AGREEMENT FOR REVIEW AND APPROVAL OF CONSTRUCTION DRAWINGS AND DRAINAGE CALCULATIONS FOR DEVELOPMENT LOCATED WITHIN NILES, OHIO

NON - REIMBURSABLE

THESE ARTICLES OF AGREEMENT, made and entered into at Niles, Ohio this _____day of _____ 20___ by and between the CITY OF NILES ENGINEERING DEPARTMENT, Party of the First Part, hereinafter referred to as "Engineer", and

_____

Project Name

_____

Developer

hereinbefore referred to as the Party of the Second Part.

WITNESSETH THAT:
WHEREAS it is the desire of the parties hereto to construct a commercial/industrial development conforming to acceptable standards, which will include the construction of storm water drainage facilities, in accordance with the detailed plans and specifications as prepared by,

_____ _____

Consultant *Address*

SUBJECT to all the current rules, regulations and specifications of the Trumbull County Drainage and Erosion and Sedimentation Control Manual, the Ohio EPA Construction General Permit, the Ohio Rainwater and Land Development Manual, Ohio EPA NPDES Permits, Sections 401 and 404 of the Clean Water Act, Ohio EPA Isolated Wetland Requirements, the Ohio Dam Safety Law, the City of Niles Ordinance 922B, and—for sites that require a Stormwater Management Plan—City of Niles Ordinance 922, as administered by the City of Niles Engineering Department.
NOW THEREFORE, for good, valuable and adequate consideration from each of the parties hereto, and of the mutual covenants hereinafter contained, it is agreed by and between the parties hereto:

1. _____(developer) agrees to furnish a set of construction drawings and specifications satisfactory to the "Engineer", including all necessary surveys, engineering and calculations incidental thereto, and that said plans shall be approved by the City of Niles Engineer. Upon completion of the storm water detention facilities, a set of "As-Built" drawings shall be provided to the "Engineer's" office in the form of an electronic copy and/or a hard copy assuring that the improvements have been constructed per the approved plans. If an electronic copy is provided, then said copy is to be saved in Auto CAD or in the DFX (Drawing Interchange File) format. The drawing should be saved on a USB Flash Drive.
2. The total cost of engineering and construction, including the wages of the "Engineer's." personnel in regard to the review of the site plans and drainage calculations shall be borne by _____(developer). The "Engineer" sets a fee schedule and bond, as indicated below:

Erosion and Sediment Control Fee Schedule (SWPPPs and Abbreviated SWPPPs):

Disturbed Acreage of Planned Phase	Fee	Bond
Less than 1 Acre	$500	$1500
1 – 5 Acre Site	$1000	$1500 for first acre + $1000 for each additional acre or fraction thereof
5.01 – 24.99 Acre Site	$2500	
25 – 74.99 Acre Site	$3500	
75 – 149.99 Acre Site	$4500	
150 or Greater	$6000	

Stormwater Management Fee Schedule (Stormwater Management Plans):

Disturbed Acreage of Planned Phase	Fee	Bond
1 – 5 Acre Site	$1000	$5000
5.01 – 24.99 Acre Site	$2500	
25 – 74.99 Acre Site	$3500	
75 – 149.99 Acre Site	$4500	
150 or Greater	$6000	

3. Upon completion of the Engineer's review, and prior to the Engineer's issuance of approval of the construction plans and drainage calculations, _____(developer) shall pay Engineer's invoice for the review of said plans.
4. The provisions of this agreement shall be in full force and effect from and after the signatures of both parties have been affixed hereto: however, if construction is not begun within one (1) year of the date of execution of this agreement, said agreement will become null and void and then an additional review may be required.

The Engineer's review is only for conformance with the City of Niles design requirements per Ordinances 922 and 922B and in compliance with the Trumbull County Drainage and Erosion and Sedimentation Control Manual.
It is not intended in any way to relieve either the Developer or the Consultant and/or their agents of their responsibility to complete the work in accordance with good engineering principles and practices and the requirements of all local, state, and federal governing codes and ordinances. Review by the City of Niles Engineer constitutes neither expressed nor implied warranties as to the fitness, accuracy or sufficiency of the plans, designs, or specifications.

Signed this _____ day of_____, 20_____

Signature of the second party_____
Owner

Witness: _____

Owner's Address _____

Owner's Telephone No. _____

Signature of the first party_____
City of Niles

Witness: _____