



CITY of NOVI CITY COUNCIL

Agenda Item J
February 6, 2017

SUBJECT: Approval of recommendation from the Consultant Review Committee to award a contract for Civil Engineering Private Development Field Services to Spalding DeDecker & Associates, Inc. (through December 18, 2017) and adoption of associated fees and charges effective immediately.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM
Community Development Department *UMJ*

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The contract with the City's current consultant for providing civil engineering field services for private development projects, Spalding DeDecker & Associates (SDA), Inc., expires on May 1, 2017. The consultant primarily provides engineering services related to private development (approximately 25 projects currently "in-play") through the review of residential plot plans, construction inspection, project close-out paperwork assistance, and the completion of record drawings. Spalding DeDecker has been serving as the engineering field services consultant since being awarded a two-year contract (with three, one-year renewals) back on April 23, 2012 that became effective on May 1, 2012.

During the last three months, the City's Engineering Division has experienced a significant amount of staff shortage as four staff members have accepted other positions as they progress in their respective careers. Four staff members remain as City Administration evaluates options with respect to the aforementioned vacancies. In order to maintain the high level of support to the 25+ projects currently being developed, an extension is being recommended in lieu of asking the remaining employees to handle the Request for Qualifications (RFQ) process. Extending the contract until December 18, 2017 will provide a much needed buffer between completing projects in the 2016/17 calendar year and preparing a RFQ in the Fall of 2017.

The Engineering Division and Community Development Department worked with SDA to identify tasks that could be completed more efficiently by SDA in the interim during this transition. These added tasks would include: Acceptance Document Review; Soil Erosion and Sedimentation Control Reviews (currently only providing inspection services in this area); Review and Inspection of Right-of-Way permits; and Private Development Engineering Plan Reviews (as overflow only).

Along with the added services above, staff was also able to negotiate lower fixed fees, percentage fees and hourly rates of its current approved Fee Schedule (Exhibit A). Some of these services are as follows: Initial Inspections of Residential Plot Plans (to include one re-inspection) was reduced from \$160 to \$130; Final Grade Inspection of Single-Family Residential Homes was reduced from \$200 to \$190; Inspections for Sidewalk/Driveway Approaches (within the right-of-way) were reduced from \$135 to \$125; etc.

City Administration recommends award of this contract through December 18, 2017 based upon SDA's previous work performance, knowledge, understanding of Novi's policies and processes as well as the competitiveness of their fees (as compared with other firms).

The work completed under this agreement is completely funded by fees charged to developers and builders. Therefore, staff recommends approval of the adoption of fees and charges per the fee proposal provided by SDA, dated January 31, 2017 (Exhibit A).

RECOMMENDED ACTION: Approval of recommendation from the Consultant Review Committee to award a contract for Civil Engineering Private Development Field Services to Spalding DeDecker & Associates, Inc. (through December 18, 2017) and adoption of associated fees and charges effective immediately.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Burke				
Council Member Wrobel				

CONSULTING ENGINEERING AGREEMENT

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and Spalding DeDecker & Associates, Inc., whose address is 905 South Boulevard East, Rochester Hills, MI 48307, hereafter, "Engineer."

RECITALS:

NOW, THEREFORE, in consideration of the foregoing, the City and Engineer agree as follows:

Section 1. Work.

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Engineer shall perform the work described in the manner provided or required by the following Contract Documents, which are attached to and made a part of this Agreement as Exhibits A and B, all of said work to be done in a competent, efficient, timely, good and workmanlike manner, in accordance with the customary standard of care, and in compliance with all terms and conditions of this Agreement.

Exhibit A January 20, 2017 Work Description

Exhibit B January 20, 2017 Fee Determination Form

The revised Work Description and Fee Determination Form are effective immediately and are good through **December 18, 2017** (as agreed upon).

Section 2. Payment for Engineer Services.

1. Basic Fee.-N/A
2. Payment Schedule for Basic Fee.

Engineer shall submit monthly statements for Basic Services rendered. The Statement shall reflect services actually completed for each task set forth in Exhibit A at the time of billing. The monthly statements shall be accompanied by a written description of the status of project progress for that month. The City shall confirm the correctness of such statements, and may use the City's own Engineer for such purposes. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

As compensation for expenses, when incurred in direct connection with the project, and approved by the City, the City shall pay the Engineer its actual cost.

Section 4. Ownership of Plans and Documents; Records.

1. Upon completion or termination of this agreement, all documents prepared by the Engineer, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

Section 5. Termination.

1. This Agreement may be terminated by either party upon fourteen (14) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon three (3) days' prior written notice to the Engineer.

3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

Section 6. Disclosure.

The Engineer affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

Section 7. Insurance Requirements.

1. The Engineer shall maintain at its expense during the term of this Agreement, the following insurance:

- a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **not less than that is required by applicable law** for each accident.
- b. **Commercial General Liability Insurance** – The Engineer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$3,000,000** (Three Million Dollars) per occurrence combined single limit.
- c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$3,000,000** (Three Million Dollars) each person and **\$3,000,000** (Three Million Dollars) each occurrence and minimum property damage limits of **\$3,000,000** (Three Million Dollars) each occurrence.
- d. The Engineer shall provide proof of **Professional Liability** coverage in the amount of not less than **\$3,000,000** (Three Million Dollars) per occurrence and/or aggregate.

2. The Engineer shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If, during the term of this Agreement, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Engineer will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Engineer's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Engineer as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City. Commercial General and Automobile Liability policies shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Engineer shall require each sub-consultant to effect and maintain at least the same types and limits of insurance as fixed for the Engineer.

6. The provisions requiring the Engineer to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Engineer under this Agreement.

7. The City has the authority to vary from the specified limits as deemed necessary.

Section 8. Indemnity and Hold Harmless.

1. The Engineer agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.

2. The Engineer agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Agreement. Further the Engineer agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Engineer's performance under this Agreement.

Section 9. Nondiscrimination.

The Engineer shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Engineer further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

Section 10. Applicable Law.

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

Section 11. Approval; No Release.

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Engineer, its employees, associates, agents and consultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and work; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Engineer, its employees, subcontractor, agents and consultants.

After acceptance of final plans and special provisions by the City, Engineer agrees, prior to and during the construction of this project, to perform those engineering services as may be required by City to correct errors or omissions on the original plans prepared by Engineer and to change the original design as required.

Section 12. Compliance With Laws.

This Agreement and all of Engineer's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Engineer represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

Section 13. Notices.

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: George Melistas, Engineering Senior Manager and Cortney Hanson, City Clerk, with a copy to Thomas Schultz at, Johnson, Rosati, Schultz & Joppich, P.C. 34405 W. Twelve Mile Road, Farmington Hills, MI 48331-5627.

Engineer:

Section 14. Waivers.

No waiver of any term or condition of this Agreement 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.

Section 15. Inspections, Notices, and Remedies Regarding Work.

During the performance of the work by Engineer, City shall have the right to inspect the work and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Engineer with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Engineer shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Engineer, or, preserve the claims of defects or defaults without termination by written notice to Engineer.

Section 16. Delays.

No charges or claims for damages shall be made by the Engineer for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Engineer either the necessary information or approval to proceed with the work, resulting, through no fault of the Engineer, in delays of such extent as to require the Engineer to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Engineer as determined by the City, the Engineer shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Engineer to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

Section 17. Assignment.

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Engineer of any responsibility for the fulfillment of this agreement.

Section 18. Dispute Resolution.

The parties agree to try to resolve any disputes as to contract administration or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

David G Richmond
DAVID G RICHMOND

Spalding DeDecker

Philip A Rasor

By: Philip A Rasor, P.E.
Its: Director of Engineering

Ted Meadows

By: Ted Meadows
Its: Senior Project Manager

CONSULTING
ENGINEERING

The foregoing AGREEMENT was acknowledged before me this 31ST day of
JANUARY, 2017, by TED MEADOWS on behalf
SPALDING DEDECKER.

Lana L. Doneth

Notary Public LANA L. DONETH
OAKLAND County, Michigan

My Commission Expires: 02.09.2019



WITNESSES

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

By: Cortney Hanson
Its: City Clerk

The foregoing _____ was acknowledged before me this ____ day of _____,
2017, by _____ on behalf of the City of Novi.

Notary Public
Oakland County, Michigan
My Commission Expires:

Exhibit A: SD Work Description, January 20, 2017



Scope of Services

The following numbered sections correspond to the Request for Qualifications, Section D – Scope of Services.

1) Environmental, Full Site, Pre-paving, Special, Supplementary, and/or Temporary Certificate of Occupancy Pre-Construction Meeting Coordination

- SD will perform a pre-construction site walk-through with the approved site plan. This will better familiarize SD with the actual, current condition of the site and to determine any necessary revisions to the site plan. These conditions and possible revisions can then be discussed in the pre-construction meeting.
- Coordinate and hold Full Site Pre-construction Meetings. SD prepares the meeting agenda, meeting minutes, and Emergency Contact List and distributes the minutes and other related documents to meeting attendees. All types of Pre-Construction Meetings are held at City of Novi-provided meeting facility. All pre-construction meetings will be audio-recorded.
- Provide and review during the meeting the City's Non-Residential or Residential Requirements for a Site Walkthrough and Project Completion. This document is designed to notify the Developer and Contractor in writing of the City's construction requirements under Chapter 26.5 to receive a TCO and C of O.
- Coordinate and hold the Environmental, Grading and "Special" Pre-Construction Meetings
- Upon completion of the Pre-Construction Meeting, SD revises the meeting minutes and emails .pdf files of the following to all attendees: Pre-Construction Meeting Minutes, Business Cards, Facade Inspection, Grading Permit, and Requirements for a Site Walkthrough.
- **Deliverables: Pre-Construction Meeting Minutes, Business Cards, Facade Inspection, Grading Permit, and Requirements for a Site Walkthrough.**

2) Land Improvement Review and Inspections

- New Residential Land Improvement Reviews.
- Minor Land Improvement Reviews.
- Footing Inspections.
- Grading Inspections.
- Sidewalk/Drive Inspections.
- Minor Land Improvement Inspections.
- **Deliverables: LIP Review Letter, MLIP Review Letter, Footing Inspection Report, Grading Inspection Report, Sidewalk/Drive Inspection Report, and MLIP Inspection Report.**

3) Coordination with City Staff and Other Outside Consultants

- SD will coordinate review services with other disciplines, i.e., other City consultants, attorneys and departments. We will also implement, coordinate, review and amend procedures with each discipline, as necessary.

4) Soil Erosion and Sedimentation Control (SESC) Responsibilities

- Inspection for approval of silt fence staking, silt fence installation, and mud mat(s) locations and installation for SESC compliance.
- Inspection for installation of approved inlet protection filters in existing and constructed storm sewer catch basins.
- Observe conditions of adjacent roads to ensure they are swept and maintained regularly.
- Routine inspections according to established procedures to ensure that SESC measures are maintained.
- Inspections after rain events to ensure that SESC measures have not been compromised.
- Verify permit is posted on-site.
- Provide reports on City of Novi standard forms sent to the Ordinance Enforcement Department, as well as the Engineering Division by email and hand delivery.

Exhibit A: SD Work Description, January 20, 2017

- Provide written notification of deficiencies to developers' representatives and the City of Novi.
- Attendance of Show-Cause Hearing when necessary.
- Review site for acceptable stabilization and close out of the Soil Erosion Sedimentation permit and submit close-out document.
- **Deliverables: SESC Inspection Reports, SESC Acceptance or Rejection Letter.**

5) Construction Inspection Services for Private Developments

a) Construction Inspection

- Provide full-time field inspection for the installation of water main, sanitary sewer, and storm sewer.
- Witness all water main pressure testing, bacteria testing, and flushing of the constructed water main.
- Schedule and witness the sanitary sewer televising and air testing.
- Provide inspection of the sanitary sewer lead from the Monitoring Manhole to the building in conjunction with the Community Development's Building Department.
- Provide part time milestone paving and grading inspections.
- Produce daily reports using MDOT's FieldBook software with associated pictures.
- Reports are reviewed and signed by Ted Meadows, or other designated staff. The reports and pictures from the previous week will be emailed to the City of Novi Construction Engineer Coordinator.
- Construction Technicians will update the approved plan with field measured information gathered and witnessed during construction.
- Provide construction materials review for compliance with City specifications, standards, and details.
- **Deliverables: Technician's Daily Reports and Pictures, Water Main Pressure Test Reports, Water Bacteria Test Results, Sanitary Sewer Air Test and Televising Reports, and Material Certification Review Letters.**

b) Material Testing

- Coordinate material testing services with the Developer at the Site Pre-Construction Meeting.
- The Developer is responsible for hiring a material testing agency for the testing of any fills, backfill of trenches, and paving on-site. The testing agency generates reports and provides to SD for review and compliance.
- The testing agency also forwards the test reports within the footprint of the building to the City's Building Department.
- SD provides QA/QC material testing per the discretion of the Team Leader, Ted Meadows. SD utilizes the services of Testing Engineers & Consultants, Inc. (TEC) for any confirmation testing.
- **Deliverables: Material Testing Reports.**

c) Storm Water Facilities Inspections

- SD will confirm the proposed volumes of above ground or underground detention systems are met as well as verifying the contours and grades have been met per the approved plan. Once the system is approved, we provide the City with an approved Storm Water Detention System Inspection letter. Following this letter, SD schedules an additional inspection of the storm system

Exhibit A: SD Work Description, January 20, 2017



11 months after the initial approval. Upon this review and approval, we provide the City with the Storm Water Facilities System Inspection letter.

- **Deliverables: Storm Water Detention System Inspection Letter and Storm Water Facilities System Inspection letter.**

d) Record Drawing Preparation

- CAD Drawing for Black-Line Paper Drawings (Standard Record Drawings)

Field-measurements are performed for underground utilities including water main, storm sewer, and sanitary. Also included is pavement within the public right-of-way only. All measurements are referenced to the City of Novi vertical datum, which is the *North American Vertical Datum of 1988 (NAVD88)*. Measurements include pavement elevations, structure rim elevations, pipe invert elevations, length of pipe between structures, and pipe slope. Information is added to the engineering plans prepared by others, with the design information cross-out and the measured information added with the notation "A.B." to signify an as-built measurement. Plans are plotted in a .pdf or .tiff image format and provided to the City electronically.

For sites with a detention basin, field-measurements are obtained along the top and toe of slope, and detailed information is measured for the inlet and overflow structures. A digital terrain model and contours are produced for the basin. Using the field-measured data, the pond volume is computed and compared with the design criteria.

- CAD Drawing Used to Facilitate Conversion to GIS Data

In addition to the record drawings created from the engineering plans by others, we produce a separate drawing to facilitate transfer of the data directly into the City's GIS.

- **Deliverables: CAD Drawing for Black-Line Paper Drawings (Standard Record Drawings)**
- **CAD Drawing Used to Facilitate Conversion to GIS Data**

6) Occupancy Certificate Inspection for Projects with Outstanding Site Items / Occupancy Inspections and Financial Guarantee Adjustments

a) Occupancy Certificate Inspection for Projects with Outstanding Site Items

- Site evaluation walkthrough to determine scope of outstanding items (Site, ROW, Storm and SESC) and cost estimate to close out project.
- Provide punch list and cost estimate.
- Verification of punch list completion.
- Provide appropriate close out documentation.
- **Deliverables: Site Walkthrough Letter including Punch List, Cost Estimate and Inspection Fee, and Site Work Final Approval Letter.**

b) Occupancy Inspections and Financial Guarantee Adjustments

- SD will perform site inspections in the form of preliminary walkthroughs and site walkthroughs to assist the City of Novi when issuing a Temporary Certificate of Occupancy (TCO) and/or Certificate of Occupancy (C of O).
- Once the site utilities have been installed tested, accepted, and the road/parking lot stone base has been installed, a preliminary walkthrough of the project utilities is performed to ensure all of the utility structures up to this point have been installed satisfactorily and have no visible damage. This

Exhibit A: SD Work Description, January 20, 2017

inspection is focused primarily on the storm sewer structures in the curbs and pavement due to their consistency of being damaged after the stone base has been placed and during paving and curb placement. At this time SD ensures that these catch basins are located and centered per the approved plan and verifies that they are completely sealed inside and out. This preliminary walkthrough provides the City and SD with a documented baseline date when all utility structures were in an acceptable state.

- From this preliminary walkthrough a punch list is provided to the Developer for their distribution and coordination of corrections. The Developer contacts SD when the punch list corrections will commence, and SD inspects the corrections and documents the date(s).
- Upon completion of the base course of asphalt and once the developer provides a request for a TCO to the City's Community Development Department SD will perform a preliminary TCO walkthrough without the City. Upon successful completion of punch list from this walkthrough SD will schedule another walkthrough with the City's Staff, contractor and developer. Once all punch list items are complete and satisfactory, SD verifies the items and provides the City with an Acceptable-for-Service Declaration. The Acceptable-for-Service Declaration informs the City "that the site utilities and base course pavement for this project have been constructed in accordance with the approved construction plans." This document only recognizes that the site utilities and **base course asphalt** are satisfactory at this time. This follows the protocol for Chapter 26.5 of the Novi Code Ordinances which only allows the top course of asphalt to be bonded for a TCO; all other punch list items must be completed per the ordinance.
- In addition to the notification that the site is currently satisfactory, SD recommends to the City an applicable adjusted amount for the incomplete financial guarantee. The recommended financial guarantee amount is a current cost estimate for the remaining top course of asphalt to be placed and any possible asphalt road repairs. This amount is generally a reduction and incorporates the City multiplier of 1.5.
- Once the top course of asphalt and landscaping is placed, SD and the Developer perform the final walkthrough to review the site utilities, grading, and paving for conformance with the plans and City requirements. A punch list is then generated and given to the developer for satisfactory completion.
- SD to perform the Site Amenities Inspection prior to C of O. This inspection is a review and verification of site plan items.
- SD to witness that the storm sewer system has been cleaned and vacuumed to remove all sediment and debris. A disposal manifest is also required to ensure the waste is disposed of properly at a certified landfill.
- Once final punch list items are complete, the disposal manifest is provided, and the Site Amenities Inspection is approved, the site is recommended to the Engineering Division for acceptance. SD submits a Site Work Final Approval letter to the Engineering Division and recommends the Incomplete Site Work/Utilities Financial Guarantee be released.
- SD to review and approve the Acceptance Documents for private development projects.
- **Deliverables: Punch Lists, Acceptable-for-Service Declaration, Utility and/or Street Affidavit, and Site Work Final Approval Letter.**

7) Right-Of-Way (ROW) Inspections

- Complete ROW inspection via reports, standard City checklists, pictures of the current conditions, and ultimately a recommendation notice to the City and Developer of the rejection or acceptance of the Right-Of-Way.
 - **Deliverables: ROW Inspection Report with Pictures.**



Exhibit A: SD Work Description, January 20, 2017

8) Site Amenities Inspection

- Provide Site Amenities Inspection and documentation. This inspection is performed as a requirement for projects prior to the issue of a C of O.
- **Deliverables: Site Amenities Inspection Report.**

9) Maintenance and Guarantee Bond Inspection Protocol

- SD will track the two-year Maintenance and Guarantee Bond term and perform an inspection and report(s) to the City approximately 1 year and 9 months, depending on seasonal constraints, prior to the M & G Bond expiration.
- SD will issue an inspection report detailing conditions of relevant public utilities/roads with recommendations for correction if warranted.
- SD will schedule a final inspection to verify the work has been completed to the satisfaction of SD and appropriate City Staff. A final report will be issued documenting corrective action.
- If said corrective actions are not deemed sufficient during the final inspection, SD will await direction from City personnel on an acceptable way to proceed amenable to the Developer/Contractor team, City staff, and SD. In addition, SD may notify the Maintenance Bond Company of deficient item.
- **Deliverables: Punch Lists and Maintenance and Guarantee Bond Inspection Report.**

10) Court Testimony for Ordinance Enforcement

- SD to provide a registered Professional Engineer experienced with court proceedings to provide expert testimony on cases involving ordinance violations or otherwise.

11) Attend Public Meetings and Hearings

- SD professional staff will attend and host/hold necessary Public Informational Meetings and Public Comment Meetings and Hearings. Mr. Meadows will participate and manage construction related meetings, environmental, and plan review-related meetings.
- All public meeting agendas will be drafted and presented to City staff prior to the meetings to assure conformance with City goals. We will prepare meeting minutes and distribute to attendees as requested by the City.
- **Deliverables: Meeting Agendas and Meeting Minutes.**

12) Floodplain Responsibilities and Qualifications

- SD understands that floodplain review is currently performed by the City of Novi Community Development Department. If SD is asked to provide support to the City for floodplain reviews, we are prepared to respond the City's needs. We will assist City Staff in confirming compliance with the National Flood Insurance Program.
- **Deliverables: Floodplain Review Reports**

13) Private and Linear Projects without a Site Plan - Spot Inspections

- SD to provide inspection services and documentation for these new types of projects.
- **Deliverables: Technician Daily Reports and Pictures.**

14) Minor Design and Construction Projects, Studies, and Reviews

- SD when requested by the City will provide major and minor design services to the City for a full range of municipal needs.
- Mr. David Richmond, PE will coordinate these professional services, should the City of Novi request assistance.

Exhibit A: SD Work Description, January 20, 2017

- **Deliverables: Minor Design, Construction Projects, Studies Reviews and Reports.**

Additional services for January 20, 2017 through December 18th, 2017:

1. Acceptance Document Review

- SD will pick up, log in, review and distribute acceptance documents and review letters. SD reviews public utility easements and warranty deeds for public road rights-of-way, ingress/egress, drainage, grading, and sidewalk easements. We verify that the survey exhibits and legal descriptions match the City's approved development plans.
- SD also reviews storm water maintenance easement agreements for conformance to the City's Storm water Ordinance. This includes not only a review of the included survey exhibits, but also confirmation of the proposed maintenance items and frequency defined in the maintenance schedule.
- **Deliverables: Acceptance Document Review Letters**

2. Soil Erosion Plan Review

- In addition to soil erosion tasks mentioned above, SD will perform soil and sedimentation plan reviews. SD will pick up, log in and review proposed plans to conform with City ordinances, specifications, standards, and details.
- **Deliverables: Soil Erosion Plan Review Letters**

3. Right-Of-Way Permits and Inspections

- In addition to the right-of-way tasks mentioned above, SD will perform right-of-way permit plan reviews and inspections for residential, commercial and private utility improvements.
 - **Deliverables: ROW Inspection Report with Pictures**

4. Engineering Plan Review

- SD understands that Site Plan Review is currently performed by the City of Novi Engineering Division. If SD is asked to provide support to the City for site plan reviews, we are prepared to respond to the City's needs. We will assist City Staff in confirming compliance of proposed site plans with City ordinances, specifications, standards, and details.
- **Deliverables: Site Plan Review Letters**



Exhibit B

JANUARY 20, 2017 FEE DETERMINATION FORM

City of Novi, Michigan

<u>Description</u>	<u>Fee</u>	<u>Unit/Rate</u>
Land Improvement Review		
Residential (Plot Plans)		
Review	\$100	Lump Sum
Each review for Builder initiated change	\$100	Lump Sum
Initial inspection and one re-inspection	\$160/140	Lump Sum
Footing inspection and one re-inspection	\$160/135	Lump Sum
Any additional inspections	\$100	Lump Sum
Additional elevation inspection (after second)	\$100	Lump Sum
SFR Final grade inspections	\$200/195	Lump Sum
SFR Final grade additional re-inspections	\$135/130	Lump Sum
Sidewalk/Driveway Approach Inspections (Proposed ROW)	\$135/100	Lump Sum
Minor Land Improvement		
Review	\$75	Lump Sum
Inspection	\$75	Lump Sum
Construction Inspection (Fixed Fee % of Construction Cost to include initial Pre-construction, TCO preparation and Pre-paving On Site Pre-con meetings; Site ROW Inspections, Detention Basin and Site Amenities inspections, reporting and follow-up)		
(1) *Public Utilities/Roads (construction cost < \$50,000)	11.25/11.00%	Min. Fee \$1,250
(2) *Public Utilities/Roads (construction cost \$50,001 to \$100,000)	9.25/9.00%	Min. Fee \$5,625
(3) *Public Utilities/Roads (construction cost \$100,001 to \$300,000)	6.75/6.50%	Min. Fee \$8,790
(4) *Public Utilities/Roads (construction cost > \$300,001)	4.75/4.50%	Min. Fee \$19,230
(5) Private Improvement (spot) Inspection (includes Detention Basin Field Review and Report)	2.75/2.50%	Min. Fee \$300
(6) Additional out-of-scope Pre-Construction meetings (e.g., "Special", "Supplementary", "Grading", etc.)	\$400	Per Meeting
Acceptance Document Review (Includes Administration and Review)	\$95	Hourly
Record Drawing Preparation (As-built prepared by consultant) (Fixed Fee % of Construction Cost to include Maintenance Bond inspections)		
Public Utilities/Roads	2.7%	Min. Fee \$1,000

Fee Determination Continued

Description

	<u>Fee</u>	<u>Unit/Rate</u>
Soil Erosion and Sedimentation Control Inspections		
(As per the "Inspection Fee Escrow Determination" Form attached as Appendix A-1)		
(1) Site Plan, if disturbed area is less than 5 acres	\$125	Per Inspection
(2) Site Plan, if disturbed area is 5 acres through 15 acres	\$150	Per Inspection
(3) Site Plan, if disturbed area is greater than 15 acres	\$225	Per Inspection
(4) Review and inspection fees for Residential Land Improvements	\$135	Lump Sum
(5) Violation work involving inspection, report and follow-up	\$80/70	Hourly
(6) Citation work involving inspection report, follow-up, Ordinance Enforcement office meeting and court appearance	\$115	Hourly

* = fee to be based on sanitary sewer, storm sewer, water main and paving calculated separately. See example fee sheet in Appendix A-2 for clarification.

Court Testimony—Fee to be invoiced monthly for actual time expended \$160/145 Hourly

Minor Engineering (Design and Construction Inspection)

(1) Studies and reviews (e.g., culvert design)	\$95	Hourly
(2) Inspection (spot) for non-site planned or linear projects (e.g., Franchised Utility projects)	\$75	Hourly

Flood Plain Review (may include one (1) inspection for field Verification purposes) \$95 Hourly

Soil Erosion Plan Review

(Includes initial plan review and review of up to two revisions) Acreage (to the nearest acre) *\$40/acre (\$300 Minimum) + Each stream, wetland or watercourse crossing * \$100 each.

Right-Of-Way Permits and Inspections

(Includes Permit Review and one inspection)
Review and Inspections \$100 Lump Sum

Engineering Plan Review (Includes Administration and Review) \$90 Hourly

Fee Determination Continued

I hereby certify that the information provided above is correct to best of my ability and will remain valid for a period of One Hundred and Twenty (120) days from the date of receipt by the City of Novi.

This revised Fee Determination Sheet is effective immediately and is good through December 18th, 2017 (as agreed upon).

Spalding DeDecker
Firm Name

Philip A. Pasa Jr.
Authorized Representative- Printed Name


Authorized Representative- Signature

1/31/17
Date of Signature

City of Novi
Municipality

Authorized City Representative- Printed Name

Authorized City Representative- Signature

Date of Signature