

cityofnovi.org

## CITY of NOVI CITY COUNCIL

Agenda Item C  
September 16, 2013

**SUBJECT:** Approval of the recommendation from the Consultant Review Committee to award a three-year Environmental Services Consulting Services Contract to ECT, Environmental Consulting and Technology (with the option for two additional one-year renewals), and for the adoption of revised fee schedule, effective November 18, 2013.

**SUBMITTING DEPARTMENT:** Community Development Department - Planning

**CITY MANAGER APPROVAL:**

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### BACKGROUND INFORMATION:

A Request for Proposals (RFP) was recently issued to seek the services of an independent firm to provide environmental consulting services for woodlands and wetlands. The Environmental Consultant will provide woodlands and wetlands evaluation and advisement services to the City Council, Planning Commission, the Community Development Department and the Department of Public Services. Storm Water Permit compliance services are also included in the RFP.

The scope of work for the consultant includes reviewing wetland and woodland plans, preparing reports and inspections; conducting field inspections and verifications; reviewing conservation easements and legal documents; preparing woodland and wetland permits, and acting as a resource to the Plan Review Center for coordination of phone calls, staff meetings and attendance at meetings. Additionally, the Environmental Consultant reviews plot plans for single family residential for woodlands and wetlands; assists with enforcement of woodland and wetland violations; and assists with Storm Water Permit Compliance. For this contract, the Consultant will also be asked to provide assistance, as needed, for Landscape Plan Reviews and landscape inspections, provide periodic educational sessions for the Planning Commission, and keep staff abreast of any new legislation that is pending regarding environmental issues of interest to the City.

Four firms submitted proposals which were reviewed by staff for five quality-based factors:

- *Background of the Firm,*
- *Understanding of the Requirements,*
- *Related Experience,*
- *Evaluation of Assigned Personnel, and*
- *Analysis of Subjective Statements.*

The staff team included members from Community Development, Finance and the Department of Public Services. Representatives included David Beschke, Kristen Kapelanski, Adam Wayne and Barbara McBeth. Sue Morianti provided assistance throughout the process and with the final staff reviews and discussion.

Based on the results of the staff evaluations under the quality-based approach, two firms were selected for opening of the bids: ECT, Environmental Consulting and Technology and URS.

ECT, Environmental Consulting and Technology scored the highest, based on their extensive experience with wetland and woodland delineation, assessment and inspection services. The qualifications of the personnel at ECT include: 3 Certified Arborists, a Certified Ecologist, a professional Civil Engineer, two Registered Landscape Architects, GIS Specialist and a Certified Storm Water Manager.

ECT has assisted Novi as a consultant since 2002 with wetland reviews, and since 2006 with woodland reviews, and is very familiar with the procedures, ordinances and requirements. Staff has been pleased with the level of service provided, and notes that ECT is willing to adjust timeframes and to the special requests of staff, as determined necessary.

Environmental fees have not increased for the reviews, inspections and hourly rates for three years. Due to the number and complexity of services required of the environmental consultant a "fill-able fee template" was included with the RFP, which includes the current fees for various services. Bids of the top two firms were opened for review and the bids were evaluated by the staff team. The fees for ECT showed some increases, while the submitted fees from URS matched the current fee structure.

While most of ECT's fees for service remained the same, the proposed fee schedule included increases of \$50 to \$100 for several categories (please see attached memo for additional details). Staff contacted staff representatives from ECT for clarification of the some of the details provided, and inquired about a few of the proposed fee increases and two new fees. Following that discussion, ECT submitted a revised fee proposal which eliminates the two new pass-through fees (Stamping Set Review fee), and provided a reduction in two others (review of wetland monitoring reports. Woodland final site plan review).

The Consultant Review Committee (Members Staudt, Wrobel and Casey) met on August 26 to review the proposals, firm qualifications and fee proposals. The Committee noted that fees for Environmental Consultant services have not increased in three years and clarified that staff is satisfied with the working relationship and timeliness of work from ECT. Based on the discussion, the Committee unanimously voted in favor of recommending to the City Council that the Environmental Services contract be offered to ECT.

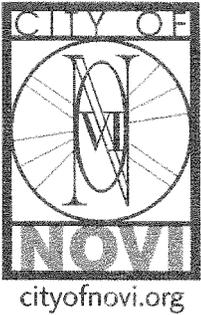
If approved by the City Council, the attached contract would be effective within 60 days and run for a period of three years, with the option for two additional one-year renewals at the end of that timeframe.

**RECOMMENDED ACTION:** Approval of the recommendation from the Consultant Review Committee to award a three-year Environmental Services Consulting Services Contract to ECT, Environmental Consulting and Technology (with the option for two additional one-year renewals), and for the adoption of revised fee schedule, effective November 18, 2013.

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

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

**CONSULTANT REVIEW COMMITTEE**  
**AUGUST 26, 2013 DRAFT MINUTES**



# CITY COUNCIL

CITY OF NOVI  
Consultant Review Committee Meeting  
**Monday, August 26, 2013 at 6:00 p.m.**  
Council Conference Room | Novi Civic Center | 45175 W. Ten Mile Road

Meeting called to order at 6:09 p.m.

**COUNCIL MEMBERS PRESENT:** Council Members Casey, Staudt, Wrobel

**OTHERS PRESENT:** Victor Cardenas, Assistant City Manager  
Barb McBeth, Deputy Director of Community Development  
John McCarter, Graduate Management Analyst

## APPROVAL OF AGENDA

**Moved by Casey, supported by Wrobel; CARRIED UNANIMOUSLY: To approve the agenda as presented.**

## APPROVAL OF MINUTES

**Moved by Wrobel, supported by Casey; CARRIED UNANIMOUSLY: To approve the December 4, 2012 meeting minutes as presented.**

## PURPOSE OF THE MEETING

### 1. Discussion of environmental consulting services for woodlands and wetlands.

Mr. Victor Cardenas explained that the current contract with the City's environmental consultant was close to expiring causing the drafting and advertising a request for proposals.

Ms. Barb McBeth elaborated on the responsibilities of the environmental consultant including but not limited to reviewing wetland and woodland plans, preparing reports and inspections; conducting field inspections and verifications; reviewing conservation easements and legal documents; preparing woodland and wetland permits. The City advertised the request for proposals and received four (4) responses. A City staff team was created to evaluate the merits of the four proposals resulting in two firms rising to the top, ECT, the City's current consultant, and URS, one of the City's preferred Engineering Consultants and construction management firms. After identifying the top two firms the, separately sealed, fee schedules were opened. Ms. McBeth further explained the merits of the top two firms:

ECT, Environmental Consulting and Technology scored the highest among the 4 proposals, based on their extensive experience with wetland and woodland delineation, assessment and inspection services. The qualifications of the personnel at ECT include: 3 Certified

Arborists, a Certified Ecologist, a professional Civil Engineer, two Registered Landscape Architects, GIS Specialist and a Certified Storm Water Manager.

ECT has assisted Novi as a consultant since 2002 with wetland reviews, and since 2006 with woodland reviews, and is very familiar with the procedures, ordinances and requirements. Staff has been pleased with the level of service for woodland and wetland reviews, and notes that ECT is willing to adjust timeframes and special requests of staff as determined necessary.

ECT proposes to increase some of their fees around \$50 to \$ 100 per service, while to adding some new fees.

Initially, ECT proposed new fees of \$200 for two additional services – stamping set fees for both woodlands and wetlands reviews. In the past these services had been assumed to be covered by other review fees, and considered a continuation of those reviews. Staff met with ECT and indicated staff cannot support the request for new fee, as it would be unique to the process and it cannot be justified. Staff offered to continue to work to coordinate schedules to make Stamping Set review as convenient as feasible for the consultants. ECT has now removed the request for these additional fees.

ECT initially proposed an increase in the Wetland Monitoring Review from \$450 to \$1000. Staff met with ECT and discussed this significant increase. Staff learned that ECT does spend more than four hours on each review, including field work, review of the applicant's report, preparation of a new report and typically significant coordination with both City Staff and the applicant's consultant to insure that wetland mitigation is successfully establishing itself following the initial removal of wetlands under a permit. ECT reviewed this fee again, and is now requesting an increase from \$450 to \$750.

URS was the second-highest ranking firm and has offices in Grand Rapids and Southfield. They currently are one of the City's three preferred engineering firms in addition to handling some construction management. URS does not appear to have a certified landscape architect, or an arborist on staff, and the response to the RFP did not indicate site plan review experience for these areas. They also did not outline a plan for woodland reviews.

Mayor Pro-tem Staudt asked if URS handled the conservation easement for the Village Oaks wetland project, and mitigation area.

Ms. McBeth was not aware which engineering firm assisted with that work.

Mayor Pro-tem Staudt said after hearing the break down on both firms he is satisfied with proceeding with ECT.

## **Discussion**

Councilmember Wrobel asked how often do we use ECT, the environmental consultant? Ms. McBeth confirmed that over the last few years, the city has used ECT primarily for wetland site plan reviews and inspections. Increasingly, the city relies on the consultant for single family plot plans along with annual storm-water permit compliance.

Councilmember Wrobel asked if the City had any problems with ECT, the current provider. Ms. McBeth explained that the environmental consultants attend bi-weekly meetings, they are good with their communications, quite responsive and always good with providing representation at various meetings. The City staff has no major issues with the current provider.

Councilmember Casey asked if ECT's presented pricing compared to previous listed fees? Ms. McBeth elaborated that a handful of the new fees are about 8-10% more than what was charged in the previous contract set three years ago. Councilmember Casey asked how they compared to URS? Ms. McBeth explained that URS simply listed the current fee structure that is in place and was advertised in the proposal.

Mayor Pro-tem Staudt asked about additional fees associated with the contract. Ms. McBeth explained that additional fees must be paid when the City requests the provider to attend additional meetings outside the normal required meetings, and for the storm water permit compliance.

Mayor Pro-tem Staudt asked about the monitoring period for conservation sites around the City. Ms. McBeth explained that each wetland mitigation site typically has a 5-year monitoring period.

**Moved by Wrobel, supported by Casey; CARRIED UNANIMOUSLY: To recommend to the City Council the award of a three year contract, with two, one-year optional renewals, to ECT, Environmental Consulting and Technology.**

**AUDIENCE COMMENTS – None**

**Moved by Casey, supported by Wrobel; CARRIED UNANIMOUSLY: To adjourn the meeting at 6:31 p.m.**

**PROPOSED CONSULTANT SERVICES CONTRACT**

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS CONTRACT FOR PROFESSIONAL SERVICES** ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Environmental Consulting & Technology, Inc., whose address is 2200 Commonwealth Blvd., Suite 300, Ann Arbor, MI 48105, (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 Schedule A (Fees and Scope of Work) and Schedule B (Insurance Requirements), 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 November 18, 2013 and end on November 18, 2016. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract. 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 Schedule 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 Schedule A includes 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 Schedule A, unless specifically identified in Schedule 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 Schedule A; 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 either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30<sup>th</sup> 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 Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted 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 on Schedule B, 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 attached Schedule B. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

**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 City, 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 City, other consultants and/or other public sources.

**Article IX:        **General Provisions.****

- A. Entire Agreement. This instrument, together with the attached Schedules, 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 City should the work be accepted and implemented by the City) 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: Charles C. Wolf, P.E., Vice President of ECT, Environmental Consulting and Technology

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 Schedules, 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.

**WITNESS/DATES OF SIGNATURE:**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**City of Novi ("Client"):**

By: \_\_\_\_\_

Robert J. Gatt, Its Mayor

By: \_\_\_\_\_

Maryanne Cornelius, Its Clerk

**WITNESS:**

**Environmental Consulting & Technology ("Consultant"):**

By: \_\_\_\_\_

Charles C. Wolf, Its Vice President

Date: \_\_\_\_\_

**SCHEDULE A  
FEES  
SCOPE OF WORK**

## **SCHEDULE A**

### **SCOPE OF WORK**

#### **Wetlands**

1. Prepare wetland plan reviews, reports and inspections for commercial, industrial, and residential site developments for Preliminary Site Plan, Final Site Plan and Stamping Set Plan Review.
2. Conduct wetland field verifications for wetland boundaries, and make determinations (essential, non-essential).
3. Review conservation easements and legal documents for approval.
4. Act as a resource to the Plan Review Center: phone calls, staff meetings, attendance at Planning Commission and City Council meetings.
5. Prepare and issue City wetland permits including providing financial guarantee requirements per ordinance.
6. Coordinate wetland permits with Michigan Department of Environmental Quality (MDEQ).
7. Review Wetland Monitoring Reports.
8. Answer questions regarding the Wetland Protection Ordinance from the public and developers, as directed and coordinated by the City of Novi.
9. Conduct Wetland Protection Ordinance violation investigations and prepare reports.
10. Analyze proposed wetland mitigation proposals.
11. Attend Environmental Pre-Construction and Full Pre-Construction Meetings.
12. Conduct wetland silt fence inspection(s), and various other inspections throughout construction.

#### **Woodlands**

##### **Site Plan Review Related Duties**

13. Prepare woodland plan reviews, reports and inspections for commercial, industrial, and residential site developments for Preliminary Site Plan, Final Site Plan and Stamping Set Plan Review.
14. Conduct woodland field verifications for woodland boundaries, quality, species.
15. Review conservation easements and legal document for approval.
16. Act as a resource to the Plan Review Center: phone calls, Staff meetings, attendance at Planning Commission and City Council meetings.
17. Issue Woodland Permits, including providing financial guarantee requirements per ordinance.

18. Answer questions regarding the Woodland Ordinance from the public and developers, as directed and coordinated by the City of Novi.
19. Conduct Woodland Ordinance violation investigations and prepare reports.
20. Attend Environmental Pre-Construction and Full Pre-Construction Meetings.
21. Conduct Woodland Protection Fence Inspection, Woodland Replacement Installation Inspections, and various other inspections throughout construction.

Single Family Residential Plot Plan Review (Woodlands and Wetlands)

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

**Woodland and Wetland Violation Enforcement Duties**

27. Address residential or commercial inquiries.
28. Conduct site inspections to verify woodland or wetland impacts; Make determination of violation and restitution in report; Conduct site inspection to verify restitution/ replacement; Address follow-up communication if in non-compliance.

**Storm Water Permit Compliance**

The Environmental Consultant shall also provide the following services related to the City of Novi's MS4 (Municipalities with Separate Storm Sewer Systems) General Storm Water Permit:

29. Coordination with the City on the Sub-Watershed Advisory Group/Alliance of Rouge Communities (SWAG/ARC). This may include representation at meetings (2 meetings per year expected), answering questions on behalf of the City and other general assistance.
30. Collect all pertinent data and prepare the City of Novi Annual Report to the MDEQ in support of the City's NPDES (National Pollutant Discharge Elimination System) Permit. Report on Storm Water Pollution Prevention Initiative (SWPPI), Illicit Discharge Elimination Program (IDEP), and Public Education Program (PEP) activities (September 1 through August 30). The consultant shall prepare the annual report, send it to the City for review and comment, and submit the report on behalf of the City to MDRNE no later than November 1 of each year.

**General Duties**

31. 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.

32. 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.
33. Consultant shall coordinate with all other disciplines (e.g., Planners, Landscape Architect, City Arborists, City Attorneys, Ordinance Officers and soil erosion, etc.).
34. Consultant must be able to provide court testimony for ordinance enforcement, litigation, etc.
35. Consultant 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.
36. Consultant may be asked to attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.

#### **Landscape Plan Review and Inspection**

37. As needed, Consultant shall provide Landscape Plan Review Services to be completed in the same timeframe as Woodland or Wetland Plan Reviews
38. As needed, Consultant shall provide Landscape Inspection services, as requested by the Community Development Department.

#### **Educational Sessions**

39. During the term of the contract, Consultant shall prepare and deliver two presentations to the Planning Commission, City Council and/or Zoning Board of Appeals at no additional cost to the City. Presentations shall be on topics of interest to the City, such as standards used for environmental plan review, environmental regulations, inspection and enforcement practices, or other topics as mutually agreeable.

#### **Legislative Updates**

40. Consultant shall proactively provide updates to City Staff regarding pending legislation and/or new laws related to environmental enforcement or regulation as those changes relate to the City of Novi. This service shall be provided at no additional cost to the City.



9/9/2013

## City of Novi Community Development Environmental Consultant Fees

**MULTIPLE FAMILY, SINGLE FAMILY, COMMERCIAL, INDUSTRIAL AND OFFICE**

**Concept Plan (Special Developments, Planned Rezoning, etc.)**

Discipline	Proposed Fee Initial Concept	
	Base < 2 ac	Base + \$/acre over 2
Wetland Evaluation	500	500      40
Woodland Evaluation	400	400      40

**Preliminary Site Plan**

Discipline	Proposed Fee Initial Preliminary Review or				Proposed Fee Revised Preliminary Review			
	Base < 2 ac	Base + \$/acre over 2	Base + \$/acre over 5	Base + \$/acre over 5	Base < 2 ac	Base + \$/acre over 2	Base + \$/acre over 2	Base + \$/acre over 5
Wetland Boundary	500	500    40	500    40	500    40	500	500    40	500    40	500    40
Wetland Setback	650	650    0	650    0	650    0	500	500    0	500    0	500    0
Wetlands Minor Use	650	650    0	650    0	650    0	500	500    0	500    0	500    0
Wetlands Non-Minor	1,000	1000   200	1600   75	1600   75	500	500    0	800    0	800    0
Woodlands	1,000	1,000   200	1,600   75	1,600   75	600	600    100	1,100   70	1,100   70

**Final Site Plan**

Discipline	Proposed Fee Initial Final Review				Proposed Fee Revised Final Review			
	Base < 2 ac	Base + \$/acre over 2	Base + \$/acre over 5	Base + \$/acre over 5	Base < 2 ac	Base + \$/acre over 2	Base + \$/acre over 2	Base + \$/acre over 5
Wetland Boundary	500	500    40	500    40	500    40	500	500    40	500    40	500    40
Wetland Setback	600	600    0	600    0	600    0	500	500    0	500    0	500    0
Wetlands Minor Use	600	600    0	600    0	600    0	500	500    0	500    0	500    0
Wetlands Non-Minor	650	650   100	950    40	950    40	500	500    0	800    0	800    0
Woodlands	650	650    50	800    40	800    40	500	500    50	650    30	650    30



# City of Novi

## Community Development Environmental Consultant Fees

**SUBDIVISION REVIEW**  
**Tentative Preliminary Plat**

Discipline	Proposed Initial TPP Review					Proposed Revised TPP Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	600	600	0	600	0	500	500	0	500	0
Wetlands Minor Use	600	600	0	600	0	500	500	0	500	0
Wetlands Non-Minor	1,000	1,000	200	1,600	75	500	500	0	800	0
Woodlands	800	800	100	1,100	70	800	800	100	1,100	70

**Final Preliminary Plat**

Discipline	Proposed Initial FPP Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	250	250	0	250	0
Wetlands Minor Use	250	250	0	250	0
Wetlands Non-Minor	250	250	100	400	40
Woodlands	300	300	0	300	0

**Subdivision Engineering**

Discipline	Proposed Initial Engineering Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	500	500	0	500	0
Wetlands Minor Use	500	500	0	500	0
Wetlands Non-Minor	500	500	100	800	40
Woodlands	400	400	100	700	70

**Final Plat**

Discipline	Proposed Initial Final Plat Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	250	250	0	250	0
Wetlands Minor Use	250	250	0	250	0
Wetlands Non-Minor	250	250	100	400	40
Woodlands	No Fee				



# City of Novi

## Community Development

### Environmental Consultant Fees

#### OTHER REVIEW FEES

Additional Environmental Consultant Services				
Proposed Wetland Permit Fees				
Permit Preparation Fees \$300	Pre-Con Attendance \$400	Silt Fence Staking Insp. \$350	Silt Fence Installation Insp. \$300	Construction Observation \$300
TCO Inspection \$300	C of O Inspection \$400	Mitigation Grade Insp. \$400 + \$40/acre over 2	Additional Grade Insp. \$200	Mitigation Planting Insp. \$350
As-built Mitigation Plan Review \$300	Annual Monitoring Review \$750	Financial Guarantee: 150% of material		
Woodland Permit Fees				
Permit Preparation Fees \$300				
Inspection Escrow: 6% of material	Inspection Fees: Hourly	Financial Guarantee: 150% of material	2-year Guarantee: 25% of material, minimum \$1000	
Single Family Residential Plot Plan Reviews				
Wetland Review (Includes 1 revision), Inspection \$300		Additional Wetland Reviews \$100		Additional Wetland Inspections \$100
Outlying Area's Wetland Delineation Flagging \$300 + \$40/acre over 2			Outlying Area's Wetland Delineation Flagging and Report \$700 + \$40/acre over 2	
Woodland Review (Includes 1 revision), Inspection \$300		Additional Woodland Reviews \$100		Additional Woodland Inspections \$100
Hourly Rates				
Woodland and Wetland Consulting: \$95/hour.				

Storm Water Permit Compliance	
	Proposed Fees
Sub-Watershed Advisory Group/Alliance of Rouge Communities	\$1,600
Submission of Annual Report to MDEQ	\$3,500
Other Fees and Notes	

**THIS PROPOSAL SUBMITTED BY:**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

AGENTS NAME: (Please print) \_\_\_\_\_

AGENTS TITLE: (Please print) \_\_\_\_\_

AGENTS SIGNATURE: \_\_\_\_\_

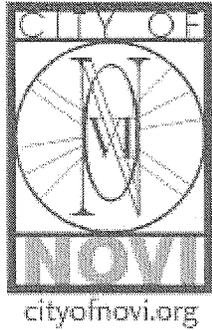
TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMO FOR REVIEW  
CONSULTANT REVIEW COMMITTEE**

# MEMORANDUM



TO: Victor Cardenas, Assistant City Manager  
FROM: Barbara McBeth, AICP, Community Development  
SUBJECT: Environmental Services Contract  
DATE: August 21, 2013

A Request for Proposals (RFP) was recently issued to seek the services of an independent firm to provide environmental consulting services for woodlands and wetlands. The Environmental Consultant will provide woodlands and wetlands evaluation and advisement services to the City Council, Planning Commission, the Community Development Department and the Department of Public Services. Storm Water Permit compliance services are also included in the RFP.

The scope of work for the consultant includes reviewing wetland and woodland plans, preparing reports and inspections; conducting field inspections and verifications; reviewing conservation easements and legal documents; preparing woodland and wetland permits, and acting as a resource to the Plan Review Center for coordination of phone calls, staff meetings and attendance at meetings. Additionally, the Environmental Consultant reviews plot plans for single family residential for woodlands and wetlands; assists with enforcement of woodland and wetland violations; and assists with Storm Water Permit Compliance.

Four firms submitted proposals and were reviewed by a staff team for five quality-based factors: Background of the Firm, Understanding of the Requirements, Related Experience, Evaluation of Assigned Personnel, and Analysis of Subjective Statements. The staff team included members from Community Development, Finance and the Department of Public Services. Representatives included David Beschke, Kristen Kapelanski, Adam Wayne and Barbara McBeth. Sue Morianti provided assistance throughout the process and with the final staff reviews and discussion.

Based on the results of the staff evaluations, two firms were selected for opening of the fee proposals, based on the high scores in the QBS approach:

	<b>Davey Resource Group</b>	<b>ECT</b>	<b>Natural Community Svcs</b>	<b>URS</b>
Evaluator 1	300	360	135	205
Evaluator 2	225	385	100	290
Evaluator 3	100	360	230	310
Evaluator 4	110	390	220	280
<b>TOTAL</b>	<b>735</b>	<b>1495</b>	<b>685</b>	<b>1085</b>

### Summary of Rating Results:

**ECT, Environmental Consulting and Technology** scored the highest among the 4 proposals, based on their extensive experience with wetland and woodland delineation, assessment and inspection services. The qualifications of the personnel at ECT include: 3 Certified Arborists, a Certified Ecologist, a professional Civil Engineer, two Registered Landscape Architects, GIS Specialist and a Certified Storm Water Manager.

ECT has assisted Novi as a consultant since 2002 with wetland reviews, and since 2006 with woodland reviews, and is very familiar with the procedures, ordinances and requirements. Staff has been pleased with the level of service for woodland and wetland reviews, and notes that ECT is willing to adjust timeframes and special requests of staff as determined necessary. Fees have not increased for the reviews, inspections and hourly rates for three years. Due to the number and complexity of services required of the environmental consultant a "fill-able fee template" was included with the RFP, which includes the current fees for various services.

Most of the fees for service remained the same, but ECT's proposed fee schedule includes increases of \$50 to \$100 for several categories (please see attached marked-up proposed fee schedule, numbers reference highlighted fees):

- 1) Wetland and Woodland evaluations for a Concept Plan (such as with a PRO submittal or RUD plan) are proposed to increase by \$100 (from \$400 to \$500 for wetland evaluation and from \$300 to \$400 for woodland evaluation). ECT is also asking to clarify that the initial evaluation of a site for either woodlands or wetlands be based on the size of the entire site – not the estimated size of the wetland or woodland area, since this field work requires walking the total site to verify the presence or absence of natural features.
- 2) Fees are proposed to increase by \$100 for Woodland Preliminary Site Plan Review (from \$900 to \$1000). The fee per acre from 2-5 acres of woodland area being evaluated would increase from \$100/acre to \$200/acre. Once the woodland exceeds 5 acres, the review fee would drop to \$75 per acre.
- 3) Fees for Final Site Plan Review are proposed to increase \$50 for Wetlands (Non-Minor) Review and for Woodlands Review (from \$600 to \$650).
- 4) Several inspection fees are proposed to increase by \$100: Permit Preparation fee, Pre-Con attendance fee, Wetland and Woodland Review for Residential plot plans. The C of O inspection fee is proposed to increase from \$350 to \$400. The Wetland Monitoring Review Fee is proposed to increase from \$450 to \$750.
- 5) Woodland and Wetland consulting hourly rate is proposed to increase from \$90 to \$95 per hour. This fee is typically charged for meeting attendance requested by the City and is the only direct cost to the City (others are pass-through fees to the applicants for services requested as a part of plan review of development).
- 6) ECT is also requesting a \$300 Woodland Permit Preparation Fee, similar to the fee charged to prepare the Wetland Permit.
- 7) ECT seeks to clarify that attendance at the Pre-Construction meeting will be compensated for projects that have woodland impacts only (similar to projects that have a wetland impacts only). ECT has indicated that if both woodlands and wetlands are impacted as a part of site development, only one fee would be requested for attendance at the Pre-Construction meeting.

Initially, ECT proposed new fees for two additional services. In the past these services had been assumed to be covered by other review fees, and considered a continuation of those reviews:

- \$200 Stamping Set Fee for Woodland Review
- \$200 Stamping Set Fee for Wetland Review

Staff met with ECT and indicated staff cannot support the request for new fee, as it would be unique to the process and it cannot be justified. Staff offered to continue to work to coordinate schedules to make Stamping Set review as convenient as feasible for the consultants. ECT has now removed the request for these additional fees.

ECT initially proposed an increase in the Wetland Monitoring Review from \$450 to \$1000. Staff met with ECT and discussed this significant increase. Staff learned that ECT does spend more than four hours on each review, including field work, review of the applicant's report, preparation of a new report and typically significant coordination with both City Staff and the applicant's consultant to insure that wetland mitigation is successfully establishing itself following the initial removal of wetlands under a permit. ECT reviewed this fee again, and is now requesting an increase from \$450 to \$750.

A revised proposal letter from ECT dated August 20<sup>th</sup> and revised fee schedule is attached to this memo.

**URS** was the second highest ranking firm. The firm has offices in Southfield and Grand Rapids, but is one of the largest environmental, water resource, architectural, engineering, transportation, and program and construction management companies in the world. Staff notes familiarity with URS, as this firm is currently one of our pre-qualified engineering consulting firms for the City's construction projections. URS has primarily assisted the City with road projects in the past. The fees for service would remain as currently provided. Staff noted a couple of concerns with the proposal:

- The RFP did not highlight woodland evaluation services, relevant projects or woodland evaluation experience, which was a major concern of staff, as this is a significant part of the work that the Environmental Consultant provides to the City. Staff notes that ECT has two Certified Arborists to assist the City in the review and administration of the Woodland Protection Ordinance.
- Most of the experience cited in the URS proposal was work that firm has done on public projects (ex. river dam project, habitat restoration project, bridge replacement, flood control study), but not on reviews of site plans for private development applications. Again, plan review and inspection during construction is a significant part of the work of the Environmental Consultant.

For those reasons, **staff is recommending offering the contract to ECT, Environmental Consulting and Technology** for a three-year contract, with two additional one-year options at the end of that timeframe.

C Charles Boulard, Community Development Director



Environmental Consulting & Technology, Inc.

August 20, 2013

Barbara McBeth  
Deputy Director Community Development  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

Re: Revision to Proposed Fees for Services  
Environmental Consultant Services for Woodlands & Wetlands

Dear Ms. McBeth:

Thank you for taking the time to meet with us today in order to discuss some of our questions/concerns regarding the *2013 Request for Proposals for Environmental Consultant Services for Woodlands and Wetlands* and the associated *Environmental Consultant Fees*.

As a result of our discussion, I wanted to provide you with a copy of our Revised Environmental Consultant Fees (see attached).

Specifically, the following revisions have been made to our original proposed fees:

- Woodland – Final Site Plan Review – Proposed review fee shall be:
  - \$650 (< 2 acres of woodland);
  - \$650 + \$50/acre over 2 acres of woodland;
  - \$800 + \$40/acre over 5 acres of woodland;
- Proposed Wetland Permit Fees – Proposed Annual Monitoring Review Fee shall be \$750 (this provides for the spring hydrology as well as mid-summer vegetative inspections, and review of the Applicant's annual mitigation monitoring report, as discussed in our meeting).

Several fees were previously included in addition to those fees listed on the *Environmental Consultant Fees Table*. It should be noted that ECT no longer proposes the following fees:

1. For all Final Stamping Sets, ECT requests a \$200 Wetland Final Stamping Set Review Fee.
2. For all Final Stamping Sets, ECT requests a \$200 Woodland Final Stamping Set Review Fee.

2200 Commonwealth  
Blvd., Suite 300  
Ann Arbor, MI  
48105

(734)  
769-3004

FAX (734)  
769-3164

Finally, we would like to clarify the following note from our original proposal:

All "Base + Fees" for wetlands & woodlands shall be based on Total Parcel/Project Acreage.

ECT requests that for all site evaluations/inspections that are not specifically associated with Preliminary or Final Site Plan Reviews (i.e., Concept Plans/Wetland Evaluation/Woodland Evaluation), the associated fees to be collected shall be based on a total project/site acreage rather than on an estimated acreage of either Regulated Wetland or Regulated Woodland located on the project site.

For all Site Plan Review Fees (Preliminary and Final Site Plans), the associated Plan Review Fees shall be based on estimated acreage of Regulated Wetland or Regulated Woodland areas located on the project site (as opposed to total project/site acreage).

If you have any questions regarding these rates or would like any additional information, please contact me at (734) 769-3004. We look forward to the possibility of continuing to provide the City with Environmental Consultation Services.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.



Peter F. Hill, P.E.  
Senior Associate Engineer

Cc: Charles Boulard, City of Novi, Community Development Director  
(cboulard@cityofnovi.org)  
Matt Carmer, ECT, Inc. (mcarmer@ectinc.com)

Attachment: City of Novi Community Development, Proposed Environmental Consultant Fees Schedule – REVISED (V.1)