



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item K
March 8, 2010

SUBJECT: Approval to award an amendment to the engineering services contract for additional construction phase services to Fishbeck, Thompson, Carr & Huber, Inc (FTCH) related to the Pontiac Trail Water Main Extension project in the amount of \$35,973.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BC*

CITY MANAGER APPROVAL: *[Signature]* *Ran*

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| EXPENDITURE REQUIRED | \$35,973 |
| AMOUNT INCLUDED IN CIP | \$1,200,000 (including right-of-way, engineering, and construction) |
| ADDITIONAL AMOUNT REQUIRED | \$64,633 (including right-of-way, engineering, and construction) |
| LINE ITEM NUMBER | 592-592.00-160.590 (Water and Sewer Fund) |

BACKGROUND INFORMATION:

Fishbeck, Thompson, Carr & Huber, Inc (FTCH) provided the engineering services for the Pontiac Trail Water Main Extension project. Construction phase services were awarded at the same time as design phase using an estimated construction value to determine the fee. FTCH's proposal included a fee of 6.2% of the construction cost, which at the time was estimated to be approximately \$525,000. As a result of design, the scope of the project was increased to include replacing sections of existing water main and the project was further refined for bidding. The construction bid was awarded to D & M Contracting in the amount of \$939,510. Using the 6.2% fee percentage from FTCH's proposal, FTCH's fee was increased to \$58,250 on January 5, 2009.

The construction of the water main extension involved many complex tasks including: locating the City of Walled Lake's water mains serving Novi properties; disconnection of several customers from the Walled Lake water system to connect to the Novi system with minimal disruption of service; extremely stringent conditions on the Portsmouth Place Apartment easement regarding compaction of the ditch and restoration requirements; and slow progress by the contractor partially caused by unforeseen conditions in the field. These complexities increased the cost of engineering oversight on the project and as a result FTCH is requesting \$35,973 in additional fees (FTCH's November 20, 2009 letter, attached). Additional background on the project and FTCH's request is provided in Brian Coburn's February 24, 2010 memo, attached.

Much of the additional construction engineering work completed by FTCH was not proportional to the value of construction and was over and above the fixed percentage fee. Therefore, staff recommends the fee increase as it is reflective of the additional project oversight required by the consultant to complete the project.

COMMENDED ACTION: Approval to award an amendment to the engineering services contract for additional construction phase services to Fishbeck, Thompson, Carr & Huber, Inc (FTCH) related to the Pontiac Trail Water Main Extension project in the amount of \$35,973.

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| Mayor Landry | | | | |
| Mayor Pro Tem Gatt | | | | |
| Council Member Crawford | | | | |
| Council Member Fischer | | | | |

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| Council Member Margolis | | | | |
| Council Member Mutch | | | | |
| Council Member Staudt | | | | |

November 20, 2009
Project No. G06201CA

Mr. Brian Coburn, P.E.
Director of Engineering
City of Novi Department of Public Services
26300 Delwal Drive
Novi, MI 48375

Re: City of Novi (City)
Pontiac Trail Water Main Extension Project
Construction Engineering (CE) Phase Extra Services

Dear Mr. Coburn:

This letter summarizes activities associated with construction of the referenced project and the extra services performed by Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) during the Construction Engineering (CE) phase. The extra services provided resulted in FTC&H exceeding the original budget. The following paragraphs summarize the project activities and our request for an increase in our CE fee.

Project Summary

The City issued a Request For Proposal (RFP) for the design and CE services associated with the Pontiac Trail Water Main Extension project on January 13, 2006. FTC&H was awarded the design and CE contract by the City. We structured our proposal and fee based on the City's RFP, a design and bidding schedule, and a reasonable construction time frame. Our submitted Fee Proposal listed Five Hundred Twenty-Five Thousand Dollars (\$525,000) as the Construction Cost Estimate. Our Construction Phase Fee percentage was submitted at 6.2 percent, which was based on the project description and scope of services as stated in the RFP. Our proposed Construction Phase Fee was Thirty-Two Thousand Four Hundred Dollars (\$32,400), which was based on our Construction Cost Estimate and our Construction Phase fee percentage of 6.2.

During the design process several changes were requested by the City including an increase in the project limits and an additional water main connection. These changes resulted in a project that exceeded the original Construction Cost Estimate and required additional CE phase services by FTC&H. Twelve bids were received on June 26, 2008, and the contract was awarded to the low bidder, D&M Contracting, Inc. (D&M) in the amount of Nine Hundred Thirty-Nine Thousand, Five Hundred Ten Dollars (\$939,510).

The award process was postponed by the City in anticipation of obtaining signatures on several easements necessary to build the project. On July 29, 2008, the Preconstruction Meeting was held. In anticipation of having all easements signed, the City signed the Agreement and awarded the Contract to D&M on August 21, 2008. On August 29, 2008, the City issued the Notice to Proceed (NTP) with the stipulation that "No work shall commence on the Waterview Farms Apartments property until further notice is given by the City of Novi."

Construction began on September 15, 2008. The Contractor's bid included of 30 days for construction observation (inspection) to complete the project. The Contractor performed the construction in a timely and good manner with the following exceptions:

1. The Contractor interrupted their production and gapped the water main installation at Waterview Farms Apartments to comply with the NTP.

ftc&h

engineers
scientists
architects
constructors

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Suite B-25
Farmington Hills, MI
48331
ph: 248.324.2090
fax: 248.324.0930
www.ftch.com



Mr. Brian Coburn, P.E.
 Page 2
 November 20, 2009

2. The information relative to the Walled Lake water system was inaccurate and required additional onsite exploration and design during the construction.
3. The owner of Portsmouth Place and the Springs Apartments had a density requirement placed in the easement that was not consistent with the contract documents. This resulted in a debate over the density of the trench backfill in the easement.

As a result of these exceptions, D&M was awarded an additional 23 days to complete the project which required extra construction administration, design, inspection and testing. The final construction contract amount was One Million One Thousand Three Hundred Sixty-Nine Dollars and Forty-Five Cents (\$1,001,369.45).

Extra Services – Connections to Walled Lake Water System

In late September 2008, during the mainline water main installation, the actual location of the Walled Lake water mains differed greatly from what was shown on the design drawings. This information was immediately brought to the City's attention. Upon review, it was determined that the record drawings of the Walled Lake water mains that had been provided to FTC&H during design were not accurate. After several meetings with the City's Engineering and Water Departments, we were directed by the City to revise the drawings and specifications to account for the differing site conditions. As the revisions were being developed, it became evident that additional coordination would be needed with the City of Walled Lake. In October 2008, the City requested FTC&H meet with the City of Walled Lake to discuss Novi's project. During the initial meeting with the City of Walled Lake, it was determined that no accurate record drawings or other information regarding the locations of their facilities along Pontiac Trail existed.

FTC&H met with the City Engineering and Water Department staff to inform them of their meeting with the Walled Lake officials. The City agreed that due to the lack of available record drawing information, the configuration of the existing water mains would need to be determined through valve closures and hydrant openings. Working together with the City and Walled Lake officials, FTC&H, City staff and the Contractor located valves, performed exploratory excavations, and assisted in opening and closing hydrants to best determine the configuration of the Walled Lake system. This information was used to develop the revised interconnection between the Cities, and; prepare a sequencing plan to disconnect City businesses and residents from the Walled Lake water system and connect them to the newly installed City water main without an interruption in service. On April 22, 2009, the Contractor returned to begin this work. The work was completed in May 2009. The additional work of connecting to the Walled Lake water system resulted in the Contractor incurring added costs and schedule delays as documented in Contract Modification Nos. 1 and 2 amounting to One Hundred Three Thousand, Four Hundred Fourteen Dollars and Forty-Nine Cents (\$103,414.49) plus 23 additional Construction Observation Days were added to the Contract.

Extra Services – Trench Compaction

The proposed water main alignment in front of Portsmouth Place Apartments and the Springs Apartments was in an easement where landscaped lawn areas existed across the frontages of these two properties. Since these were landscaped yard areas, the contract drawings and specifications permitted the use of native material as backfill with a density requirement of 90 percent. Construction started in the fall of 2008, with the Contractor utilizing the existing material as backfill as allowed by the contract. Density tests were taken during construction with results ranging from 85.6 percent to above the specified requirement of 90 percent. In areas where the density tests indicated the Contractor did not meet the specified 90 percent requirement, the Contractor was notified to recompact the soils. Despite the Contractor's aeration and re-compactive efforts, excessive moisture levels in and around the construction

Mr. Brian Coburn, P.E.
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 November 20, 2009

trench (due to its proximity to the ditch line) and the damp, cool fall weather did not allow the soil to dry sufficiently to pass density tests in all areas. As directed by the City, we notified the Contractor on November 25, 2008, to remove his equipment and return in the spring of 2009 to recompact deficient areas and proceed with restoration.

On May 5, 2009, Professional Services, Inc. (PSI) returned to the site to verify the density of the trench backfill. PSI's reports stated they observed the Contractor recompacting the areas. Density tests were performed at the ground surface and test holes were excavated to allow density testing at the midpoint of the trench depth. The results indicated that the minimum compaction requirement of 90 percent was achieved at all but one (1) location. PSI performed the density inspections based on project specifications.

The Portsmouth Place Apartments and the Springs Apartments owner hired an outside soils consultant to verify the work performed by PSI. A debate ensued over the appropriate test method for determining the density of the water main trench along the apartment properties. PSI was requested by the City on June 4, 2009, to return to the site and retest the water main trench backfill at the apartments in a coordinated effort with the owner's soils consultant. Density testing was performed, analyses were made and a report was prepared by each soil's consultant. A letter was issued by FTC&H on June 26, 2009, summarizing the trench compaction issue. The City informed us on July 17, 2009, to proceed with completion of the restoration, including repair and testing of the irrigation systems.

Breakdown of Additional CE Costs

For the additional CE efforts outlined above, FTC&H is requesting a fee increase of \$35,972.50. The breakdown is as follows:

| CE Services Breakdown | FTC&H | Subconsultant (PSI) | Total Amount |
|---|--------------------|---------------------|--------------------|
| Original Budget | \$23,000.00 | \$9,400.00 | \$32,400.00 |
| CE Fee per Agreement; 6.2% of \$1,001,369.45 | \$52,684.91 | \$9,400.00 | \$62,084.91 |
| Additional Inspection Time per Agreement; 23 Days x \$1,000/day plus testing costs | \$23,000.00 | \$2,446.00 | \$25,446.00 |
| Exploration and Design; Walled Lake connection | \$4,809.00 | | \$4,809.00 |
| Inspection and testing for compaction issue | \$1,320.00 | \$1,557.50 | \$2,877.50 |
| CE effort for Compaction Issue | \$2,840.00 | | \$2,840.00 |
| Increase in CE fee | \$31,969.00 | \$4,003.50 | \$35,972.50 |
| Project Totals | \$84,653.91 | \$13,403.50 | \$98,057.41 |



Mr. Brian Coburn, P.E.
Page 4
November 20, 2009

Overall, this was a difficult project due to the easement issues associated with the water main route. Additionally, the unknown water main configuration at the interconnection with Walled Lake resulted in the project taking additional time and the City incurring additional construction costs. However, the City staff, FTC&H and the Contractor were able to work through these issues and this critical loop of the City's water system is now in service.

Please consider our request for the additional CE fee based on the explanations provided above. If you have any questions or require additional information, please contact me at 248-324-2133.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

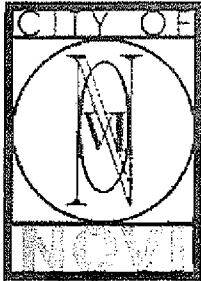
A handwritten signature in black ink, reading "Thomas L. Gray II". The signature is written in a cursive, flowing style with a prominent initial 'T' and 'G'.

Thomas L. Gray II, P.E.

pmb

By e-mail and U.S. Mail

cc: Mr. Robert Hayes, P.E. – City of Novi
Mr. Aaron Staup – City of Novi
Mr. Stephen C. Nichols, P.E. - FTC&H
Mr. Paul J. Viles - FTC&H



cityofnovi.org

MEMORANDUM

TO: ROB HAYES, PE; DIRECTOR OF PUBLIC SERVICES
FROM: BRIAN COBURN, P.E.; SENIOR CIVIL ENGINEER *BIL*
SUBJECT: PONTIAC TRAIL WATER MAIN ENGINEERING FEES
DATE: FEBRUARY 24, 2010

*2/25/10
To Mayor's City
Council
For upcoming
action.*

The construction of the Pontiac Trail Water Main Extension project was completed, to include final restoration, in fall 2009. The project constructed a major loop in the water distribution system to provide reliable service to properties in the northwest portion of the City in sections 3 and 4 and connected a long dead-end water main that now serves Beck North Corporate Park with an alternate water source. The project also provides water service to parcels in the City of Novi that were being served by the City of Walled Lake including Westgate Apartments, Waterview Apartments, Novi Square shopping center and Shoppes at the Trail shopping center. Fishbeck, Thompson, Carr & Huber, Inc (FTCH) provided engineering services for the project and is requesting additional fees relating to the construction phase of the project.

The fee increase request results from additional effort expended by the consultant to oversee the construction of the project: a project which proved to be more difficult and complex than originally envisioned. This memo details the background of the three major components of the fee increase request: 1) additional contract time required by the contractor due to unforeseen field conditions (such as unknown or differing utility locations) which required additional crew days for FTCH's inspection and contract administration, 2) extremely stringent conditions of one of the easements required to complete the project which increased FTCH's level of effort, and 3) difficulty locating the City of Walled Lake's water mains serving Novi properties and the resulting higher level of coordination of the disconnection of several customers from the Walled Lake water system to connect to the Novi system with minimal disruption of service.

Construction Background

The project was recommended in the 2005-06 Capital Improvement Program and design commenced in 2006. The project required easements from several properties along the water main route. The easements for LaSalle Bank and Novi Square were relatively straightforward; however, the easements for Portsmouth Apartments, Springs Apartments and Waterview Farms Apartments were not. A temporary easement was required from Waterview Farms and was negotiated soon after the construction contract was awarded. The controlling entity for the Portsmouth Apartments and Springs Apartments, Edward Rose Realty (Rose), required several conditions be added to the right-of-entry agreements for these properties (see attached April 21, 2008 motion packet). The conditions required the City to meet certain soil compaction requirements along the water main trench, to sod (instead of less expensive hydroseed) all disturbed areas within the easement, and to replace trees that were removed or damaged on the property as a result of the project.

The construction of the project was awarded to D & M Contracting in July 2008, for a contract price of \$939,510. There were several difficult components of the project, as detailed below, that prompted four change orders to the construction contract. The change orders resulted in a net increase of \$64,713.86 for a final construction contract price of \$1,035,421.10 and an increase of 23 crew days to the contract completion date.

Additional Engineering Associated with Portsmouth Easement

The water main adjacent to Portsmouth was installed and backfilled prior to November 2008, however, the contractor was unable to meet the compaction requirements stipulated in the Portsmouth right-of-entry agreement. The contractor spent several weeks in late 2008 on compaction, supervised by FTCH with compaction tests conducted by PSI, FTCH's geotechnical subconsultant. It was difficult to achieve compaction because the water main was installed along an existing ditch, which caused the soils to have a high moisture content making it difficult to achieve optimum compaction. The contractor returned to the Portsmouth section of the project in the spring of 2009 to recompact deficient areas and proceed with restoration. PSI retested the areas in May 2009 and found that the compaction requirement was met in all but one location. Rose hired their own geotechnical subconsultant and disagreed with the findings. PSI returned to the site in June 2009 and retested the areas in coordination with the consultant for Rose. After several discussions between Rose, their consultant, FTCH, PSI and city staff, an agreement was finally reached in July 2009 that allowed the restoration at Portsmouth to occur.

Additional Engineering Required to Disconnect from Walled Lake Water System

Another complicated aspect of the project involved the disconnection of several customers from the City of Walled Lake's water system and the seamless reconnection to the new City of Novi water mains. While the design phase included coordination of this effort in advance of construction, this aspect of the project was complicated when it was discovered that the field location of the water mains were not as shown on Walled Lake's as-built plans, upon which FTCH based its design. FTCH coordinated exploratory excavations with the contractor, Novi and Walled Lake; and developed a revised connection and sequencing plan to disconnect the Novi parcels from the Walled Lake system and connect them to the newly installed Novi water main without an interruption in service. This work was completed in May 2009.

Additional Construction Phase Engineering Fees

The construction phase engineering services for the project were awarded at the same time as the design phase using an estimated construction value to determine the fee. FTCH's proposal included a fee of 6.2% of the construction cost (which at that time was estimated to be \$525,000) or \$32,400. During the design phase, the scope of the project was increased to replace sections of existing aged/deficient water main and resulted in a higher construction cost when the construction bid was awarded to D & M Contracting for \$939,510. Using the 6.2% fee from FTCH's proposal, FTCH's fee was increased \$25,850 on January 5, 2009 to a total of \$58,250 (motion packet, attached). The revised total fee was intended to cover all construction phase engineering costs (contract administration, inspection and materials testing) for the project as awarded to the contractor.

As stated previously, the construction of the water main extension involved many complex tasks that could not have been anticipated during design, including: locating the City of Walled Lake's water mains serving Novi properties (based on inaccurate drawings of the City of Walled Lake water main connections); disconnection of several customers from the Walled Lake water system to connect to the Novi system with minimal disruption of service; extremely stringent conditions on the Portsmouth Place Apartment easement regarding compaction of the ditch and restoration requirements; and slow progress by the contractor caused by the unforeseen conditions in the field mentioned above. These complexities increased the cost of engineering oversight on the project and as a result FTCH is requesting \$35,973 in additional fees (FTCH's November 20, 2009 letter, attached).

A consultant's proposal for construction phase engineering services assumes that the work will progress in a normal manner with limited complications. The complexity of the project was unforeseen at the time the proposal was submitted, therefore, the work associated with compaction issues at Portsmouth, difficulties in locating the Walled Lake water mains, and the

resulting slow progress by the contractor were not included as part of the submitted fee of 6.2% of construction costs.

The original construction contract gave the contractor 30 crew days (at \$1,000 per day) to complete the work which was then extended by 23 crew days as a result of contract change orders. FTCH is requesting \$23,000 for the 23 additional days of inspection. The contractor did not complete the construction contract within the 53 days allowed; therefore FTCH is requesting additional fees for the resulting effort for inspection, material testing and contract administration, as follows:

- \$4,004 for material testing by their subconsultant
- \$4,809 for engineering services relating to the sequencing and connection plan for the Walled Lake customers being transferred to the new Novi water main.
- \$4,160 for additional coordination of the compaction effort at Portsmouth Apartments

These additional costs equate to approximately 13 crew days. The contractor was not charged additional crew days for these efforts because the additional work was caused not by slow progress by the contractor, but rather conditions that were unforeseen at the time of bidding.

Staff has reviewed FTCH's request and although the additional work is not proportional to the value of construction and was over and above the fixed percentage fee, we recommend the fee increase as it is reflective of the additional effort for construction inspection and contract administration resulting from the additional scope of work performed by the contractor.

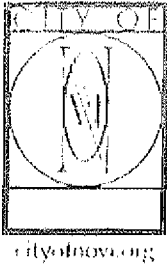
Budget Impact

The original budget in the 2005-06 Capital Improvement Program was \$1,200,000. Below is a summary of the project costs to date:

| Description | Amount |
|---|--------------------|
| Design Engineering | \$ 57,015 |
| Construction Engineering (initial award) | \$ 32,400 |
| Construction Engineering (Jan 2009 amendment) | \$ 25,850 |
| Request for Additional Construction Fees | \$ 35,973 |
| Final Construction Contract Amount (D & M) | \$1,035,421 |
| TOTAL ENGINEERING AND CONSTRUCTION | \$1,186,659 |
| Novi Square and Portsmouth Easements | \$77,974 |
| TOTAL PROJECT COSTS | \$1,264,633 |

The total project cost (including engineering, construction and the payments for the easement/right-of-entry for Novi Square and Portsmouth) is \$1,264,633, which is approximately 5% over budget. However, given the complexity of the project and the number of field issues that were resolved during construction, we are satisfied with the completed project and its final costs.))

The project extended the water main to areas that were previously unserved by Novi; added two apartment complexes, a bank, and two shopping centers as customers to the Novi water system; and provided a looped water main to Beck North Corporate Park providing reliable water service which could help promote economic development in the northwest portion of the City.



CITY of NOVI CITY COUNCIL

**Agenda Item B
January 5, 2009**

SUBJECT: Approval of an engineering contract amendment to FTC&H for additional construction engineering services for the Pontiac Trail Water Main project in the amount of \$25,850 as a result of an increase in actual versus budgeted construction cost.

SUBMITTING DEPARTMENT: Engineering

CITY MANAGER APPROVAL: *[Signature]*

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|-----------------------------------|---|
| EXPENDITURE REQUIRED | \$25,850 (From Water & Sewer Fund) |
| AMOUNT INCLUDED IN CIP | \$1,200,000 |
| ADDITIONAL AMOUNT REQUIRED | \$25,850 |
| LINE ITEM NUMBER | 592-592.00-160.590 |

BACKGROUND INFORMATION:

FTCH has requested a construction engineering fee adjustment because the actual cost of constructing the Pontiac Trail Water Main project is higher than the estimated amount that was used to compute FTCH's fee in early 2006 (FTCH's December 22, 2008 letter, attached). The estimated value of construction before the project was designed was \$522,581; however, during the design it was determined that the following items needed to be included in the project's scope:

- 2,650 of 12" diameter pipe to replace failing 8" diameter asbestos-cement pipe.
- Secondary 12-inch water main connection at Westgate Apartments.
- Road crossing at West Park Drive.

As a consequence of these additional major work items, the value of construction has increased to \$939,510. The City's contract provides that the construction engineering fee will be 6.2% of the construction cost. At the February 21, 2006 Council meeting, FTCH was awarded a construction engineering fee of \$32,400 (6.2% of \$522,581). The revised fee should be \$58,250 (6.2% of \$939,510), or an increase of \$25,850.

This project's construction is substantially complete, with service connections, restoration work and final completion slated for spring 2009.

RECOMMENDED ACTION: Approval of an engineering contract amendment to FTC&H for additional construction engineering services for the Pontiac Trail Water Main project in the amount of \$25,850 as a result of an increase in actual versus budgeted construction cost.

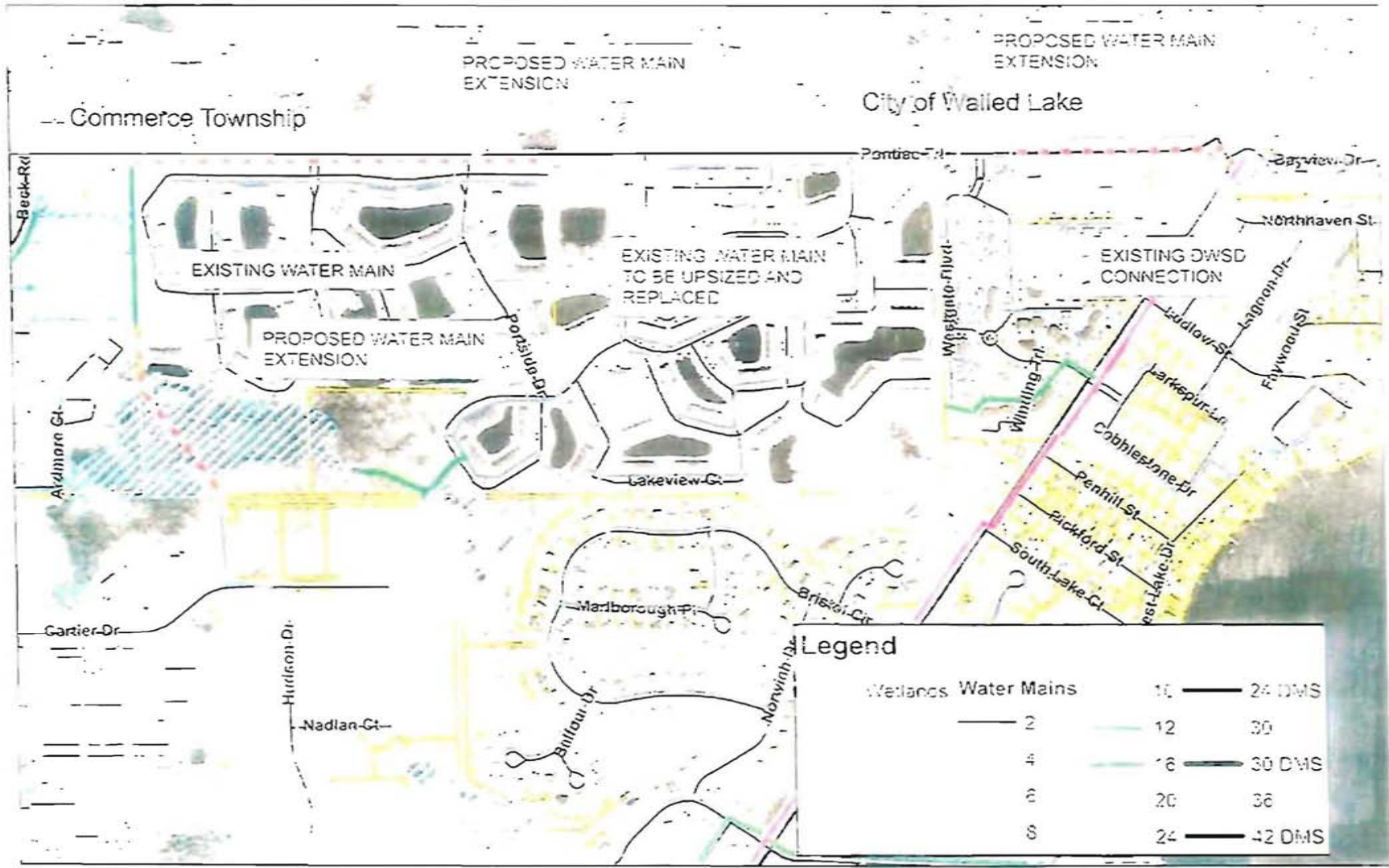
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| Council Member Margolis | | | | |
| Council Member Mutch | | | | |
| Council Member Staudt | | | | |



PROJECT LOCATION

PONTIAC TRAIL WATER MAIN EXTENSION



Legend

| | | | |
|----------|-------------|----|--------|
| Wetlands | Water Mains | 10 | 24 DMS |
| | | 2 | 30 |
| | | 4 | 30 DMS |
| | | 6 | 36 |
| | | 8 | 42 DMS |

December 22, 2008
Project No. C06201CA

Mr. Robert Hayes, P.E.
City Engineer
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

Re: City of Novi (City)
Pontiac Trail Watermain Construction
Additional Construction Engineering Fee

Dear Mr. Hayes:

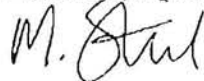
During the February 21, 2006, City Council Meeting, Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) was awarded a contract for the design and construction engineering of the referenced project. The contract was based on a scope identified in the Request For Proposal, with the construction engineering fee based on a percentage of construction costs. During the design process, several major items of work were added, increasing the scope of the project. As a result of these additional major work items, the value of the construction has increased to its current amount of \$939,510.

The City's contract states that the construction engineering fee will be 6.2 percent of the construction cost. FTC&H was awarded a construction engineering fee of \$32,400 (6.2 percent of \$522,581). The revised fee should be \$58,250 (6.2 percent of \$939,510), an increase of \$25,850.

If you have any questions or require additional information, please contact me at 248-324-2134 or mdstieler@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC



Michael C. Stieler, P.E.

krm

By e-mail and U.S. Mail

cc: Mr. Thomas J. Gray, II, P.E. - FTC&H
Mr. Stephen C. Nichols, P.E. - FTC&H



39255 Country Club Dr
Suite 1525
Farmington Hills, MI
48331
PH: 248-324-2090
FAX: 248-324-0930
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cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item D
April 21, 2008

SUBJECT: Acceptance of rights-of-entry for construction of water main improvements along Pontiac Trail between West Park Drive and Beck Road (parts of Parcel Nos. 22-03-101-010, 22-04-100-034, 22-04-200-013, and 22-04-100-010).

SUBMITTING DEPARTMENT: Engineering *R24*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The City is in the process of acquiring easements to install a water main along Pontiac Trail between Beck Road and West Park Drive. Engineering plans have been prepared. An aerial photograph showing the proposed route of the improvements is attached. The purpose of the project is to fill gaps in the water system on the south side of Pontiac Trail and to loop the system back to the Beck North development. The project was recommended in the 2004 Water Distribution Study and Master Plan, and is important because it provides improved water pressure and also makes Novi public water available to parcels that are currently purchasing water through other communities or have private wells.

The project was designed by Fishbeck, Thompson, Carr & Huber, in accordance with a contract authorized by City Council on February 21, 2006. Since completion of the preliminary design in October 2006, the City has been working with the property owners along the water main route to obtain easements. One easement was obtained from Lasalle Bank and approved by City Council in March 2007. The City has made good faith offers to three separate property owners controlling several different properties. However, the City has filed only one lawsuit based on the good faith offers so far (for the Waterview Apartments). The City remains in negotiation with the other property owners, which include the Novi Square retail shops and two apartment complexes owned by Edward Rose entities (Portsmouth and Springs). While these discussions are ongoing, the City wants to submit the engineering plans to the MDEQ for approval, and thus rights-of-entry have been acquired from each of the Rose entities and from Novi Square (Kayne Properties, LLC). See Item E on Consent Agenda.

While these discussions are ongoing, the City wants to submit the engineering plans to the MDEQ for approval, and thus rights-of-entry have been acquired. A right-of-entry represents permission on the part of the property owner for the City to enter onto the property and construct the improvements as proposed. Under the rights-of-entry, if a voluntary resolution is not reached, the City will go ahead with the condemnation process, including the filing of a lawsuit and the payment of estimated just compensation. These particular rights-of-entry indicate that the City will continue to discuss compensation for the easements being acquired, and will not file suit any sooner than 60 days from the date of the right-of-entry, unless the property owner requests that it be filed sooner.

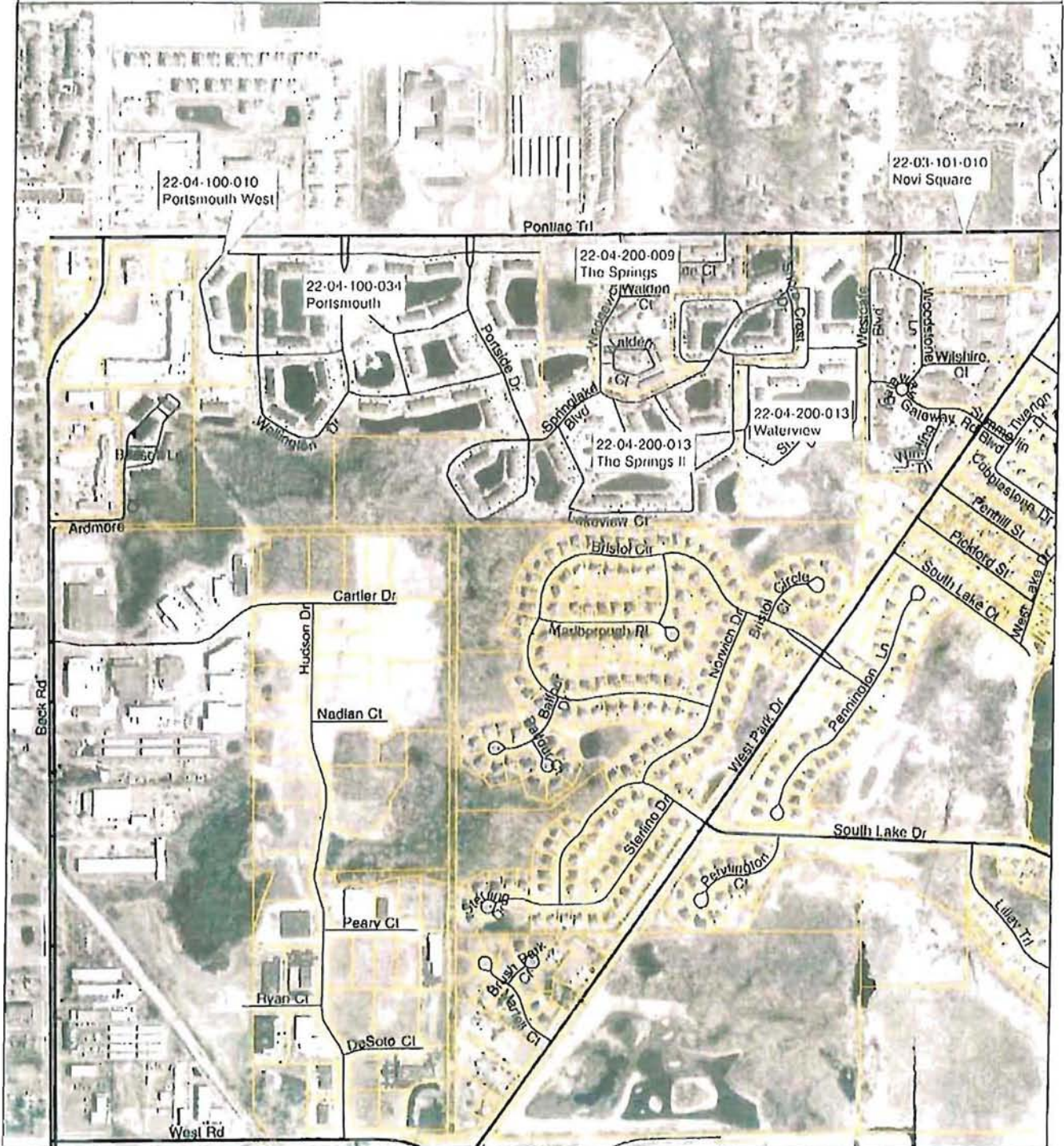
RECOMMENDED ACTION: Accept the rights-of-entry for construction of water main improvements along Pontiac Trail between West Park Drive and Beck Road (parts of Parcel Nos. 22-03-101-010, 22-04-100-034, 22-04-200-013, and 22-04-100-010).

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| Mayor Landry | | | | |
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| Council Member Margolis | | | | |

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| Council Member Mutch | | | | |
| Council Member Crawford | | | | |
| Council Member Staudt | | | | |

Properties Along Pontiac Trail Water Main Route

Map Publication Date: October 29, 2007



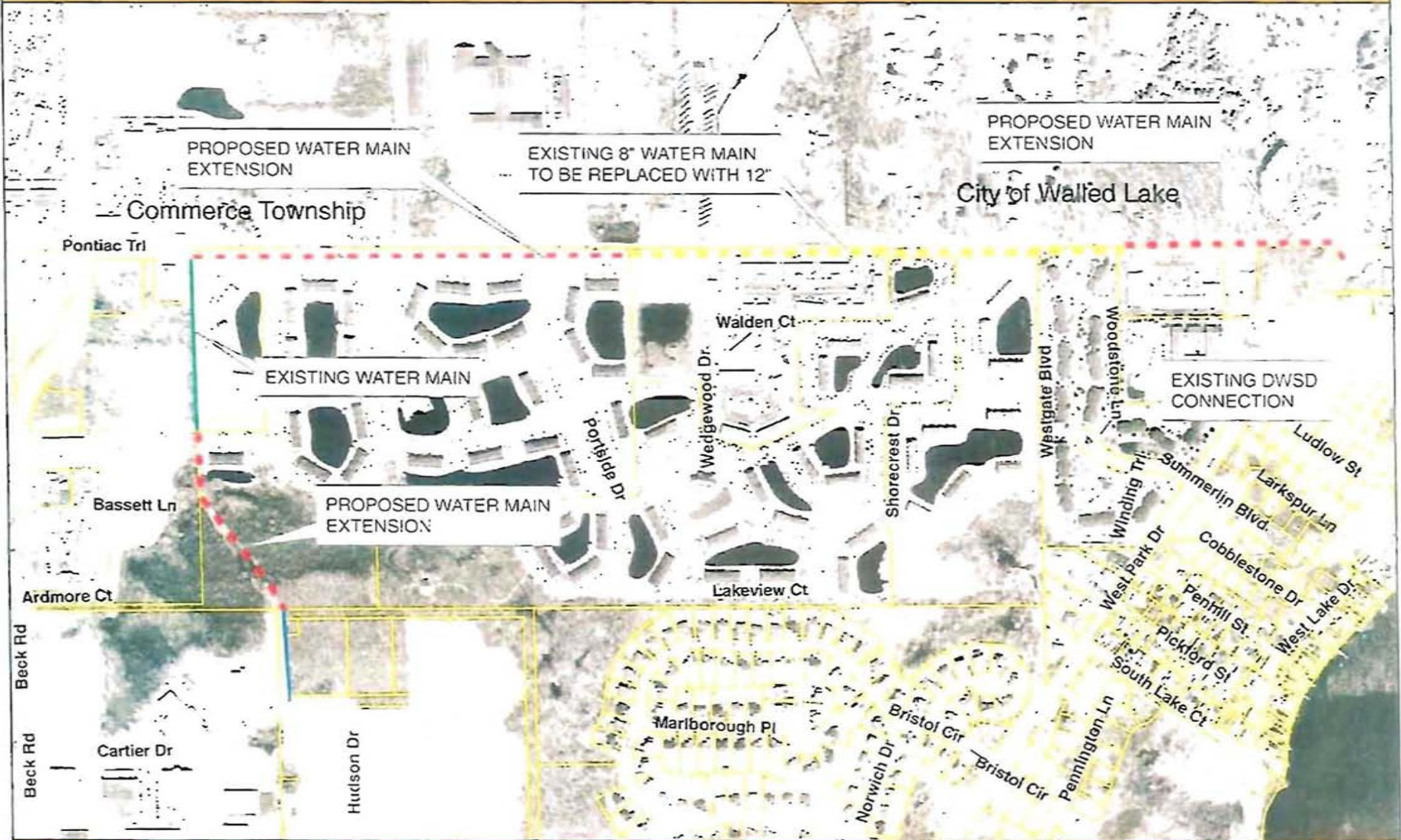
CITY OF NOVI
 GEOGRAPHIC INFORMATION SYSTEMS OFFICE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 3000 CITY HALL CENTER
 3000 W. HURON BLVD
 NOVI, MI 48240-1024
 (248) 247-3200
 WWW.CITYOFNOVI.GIS

Map Author: Chris Coburn



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Project Overview
Pontiac Trail Water Main Extension



CITY OF WOLFE
 1000 W. WOLF CIRCLE
 WOLF SPRING, MD 21094
 TEL: 410-326-1000
 FAX: 410-326-1001
 WWW.CITYOFWOLFE.MD



PROJECT INFORMATION
 PROJECT NO. 2024-001
 DATE: 10/2024
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES

LEGEND
 PROPOSED WATER MAIN EXTENSION (Solid Blue Line)
 EXISTING WATER MAIN (Dashed Blue Line)
 EXISTING 8\"/>

RIGHT OF ENTRY FOR UTILITY CONSTRUCTION

The undersigned grants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, its agents, successors, and contractors, and to any public utility company, the right to enter upon the lands described in Exhibit "A" for the purpose of relocation and/or construction of water main and related facilities.

Grantor and Grantee understand and agree that the granting of this right of entry shall have no effect upon the compensation to be paid for the property or property rights required for construction of the above-described improvements. Grantor and Grantee further understand and agree that the Grantee intends to negotiate in good faith with Grantor to acquire the easement over the property by purchase, on the basis of an appraisal of the value of the property or property rights.

It is further stipulated and agreed that this right of entry is granted under the express condition and agreement that an action to condemn will only be initiated upon the request of the Grantor, or after the Grantee has determined that there is no likelihood of agreement on the compensation to be paid. Such action will not be filed sooner than 60 days from the date hereof, provided that upon a request by the Grantor, the Grantee will file such an action within forty-five (45) days of said request.

Grantee shall promptly restore to the original condition or better all areas disturbed

by Grantee's use of the Right of Entry. All excavated areas shall be filled by Grantee. In the lawn area the fill shall be compacted to 90% of maximum dry density. Densities to be determined by A.S.T.M. D-1557 or A.A.S.H.T.O. T-180 procedure (modified proctor). Grantee shall sod all lawn areas disturbed with Kentucky Blue Grass blend, Class "A" #1 top quality sod with a dark green color and dense texture.

Grantee shall remove from the property all trees and brush that are cut down or uprooted by Grantee and any surplus materials from the waterline excavation.

Grantee shall replace any trees removed or damaged in the lawn areas with trees of the same type and size to the extent reasonably practicable; provided, however, that for any trees greater than 8" dbh, the replacement shall be in accordance with requirements under the City's woodlands ordinance.

The City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, suits, costs or other expenses which the Grantor may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein and will pay actual attorney fees and costs incurred by Grantor.

This right of entry shall remain in effect until the described easement rights have been conveyed to the City of Novi by separate agreement or by eminent domain proceeding.

The effective date of this right of entry is March ____, 2008.

WITNESSES:

GRANTOR: Occidental Development,
LLC, a Michigan Limited Liability
Company, formerly Occidental

Development Ltd.

Paul Mott
Paul Mott

Warren Roser
By: Warren Roser
Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of March, 2008, on behalf of Occidental Development, LLC, a Michigan Limited liability Company, by _____, as its

NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
COMMISSION EXPIRES JUN 26, 2010

David B. Landry
Notary Public
OAKLAND County, Michigan
My Commission Expires: June 26, 2010

WITNESSES:

GRANTEE: City of Novi, a Michigan
Municipal Corporation

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of March, 2008, on behalf of the City of Novi, a Michigan Municipal Corporation, by David B. Landry and Maryanne Cornelius, as its Mayor and Clerk respectively.

Notary Public

_____ County, Michigan
My Commission Expires: _____

Drafted by and when
recorded return to:
Thomas R. Schultz
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

Part of 50-22-04-100-010

1049969

EXHIBIT A

EASEMENT

PARCEL NO.: 50-22-04-100-010


PROPERTY OWNER: OCCIDENTAL DEVELOPMENT LTD
 30057 ORCHARD LAKE ROAD
 SUITE 200
 FARMINGTON, MI 48333

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 360.45 FEET AND SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 590.80 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 88 DEGREES 20 MINUTES 18 SECONDS EAST 350.00 FEET; THENCE SOUTH 954.64 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 28 SECONDS WEST 349.88 FEET; THENCE NORTH 958.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
PONTIAC TRAIL WATERMAIN

8/22/07

| | | | | |
|---|---|--|---|--------|
|  | engineers scientists architects constructors | City of Novi Oakland County, Michigan <hr/> Easement Parcel No. 50-22-04-100-010 | PROJECT NO. 60020100 PAGE NO. | 1 of 1 |
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RIGHT OF ENTRY FOR UTILITY CONSTRUCTION

The undersigned grants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, its agents, successors, and contractors, and to any public utility company, the right to enter upon the lands described in Exhibit "A" for the purpose of relocation and/or construction of water main and related facilities.

Grantor and Grantee understand and agree that the granting of this right of entry shall have no effect upon the compensation to be paid for the property or property rights required for construction of the above-described improvements. Grantor and Grantee further understand and agree that the Grantee intends to negotiate in good faith with Grantor to acquire the easement over the property by purchase, on the basis of an appraisal of the value of the property or property rights.

It is further stipulated and agreed that this right of entry is granted under the express condition and agreement that an action to condemn will only be initiated upon the request of the Grantor, or after the Grantee has determined that there is no likelihood of agreement on the compensation to be paid. Such action will not be filed sooner than 60 days from the date hereof, provided that upon a request by the Grantor, the Grantee will file such an action within forty-five (45) days of said request.

Grantee shall promptly restore to the original condition or better all areas disturbed

by Grantee's use of the Right of Entry. All excavated areas shall be filled by Grantee. In the lawn area the fill shall be compacted to 90% of maximum dry density. Densities to be determined by A.S.T.M. D-1557 or A.A.S.H.T.O. T-180 procedure (modified proctor). Grantee shall sod all lawn areas disturbed with Kentucky Blue Grass blend, Class "A" #1 top quality sod with a dark green color and dense texture.

Grantee shall remove from the property all trees and brush that are cut down or uprooted by Grantee and any surplus materials from the waterline excavation.

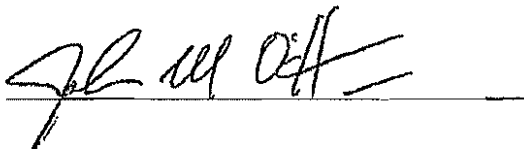
Grantee shall replace any trees removed or damaged in the lawn areas with trees of the same type and size to the extent reasonably practicable; provided, however, that for any trees greater than 8" dbh, the replacement shall be in accordance with requirements under the City's woodlands ordinance.

The City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, suits, costs or other expenses which the Grantor may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein and will pay actual attorney fees and costs incurred by Grantor.

This right of entry shall remain in effect until the described easement rights have been conveyed to the City of Novi by separate agreement or by eminent domain proceeding.

The effective date of this right of entry is March ____, 2008.

WITNESSES:



GRANTOR: Edward Rose Realty, Inc., a Michigan Corporation


By: Warren Rose

Drafted by and when
recorded return to:
Thomas R. Schultz
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

Part of 50-22-04-200-013

1049973

EXHIBIT A

EASEMENT


PARCEL NO.: 50-22-04-200-013
PROPERTY OWNER: EDWARD ROSE REALTY INC.
30057 ORCHARD LAKE ROAD SUITE 200
FARMINGTON, MI 48333-9154

PROPERTY DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 0 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 00 DEGREES 35 MINUTES 51 SECONDS EAST 60.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4; THENCE CONTINUING SOUTH 00 DEGREES 35 MINUTES 51 SECONDS EAST 1816.88 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 09 SECONDS WEST 783.84 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 51 SECONDS WEST 415.00 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 09 SECONDS WEST 20.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 51 SECONDS WEST 604.00 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 09 SECONDS EAST 31.02 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 51 SECONDS WEST 35.88 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 09 SECONDS EAST 357.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 51 SECONDS WEST 765.30 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 417.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
PONTIAC TRAIL WATERMAIN

10/3/06

| | | | | | | | | |
|---|---|--|--|--|--|--|--|---|
|  | engineers scientists architects constructors | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-200-013 | <table border="1"><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table> | | | | | PROJECT NO. GD020100 SHEET NO. 1 of 1 |
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EASEMENT

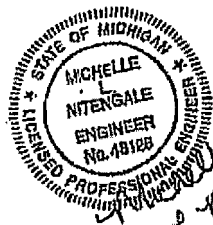
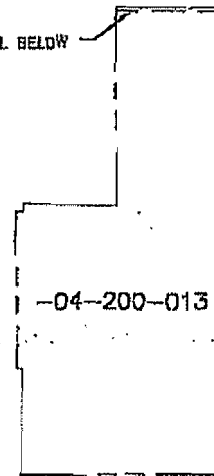
PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

THE NORTH 12 FEET OF THE EAST 417 FEET OF SUBJECT PARCEL, PARALLEL WITH THE NORTH SECTION LINE OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

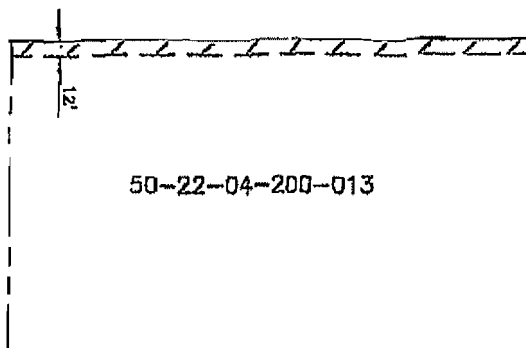
SAID PERMANENT EASEMENT CONTAINS 0.11 ACRES, MORE OR LESS.

12' PERMANENT EASEMENT -- SEE DETAIL BELOW



Michelle Nitensale

RIGHT-OF-WAY LINE OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST **PONTIAC TRAIL**
(60' RIGHT-OF-WAY)



Scale: 1" = 100'



**EXHIBIT B
PONTIAC TRAIL WATERMAIN**

10/3/05

| | | | |
|--|---|--|---|
| | engineers scientists architects constructors | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-200-013 | PROJECT ID: G0520100 PAGES: 04 1 of 1 |
| | City of Novi 10000 Novi Rd Novi, MI 48240 | | PROJECT ID: G0520100 PAGES: 04 1 of 1 |

RIGHT OF ENTRY FOR UTILITY CONSTRUCTION

The undersigned grants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, its agents, successors, and contractors, and to any public utility company, the right to enter upon the lands described in Exhibit "A" for the purpose of relocation and/or construction of water main and related facilities.

Grantor and Grantee understand and agree that the granting of this right of entry shall have no effect upon the compensation to be paid for the property or property rights required for construction of the above-described improvements. Grantor and Grantee further understand and agree that the Grantee intends to negotiate in good faith with Grantor to acquire the easement over the property by purchase, on the basis of an appraisal of the value of the property or property rights.

It is further stipulated and agreed that this right of entry is granted under the express condition and agreement that an action to condemn will only be initiated upon the request of the Grantor, or after the Grantee has determined that there is no likelihood of agreement on the compensation to be paid. Such action will not be filed sooner than 60 days from the date hereof, provided that upon a request by the Grantor, the Grantee will file such an action within forty-five (45) days of said request.

Grantee shall promptly restore to the original condition or better all areas disturbed

by Grantee's use of the Right of Entry. All excavated areas shall be filled by Grantee. In the lawn area the fill shall be compacted to 90% of maximum dry density. Densities to be determined by A.S.T.M. D-1557 or A.A.S.H.T.O. T-180 procedure (modified proctor). Grantee shall sod all lawn areas disturbed with Kentucky Blue Grass blend, Class "A" #1 top quality sod with a dark green color and dense texture.

Grantee shall remove from the property all trees and brush that are cut down or uprooted by Grantee and any surplus materials from the waterline excavation.

Grantee shall replace any trees removed or damaged in the lawn areas with trees of the same type and size to the extent reasonably practicable; provided, however, that for any trees greater than 8" dbh, the replacement shall be in accordance with requirements under the City's woodlands ordinance.

The City of Novi shall indemnify and save harmless, the Grantor; from and against any and all detriments, damages, losses, claims, suits, costs or other expenses which the Grantor may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein and will pay actual attorney fees and costs incurred by Grantor.

This right of entry shall remain in effect until the described easement rights have been conveyed to the City of Novi by separate agreement or by eminent domain proceeding.

The effective date of this right of entry is March ____, 2008.

WITNESSES:

GRANTOR: Occidental Development,
LLC, a Michigan Limited Liability
Company, formerly Occidental
Development Ltd.

Drafted by and when
recorded return to:
Thomas R. Schultz
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

Part of 50-22-04-100-034

1049966

EXHIBIT A

EASEMENT


PARCEL NO.: 50-22-04-100-034
PROPERTY OWNER: OCCIDENTAL DEVELOPMENT LTD
 30067 ORCHARD LAKE ROAD
 SUITE 200
 FARMINGTON, MI 48333

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 380.45 FEET AND SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 840.80 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 583.75 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 58 SECONDS WEST 1888.39 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 28 SECONDS WEST 1863.29 FEET; THENCE NORTH 30.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 948.21 FEET; THENCE NORTH 805.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 352.89 FEET; THENCE NORTH 954.84 FEET TO THE POINT OF BEGINNING, ALSO PART OF THE NORTH 1/2 OF SECTION 4 DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1888.12 FEET FROM THE NORTHWEST SECTION CORNER; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1353.88 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 1287 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 1353.68 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 1287 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A
PONTIAC TRAIL WATERMAIN**

8/22/07

| | | | | |
|---|---|--|-----------------------------------|---|
|  | engineers scientists architects constructors | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-100-034 | PREPARED BY CHECKED BY DATE | PREPARED BY 08820100 FIC/ML/ML 1 of 1 |
|---|---|--|-----------------------------------|---|

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PROJECT: PONTIAC TRAIL WATERMAIN

EASEMENT

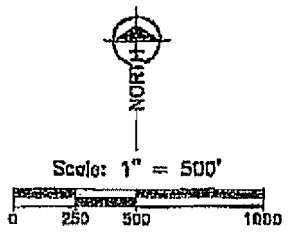
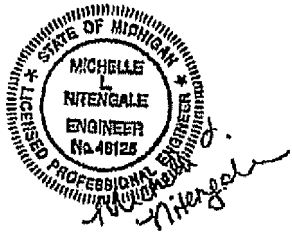
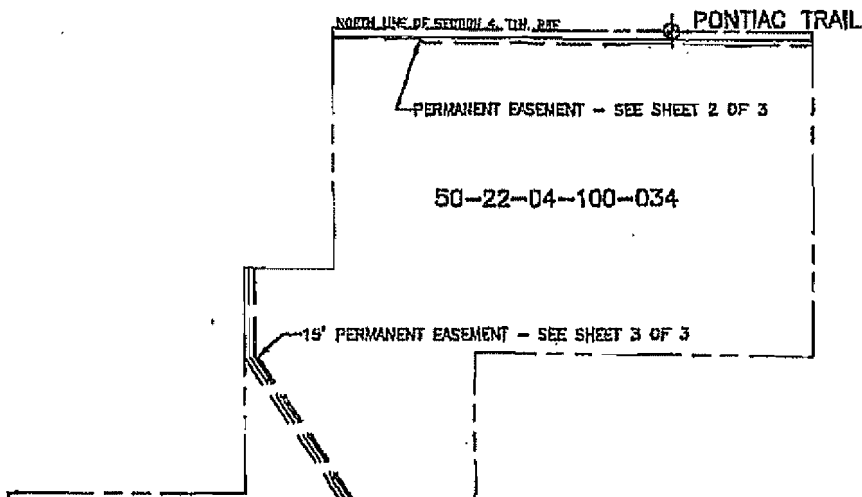
PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°16'52" EAST 380.45 FEET; THENCE NORTH 89°30'00" EAST 840.80 FEET; THENCE SOUTH 01°09'42" EAST 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°30'00" EAST 1921.05 FEET; THENCE SOUTH 01°08'34" EAST 22.00 FEET; THENCE SOUTH 89°30'00" WEST 337.00 FEET; THENCE NORTH 49°30'51" WEST 8.80 FEET; THENCE SOUTH 89°30'00" WEST 372.80 FEET; THENCE SOUTH 44°29'08" WEST 8.90 FEET; THENCE SOUTH 80°30'00" WEST 827.20 FEET; THENCE NORTH 45°30'51" WEST 25.46 FEET; THENCE SOUTH 89°30'00" WEST 352.55 FEET; THENCE NORTH 01°09'42" WEST 4.00 FEET TO THE POINT OF BEGINNING.

ALSO, A 15 FOOT WIDE EASEMENT, 7.5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 380.45 FEET; THENCE NORTH 89°30'00" EAST 840.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°08'33" EAST 581.84 FEET; THENCE SOUTH 89°11'58" WEST 500.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24°29'08" WEST 708.62 FEET; THENCE NORTH 01°09'42" WEST 346.33 FEET TO THE POINT OF ENDING, SAID 15 FEET WIDE EASEMENT IS ADJACENT TO AND EASTERLY OF SANITARY EASEMENT IN LIBER 16142, PAGE 366, OAKLAND COUNTY RECORDS.

SAID PERMANENT EASEMENT CONTAINS 1.12 ACRES, MORE OR LESS.



**EXHIBIT B
PONTIAC TRAIL WATERMAIN**

8/22/07

| | | | | |
|--------------|---|--|--|---------------------------|
| fitch | engineers scientists architects constructors | City of Novi Oakland County, Michigan | | PROJECT NO. 6002016D |
| | | Easement Parcel No. 50-22-04-100-034 | | PAGE NO. 1 of 3 |

EASEMENT

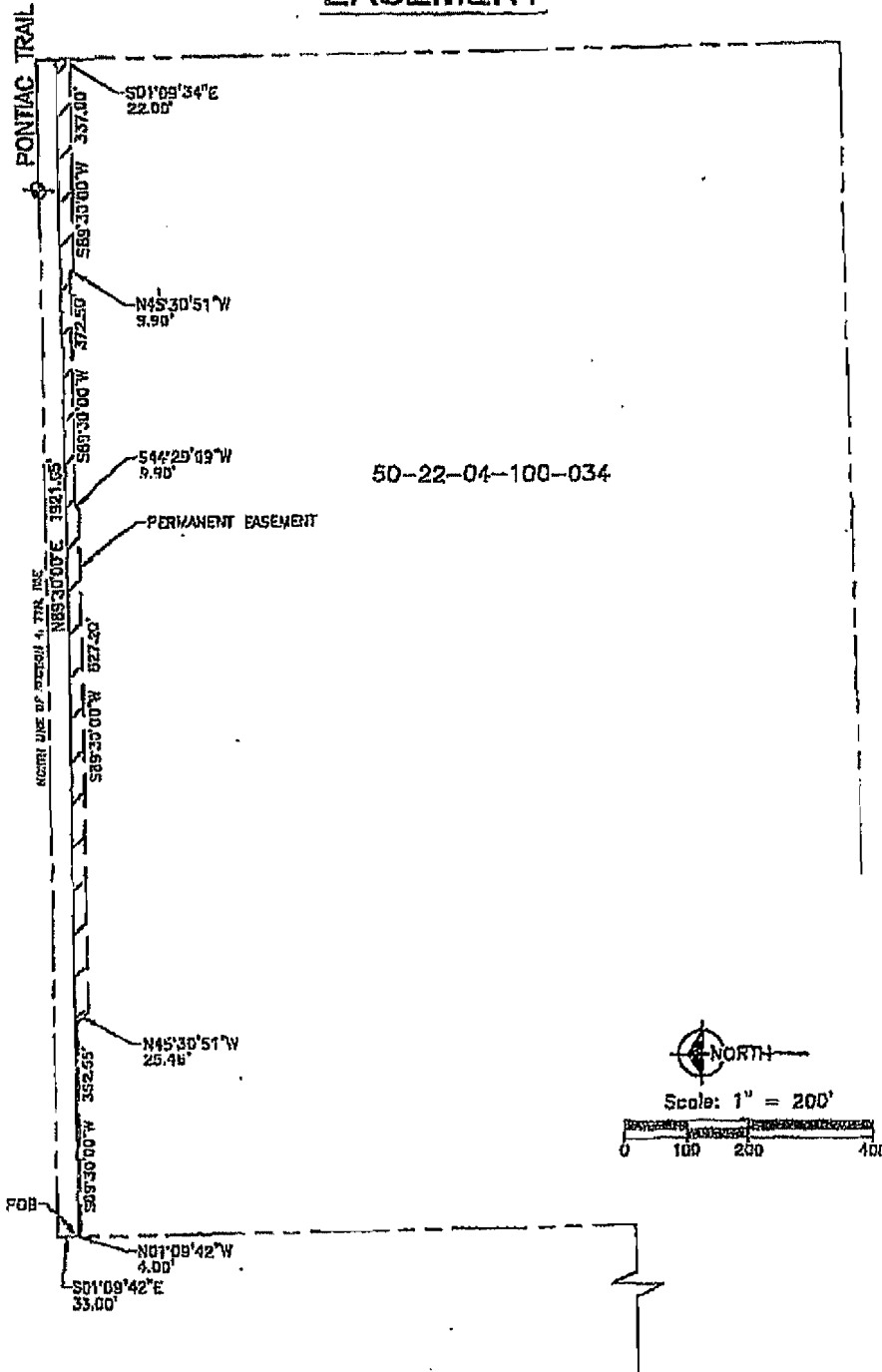
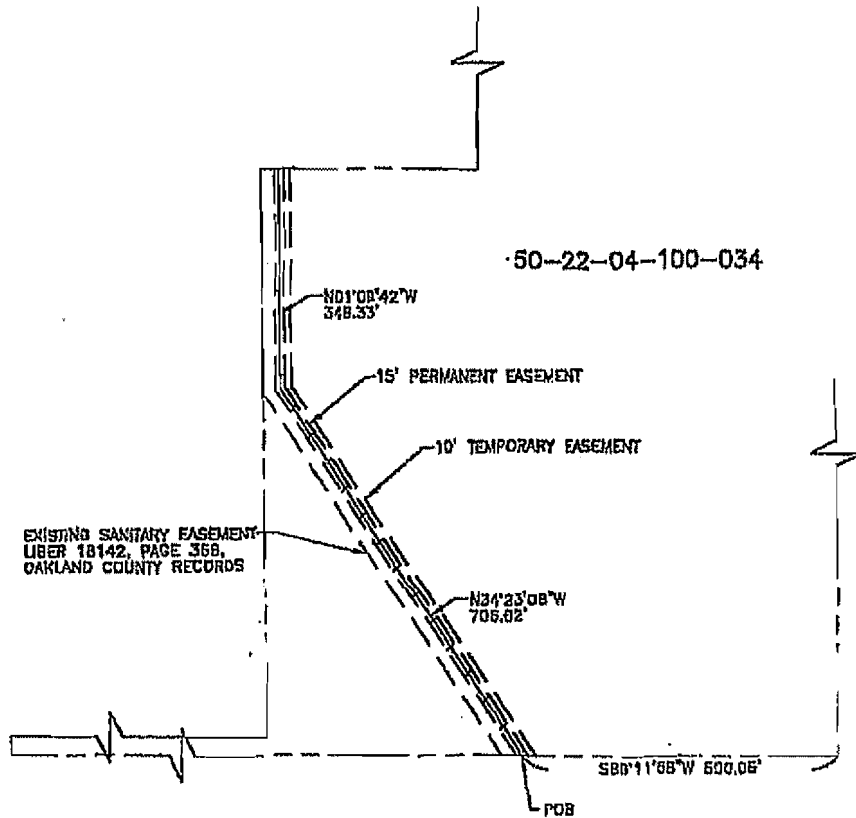


EXHIBIT B
PONTIAC TRAIL WATERMAIN

8/22/07

| | | | |
|--|---|--|---|
| | engineers scientists architects construction | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-100-034 | PROJECT NO. GC020100 SHEET NO. 2 of 3 |
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EASEMENT



Scale: 1" = 200'



EXHIBIT B
PONTIAC TRAIL WATERMAIN

8/22/07

| | | | |
|--|---|---|--|
| | engineers scientists architects constructors | City of Novi Oakland County, Michigan | PROJECT NO. 06820100 DRAWING NO. |
| | | Easement Parcel No. 50-22-04-100-034 | |