



CITY OF NOVI CITY COUNCIL
DECEMBER 7, 2020

SUBJECT: Consideration of the recommendation from the Consultant Review Committee to award a three-year Environmental Services Consulting Services Contract to Mannik & Smith Group/Davey Resource Group (with the option for two additional one-year renewals), effective within 30 days of Council's approval, and for the adoption of the revised fee schedule, subject to final approval of the form and terms of the contract by the City Manager and City Attorney.

SUBMITTING DEPARTMENT: Community Development Department, Planning

BACKGROUND INFORMATION: A Request for Proposals (RFP) was 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 which were reviewed by staff for five quality-based factors:

- *Ability to Perform,*
- *Understanding of the Requirements,*
- *Related Experience,*
- *Evaluation of Assigned Personnel, and*
- *Conflicts of Interest.*

The staff team selected to complete the reviews of the responses, included members from Community Development, Finance, and the Department of Public Services. Representatives included Rick Meader, Lindsay Bell, Christian Carroll, Keith Salowich, and

Barbara McBeth. Tracey Marzonie 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 Mannik & Smith Group/ Davey Resource Group (DRG).

ECT, Environmental Consulting and Technology scored the highest, based on their extensive experience with wetland and woodland delineation, assessment and inspection services. 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. Unfortunately, staff learned late in the process that the key personnel identified in the response to the RFP will no longer be employed at ECT, and on November 24th, ECT formally withdrew their proposal.

Mannik & Smith, and Davey Resource Group (DRG) received the second-highest ranking in the quality-based review. Even though there are two separate firms represented in this proposal, the two firms said that they have worked together successfully on various projects over the past few years. Mannik & Smith has offices in Canton where the project manager is located, and some of the other team members are located in other SE Michigan locations and in Ohio. DRG has staff working out of the Hazel Park facility.

City staff interviewed key representatives of the team, and learned the following:

- The project manager, Craig Willey will coordinate the work of the woodland and wetland reviewers and inspectors. He is a Senior Environmental Scientist with 16 years of experience with Mannik & Smith.
- Emily Hanson with DRG is ISA qualified for woodlands and would be the staff lead for woodlands reviews and inspections.
- John Kushner is the Director of Natural Resources and senior ecologist. He works out of the Ohio office of Mannik & Smith.
- Dr. John Freeland has worked with Mannik & Smith for two years, but has had many years of prior experience as a wetland scientist, working under contract with ECT for the City of Novi for approximately 8 years before he moved on to another position. John works out of southeast Michigan.

Mannik & Smith has not been an engineering consultant to the City of Novi in the past, but had represented private clients for engineering services. DRG has worked with the City of Novi in the past, completing the Street Tree Inventory that is used by the City Forester.

Environmental fees have not increased for the reviews, inspections and hourly rates for five 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.

Mannik & Smith's proposed fee schedule, which is attached and will be made part of the contract, includes increases from \$50 to \$100 for several services, generally representing an increase of about ten percent over the current fee schedule. Other fees have

increased by a larger percentage, while a few fees are proposed to be reduced. Many of the costs are pass-through costs from the developer to the consultant, with a 15% administrative fee customarily attached to each of those fees, with the City paying for the costs for the consultants to attend meetings or for activities requested outside of the specified activities.

After the initial review, staff has had several subsequent conversations with Mannik & Smith representatives for the purpose of expanding on the expectations and requirements of the City by the consultant providing these services, including the required site visits, meetings and timeliness of review letters. The representatives have indicated that they are prepared to move forward with the contract, and are happy to review the additional documents and resources provided by the staff. The team is committed to the terms of the contract and have said that they are looking forward to working with the City of Novi.

The Consultant Review Committee (Members Staudt, Casey, and Fischer) met on September 21st and on November 30th to review the qualifications of the top two firms and fee proposals. The Committee noted that fees for Environmental Consultant services have not increased in five years and requested further information from staff regarding fees charged by other local communities for similar services which were shared. As noted, just prior to the second meeting of the Committee, ECT withdrew their proposal, and staff recommended consideration of the second-highest-ranking firm Mannik & Smith/DRG. Based on the discussion, the Committee unanimously voted in favor of recommending to the City Council that the Environmental Services contract be offered to Mannik and Smith/DRG.

If approved by the City Council, the attached contract would be effective within 30 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 Mannik & Smith Group/Davey Resource Group (with the option for two additional one-year renewals), effective within 30 days of the date of Council's approval, and for the adoption of the revised fee schedule, subject to final approval of the form and terms of the contract by the City Manager and City Attorney.

CONSULTANT REVIEW COMMITTEE

MINUTES

September 21, 2020

November 30, 2020 (DRAFT)



CITY OF NOVI
Consultant Review Committee Meeting
Monday, September 21, 2020 6:30 p.m.
Remote Meeting | (248) 347-0445

Mayor Pro Tem Staudt called the meeting to order at 6:30 p.m.

MEMBERS PRESENT: Mayor Pro Tem Staudt, Council Members Casey, Fischer

OTHERS PRESENT:

Pete Auger, City Manager
Victor Cardenas, Assistant City Manager
Mike Csapo, RRRASOC General Manager
Jeff Herczeg, Director of Public Works
Barb McBeth, City Planner
Pete Hill, P.E., ETC Senior Associate Engineer
Alice Bailey, P.E., ETC Staff Engineer

APPROVAL OF AGENDA

Moved by Member Fischer, supported by Member Casey. Carried unanimously: to approve the agenda as presented

APPROVAL OF MINUTES

Moved by Member Fischer, supported by Member Casey. Carried unanimously: to approve the minutes as presented

PURPOSE OF THE MEETING

1. Environmental Consultant

City Planner Barb McBeth informed the committee of four bids received for Environmental Consultant services for the City's Woodlands and Wetlands. The top two bids were selected by a team of City staff members. Those selected included the current contract holder Environmental Consulting & Technology (ETC) as well as a combined bid from Mannik & Smith Group and Davey Resource group. All parties were interviewed by City staff and the recommendation to proceed with contract service by ETC was made to the committee. After discussion from the committee and commentary from ETC staff, the committee moved to table this item; requesting staff bring back additional fee comparison information for the committee to review. Member Fischer's motion to table was supported by Member Casey and carried unanimously.

2. Solid Waste Contract Expiration (June 2021)

Assistant City Manager Victor Cardenas introduced the issue of upcoming contract renewal with Waste Management for waste hauling services. Director Herczeg and RRRASOC's Mike Csapo responded to questions and comments during the committee's discussion of renewal. The committee recommended staff meet with Waste management and return to the committee for direction before the renewal.

AUDIENCE COMMENTS

No comments were submitted or shared by the public during this meeting.

ADJOURNMENT

The meeting was adjourned at 7:43 p.m. Moved by Member Fischer, supported by Member Casey. Carried unanimously: to adjourn the meeting.



CITY OF NOVI
Consultant Review Committee Meeting
Monday, November 30, 2020 7:00 p.m.
Remote Meeting | (248) 347-0445

Mayor Pro Tem Staudt called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: Mayor Pro Tem Staudt, Council Members Casey, Fischer

OTHERS PRESENT:

Pete Auger, City Manager
Victor Cardenas, Assistant City Manager
Jeff Herczeg, Director of Public Works
Barb McBeth, City Planner
Jeff Muck, Director of PRCS
Brian Conway, Waste Management

APPROVAL OF AGENDA

Moved by Member Casey, supported by Member Fischer. Carried Unanimously: to approve the agenda as presented.

APPROVAL OF MINUTES

Moved by Member Fischer, supported by Member Casey. Carried unanimously: to approve the minutes as presented

PURPOSE OF THE MEETING

1. Waste Management Contract Extension Negotiations

Assistant City Manager Cardenas opened the conversation with a review of negotiations to date. Waste Management's Brian Conway followed by highlighting the factors impacting the proposed rate increase and presenting new, lower increases. Members Fischer and Casey were pleased by these efforts to further negotiate, but agreed the proposed increases were still too high to present to residents at this time. Mayor Pro Tem Staudt closed the discussion in solidarity with Members Fischer and Casey, sharing that the committee would likely recommend that City Council go out to bid for this service.

It is important note the committee's discussion of a nine-week lead time on the bidding process to ensure the proper delivery and distribution of carts. City Manager

Auger and the committee discussed the timeline for the committee's process and recommendation to City Council. Mayor Pro Tem Staudt highlighted the importance of getting the remaining City Council members, not included on the committee, up to date with Waste Management's current proposal before moving forward. The committee agreed to provide a meeting synopsis in the upcoming Thursday packet. City Manager Auger shared the need to post at least eighteen hours in advance of a public meeting and the committee agree to post on Friday December 4, 2020 to hold a meeting Monday December 7, 2020 before the City Council meeting.

2. Environmental Consultant Fee Schedule

City Planner McBeth opened the conversation with a review of what has been presented to the committee on this topic to date. Per a request by the committee at the previous meeting, a summary of environmental consultant fees for neighboring communities was provided in the meeting materials. At the request of Mayor Pro Tem Staudt, City Planner McBeth gave the committee a verbal summary of the materials to highlight important points for further discussion. City Planner McBeth concluded that Novi is currently within range of peer communities. Mayor Pro Tem Staudt opened the floor to the committee for discussion. City Planner McBeth updated the committee that the previously recommended and current contract holder lost two key employees. Due to this transition, they will no longer be able to honor the proposal presented to the committee. Staff recommended the second-choice firm of Mannik & Smith Group in collaboration with Davey Resource Group.

City Planner McBeth and the committee discussed concerns about Mannik & Smith Group/Davey Resource Group not being as familiar with the scope of work compared to the previous contract holder of more than twenty years. Member Fischer moved to recommend Mannik & Smith Group/Davey Resource Group to City Council. The motion was seconded by Member Casey. Mayor Pro Tem Staudt amended the motion to clarify that this be placed on the Matters for Council Action agenda and it was carried unanimously.

3. KMG Prestige Contract Expiration (2021)

Director Muck introduced KMG Prestige and the managing contractor for the Meadowbrook Commons facility and shared that they have successfully held contract since 2006. City staff expressed that there are absolutely no issues with the current quality of service and today's committee appearance was to provide the committee and opportunity for questions or comments before City staff move forward in the bidding process. Mayor Pro Tem Staudt inquired as to why the current provider was the only bidder in the last cycle. Director Muck shared that there are not many companies in this industry nor many companies with the resources of KMG Prestige. Mayor Pro Tem Staudt inquired about wish list items or improvements to the contract in the upcoming bid. Director Muck shared that the current contractor has continuously exceeded expectations and City Staff does not have additional items for the new contract. The committee members expressed approval with the quality of work by the current contractor and agreed that KMG Prestige will not need to be

interviewed by the committee before the next contract award process begins.

AUDIENCE COMMENTS

No comments were submitted or shared by the public during this meeting.

ADJOURNMENT

The meeting was adjourned at 8:01 p.m. Moved by Member Fischer, supported by Member Casey. Carried unanimously: to adjourn the meeting.

DRAFT

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 **Mannik & Smith Group, Inc./Davey Resource Group**, whose address is 2365 Haggerty Road South, Canton, MI 48188, (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 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 December 14, 2020 and end on December 14, 2023. 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 fourteen (14) 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 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full

compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.

- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

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

subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, 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 A. 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. 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.
- F. 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 Peter E. Auger and City Clerk Cortney Hanson

Consultant:

G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

H. 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.

I. 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.

J. 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:

City of Novi ("Client"):

By: _____

Robert J. Gatt, Its Mayor

Date: _____

By: _____

Date: Cortney Hanson, Its Clerk

WITNESS:

("Consultant"):

By: _____

_____, Its _____

Date: _____

SCOPE OF WORK

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, and 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.
22. May occasionally provide other environmental or landscaping plan review or inspection services.

Single Family Residential Plot Plan Review (Woodlands and Wetlands)

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

Woodland and Wetland Violation Enforcement Duties

28. Address residential or commercial Inquiries.
29. 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 noncompliance.

Storm Water Permit Compliance

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

30. 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.
31. Collect all pertinent data and prepare the City of Novi Annual Report to the MDNRE 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 MDEQ no later than November 1 of each year.

**INSURANCE REQUIREMENTS AND
HOLD HARMLESS/INDEMNITY**



ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Requirements

The Contractor will not commence work, nor will the City of Novi sign a contract, until Contractor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. **Coverage:** The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident, **\$500,000** disease policy limit, and **\$100,000** disease each employee. (These are minimum limits.)
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One 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 **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - d. The Contractor shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) on a per claim/aggregate.
2. **Deductibles:** The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. Insured: All policies shall name the Contractor as the insured.
4. Cancellation Notice: All policies shall be include the following language: "Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate".
5. Additional Insured: All policies include the following language "The City of Novi, its officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured." Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

The coverage provided shall be primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

The Commercial General Liability Policy shall include contractual liability coverage for the Indemnity/Hold Harmless obligation assumed in the Contract.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor'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.

B. Hold harmless/Indemnity

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - a. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - b. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - c. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor 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 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

FEES



City of Novi

Community Development Environmental Consultant Fees

6/26/2020

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	600	600	55								
Woodland Evaluation	350	350	75								
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 < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5			
Wetland Boundary	550	550	50	1000	550	550	50	550	50		
Wetland Setback	715	715	0	715	550	550	0	550	0		
Wetlands Minor Use	715	715	0	715	550	550	0	550	0		
Wetlands Non-Minor	1,100	1100	230	1760	550	550	0	880	0		
Woodlands	1,000	1,000	250	1,600	450	450	100	750	100		
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 < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5			
Wetland Boundary	550	550	50	550	550	550	50	550	50		
Wetland Setback	660	660	0	660	550	550	0	550	0		
Wetlands Minor Use	660	660	0	660	550	550	0	550	0		
Wetlands Non-Minor	715	715	110	1100	550	550	0	880	0		
Woodlands	550	550	75	750	300	300	100	450	100		

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	660	660	0	660	0	550	550	0	550	0
Wetlands Minor Use	660	660	0	660	0	550	550	0	550	0
Wetlands Non-Minor	1,100	1,100	220	1,760	85	550	550	0	550	0
Woodlands	900	900	110	1,200	100	650	650	100	950	100

Final Preliminary Plat

Discipline	Proposed Initial FPP Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	275	275	0	275	0
Wetlands Minor Use	275	275	0	275	0
Wetlands Non-Minor	275	275	110	440	40
Woodlands	350	350	100	550	100

Subdivision Engineering

Discipline	Proposed Initial Engineering Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	550	550	0	550	0
Wetlands Minor Use	550	550	0	550	0
Wetlands Non-Minor	550	440	110	880	50
Woodlands	450	450	100	750	100

Final Plat

Discipline	Proposed Initial Final Plat Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	275	275	0	275	0
Wetlands Minor Use	275	275	0	275	0
Wetlands Non-Minor	275	275	110	440	50
Woodlands	No Fee				

OTHER REVIEW FEES				
Additional Environmental Consultant Services				
Proposed Wetland Permit Fees				
Permit Preparation Fees \$400	Pre-Con Attendance \$450	Silt Fence Staking Insp. \$375	Silt Fence Installation Insp. \$350	Construction Observation \$350
TCO Inspection \$400	C of O Inspection \$450	Mitigation Grade Insp. \$450 + \$50/acre over 2	Additional Grade Insp. \$250	Mitigation Planting Insp. \$350
As-built Mitigation Plan Review \$400	Annual Monitoring Review \$800	Financial Guarantee: 150% of material		
Woodland Permit Fees				
Permit Preparation Fees	Inspection : 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 \$350	Additional Wetland Reviews \$125		Additional Wetland Inspections	
Outlying Area's Wetland Delineation Flagging \$350 +\$50/acre over 2	Outlying Area's Wetland Delineation Flagging and Report \$800 + \$50/acre over 2			
Woodland Review (Includes 1 revision), Inspection \$350	Additional Woodland Reviews \$125		Additional Woodland Inspections \$125	
Hourly Rates				
Woodland and Wetland Consulting: \$115/hour.				

Storm Water Permit Compliance		
	Proposed Fees	
Sub-Watershed Advisory Group/Alliance of Rouge Communities	\$2,200	
Submission of Annual Report to MDEQ	\$3,500	
Other Fees and Notes		
Woodland Permit Preparation Fees \$450 (Cell above protected)		

THIS PROPOSAL SUBMITTED BY:

COMPANY NAME: The Mannik & Smith Group, Inc.

ADDRESS:

CITY, STATE, ZIP CODE:

AGENT'S NAME:

AGENT'S TITLE:

AGENT'S SIGNATURE:

TELEPHONE:

FAX:

DATE:

CONSULTANT REVIEW COMMITTEE MEMO

NOVEMBER 20, 2020

MEMORANDUM



TO: Victor Cardenas, Assistant City Manager

FROM: Barbara McBeth, AICP, Community Development

SUBJECT: Environmental Services Contract

DATE: November 20, 2020

Following the Consultant Review Committee's meeting held in September, staff prepared additional information related to the Environmental Services Consultant as discussed and requested at that meeting. Several attachments are included.

Summary of fees from other communities

First, a review and brief summary of fees for services related to Woodland and Wetland site plan review, inspections and determinations from some comparable local communities. A summary table is also attached to show a comparison of some of the comparable services those communities provide. Staff notes that many of those community's fees for services fall into the same range as Novi's fees, although we do note that Novi's fee schedule and services provided are more extensive and complex than many of our peer communities, which relate back to the complexity of our ordinances and the corresponding thoroughness of the inspection services.

Mannik and Smith Group/Davey Resource Group Proposed Fee Schedule

Also attached is the proposed fee schedule for staff's second-highest rated team, Mannik and Smith Group/ Davey Resource Group. As noted at the previous meeting, a number of Mannik and Smith's fees are proposed to increase from the current fee schedule, while a few are proposed to be reduced and some would remain the same. Below is a summary of some of those fees.

Mannik and Smith's proposed fee schedule includes increases from -\$50 to \$100 for several fee for service categories, with one fee increasing \$600 (from \$1600 to \$2200) for the occasional request for assistance with the Rouge Sub-Watershed Advisory Group.

- 1) Wetland and Woodland evaluations for a Concept Plan (such as with a PRO submittal or RUD plan) are proposed to increase by \$100 for Wetland Evaluations (from \$500 to \$600), and with an increased cost per acre from \$40 per acre to \$55 per acre. Woodland Evaluations are proposed to decrease from \$400 to \$350, but with an increased cost from \$40 per acre to \$75 per acre.
- 2) Fees for Preliminary Site Plan review for projects with a Wetland setback or Wetland Minor Use, would increase \$65 from \$650 to \$715. Fees for the Wetlands Non-Minor (larger wetland areas) would increase by \$100 (from \$1000 to \$1100) with an increase on the per-acre charge from \$200 to \$300. The flat fee for Woodlands review at the time of Preliminary Site Plan is proposed to remain the same at \$1000, but the fee per acre would increase from \$200 to \$250 per acre in the "Base plus acres over 2" category.

- 3) Fees for Final Site Plan review for Wetland Setback or Wetland Minor Use plans are proposed to increase \$60 (from \$600 to \$660), but for the larger wetland plan reviews and woodland plan reviews the fees are proposed to increase \$75 to \$150 dollars per service, with a corresponding increase of \$10 per acre over 5 from \$40 per acre to \$50 per acre.
- 4) Several inspection fees are proposed to increase by \$50 to \$100 each, such as TCO inspection increasing from \$300 to \$400, and attendance at the Pre-construction meeting increasing from \$400 to \$450.
- 5) Single Family Plot Plan reviews are proposed to increase by \$50 (from \$300 to \$350).
- 6) Woodland and Wetland consulting hourly rate is proposed to increase from \$95 to \$115 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).
- 7) A Woodland Permit Preparation Fee is proposed at \$450, an increase of \$150 over the similar fee charged to prepare the Wetland Permit, which \$300.

Previous Consultant Review Committee Packet

Finally, the September 17, 2020 memo and attachments are included again for reference.

Feel free to reach out to me if there are any questions.

Summary of other Communities
Fees for Woodland and Wetland Services
Summary Table attached

West Bloomfield

Woodland Determination:

\$1,200 – Acreage Parcels
\$500 – Platted Single Family Lots

Wetland Determination, Wetland Determination Verification:

\$1,200 – Acreage Parcels
\$350 – Platted Single Family Lots

Woodland Overlay District Permit:

Single Family Properties, Essential Services, and Subdivision Associations \$500 (\$300 fee + \$200 escrow)

After the Fact Permit: Single Family Properties, Essential Services, and Subdivision Associations \$800 (\$600 fee + \$200 escrow)

Acreage Developments (Commercial, New Plats, Condos, etc.) \$2,250 (\$750 fee + \$1,500 escrow)

After the Fact Permit: Acreage Developments (Commercial, New Plats, Condos, etc.) \$2,750 (\$1,250 fee + \$1,500 escrow)

Wetland Permit, Environmental Features Setback Permit:

Administrative Permits - \$255 (\$225 fee + \$30 escrow)

Single Family Properties, Essential Services, and Subdivision Associations - \$500 (\$300 fee + \$200 escrow)

After the Fact Permit: Single Family Properties, Essential Services, and Subdivision Associations - \$800 (\$600 fee + \$200 escrow)

Acreage Developments (Commercial, New Plats, Condos, etc.) - \$2,250 (\$750 fee + \$1,500 escrow)

After the Fact Permit: Acreage Developments (Commercial, New Plats, Condos, etc.) - \$2,750 (\$1,250 fee + \$1,500 escrow)

Note: The funds deposited in the escrow account are used to cover the costs connected with the application including consultant fees, issuance of the permit and monitoring. Depending on the number of meetings and the scope and complexity of the project, the escrow deposit may be exceeded. Applicants are responsible for any consulting fees over and above the initial escrow account balance, regardless of the outcome of the permit application.

Pittsfield Township

WETLAND REVIEW/PERMIT FEES

Non-refundable Administrative Fee:	\$700.00
Refundable Deposit for Costs:	
Less than one acre	\$500.00*
Over one acre and less than 10 acres acre*	\$500.00 + \$100.00/ac. over 1
Over 10 acres acres*	\$1,400.00 + \$50.00/acre over 10

WETLAND MONITORING FEES

Non-refundable Administrative Fee	\$500.00
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Refundable Deposit for Costs \$2,000 per acre of disturbed wetland

Escrow Requirements (* and **)

*The deposit shall be due when the application is submitted. The Township will charge all review and inspection expenses to this deposit, including but not limited to planning, engineering, legal and environmental assessment services.

The escrow account shall maintain a balance of not less than 30% of the original [opening] balance. If the Township determines that the account will require an additional deposit/s, the amount will be one-half (1/2) of the original escrow amount to remain active.

Any remaining funds in the escrow account will be released when the project is complete (all permanent measures are installed and functioning, temporary measures are removed, and final inspections have been approved).

Auburn Hills

Woodlands Consultant

Part One

Site Plan Review

0.0 – 9.9 Acres	\$ 808.00
10.0 – 14.9 Acres	\$ 1,077.00
15.0 – 24.9 Acres	\$ 1,615.00
25.0 + Acres	\$ 2,154.00

Part Two

Field Inspection

\$108.00 plus 1.00 per regulated tree up to 1,000 trees plus 0.50 per regulated tree above 1,000 trees

White Lake township

Wetland Verification and reports (flagged 2-5 acres of wetland)	\$350
Each additional acre over 5 acres of wetland	\$50
Preliminary wetland impact review or Final/Construction plan	\$750
Site Plan Final Construction plan wetland impact review/permit issuance	\$750

Ann Arbor

Wetland Use Permit \$725 - \$1000 (depending on Planning Commission or Council approval)

Southfield

Wetland Review Fees for Site Plan

Administrative Review \$750 (\$175 permit; \$575 escrow)

City Council Review \$1,575 (\$575 permit; \$1,000 escrow)

Summary of Fees for Comparable Local Communities

	Woodland Determination	Wetland Determination	Woodland Site Plan (commercial)	Wetland Site Plan (commercial)
Novi	\$400 + \$40/acre >2	\$500 + \$40/acre >2	\$1000-\$1600 + \$75/acre > 5	\$650-\$1600 + \$75/acre > 5
West Bloomfield	\$500 (platted lots) -\$1200 commercial)	\$250 (platted lots) - \$1200 commercial	\$2250-\$2750 Commercial	\$2250-\$2750
Pittsfield Township	Not provided	Not provided	Not provided	\$500-\$1400 + \$50/acre (> 10 ac) \$2000 Escrow taken, refundable for costs, additional escrow may be required
Auburn Hills	Woodland inspection : \$108.00 + 1.00 /tree up to 1,000 trees	Not provided	\$808-\$2154 (> 25 acres)	Not provided
White Lake Twp	Not provided	\$350 + \$50 / acre > 5 acres	Not provided	\$750
Ann Arbor	Not provided	Not provided	Not provided	\$725-\$1000
Southfield	Not provided	Not provided	Not provided	\$750-\$1575

General notes to table:

Administrative fees not added

Summary of key services only, not all communities require the same services

Some communities collect a refundable escrow if all of the funds are not needed for each service



City of Novi Community Development Environmental Consultant Fees

6/26/2020

MULTIPLE FAMILY, SINGLE FAMILY, COMMERCIAL, INDUSTRIAL AND OFFICE

Concept Plan (Special Developments, Planned Rezonings, etc.)						
Discipline	Proposed Fee Initial Concept			Current Fee Initial Concept Review		
	Base < 2 ac	Base + \$/acre over 2		Base < 2 ac	Base + \$/acre over 2	
Wetland Evaluation	600	600	55	\$500		\$40
Woodland Evaluation	350	350	75	400	400	40

Preliminary Site Plan																				
Discipline	Proposed Fee Initial Preliminary Review or					Current Fee Initial Preliminary Review					Proposed Fee Revised Preliminary Review				Current Revised Preliminary Review					
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Boundary	550	550	50	1000	50	500	500	40	500	40	550	550	50	550	50	500	500	40	500	40
Wetland Setback	715	715	0	715	0	650	650	0	600	0	550	550	0	550	0	500	500	0	500	0
Wetlands Minor Use	715	715	0	715	0	650	650	0	650	0	550	550	0	550	0	500	500	0	500	0
Wetlands Non-Minor	1,100	1100	230	1760	80	1,000	1,000	200	1,600	75	550	550	0	880	0	500	500	0	800	0
Woodlands	1,000	1,000	250	1,600	100	1,000	1,000	200	1,600	75	450	450	100	750	100	600	600	100	1,100	70

Final Site Plan																				
Discipline	Proposed Fee Initial Final Review					Current Fee Initial Final Review					Proposed Fee Revised Final Review				Current Fee Revised Final Review					
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Boundary	550	550	50	550	50	500	500	40	500	40	550	550	50	550	50	500	500	40	500	40
Wetland Setback	660	660	0	660	0	600	600	0	600	0	550	550	0	550	0	500	500	0	500	0
Wetlands Minor Use	660	660	0	660	0	600	600	0	600	0	550	550	0	550	0	500	500	0	500	0
Wetlands Non-Minor	715	715	110	1100	50	650	650	100	950	40	550	550	0	880	0	500	500	0	800	0
Woodlands	550	550	75	750	75	650	650	50	800	40	300	300	100	450	100	500	500	50	650	30



City of Novi

Community Development

Environmental Consultant Fees

SUBDIVISION REVIEW

Tentative Preliminary Plat

Discipline	Proposed Initial TPP Review					Current Initial TPP Review					Proposed Revised TPP Review					Current 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		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	660	660	0	660	0	600	600	0	600	0	550	550	0	550	0	500	500	0	500	0
Wetlands Minor Use	660	660	0	660	0	600	600	0	600	0	550	550	0	550	0	500	500	0	500	0
Wetlands Non-Minor	1,100	1,100	220	1,760	85	1,000	1,000	200	1,600	75	550	550	0	550	0	500	500	0	800	0
Woodlands	900	900	110	1,200	100	800	800	100	1,100	70	650	650	100	950	100	800	800	100	1,100	70

Final Preliminary Plat

Discipline	Proposed Initial FPP Review					Current Initial FPP 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	275	275	0	275	0	250	250	0	250	0
Wetlands Minor Use	275	275	0	275	0	250	250	0	250	0
Wetlands Non-Minor	275	275	110	440	40	250	250	100	400	40
Woodlands	350	350	100	550	100	300	300	0	300	0

Subdivision Engineering

Discipline	Proposed Initial Engineering Review					Current Initial Engineering 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	550	550	0	550	0	500	500	0	500	0
Wetlands Minor Use	550	550	0	550	0	500	500	0	500	0
Wetlands Non-Minor	550	440	110	880	50	500	500	100	800	40
Woodlands	450	450	100	750	100	400	400	100	700	70

Final Plat

Discipline	Proposed Initial Final Plat Review					Current Initial Final Plat 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	275	275	0	275	0	250	250	0	250	0
Wetlands Minor Use	275	275	0	275	0	250	250	0	250	0
Wetlands Non-Minor	275	275	110	440	50	250	250	100	400	40
Woodlands	No Fee					No Fee				



City of Novi Community Development Environmental Consultant Fees

OTHER REVIEW FEES

Additional Environmental Consultant Services				
Current 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 Inpsection \$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 : 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.				
Proposed Wetland Permit Fees				
Permit Preparation Fees \$400	Pre-Con Attendance \$450	Silt Fence Staking Insp. \$375	Silt Fence Installation Insp. \$350	Construction Observation \$350
TCO Inpsection \$400	C of O Inspection \$450	Mitigation Grade Insp. \$450 + \$50/acre over 2	Additional Grade Insp. \$250	Mitigation Planting Insp. \$350
As-built Mitigation Plan Review \$400	Annual Monitoring Review \$800	Financial Guarantee: 150% of material		
Woodland Permit Fees				
Permit Preparation Fees	Inspection : 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 \$350		Additional Wetland Reviews \$125		Additional Wetland Inspections \$125
Outlying Area's Wetland Delineation Flagging \$350 + \$50/acre over 2		Outlying Area's Wetland Delineation Flagging and Report \$800 + \$50/acre over 2		
Woodland Review (Includes 1 revision), Inspection \$350		Additional Woodland Reviews \$125		Additional Woodland Inspections \$125
Hourly Rates				
Woodland and Wetland Consulting: \$115/hour.				
Storm Water Permit Compliance				
	Proposed Fees	Budgeted Amount prior years		
Sub-Watershed Advisory Group/Alliance of Rouge Communities	\$2,200	\$	1,600.00	
Submission of Annual Report to MDEQ	\$3,500	\$	3,500.00	
Other Fees and Notes				



City of Novi Community Development Environmental Consultant Fees

Woodland Permit Preparation Fees \$450 (Cell above protected)

THIS PROPOSAL SUBMITTED BY:

COMPANY NAME: The Mannik & Smith Group, Inc.

ADDRESS: 2365 Haggerty Road South, Suite 100

CITY, STATE, ZIP CODE: Canton, MI 48188

AGENTS NAME: (Please print) Walter Bolt, CPG

AGENTS TITLE: (Please print) Senior Vice President

AGENTS SIGNATURE: _____

TELEPHONE: (734) 397-3100

FAX: (734) 397-3131

DATE: 29-Jul-20