

CITY of NOVI CITY COUNCIL

**Agenda Item C
July 20, 2009**

SUBJECT: Approval of Consultant Review Committee's recommendation to grant an additional one-year extension to ECT, Environmental Consulting & Technology to provide environmental consulting services ending April 16, 2010, as provided in the attached resolution.

SUBMITTING DEPARTMENT: Community Development Department - Planning *Bach*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The City uses outside professional services for environmental concerns related to site plan review, professional expertise at meetings, and inspections. Currently ECT, Environmental Consulting & Technology is providing both woodland and wetland services under a contract approved in 2007. The contract covers an initial two-year period, with an additional one-year extension to the contract which was anticipated with the initial approval.

Over the last two years, Community Development Department staff has developed and maintained a good working relationship with ECT and is pleased with the professional level of services offered. Staff continues to meet regularly with representatives from ECT to review mutual expectations and consider improvements to the coordination of services. ECT staff regularly performs work at a professional level and within the timeframes expected by the Community Development Department.

ECT has expressed an interest in extending the existing contract with the City of Novi through April 16, 2010. ECT is not requesting any modifications to the terms of the contract or fee structure at this time.

The Consultant Review Committee met on July 6, 2009 and unanimously recommended extending the contract per the original agreement. Attached is a May 21, 2009 letter from Mr. Charles C. Wolf, Vice President of ECT, expressing an interest in continuing the contract with the City.

RECOMMENDED ACTION: Approval of Consultant Review Committee's recommendation to grant an additional one-year extension to ECT, Environmental Consulting & Technology to provide environmental consulting services ending April 16, 2010, as provided in the attached resolution.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

CITY OF NOVI

OAKLAND COUNTY, MICHIGAN

**RESOLUTION EXTENDING CONTRACT FOR PROFESSIONAL SERVICES
ENVIRONMENTAL CONSULTING TECHNOLOGY, INC. ("ECT")**

At a meeting of the City Council of the City of Novi, Oakland County, Michigan, held on the ____ day of July, 2009, at the City Hall, 45175 West Ten Mile Road, Novi, Michigan 48375.

The following resolution was offered by _____ and supported by _____.

WHEREAS, the City of Novi and Environmental Consulting Technology, Inc. ("ECT") have entered into a contract for professional consulting services, which agreement is dated March 19, 2007 and is effective April 16, 2007; and

WHEREAS, the agreement was approved by the City Council for a period of two years, with an option on the part of both parties to extend an additional year; and

WHEREAS, ECT has requested that the agreement be extended on its current terms and conditions for an additional; and

WHEREAS, the City Council has agreed to the one-year extension upon the same terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Novi agrees, upon request of ECT, to extend the contract for professional services dated March 19, 2007 and effective April 16, 2007 for an additional one year, such period to expire on April 16, 2010.

AYES:
NAYS:
ABSTENTIONS:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, MARYANNE CORNELIUS, the duly-qualified Clerk of the City of Novi, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at a duly-called meeting held on the ____ day of July, 2009, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of March, 2009.

MARYANNE CORNELIUS
Clerk, City of Novi

1266582

**MAY 21, 2009
LETTER FROM ECT
TO EXTEND CONTRACT**



Environmental Consulting & Technology, Inc.

May 21, 2009

Ms. Barb McBeth, Deputy Director of Community Development
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Re: ECT Contract for Environmental Services

Dear Ms. McBeth,

Environmental Consulting & Technology, Inc. (ECT) would be pleased to extend our existing contract to provide Environmental Services to the City of Novi through April 16, 2010. We appreciate the opportunity to be of continued service to the City of Novi and welcome the opportunity to review the status of our working relationship to identify areas where we can improve. If you have any questions or would like to discuss this matter further, please call.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

Charles C. Wolf, P.E.
Vice President

2200 Commonwealth
Boulevard, Ste 300
Ann Arbor, MI
48105

(734)
769-3004

FAX (734)
769-3164

**CITY COUNCIL MINUTES
MARCH 19, 2007**

EXCERPT FROM

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MARCH 19, 2007 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 W. TEN MILE ROAD**

ROLL CALL: Mayor Landry, Mayor Pro Tem Capello-absent*, Council Members Gatt, Margolis, Mutch, Nagy, Paul

MATTERS FOR COUNCIL ACTION – Part I

1. Approval of Consultant Review Committee's recommendation to award the Environmental Consulting Services (for woodlands and wetlands review and inspection) contract to Environmental Consulting & Technology, Inc. (ECT) for a two-year period with an option for a third year effective April 16, 2007.

CM-07-03-054 Moved by Nagy, seconded by Gatt; CARRIED UNANIMOUSLY:

To approve the Consultant Review Committee's recommendation to award the Environmental Consulting Services (for woodlands and wetlands review and inspection) contract to Environmental Consulting & Technology, Inc. (ECT) for a two-year period with an option for a third year effective April 16, 2007.

Roll call vote on CM-07-03-054 Yeas: Gatt, Margolis, Mutch, Nagy, Landry, Capello

Nays: None

Absent: Paul

APPROVED ECT CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated March 19, 2007 and effective April 16, 2007, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and **Environmental Consulting Technology, Inc.**, whose address is: 501 Avis Drive, Suite 5C, Ann Arbor, MI 48108 (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Exhibits A (fees) and B (the "work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on April 16, 2007 upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of this agreement, including Exhibits A (Fees) and B (Scope of Work). The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Exhibit A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. Consultant acknowledges that the attached Exhibits A (Fees) & B (Scope of Work) include certain "pay for performance" provisions. Project plan reviews shall be due fifteen (15) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also request an extension of the project due date in advance, in the case of an usually extensive or complicated review or project.

- C. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- D. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Exhibit A, unless specifically identified in Exhibit A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- E. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Exhibit B; otherwise the Client will not be billed for such extra/additional services or work.
- F. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by the Client upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.
- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Exhibit B in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Exhibit B, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth in the Request for Qualifications dated January 2007, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the Request for Qualifications dated January 2007.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the

work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the Township, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the Township, other consultants and/or other public sources.

Article IX: General Provisions.

- A. **Entire Agreement.** This instrument, together with the attached Exhibits, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. **Compliance with Laws.** This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. **Governing Law.** This Contract shall be governed by the laws of the State of Michigan.
- D. **Assignment.** Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. **Dispute Resolution/Arbitration.** The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. **Third Parties.** It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the Township should the

work be accepted and implemented by the Township) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
Consultant:

- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Exhibits, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

City of Novi ("Client"):

By: 
David B. Landry - Mayor

By: 
MARYANNE CORNELIUS, CITY CLERK


Environmental Consulting & Technology,
Inc.
("Consultant"):


By: 
CHARLES WOLFE, Its VICE PRESIDENT

EXHIBIT A

See Attached Fee Exhibit effective 04.16.07

10/20/07 - 1/10/08

10/20/07 - 1/10/08

Environmental Consulting Fees - ECT (Effective 04.16.07)

SITE PLAN REVIEW (A 15% administrative charge will be assessed to all fees)

Woodlands Review (Fee is based on woodlands acreage)

Woodlands Evaluation			
ECT	\$250 + \$40/acre over 2 acres		
	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Preliminary Site Plan			
ECT	\$800	\$800 + \$100/acre over 2 acres	\$1,100 + \$70/acre over 5 acres
Final Site Plan			
ECT	\$500	\$500 + \$50/acre over 2 acres	\$650 + \$30/acre over 5 acres

Wetlands Review (Fee is based on wetlands acreage)

Only ECT quoted a \$200 wetland permit preparation fee. There currently is no fee assessed for this service.

Boundary Verification			
ECT	\$350 + \$40/acre over 2 acres		
	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Preliminary Site Plan - Natural Features Setback Authorization			
ECT	\$600	\$600	\$600
Preliminary Site Plan - Minor Use			
ECT	\$600	\$600	\$600
Preliminary Site Plan - Non-Minor Use			
ECT	\$1,000	\$1,000 + \$200/acre over 2 acres	\$1,600 + \$75/acre over 5 acres
Final Site Plan - Natural Features Setback Authorization			
ECT	\$550	\$550	\$550
Final Site Plan - Minor Use			
ECT	\$550	\$550	\$550
Final Site Plan - Non-Minor Use			
ECT	\$550	\$550 + \$100/acre over 2 acres	\$800 + \$40/acre over 5 acres

See consultant quote sheet for additional information regarding revised review fees.

Environmental Consulting Fees - ECT (Effective 04.16.07)

(A 15% administrative charge will be assessed on all wetland inspection fees)

WETLAND INSPECTION FEES - Current Fee Schedule	
Wetland Construction Observation/Inspection Schedule	ECT
Environmental Preconstruction Meeting	\$300.00
Wetland Silt Fence Staking Inspection	\$300.00
Wetland Silt Fence Installation Inspection	\$300.00
Construction Observation (provides two inspections)	\$300.00
Temporary Certificate of Occupancy	\$300.00
Final Certificate of Occupancy Inspection	\$300.00
Wetland Mitigation Construction and Monitoring Schedule	ECT

Wetlands Inspection (Fee is based on wetlands acreage):

Grading Wetland Mitigation Inspection	\$400 plus \$40/acre over 2 acres
Additional Grading Inspections	\$200.00
Planting Wetland Mitigation Inspection	\$300.00
Review of As-built Wetland Mitigation Plan for Final Approval to start Monitoring	\$300.00
Annual Review of Wetland Mitigation Monitoring Report and Subsequent	\$400.00

Environmental Consulting Services

SUBDIVISION REVIEW (A 15% administrative charge will be assessed to all fees)

Woodlands Subdivision Review (Fee is based on woodlands acreage)

Woodlands Evaluation			
Woodlands Evaluation - ECT	\$250 + \$40/acre over 2 acres (if applicable)		
	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Tentative Preliminary Plat			
Woodlands - ECT	\$800	\$800 + \$100/acre over 2 acres	\$1,100 + \$70/acre over 5 acres
Final Preliminary Plat			
Woodlands - ECT	\$300	\$300	\$300
Subdivision Engineering			
Woodlands - ECT	\$400	\$400 + \$100/acre over 2 acres	\$700 + \$70/acre over 5 acres
Final Plat			
Woodlands - ECT	NO FEE		

Wetlands Subdivision Review (Fee is based on wetlands acreage)

Boundary Verification			
ECT	\$350 + \$40/acre over 2 acres		
	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Tentative Preliminary Plat			
Natural Features Setback Authorization	\$600	\$600	\$600
Minor Use	\$600	\$600	\$600
Non-Minor Use	\$1,000	\$1,000 + \$200/acre over 2 acres	\$1,600 + \$75/acre over 5 acres
	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Final Preliminary Plat			
Natural Features Setback Authorization	\$250	\$250	\$250
Minor Use	\$250	\$250	\$250
Non-Minor Use	\$250	\$250 + \$100/acre over 2 acres	\$400 + \$40/acre over 5 acres
	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Subdivision Engineering			
Natural Features Setback Authorization	\$500	\$500	\$500
Minor Use	\$500	\$500	\$500
Non-Minor Use	\$500	\$500 + \$100/acre over 2 acres	\$800 + \$40/acre over 5 acres
	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Final Plat			
Natural Features Setback Authorization	\$250	\$250	\$250
Minor Use	\$250	\$250	\$250
Non-Minor Use	\$250	\$250 + \$100/acre over 2 acres	\$400 + \$40/acre over 5 acres
Wetland Permit Preparation			
Permit Preparation	\$200	\$200	\$200

Environmental Consulting Services

REVISED SITE PLAN REVIEW (A 15% administrative charge will be assessed to all fees)

Revised Wetlands Review (Fee is based on wetlands acreage)

	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Revised Preliminary Site Plan - Natural Features Setback Authorization			
ECT	\$500	\$500	\$500
Revised Preliminary Site Plan - Minor Use			
ECT	\$500	\$500	\$500
Preliminary Site Plan - Non-Minor Use			
ECT	\$500	\$500	\$800
Revised Final Site Plan - Natural Features Setback Authorization			
ECT	\$500	\$500	\$500
Revised Final Site Plan - Minor Use			
ECT	\$500	\$500	\$500
Revised Final Site Plan - Non-Minor Use			
ECT	\$500	\$500	\$800

REVISED SUBDIVISION REVIEW (A 15% administrative charge will be assessed to all fees)

Revised Wetlands Review (Fee is based on wetlands acreage)

	2 Acres or less	2.1 - 5 Acres	Greater than 5 Acres
Revised Tentative Preliminary Plat			
Natural Features Setback	\$500	\$500	\$500
Minor Use	\$500	\$500	\$500
Non-Minor Use	\$500	\$500	\$800

Environmental Consulting Services - Fee Comparison

Woodland Plot Plan Reviews

Woodlands Evaluation		Proposed Fee
ECT		\$200 which includes two plan reviews and one final certificate of occupancy inspection, additional plot plan reviews will be billed at \$100. Additional final inspection fees for C of O = \$100

Wetland Plot Plan Reviews

Woodlands Evaluation		Proposed Fee
ECT		\$200 includes two plan reviews and one final certificate of occupancy inspection. Additional plot plan reviews = \$100. Additional final inspections for certificate of occupancy = \$100

Environmental Consulting Fees - ECT (Effective 04.16.07)

WOODLAND INSPECTION FEES - Proposed Fee Schedule

	Fee Basis	Fee	
ECT	6%* *of value of woodlands replacement	Actual inspection fees to be billed hourly @ \$85/hour	(Not to exceed 6% escrow amount; includes inspection services such as staking and installation of woodland fencing; Hourly fee not applicable if inspection is combined with wetland silt fence staking and inspection.)

EXHIBIT B

PROJECT OVERVIEW, SCOPE & REQUIREMENTS

The following describes the duties and responsibilities of the Environmental Consultant (wetlands and woodlands):

Wetlands

1. Wetland plan reviews and inspections for commercial, industrial, and residential site developments.
2. Wetland field verifications for wetland boundaries, making determinations (essential, non-essential).
3. Conservation easements and legal document review and approval.
4. Coordination of permits with Michigan Department of Environmental Quality.
5. Prepare and issue City wetland permits.
6. Wetland Monitoring Report Reviews.
7. Answer questions regarding the wetland ordinance from the public and developers as directed and coordinated by the City of Novi.
8. Wetlands ordinance violation investigations and reports.
9. Analysis of proposed wetland mitigation proposals.
10. Environmental and Full Pre-Construction Meetings.

Woodlands

Site Planning Review Related Duties

11. Pre-Applications: Site visit to prepare, write reports, attend pre-application meeting.
12. Preliminary Site Plan: Inspection, Review and Report, and attendance at Planning Commission or City Council meetings as directed by City.
13. Plan Revisions Resource: Phone Calls, Meetings.
14. Final Woodland Plan Review and Report.
15. Final/Subdivision Engineering Review and Report.
16. Woodland Permit Issuance.
17. Stamping Set Plan Review.
18. Environmental and Full Pre-Construction Meeting.
19. Woodland Protection Fence Inspection(s).
20. Full Pre-Construction Meeting.
21. Final Inspection of Woodland Replacement Installation(s).
22. Conservation easements and legal document review and approval.

Single Family Residential Plot Plan Review

23. Conduct field evaluation of site (including tree and fence inspections) and review approved site plan for subdivision.
24. Report findings and establish bond fees.
25. Issue Permits.
26. Identify cases which may need to go before Woodland Review Board.
27. Inspect to release bonds.

Woodland Violation Enforcement Duties

28. Address Residential or Commercial Inquiry.
29. Site Inspection to Verify Woodland Impact; Determination of Violation and Restitution in Report; Site Inspection to Verify Restitution/Woodland Replacement; Address Follow-up Communication if in Non-Compliance.

Other/General Duties

30. Consultant must be able to complete applicant reviews, including all field inspections and written documentation and reports to City, within fifteen (15) business days from receipt. The timeline shall begin upon the receipt of a complete package by applicant that is logged into the City's permit/application system. A penalty will be applied by the City for each day the review is not delivered on time by Consultant. Subsequent follow-up reviews must be completed within fifteen (15) business days. The same penalty shall apply if this review timeline is not met by Consultant.
31. At the request of the City, Consultant must be able to complete some applicant reviews within five (5) business days to meet an expedited schedule as determined by the City.
32. Coordination with all other disciplines (e.g., soil erosion, woodland protections, Planners, City Forester, City attorneys, etc.).
33. Must be able to provide court testimony for ordinance enforcement, litigation, etc.
34. Must have a Registered Landscape Architect, Certified Arborist or Forester on staff to conduct woodland reviews since the City Code requires preparation of woodland plans by an individual with such certification.
35. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.