



cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item C**  
**July 12, 2010**

**SUBJECT:** Approval of recommendation from Consultant Review Committee to award a contract for Environmental Services to ECT, Environmental Consulting Technology, for a two-year term and one-year renewal option, and adoption of associated fees and charges, effective August 16, 2010.

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

*Barb*

**CITY MANAGER APPROVAL:**

**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 provides 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 were 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 woodlands and wetlands issues; assists with enforcement of woodland and wetland violations; and assists with Storm Water Permit Compliance.

Five 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, Aaron Staup and Barbara McBeth. Sue Morianti provided assistance throughout the process. 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>ECT</b>	<b>Niswander</b>	Giffels Webster	Land Planning	Nowak & Fraus
Evaluator 1	500	315	260	265	160
Evaluator 2	500	375	180	300	145
Evaluator 3	430	355	385	135	195
Evaluator 4	435	465	300	125	175
<b>TOTAL</b>	<b>1865</b>	<b>1510</b>	<b>1125</b>	<b>825</b>	<b>675</b>

Summary of Rating Results:

ECT, Environmental Consulting and Technology scored the highest among the 5 proposals, based on their extensive experience with wetland and woodland delineation, assessment and inspection services. The qualifications of the personnel at ECT is outstanding: two PhD and PWS (Professional Wetland Scientist) professionals on staff to provide expertise in the soil sciences and wetland evaluation and recommendations, a Certified Arborist (to assist with the woodland evaluation, permitting, restoration and endangered species surveys), a Registered Landscape Architect, a Certified Storm Water Manager, and Professional Engineers.

ECT has assisted Novi as a consultant since 2002 with wetland reviews and since 2006 with woodland reviews, and is very familiar with Novi's procedures, ordinances and requirements. Generally, 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 included the current fees for various services.

The Consultant Review Committee met on May 17, 2010 and reviewed the information and recommendations provided by staff. This information included the fee schedule presented by ECT, which included pass-through fee increases of \$50 to \$100 for several categories. The Consultant Review Committee requested staff to meet with ECT to clarify the need for certain fee increases.

Staff met with ECT and subsequently presented the findings of that meeting at the June 7, 2010 Consultant Review Committee meeting. The Consultant Review Committee was pleased with the balancing of fee increases against the fees remaining the same, and voted unanimously to recommend to the full City Council to offer the contract to ECT, Environmental Consulting and Technology for a two-year contract, with an additional one-year option at the end of that timeframe.

**RECOMMENDED ACTION:** Approval of recommendation from Consultant Review Committee to award a contract for Environmental Services to ECT, Environmental Consulting Technology, for a two-year term and one-year renewal option, and adoption of associated fees and charges effective August 16, 2010.

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

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

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT FOR PROFESSIONAL SERVICES** (“Contract”), dated July 14, 2010, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as “Client”), and **ECT, 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 Exhibits A (Fees) and B (Scope of Work), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

**Article II. Timing of Performance.**

Performance of this Contract shall commence on August 16, 2010 upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of this Agreement, including Exhibits A (Fees) and B (Scope of Work). The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client’s authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

**Article III. Contract Price and Payment.**

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

ENVIRONMENTAL (WOODLANDS/WETLANDS)  
CONSULTING SERVICES

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

**Article IV: Termination.**

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by 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 Exhibit B in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Exhibit B, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or 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 the Request for Proposals dated April 2010, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the Request for Proposals dated April 2010.

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

ENVIRONMENTAL (WOODLANDS/WETLANDS)  
CONSULTING SERVICES

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: Vice President Charles C. Wolf, Environmental Consulting & Technology, Inc.

- 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:**

\_\_\_\_\_

\_\_\_\_\_

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

By: \_\_\_\_\_  
\_\_\_\_\_, Its Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, Its Clerk

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**("Consultant"):**

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

ENVIRONMENTAL (WOODLANDS/WETLANDS)  
CONSULTING SERVICES

**EXHIBIT A**

**FEEES**

See attached Fee Schedule





## City of Novi Community Development Environmental Consultant Fees

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

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

Discipline	Initial Concept		
	Base < 2 ac	Base + \$/acre over 2	
Wetland Evaluation	400	400	40
Woodland Evaluation	300	300	40

#### Preliminary Site Plan

Discipline	Initial Preliminary Review					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 Setback	650	650	0	600	0	500	500	0	500	0
Wetlands Minor Use	650	650	0	650	0	500	500	0	500	0
Wetlands Non-Minor	1,000	1,000	200	1,600	75	500	500	0	800	0
Woodlands	900	900	100	1,100	70	600	600	100	1,100	70

#### Final Site Plan

Discipline	Initial Final Review					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 Setback	600	600	0	550	0	500	500	0	500	0
Wetlands Minor Use	600	600	0	550	0	500	500	0	500	0
Wetlands Non-Minor	600	600	100	800	40	500	500	0	800	0
Woodlands	600	600	50	650	30	500	500	50	650	30



# City of Novi

## Community Development Environmental Consultant Fees

### SUBDIVISION REVIEW

#### Tentative Preliminary Plat

Discipline	Initial TPP Review					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	1100	70

#### Final Preliminary Plat

Discipline	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	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	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

Wetland Permit Fees				
Permit Preparation Fees \$200	Pre-Con Attendance \$300	Silt Fence Staking Insp. \$350	Silt Fence Installation Insp. \$300	Construction Observation \$300
TCO Inspection \$300	C of O Inspection \$350	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 \$450	Financial Guarantee: 150% of material	
Woodland Permit Fees				
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 \$200		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 \$200		Additional Woodland Reviews \$100	Additional Woodland Inspections \$100	
Hourly Rates				
Woodland and Wetland Consulting: \$ 90 /hour				
Storm Water Permit Compliance				
	Proposed Fees	Budgeted Amount (2009/2010)		
Sub-Watershed Advisory Group/Alliance of Rouge Communities	\$1600 (per year)	\$	1,600.00	
Submission of Annual Report to MDNRE	\$3500 (per year)	\$	3,500.00	
Other Fees and Notes				
1.) If contested NPDES Permit case is settled within the contractual period, ECT will require a \$4000 fee to revised the City's SWPPI to meet the new Permit Requirements.				

**EXHIBIT B**

**SCOPE OF WORK**

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

**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 Natural Resources and the Environment (MDNRE).
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.

ENVIRONMENTAL (WOODLANDS/WETLANDS)  
CONSULTING SERVICES

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 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, 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 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). 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.

ENVIRONMENTAL (WOODLANDS/WETLANDS)  
CONSULTING SERVICES

[insert current insurance schedule]