



CITY COUNCIL AGENDA ITEM

November 4, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
MaryBeth Murz, Purchasing Manager
R. Brent Savidant, Planning Director

Subject: Extension of Contract – Community Planning Services

History

Carlisle/Wortman Associates, Inc. (CWA) has been the Planning Consultant for the City of Troy since 2001 and has successfully provided a high level of Community Planning Services over that period of time. Planning services provided by CWA include maintaining regular office hours 1.5 days per week, assisting the Planning Department in application review and report writing, and attending Planning Commission meetings.

Purchasing

On February 21, 2011 Troy City Council approved a three (3) year contract to provide three year requirements of Community Planning and Related Services for the City of Troy with the option to renew for two (2) additional years to Carlisle Wortman Associates, Inc. of Ann Arbor, MI. as a result of a best value process in accordance with SOQ-COT 10-24 {Resolution #2011-02-045}. CWA was selected following a competitive bid process, including consideration of a Statement of Qualifications, interviews and a Detailed Pricing Proposal.

The term of the contract expires on March 31, 2014, and also provides for a two (2) year contract extension. CWA has requested a five year contract extension. CWA submitted a *revised* Attachment 1 to extend the hourly rate schedule through 2019. The proposed rate includes a 5% discount for the Senior Planner staffing the Troy Planning Department during regular office hours. Note that as per the existing terms of the Agreement, the City may cancel the contract upon 7 days written notice due to poor performance or any reason deemed to be in its best interest. Exercising the renewal option and extending the renewal option to five (5) years would provide continuity, consistency of service and a predictable rate structure. It should be noted, the Building Department Services renewal contract with SAFEbuilt was also recently extended five years.

Financial

Funds are available in the Planning Department Contractual Services account.



CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends the option to exercise the renewal option and also extend the renewal option to five (5) years with the contract expiring March 31, 2019 upon mutual consent of both parties and successful performance of the contract with Carlisle Wortman Associates of Ann Arbor, MI for Community Planning and Related Services under the same terms and conditions of SOQ-COT 10-24, the contract dated 2/21/2011, the Agreement Extension and the *revised* Attachment 1; as attached and listed below:

Attachments:

1. Letter from Carlisle/Wortman Associates, Inc., including revised Attachment 1
2. Agreement Extension - Community Planning and Related Services
3. Agreement for Community Planning and Related Services (approved in 2011)

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

September 16, 2013

Mark Miller, Community Development Director
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Re: Contract Extension

Dear Mr. Miller:

As you are aware, the term of our current agreement expires March 31, 2014. The contract allows the Council to extend the agreement for an additional two years.

There are only two areas where I would request modification. The first is the term of the contract. Although the contract calls for a two year extension, I would request a five year extension. There are several reasons why I believe this request is reasonable. First and foremost, it would provide the City with continuity of service. CWA has provided reliable service to the City since 2001. We have provided guidance that has been instrumental in the positive changes which are occurring. Second, a five year extension would provide the City with a predictable rate structure. In fact, we are willing to provide a reduced rate by 5% for the time we are staffing your office. Third, there is precedent for a five year extension with other service providers. Finally, the contract is and will continue to be written in a manner which allows the City to modify services and/or terminate. Therefore, there is ample protection provided to the City if you are not satisfied with our services.

The second area that will need to be modified is the rate schedule, which expires in 2014 as part of the contract. I have attached a revised Attachment I which reflects a five year rate structure.

Please let me know your thoughts. I am happy to discuss any and all aspects of this request.

CARLISLE/WORTMAN ASSOC., INC.
Richard K. Carlisle, PCP, AICP
President

ATTACHMENT I

Proposed Hourly Rate Schedule:

Personnel	Time Avail. Average Annual %	Rate			
		2014 ¹ -2015	2016	2017	2018-2019 ²
Principal Planner (R. Carlisle, Principal)	10-15	\$100	\$105	\$110	\$110
Senior Planner³ (B. Carlisle, Associate)	50-60	\$85	\$90	\$95	\$95
Senior Planner (D. Scurto, Principal)	10	\$85	\$90	\$95	\$95
Landscape Architect (L. Fortin, Landscape Architect)	25	\$80	\$85	\$90	\$90
Landscape Architect (S. Elmiger, Environmental Planner)	25	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	25	\$55	\$60	\$60	\$60
Support Staff	25	\$55	\$60	\$60	\$60

1. Balance of year to December 31, 2014
2. Period of year to March 31, 2019
3. Rate will be discounted by 5% for office staffing hours.

**RATE SCHEDULE
Troy Consultation**

Personnel	Hourly Rate			
	2014-2015	2016	2017	2018-2019
Principal	\$100	\$105	\$110	\$110
Senior Planner/Associate	\$85	\$90	\$95	\$95
Community Planner/Environmental Planner/Landscape Architect	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	\$55	\$60	\$60	\$60
Support Staff	\$55	\$60	\$60	\$60

AGREEMENT EXTENSION

COMMUNITY PLANNING AND RELATED SERVICES

THIS AGREEMENT EXTENTION is entered into between the CITY OF TROY, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the CITY, and CARLISLE/WORTMAN ASSOCIATES, INC., 605 South Main Street, Suite 1, Ann Arbor, Michigan 48104, hereinafter referred to as CONSULTANT.

WITNESSETH:

The CITY and CONSULTANT agree to extend the Agreement for Community Planning and Related Services which was originally entered into on February 21, 2011. The original Agreement provides for a renewal of the Agreement for an additional two (2) year period upon approval of Troy City Council, however, CONSULTANT has offered an incentive of fixed rates and a five (5%) percent discount for office staffing hours in exchange for a five (5) year renewal of the original Agreement.

WHEREFORE, both parties hereby mutually agree to amend the original Agreement, Paragraph 2 - Compensation and Paragraph 4 – Term of Agreement only to read as follows:

“2. COMPENSATION. CONSULTANT shall be paid by CITY for services rendered at the hourly rates stated in Attachment 1 of this Agreement designated “Schedule Effective: 4-1-14 through 3-31-19.” Attachment 1 shall be attached to this Extension Agreement.

4. TERM OF AGREEMENT. This Agreement shall commence on April 1, 2014 and terminate on March 31, 2019. The Agreement may be renewed for an additional

two-year period based upon the mutual consent of both parties within 90 days of Agreement expiration and upon approval of City Council.”

The remaining terms and conditions of the original Agreement between the CITY and CONSULTANT shall continue in full force and effect and are incorporated as though fully set out in this Extension Agreement for Community Planning and Related Services.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Agreement Extension for Community Planning and Related Services on this _____ day of November, 2013.

CONTRACTOR:

**CARLISLE/WORTMAN
ASSOCIATES, INC.**

WITNESSES:

By: Richard K. Carlisle,
Its: President

By: Donald Wortman
Its: Vice President

CITY OF TROY:

By: Dane Slater, Mayor

By: Aileen Bittner, City Clerk

ATTACHMENT I

Hourly Rate Schedule:

Personnel	Time Avail. Average Annual %	Rate			
		2014 ¹ -2015	2016	2017	2018-2019 ²
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Senior Planner³ (B. Carlisle, Associate)	50-60	\$85	\$90	\$95	\$95
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Landscape Architect (S. Elmiger, Environmental Planner)	25	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	25	\$55	\$60	\$60	\$60
Support Staff	25	\$55	\$60	\$60	\$60

1. Balance of year to December 31, 2014
2. Period of year to March 31, 2019
3. Rate will be discounted by 5% for office staffing hours.

**RATE SCHEDULE
Troy Consultation**

Personnel	Hourly Rate			
	2014-2015	2016	2017	2018-2019
Principal	\$100	\$105	\$110	\$110
Senior Planner/Associate	\$85	\$90	\$95	\$95
Community Planner/Environmental Planner/Landscape Architect	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	\$55	\$60	\$60	\$60
Support Staff	\$55	\$60	\$60	\$60

Schedule Effective: 4-14-14 through 3-31-19

**CITY OF TROY
AGREEMENT FOR COMMUNITY PLANNING
AND RELATED SERVICES**

CONSULTING SERVICES

THIS AGREEMENT is entered into between the CITY OF TROY, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the CITY, and Carlisle/Wortman Associates, Inc, 605 South Main Street, Suite 1, Ann Arbor, Michigan 48104, hereinafter referred to as CONSULTANT.

WITNESSETH:

RECITALS

- A. WHEREAS, CITY finds it necessary to utilize the services of CONSULTANT to assist the CITY on an as needed bases to aide staff with regard to periodic zoning and planning investigations and reports, review of development projects and / or consultation with City staff regarding planning and development programs and policies.

Now, therefore, in consideration of the covenants and agreements contained herein, CITY and CONTRACTOR agree as follows:

- 1. SCOPE.** During the term of the Agreement, CONSULTANT shall provide services as defined in CITY'S Statement of Qualifications (SOQ-COT 10-24), Addendum 1, and CONSULTANT'S response to Statement of Qualifications. All three documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The CONSULTANT shall furnish all labor, materials, and equipment necessary and perform all of the work as set forth in the Proposal and this Agreement in strict accordance with the scope of services and other documents which

have been made a part of this contract in the manner, time, and place as therein set forth. The required services are generally described as follows:

A. Keep regular office hours in the Planning Department. Presently one day per week but may vary, as determined by the City.

B. Meet with prospective applicant(s) and/or their consultant team to discuss potential project(s). Discuss viability of the proposed project(s). Viability issues will include, but not be limited to, Zoning Ordinance compliance, site constraints, access, Master Plan designation, compatibility of land uses, density, urban design and site plan layout.

C. Review and prepare reports on development applications, including but not limited to site plans, special use applications, Planned Unit Development applications, rezoning applications, subdivision applications and site condominium applications. Review and findings shall be based on the City's Zoning Ordinance, Master Plan, and other ordinances and standards that may apply.

D. Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.

E. Attend Planning Commission, City Council and other meetings, on an as needed basis to present summary reports and answer questions as requested by the Planning Department.

F. Conduct research and analysis on an as needed basis as requested by the City administration for various issues including but not limited to planning and zoning.

G. Assist the City administration in developing reports and supporting presentation graphics for, but not limited to, the Planning Commission, City Council and Zoning Board of Appeals.

H. Assist the City administration in interpreting and applying the standards contained within the City's Zoning Ordinance and other ordinances related to land use.

I. Assist the Planning Department in day to day tasks, including but not limited to processing applications, assisting residents and applicants at the counter, assisting residents and applicants on the telephone, and other tasks assigned by the Planning Director.

J. Additional related community planning and zoning services such as economic development, recreation planning or landscape architecture as assigned by City administration.

K. Provide expertise in areas of sustainability, low impact development techniques, and L.E.E.D.

L. Periodically the CONSULTANT may be requested by the CITY to perform a project which is beyond the scope of a minor investigation. If necessary, the CITY may request the CONSULTANT to provide a cost estimate for services which may be provided on a cost not-to-exceed or lump sum basis.

Project assignments will be on an as-needed basis. Not each project submitted to the CITY for review and approval will necessarily require any or all of the professional services of the CONSULTANT. The CITY reserves the right to perform work in-house or to assign specific projects on a separate competitive or negotiated basis to the selected CONSULTANT or to other CONSULTANTS currently working on existing City projects.

To assist the CONSULTANT, the CITY will provide the CONSULTANT with an electronic copy of the Zoning Ordinance, Master Plan and other ordinances and documents necessary to perform the assigned task(s).

2. COMPENSATION. CONSULTANT shall be paid by CITY for services render at the hourly rates stated in Attachment 1 of this Agreement.

3. PERSONNEL ASSIGNED TO CITY ACCOUNT During the term of the Agreement, CONSULTANT shall provide qualified personnel to the CITY on an as needed basis. The personnel assigned to the CITY will be the individuals listed in the CONSULTANTS proposal and shall consist of a Principal Planner, Senior Planner, Landscape Architect or equivalent classification. During the course of this agreement, if a personnel change is required, the CONSULTANT will provide the CITY with all resumes, copies of certifications, registrations, qualifications, degrees, or any additional information to establish the proposed individual meets the CITY'S minimum qualifications. The CITY shall have the right to accept or reject any personnel assigned to the CITY'S account.

4. TERM OF AGREEMENT. This contract shall commence on the date of execution of this Agreement and terminate March 31, 2014. The Agreement may be renewed for an additional two-year period based upon mutual consent of both parties within 90 days of contract expiration and upon approval of City Council.

5. SUB-CONTRACTORS. No portion of the Proposal may be sub-contracted without the prior written approval of the City.

6. CONTRACT TERMINATION. The CITY reserves the right to terminate the contract without penalty upon 7 days written notice due to poor performance or for any reason deemed to be in its best interest. The CITY'S designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final.

7. TERMINATION FOR CONVENIENCE. The CITY may cancel the contract for its convenience, in whole or in part, by giving the consultant written notice 30-days prior to the date of cancellation. If the CITY chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are canceled.

8. INSURANCE. Consultant shall carry general liability insurance, automobile liability insurance, professional liability insurance and workers compensation for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in the amounts approved by City. The insurance shall name the City of Troy, its elected and appointed officials, employees and volunteers, as additional insured and shall contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder.”

A certificate of insurance demonstrating the required insurance coverage shall be provided to City’s Risk Manager immediately upon execution of this Agreement. Cancellation or lapse of the insurance shall be considered a material breach of this Contract, and the Agreement shall become null and void unless CONSULTANT immediately provides proof of renewal of continuous coverage to City’s Risk Manager. All of CONSULTANT’S insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to CITY. An updated certificate of insurance shall be provided to the City’s Risk Manager each year at the time of policy renewal.

9. INDEMNIFICATION.

A. Indemnification except for professional liability: To the fullest extent permitted by law, the CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

B. Indemnification for Professional Liability:

1. The Consultant expressly agrees to indemnify and hold the CITY harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the CONSULTANT or anyone acting on the CONSULTANT'S behalf, in connection with, or incidental to, the contract or work to be performed, except that the CONSULTANT shall not be responsible to indemnify the CITY for any losses or damages to the extent that same are caused by or result from the gross negligence of the CITY or any other person or entity.

2. To the extent of the CONSULTANT'S actual degree of fault, the CONSULTANT'S obligation to indemnify and hold the CITY harmless shall include:

- a) The obligation to defend the CITY from any such suit, action or proceeding, and;
- b) The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the CONSULTANT'S actual fault.

For the purpose of the indemnifications clauses set out above, "CITY" shall mean City of Troy, its elected and appointed officials, employees and volunteers working on behalf of the CITY; losses and liabilities shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which the CONSULTANT may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean death, bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss of use thereof.

10. SETTLEMENT OF CLAIMS. The CONSULTANT agrees that it will not settle or resolve any claim or action against the CONSULTANT based upon its acts which includes, or may include, a claim or count against the CITY or its employees without obtaining a full and complete release in favor of the CITY with respect to any and all claims or counts against the CITY except those based upon the gross negligence or willful or wanton misconduct of the CITY or its employees.

11. NO POWER OF ASSIGNMENT. The CONSULTANT shall have no authority, power to assign, sublet, or transfer any rights, privileges, or interest under this Agreement without prior written consent from the CITY.

12. INDEPENDENT CONTRACTOR. The CONSULTANT acknowledges that he/she is an independent contractor with no authority to bind the CITY to any contracts or agreements, written or oral.

13. ARBITRATION. The CONSULTANT and the CITY may agree to arbitrate any disputes with respect to the application of this indemnification clause.

14. NOTICE: All written notices to be given under this Agreement shall be mailed by first class mail to the other party at its last known address.

15. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

16. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

17. **ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

18. **AUTHORITY TO EXECUTE:** By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on this _____ day of April 2011.

WITNESSES:

Richard K. Carlisle, AICP, PCP

R. Donald Wortman, RLA, AICP, PCP

CITY OF TROY

BY: _____
Mayor Louise E. Schilling

John Szerlag, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Lori Grigg Bluhm, City Attorney

ATTEST: _____
Tonni Bartholomew, City Clerk

Proposed Hourly Rate Schedule:

Personnel	Time Avail. Average Annual %	Rate		
		2011	2012	2013-2014
Principal Planner (R. Carlisle, Principal)	10 -15	\$90	\$90	\$95
Senior Planner (Z. Branigan, Associate)	50 - 60	\$75	\$75	\$80
Senior Planner (D. Scurto, Associate)	10	\$75	\$75	\$80
Landscape Architect (L. Fortin, Landscape Architect)	25	\$70	\$70	\$75
Landscape Architect (S. Elmiger, Environmental Planner)	25	\$70	\$70	\$75
Graphics (GIS) Technician	25	\$50	\$50	\$50
Support Staff	25	\$50	\$50	\$50

1. All rates for calendar year although contract begins April 1, 2011 and ends March 31, 2014.

**Rate Schedule
Troy Consultation**

Personnel	Hourly Rate			
	2011	2012	2013	2014
Principal	\$90	\$90	\$95	\$95
Senior Associate	\$80	\$80	\$90	\$90
Associate	\$75	\$75	\$80	\$80
Community Planner / Environmental Planner / Landscape Architect	\$70	\$70	\$75	\$75
Graphics (GIS) Technician	\$50	\$50	\$50	\$50
Support Staff	\$50	\$50	\$50	\$50

Schedule Effective: 4-1-2011 through 3-31-2014