



CITY COUNCIL ACTION REPORT

DATE: March 22, 2010

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting City Manager Economic Development Services
Susan Leirstein, Purchasing Director
R. Brent Savidant, Acting Planning Director

SUBJECT: PLANNING CONSULTANT SERVICES CONTRACT

RECOMMENDATION

City Management is satisfied with the professional community planning services provided by Carlisle/Wortman Associates, Inc (CWA). City Management recommends an extension to the Agreement for Consulting Services, for a term of one (1) year from the date of execution. Further, the resolution authorizes the Mayor and City Clerk to execute the Agreement for Consulting Services.

BACKGROUND

An Agreement for Planning Consulting Services was entered into with CWA on August 15, 2001. On April 18, 2005, this agreement was extended for a period of five (5) years. The agreement expires on April 19, 2010. The rates charged by CWA have remained unchanged since extending the original agreement in April 2005. A market survey conducted by the Purchasing Department indicates that CWA's rates are comparable with the rates charged by their competitors (see attached).

The Planning Department intends to initiate a Request for Qualifications (RFQ) process so that a Planning Consultant can be selected prior to the expiration of the agreement on April 6, 2011. The one-year extension will provide time to undertake a thorough RFQ process.

CWA provided assistance to the Planning Department on a number of projects under the agreement, including Planned Unit Development negotiations, site plan review reports, and zoning ordinance text amendments. CWA assisted the Planning Department in the preparation of the Master Plan, which was completed in October, 2008. The firm is presently assisting the City with the comprehensive Zoning

Ordinance rewrite and Rapid Energy Assessment Process (REAP) and are providing Landscape Architecture design for the Transit Center project.

The Planning Department has recently experienced restructuring and is now considered to be a hybrid department comprised of City of Troy employees and private Planning Consultants. Representatives of CWA currently spend regular office hours in the Planning Department working on City-related projects. Richard Carlisle, President of CWA, has office hours in the Troy Planning Department two mornings per week. Mr. Carlisle does not bill travel time to and from Troy from his office in Ann Arbor, MI. Zak Branigan, Planner, has office hours in Troy every Tuesday.

Reviewed for Form and Legality
Lori Grigg Bluhm, City Attorney

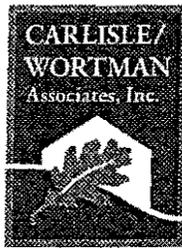
Attachments:

1. Agreement for Consulting Services (entered into on April 18, 2005).
2. Market Survey – Planning Consultant.
3. Agreement Extension.

cc: File/ Planning Consultant
Richard K. Carlisle, Carlisle/Wortman, Inc.

Prepared by: RBS, MFM

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Community Planners Landscape Architects
 605 S. Main, Suite 1 Ann Arbor, MI 48104 734-662-2200 fax 734-662-1935
 6401 Citation Dr., Suite E Clarkston, MI 48346 248-625-8480 fax 248-625-8455

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, Entered into this 18th day of April, 2005, by the City of Troy hereinafter referred to as the "Client" and Carlisle/Wortman Associates, Inc. hereinafter referred to as the "Consultant."

WHEREAS, The "Client" desires to engage the "Consultant" to provide planning services as set forth herein.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

PLANNING SERVICES

The "Consultant" for his part agrees to provide planning assistance at the request of the Client. Such assistance may include zoning and planning investigations and reports, review of development projects and/or consultation with City staff regarding planning and development programs and policies.

SECTION 2.0

COLLECTION OF DATA

It is understood that the "Consultant" will have the cooperation of the "Client" in the collection of basic data and other information for the above work.

SECTION 3.0

PAYMENT FOR SERVICES

3.1 Planning Consultation – At the request of the Client, the Consultant shall perform periodic investigations relative to community planning, zoning, economic development, community development, and other matters.

Such periodic investigations shall be performed as the following rates:

<u>Position</u>	<u>Rate</u>
Principal Planner	\$95.00

Associate Planner /Landscape Arch.	\$80.00
Community Planner / Landscape Architect	\$70.00
Graphics (GIS) Technician	\$50.00
Support Staff	\$45.00
AutoCAD Operation	\$25/hr
Expenses (photocopies, prints, maps, etc.	Cost + 20%

3.2 Meeting Attendance – The Consultant shall attend regularly scheduled meetings of the Planning Commission and City Council, as requested by the Client and subject to the availability of the Consultant.

Such meeting attendance shall be performed at the hourly rates set forth in Section 3.1,

3.3 Development Review – The Consultant shall coordinate and review land development proposals such as site plans, site condominiums, and special land use as requested by the Client in accordance with the hourly rates set forth in Section 3.1.

3.4 Special Projects – Periodically the Consultant may be requested by the Client to perform a project which is beyond the scope of a minor investigation anticipated in Section 3.1. The Client may request the Consultant to provide the Client with an estimate cost of services which may be provided on a cost not-to-exceed or lump sum basis.

3.5 Terms of Payment – The Consultant shall present the Client an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the Client.

SECTION 4.0

REPRESENTATION

It is understood and agreed that Richard K. Carlisle AICP, PCP, President, will represent the “Consultant” in all matters pertaining to this Agreement. From time to time, the “Consultant” may employ additional personnel or sub-consultants to assist in the execution of matters pertaining to this contract.

SECTION 5.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the “Consultant” under this Agreement shall be considered the property of the “Client”.

SECTION 6.0

LIMITATION OF LIABILITY

The "Consultant" agrees, to the fullest extent permitted by law, to indemnify and hold the "Client" harmless from damages and losses arising from the negligent acts, errors or omissions of the "Consultant" in the performance of professional services under this Agreement, to the extent that the "Consultant" is responsible for such damages and losses on a comparative basis of fault and responsibility between the "Consultant" and the "Client". The "Consultant" is not obligated to indemnify the "Client" for the "Client's" own negligence.

SECTION 7.0

TERMS OF AGREEMENT

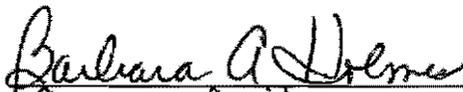
The term of this Agreement shall be for a period of five (5) years from the date of execution, although the conditions may be modified and terms may be extended by mutual agreement of both parties.

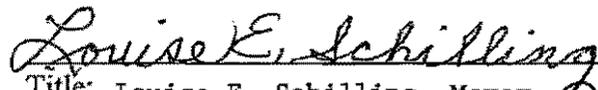
This Agreement may be terminated by either the "Client" or "Consultant" individually or jointly upon ninety (90) days written notice. Compensation during the notice period would be paid by the "Client" to the "Consultant" if services are faithfully rendered to the "Client".

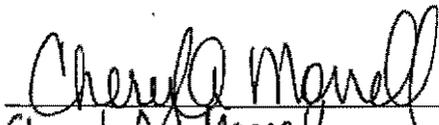
IN WITNESS WHEREOF, the "Consultant" and the "Client" execute this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT


Barbara A. Holmes


Title: Louise E. Schilling, Mayor


Cheryl A. Morrell

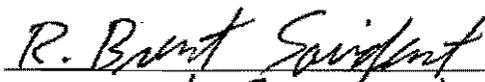

Title: Tonni L. Bartholomew, City Clerk

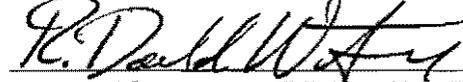

MARK F. Miller

CONSULTANT


Richard K. Carlisle, AICP, PCP
President

Carlisle/Wortman Associates, Inc.


R. Brent Savidant


R. Donald Wortman, RLA, AICP, PCP
Vice President
Carlisle/Wortman Associates, Inc.

DATE: March 18, 2010

TO: Susan Leirstein
Purchasing Director

FROM: Julie Hamilton
Buyer

RE: MARKET SURVEY – PLANNING CONSULTANT

A market survey was conducted for Planning Consultant services by contacting various communities that have recently contracted for these services.

CITY OF FARMINGTON HILLS – Kelly Monico (248) 871-2435

In January 2010 the City of Farmington Hills awarded a contract to Birchler-Arroyo for Planning Consultant Services at the following hourly rates:

Certified Planner	\$86.00 - \$99.00
Associate Community Planner	\$80.00
Admin Staff Support	\$40.00

CITY OF ROCHESTER HILLS – Jean Farris (248) 841-2538

In February 2010 the City of Rochester Hills awarded a contract to McKenna Associates to provide consulting services for the M-59 Corridor Study at the following hourly rates:

Principal Planner	\$97.00
Senior Planner	\$78.00
Associate	\$68.00
Assistant	\$55.00
Aide	\$44.00
Administrative Asst	\$42.00

CITY OF ROCHESTER – Nick Banda (248) 651-9061

In July 2009 the City of Rochester bid out City Planning Services. Although an agreement was never reached and a contract never signed, if an agreement had been reached the contract would have been for the following rates:

Principal Planner	\$ 85.00 - \$95.00
Senior Principal Planner	\$107.00
Senior Planner	\$ 75.00

Based upon the above rates, I respectfully recommend that the City accept the offer to renew the contract with the current vendors based on the fact that their hourly rates are consistent with those recently bid by other vendors.

CC: File

AGREEMENT EXTENSION
CONSULTING 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 S Main, Suite 1 Ann Arbor, Michigan 48104, hereinafter referred to as CONSULTANT.

The CITY and CONSULTANT agree to extend the Agreement – Consulting Services to provide planning services and consultation as needed for a period of one (1) year as follows:

WITNESSETH:

The Agreement – for Consulting Services - dated April 18, 2005 entered into between the City of Troy, 500 W Big Beaver Road Troy, Michigan describe the terms and conditions of the Agreement and are incorporated as though fully set out herein.

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 Management Department 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 Management Department. 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 Risk Management Department each year at the time of policy renewal.

Both parties hereby mutually agree to extend the entire contract for an additional one (1) year to provide Consulting Services as described through April 18, 2011, unless canceled in whole or in part, by either party upon provision of thirty (30) days written notice. In the event of cancellation, City agrees to pay the Consultant monies due under this contract prior to the date of cancellation.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on this _____ day of April 2010.

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