

CITY of NOVI CITY COUNCIL

Agenda Item F
July 23, 2012

SUBJECT: Approval to grant an additional one-year extension to the environmental consulting services contract to ECT, Environmental Consulting & Technology, Inc. to provide services ending August 16, 2013.

SUBMITTING DEPARTMENT: Community Development Department - Planning *Barb*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The City uses outside professional services for environmental concerns related to site plan review, professional expertise at meetings, and inspections. Currently ECT, Environmental Consulting & Technology, Inc. is providing both woodland and wetland services under a contract approved in 2010. City Council's initial approval covered a two-year period, with an additional one-year extension to the contract anticipated with the initial approval.

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

ECT has expressed an interest in extending the existing contract with the City of Novi through August 16, 2013. ECT is not requesting any modifications to the terms of the contract or fee structure at this time.

Attached is a May 24, 2012 letter from Mr. Charles C. Wolf, Vice President of ECT, expressing an interest in continuing the contract with the City for another year.

RECOMMENDED ACTION:

Approval to grant an additional one-year extension to the environmental consulting services contract to ECT, Environmental Consulting & Technology, Inc. to provide services ending August 16, 2013.

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

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

I, MARYANNE CORNELIUS, the duly-qualified Clerk of the City of Novi, Oakland County, Michigan, do hereby certify that the foregoing is an a true and complete copy of a Resolution adopted by the City Council of the City of Novi, at a duly-called meeting held on July 23, 2012, a copy of which is on file in my office.

MARYANNE CORNELIUS
Clerk, City of Novi

**MAY 24, 2012
LETTER FROM ECT
TO EXTEND CONTRACT**



Environmental Consulting & Technology, Inc.

May 24 2012

Mr. Clay Pearson
City Manager
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

Re: 2012-2013 Extension to Contract for Environmental Consulting Services

Dear Mr. Pearson:

We have enjoyed working with the City of Novi and believe that the environmental consulting services provided have been of high quality and a benefit to the residents and businesses of Novi. We would like the opportunity to exercise the optional one-year renewal associated with our current Contract for Environmental Consulting Services, dated July 14, 2010.

It is our understanding that our current 2-year service contract with the City of Novi will expire on August 16th, 2012. Please consider this letter our request to exercise the optional 1-year renewal through August 16th, 2013. Fees and billing rates will remain unchanged from those in the existing contract.

Thank you for considering our request to renew our contract with the City of Novi. We appreciate the confidence you have placed in our company and look forward to continuing our relationship with you.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

Charles C. Wolf (Curt), P.E.
Vice President

cc: Victor Cardenas, Assistant City Manager, City of Novi (vcardenas@cityofnovi.org)
Barb McBeth, Deputy Director of Community Development, City of Novi
(bmcbeth@cityofnovi.org)
Don Tilton, Ph.D., Vice President, ECT, Inc. (dtilton@ectinc.com)
Peter Hill, P.E., Senior Associate Engineer, ECT, Inc. (phill@ectinc.com)

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

(734)
769-3004

FAX (734)
769-3164

An Equal Opportunity/Affirmative Action Employer
www.ectinc.com

**APPROVED
ECT CONTRACT**

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.

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- 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 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.
- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

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

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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

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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:

Marilyn S. Troutman
MARILYN S. TROUTMAN

Charlene McLean
CHARLENE McLEAN

WITNESS:

Julie L. Cooper
Julie L. Cooper

872363

City of Novi ("Client"):

By: [Signature]
Its Mayor

By: Maryanne Cornelius
Its Clerk

[Signature]
("Consultant"):

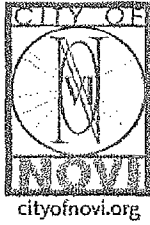
By: Charles Wolf
Its VICE PRESIDENT

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EXHIBIT A

FEES

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 Rezonings, 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	600	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

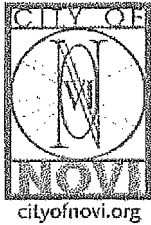
Discipline	Initial FPP Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	250	250	0	250	0
Wetlands Minor Use	250	250	0	250	0
Wetlands Non-Minor	250	250	100	400	40
Woodlands	300	300	0	300	0

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.

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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.

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[insert current insurance schedule]

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/02/10
PRODUCER Willis of Florida, Inc. 4880 Newberry Road, Ste. 100 Gainesville, FL 32635-7400 352 378-2511	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Environmental Consulting & Technology, Inc. 3701 NW 98th Street Gainesville, FL 32606	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Ironshore Insurance Ltd	38261
	INSURER B: Hartford Insurance of the Southeast	11000
	INSURER C: Sentinel Insurance Company Ltd	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	000087400	01/01/10	01/01/11	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$25,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
C	AUTOMOBILE LIABILITY	21UENJB5900	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
					AUTO ONLY: AGG \$	
A	EXCESS/UMBRELLA LIABILITY	000087600	01/01/10	01/01/11	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
						\$
						\$
	DEDUCTIBLE				\$	
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WBZi5148	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	OTHER Professional	000087400	01/01/10	01/01/11	\$1,000,000 Ea/2,000,000	
	Contractor Poll.	000087400	01/01/10	01/01/11	\$1,000,000 Ea/2,000,000	
	Site Poll. Legal	000087400	01/01/10	01/01/11	\$1,000,000 Ea/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional Deductibles: \$50,000/\$10,000/\$10,000
 City of Novi is named as Additional Insured regarding General Liability when required by written contract.

CERTIFICATE HOLDER City of Novi 45175 West 10 Mile Road Novi, MI 48375-3024	CANCELLATION 010 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>030</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James E. Skiles III</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**EXCERPT FROM
JULY 12, 2010
CITY COUNCIL MINUTES**

EXCERPT FROM

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JULY 12, 2010 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 W. TEN MILE RD**

ROLL CALL: Mayor Landry, Mayor Pro Tem Gatt, Council Members Crawford, Fischer, Margolis, Mutch, Staudt

CONSENT AGENDA REMOVALS AND APPROVALS (See items A-Q)

CM-10-07-91 Moved by Margolis, seconded by Gatt; CARRIED


UNANIMOUSLY: To approve the Consent Agenda as presented.

Roll call vote on CM-10-07-90 Yeas: Crawford, Fischer, Margolis, Mutch, Staudt, Landry, Gatt

A. Approve Minutes of:

1. June 21, 2010 – Regular meeting

B. Enter Executive Session immediately following the regular meeting of July 12, 2010 in the Council Annex for the purpose of discussing pending litigation, labor negotiations and privileged correspondence from legal counsel.

 C. 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.

D. Approval of an agreement with the Sheraton Detroit Novi to host the 2011 Appreciation Dinner, an annual event honoring Boards, Commissions, Committees and Employees for their dedication to Novi, on January 7, 2011 for the estimated amount of \$19,000.

E. Approval of a one-year renewal of contract to University Lithoprinters, Inc. for design and printing of the Annual Calendar in the amount of \$21,000 and a one-year renewal of contract to Accuform for design and printing of Engage! and Enhance in the amount of \$71,072 for a combined total of \$92,072.