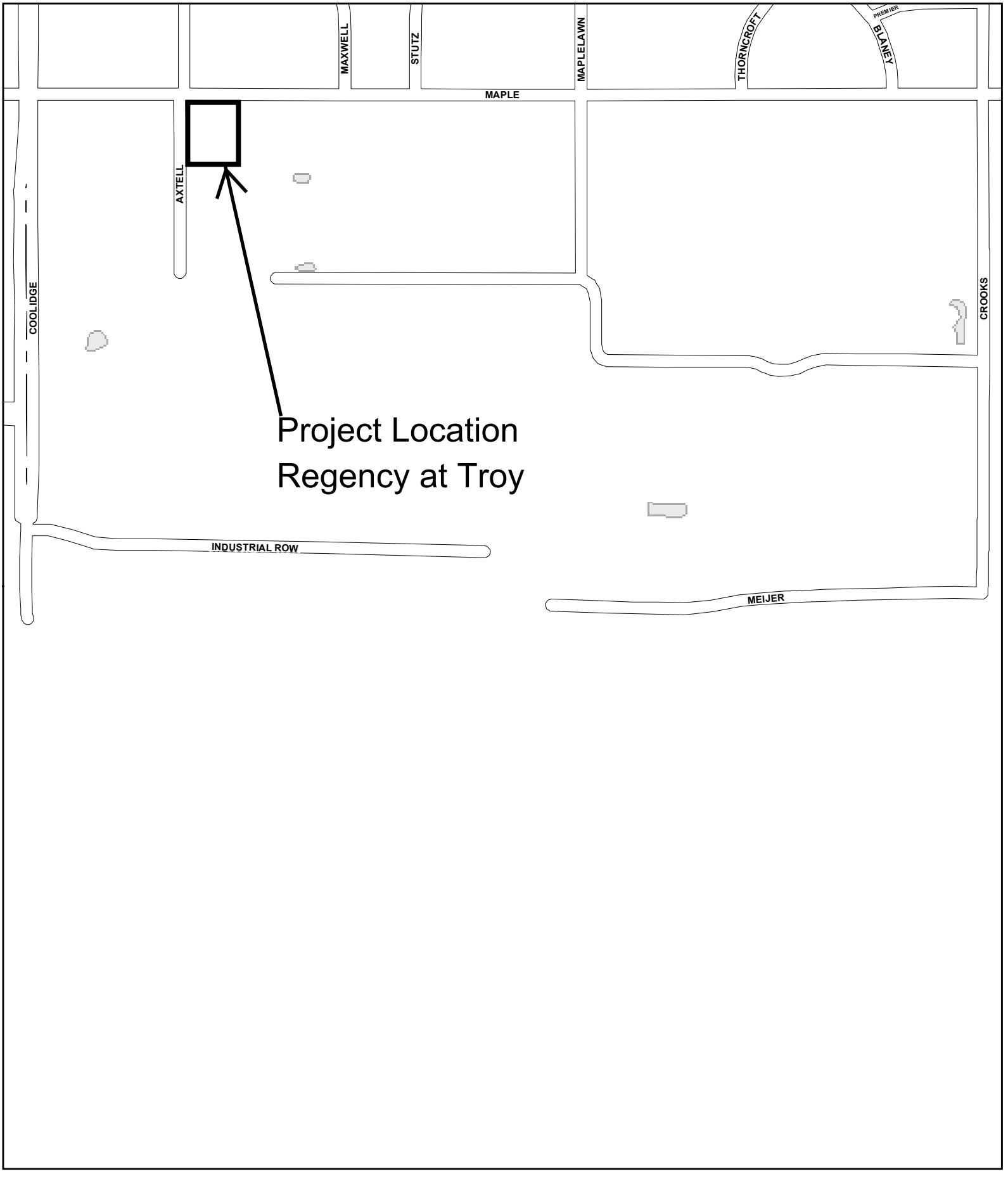
Project Construction

1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.
SUPPLEMENTAL SPECIFICATIONS:
1) INTENT: Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
2) EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL: The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
3) BACKFILLING AND COMPACTING BACKFILL: All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved and or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.
4) CROSSING ROADBED BY TUNNELING: When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
5) CROSSING BY CUTTING GRAVEL ROAD: All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
6) CROSSING BY CUTTING PAVEMENT AND TRENCHING: When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
7) DEPTH OF COVER MATERIAL: Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
8) TREE TRIMMING OR REMOVAL: A special permit will be required for any proposed tree trimming or removal.
9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
10) The following must be attached to the application when applicable: a} Map; b} Plans, specifications and location of facility; c} Traffic plan in cases of street closure; d} Proof of insurance; e} City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.



City of Troy

Section 32