



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 16, 2021



To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Controller
R. Brent Savidant, Planning Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8: Best Value Award – Community Planning and Consulting Services

Background

- The City utilizes Planning Consultants to aide staff with zoning and planning projects, programs, policy development, investigations and reports.
- 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.

Purchasing

- On January 14, 2021, Statements of Qualifications (SOQ) were received as required by the City Charter and Code for Community Planning Services for the City of Troy.
- 457 firms were notified via the Michigan Intergovernmental Trade Network (MITN) website: www.mitn.info with two (2) proposals received. Below is a summary of MITN posting.

Companies notified via MITN	457
Troy Companies notified via MITN	15
Troy Companies - Active email Notification	15
Troy Companies - Active Free	0
Companies that viewed the bid	36
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- After review of the proposals, Carlisle/Wortman Associates, Inc., the current Planning consultant for the City, was the only firm to meet the pass/fail criteria making the interview process unnecessary.
- A Detailed Pricing Proposal was requested and received from the firm on February 8, 2021. Based on the Pass/Fail criteria for the statement of qualifications and detailed proposal analysis, the department recommends awarding the contract to the highest rated respondent, Carlisle/Wortman Associates, Inc. (CWA) of Ann Arbor, Michigan.

Fund Availability

Contractual Services funds are available in the Planning Department Budget.



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Recommendation

City Management recommends awarding a three (3) year contract to Carlisle/Wortman Associates, Inc. of Ann Arbor, MI with an option to renew for two (2) additional years as a result of a best value process for Community Planning and Consulting Services per the fees as contained in Exhibit A.

Attachments:

1. Agreement for Planning and Consulting Services
2. Exhibit A – Fees
3. Pass/Fail Criteria, Community Planning Services
4. Proposal submitted by Carlisle/Wortman Associates, Inc.
5. Request for Proposals SOQ-COT 21-16

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

THIS AGREEMENT entered into on **April 1, 2021**, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and **Carlisle/Wortman Associates, Inc 117 N First Street, Suite 70, Ann Arbor, MI 48104**, hereinafter referred to as a the “Consultant” or “Consultant”.

WHEREAS, The City 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 “City” in the collection of basic data and other information for the above work.

SECTION 3.0

PAYMENT FOR SERVICES

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

Such periodic investigations shall be performed at the rates provided in the Request for Proposal and outlined in Exhibit A.

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

Such meeting attendance shall be performed at the hourly rates set forth in Exhibit A.

- 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 “City” in accordance with the hourly rates as set forth in Exhibit A.

- 3.4 Special Projects – Periodically the “Consultant” may be requested by the “City” to perform a project which is beyond the scope of a minor investigation anticipated in Exhibit A. The “City” may request the “Consultant” to provide the “City” 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 “City” an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the “City”.

- 3.6 Negligence – The “Consultant” will be held responsible for additional costs resulting from negligence, mismanagement, delays or improper guidance. When it can be established that the “Consultant” is clearly at fault, these additional costs will be borne by the “Consultant”.

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

SECTION 4.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the "Consultant" under this Agreement shall be considered the property of the "City".

SECTION 5.0

INSURANCE

The "Consultant" shall not commence work under this agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the City. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. The "Consultant" shall require each of its subconsultants, if any, to maintain the following required insurance. If any insurance is written with a deductible or self-insured retention, the "Consultant" shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the "Planning Consultant's" indemnification of the City.

The "Consultant" and its subcontractors, if any, shall procure and maintain during the life of the agreement the following coverage and produce valid certificates of insurance upon request by the City:

1. Workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include a minimum \$500,000 employers liability coverage.
2. Commercial general liability insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions:
 - a. Per Contract Aggregate (Annual Aggregate Contract Limit)
 - b. Contractual liability
 - c. Products and completed operations
 - d. Independent contractors coverage
 - e. Broad form general liability extensions or equivalent
3. Motor vehicle liability coverage, including Michigan no-fault coverage for all vehicles used in the performance of the contract. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Limits of liability shall not be less than \$1,000,000 per occurrence combined single limit bodily injury and property damage.
4. Professional liability coverage, issued on an "occurrence basis" or "claims made basis", with limits of liability of not less than \$1,000,000 per occurrence/aggregate, or per claim/aggregate if on a "claims made basis". If written on a "claims made basis", the policy must continue for a period of two (2) years following the termination or end date of the contract with the City. Whether on an "occurrence basis" or a "claims made basis", the policy shall include:
 - a. per contract aggregate and
 - b. deletion of all contractual liability exclusions and/or provisions.
5. Additional insured endorsements on both the commercial general liability insurance and motor vehicle liability coverage, as described above, shall include an endorsement stating the following shall be additional insured's:

"The City of Troy, including architects and engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are additional insured." (On an ISO form B or broader.).

DRAFT – Subject to amendment prior to execution

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

6. Cancellation notice. Worker' compensation insurance, commercial general liability insurance, motor vehicle liability insurance and professional liability insurance, as described above, shall include an endorsement stating that thirty (30) days' advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

Purchasing Department
City of Troy
500 W. Big Beaver
Troy, MI 48084

SECTION 6.0

INDEMNIFICATION AND HOLD HARMLESS

Indemnification, except 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.

1. Indemnification, professional liability.
 - a. 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.
 - b. To the extent of the Consultant's actual degree of fault, the Consultant's obligation to indemnify and hold the City harmless shall include:
 - i. The obligation to defend the City from any such suit, action or proceeding, and;
 - ii. 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.
2. 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.
3. The Consultant and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

DRAFT – Subject to amendment prior to execution

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

SECTION 7.0

CONFLICT OF INTEREST

Provide a statement that the "Consultant" will not perform any services for the City in which there is a conflict of interest, or the appearance of a conflict of interest, with any builder, developer, contractor or private client who is or might be expected to be active in the City.

SECTION 8.0

TERMINATION

The City reserves the right to terminate the contract at any time with the assurance that the "Consultant" shall be entitled to reimbursement for any services rendered prior to the date of termination.

THIS AGREEMENT is executed and made effective as provided above.

CONTRACTOR:

By: _____

Print Name:

Title/Position:

CITY OF TROY

BY: _____
Ethan Baker

Mark F. Miller, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Lori Grigg Bluhm, City Attorney

ATTEST: _____
Aileen Dickson, City Clerk



EXHIBIT A

FEES: COMMUNITY PLANNING AND RELATED SERVICES

PROPOSAL A: Hourly Rates for various job classifications

Hourly rates (to include pay rate, overhead, profit and all other costs) for each of the following classified services:

SERVICES	HOURLY RATES		
	2021	2022	2023
Community Planning Services:			
Principal Planner (R. Carlisle)	\$130	\$135	\$140
Principal Planner (B. Carlisle)	\$110	\$115	\$120
Senior Planner	\$90	\$95	\$100
Landscape Architect	\$90	\$95	\$100

NOTE: If a range of rates is provided for a classification, an average cost will be used to represent that classification for comparison purposes.

ORGANIZATION NAME: Carlisle/Wortman Associates



DETAILED PROPOSAL

DETAILED PROPOSAL

PROPOSAL B: Project Team and Reimbursables

Provide a list identifying the key personnel proposed to be assigned to the City's account including name, certification(s), years of experience and resumes where applicable for the following services:

CLASSIFICATION	INDIVIDUALS NAME	YEARS OF EXPERIENCE	CERTIFICATION			
			ACIP (Y/N)	PCP (Y/N)	RLA (Y/N)	LEED ND (Y/N)
Community Planning Services						
Principal Planner	R. Carlisle	40	Yes			
Principal Planner	B. Carlisle	20	Yes			Yes
Landscape Architect	C. Nordstrom	15			Yes	

Note: Please identify all resumes, copies of certifications and licenses, etc. submitted for individuals in this section with the titles listed above.

Provide a list of reimbursable items and an all inclusive list of other charges.

No reimbursable for planning consulting projects. Reimbursables may be included only for part of special projects which are typically done on separate scope of work

Does your firm charge administrative overhead on subcontracted and/or reimbursable costs or any other fees not listed above? If so, please describe **No administrative reimbursable for planning consulting projects. Reimbursables may be included only for part of special projects which are typically done on separate scope of work**

In addition, a copy of your firm's complete hourly rate fee schedule by position must be provided. Fee schedule attached and labeled **Fee Schedule** _____ for identification purposes.

ORGANIZATION NAME: Carlisle/Wortman Associates

EVALUATION FORM
PLANNING & CONSULTING SERVICES
Pass / Fail

NAME: Carlisle/Wortman Associates, Inc.
 ADDRESS: 117 N. First Street #70
 CITY/ STATE/ ZIP: Ann Arbor, MI 48104
 PHONE / FAX NUMBER: 734.662.2200

OBJECTIVES PASS / FAIL	INFORMATION	GO/NO
1. Certified/Licensed Personnel	Candidate has minimum requirement of AICP certification.	GO
2. Years providing Planning Consulting Services (Min 10 yrs)	Candidate lists 40 years (Principal) and 20 years (Troy representative) experience performing planning duties listed in Scope of Services.	GO
3. Specific individual identified to serve as client contact, prepare reports, attend Planning Department office hours and attend Planning Commission and City Council meetings (Min 10 yrs experience and AICP certification)	Ben Carlisle has AICP certification and 20 years of experience.	GO
4. Insurance – Hold Harmless	Hold Harmless page was complete.	GO
5. References – Positive (3 min)	3 references provided on Organizational Questionnaire. Brent Savidant contacted all 3 references, all 3 provided positive references.	GO

Carlisle/Wortman Associates passed 5/5 objectives

REQUEST FOR PROPOSALS FOR

CITY OF TROY PLANNING AND CONSULTING SERVICES

Submitted to City of Troy

JANUARY 2021



Carlisle | Wortman
ASSOCIATES, INC.

Submitted by Carlisle | Wortman Associates, Inc.

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Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

January 7, 2021

Aileen Dickson
City Clerk,
500 W. Big Beaver
Road, Troy, MI 48084

Re: Planning and Consulting Services

Dear Ms. Dickson,

Carlisle | Wortman Associates, Inc. (CWA) is pleased to have the opportunity to submit a proposal to provide Planning and Consulting Services for the City of Troy. Our multidisciplinary team of professional planners and landscape architects is among the most experienced in the State. Our core service is to act as an expert and extension of the client with the goal of building strong, attractive, and more livable communities. The firm actively serves 50 municipal clients, the majority of which is centered on continuing planning services.

Our team was specifically assembled to provide the precise expertise as it relates to the needs and understanding of the City of Troy. The firm also provides those services listed in the RFP to other similar communities such as Independence Township, City of Berkley, City of Ann Arbor, City of Plymouth, and Northville Township.

Furthermore, we have a long history with the City of Troy having provided planning services for over the past 20 years. In that time, with great partnership with the City staff, we have provided weekly office hours, completed development reviews, assisted in drafting a comprehensive zoning ordinance rewrite, assisted in drafting a comprehensive Master Plan rewrite, and assisted in drafting a Master Plan update. Lastly, we are currently assisting the City with an update to the Master Plan.

Our team has a reputation of service, innovation and reliability that is a known quantity. The Proposal that follows is structured to briefly introduce our approach and set forth a detailed Scope of Services. We look forward to discussing this in more detail. If you have any questions, please contact us at (734) 662-2200.

CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal

Richard K. Carlisle, President Douglas J. Lewan, Executive Vice President John L. Enos, Principal
David Scurto, Principal Benjamin R. Carlisle, Principal Sally M. Elmiger, Principal Craig Strong, Principal R. Donald Wortman, Principal
Laura K. Kreps, Senior Associate Paul Montagno, Associate

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COVER SHEET

This proposal was prepared by Ben Carlisle, Principal.

Bidder:
Carlisle | Wortman Associates
117 N. First Street
Suite 70
Ann Arbor, Mi 48104

Contact:
Ben Carlisle
(734) 662-2200
BCarlisle@cwaplan.com

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CORPORATE BACKGROUND

SECTION

1

A PHILOSOPHY OF SERVICE AND COMMITMENT TO MICHIGAN

Carlisle | Wortman Associates, Inc. is well prepared and equally enthused to conduct the scope of services and service specifications described in the Planning and Consultant Services Proposal. Since 1988 Carlisle | Wortman Associates Inc. has been providing public sector clients with professional planning services. Our highly experienced professionals are forward thinking, both experienced and accomplished at finding sound and creative strategies to fit our clients' needs. Our core service is to act as an expert and extension of the City with the goal of building strong, attractive, and more livable communities. Our continuing success is a direct result of the philosophy to which we adhere: responsiveness, commitment, trust, and success.

We have been exclusively servicing Michigan for over thirty-five years. With a commitment to public service, we only provide services for governmental and non-profit entities ranging from townships, cities, and counties to community development organizations and public transit agencies. We take pride in the fact that Carlisle | Wortman Associates does not represent private developers, as we believe this creates a conflict of interest. The firm currently serves 50 clients, the majority of which are centered on continuing planning services. Each client is personally represented by a principal of the firm.

City of Troy can rely on CWA for:

Responsiveness

We believe in constant contact with our clients via telephone, in person meetings, email, and mobile communication and at hours beyond standards business practice.

Commitment

We have been working with client communities for over 30 years.

Trust

We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

Success

We equip our clients for success by sharing our expertise, leadership, and creativity while educating communities to ensure successful solutions.



Carlisle | Wortman
ASSOCIATES, INC.

Corporate Information:

- a. Carlisle | Wortman Associates. Nineteen (19) professional planners with offices located in Ann Arbor, and Troy Michigan. CWA was founded in 1988.
- b. Office Location. Office work would be performed out of the Ann Arbor office.

Points of Contact
Ben Carlisle, AICP
Principal-in-Charge

117 N. First Street
Suite 70
Ann Arbor, Mi 48104
(734) 662-2200
BCarlisle@cwaplan.com

- c. CWA Services include:
 - Continuing planning services
 - Zoning studies and ordinance preparation
 - Development Review
 - Master planning
 - Code enforcement
 - Building Department Services
 - Corridor studies
 - Community energy plans
 - Greenway and open space planning
 - Environmental/watershed planning
 - Park and recreation plans
 - Litigation assistance
 - Economic development plans and studies

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CITY OF TROY

PLANNING SERVICES

SECTION 2

We have continued to enjoy our over 20 year relationship with the City. During that time, the City has accomplished a great deal and should be proud of the numerous successes. We look at our role as an extension and partnership with City staff including City Manager Miller and Community Development Director Savidant.

Principal Ben Carlisle will be the principal-in-charge and project manager. Ben has worked directly with Mr. Miller, Mr. Savidant, the Planning Commission and the City Council for the past 10 years. Founder and President Dick Carlisle will support Ben. Dick is arguably the dean of Michigan's planners. He serves as a trusted advisor, expert witness, speaker, author and advocate for professional planning's best practices.

Planning Services

CWA is well equipped to assist the City of Troy with day-to-day continuing services. We provide such services to over 50 communities in the southeast Michigan. We can tailor our services based upon the desires and needs of the City. We are currently providing planning services to the City.

Office Hours

Based on needs of the City, we will provide office hours for one full day per week. We can tailor the work completed in office but typically our in office work includes returning emails and phonecalls, assisting at the counter, meeting with applicants, and coordinating with staff.

Planning/General Consultation

We will provide day-to-day consultation to municipal staff regarding issues relating to Zoning Ordinance regulations, future land use, site issues, state regulations and other legislative responsibilities.

Development Review

We will review all development proposals such as site plans, rezoning, special land use requests, PUDs and other matters related to zoning compliance.

Meeting Attendance

We can attend all Planning Commission, Zoning Board of Appeals, and City Council meetings, as requested.

Variance Reviews

When requested, we provide reviews of variance requests and attend Zoning Board of Appeals meetings.

Ordinance Amendments

From time to time, the Zoning Ordinance needs to be revised. In most cases, our office prepares the draft language, working closely with the City Attorney, staff, and the Planning Commission.

- We maintain an office in Ann Arbor less than a sixty (60) minute drive to City Hall.
- We represent over 50 communities in Southeast Michigan, including;
 - o City of Ann Arbor
 - o Independence Township
 - o Pittsfield Township
 - o Village of Clarkston
 - o Ypsilanti Township
 - o City of Northville
 - o City of Plymouth
- Chosen staff for those community planning services are very familiar with the City of Troy and the surrounding areas. Ben Carlisle represents numerous Southeast Michigan communities.

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CITY UNDERSTANDING

SECTION 3

Carlisle|Wortman has a deep understanding and extensive experience working with the City of Troy. Over the past twenty (20) years, we have provided planning and other municipal services to the City.

In that time, with great partnership with the City staff, we have

- Provided weekly office hours;
- Completed hundreds of development reviews;
- Assisted in drafting a comprehensive zoning ordinance rewrite;
- Assisted in drafting a comprehensive Master Plan rewrite, and
- Assisted in drafting the Master Plan update.

We are currently assisting the City with an update to the Master Plan.



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WORK APPROACH

SECTION 4

Carlisle | Wortman Associates, Inc. business philosophy is to establish ongoing and long-term relationships with our public sector clients. However, just like our clients, we are constantly growing and evolving to address modern day challenges. Always aware of the issues that face our individual communities we can customize our wide range of services to meet their personal goals. As a result, we pride ourselves on serving numerous communities for periods of over 30 years.

The core of our business has been providing the types of services needed by communities on a day-to-day basis. As such, we understand from our experience that the City seeks a firm that is capable of serving many roles. We have the full in-house capability to provide the services requested by the City of Troy as set forth in the Request for Proposals.

More specifically, our staff is well-versed in each of the requested services required, which include, but are not limited to:

Planning/General Consultation: We will provide day-to-day consultation to municipal staff regarding issues relating to Zoning Ordinance regulations, future land use, site issues, state regulations and other legislative responsibilities. In partnership with the City's Planning Department, we currently providing planning consultation to the City.

Development Review: We will review all development proposals upon request such as site plans, rezoning, special land use requests, PUDs and other matters related to zoning compliance. We provide comprehensive reviews to assist the Planning Commission and Township Board in making a decision on planning issues. In partnership with the City's Planning Department, we currently provide reviews of most developments in the City.

Master Plan: We have prepared and updated over 100 Master Plans over the past twenty-five years, ranging in size of communities from with a population of 350 to over 80,000. We are currently in the process of assisting the City of Troy in their most recent update.

Ordinance Amendments: From time to time, the Zoning Ordinance needs to be revised. In most cases, our office prepares the draft language, working closely with the City Attorney office, staff, and Planning Commission. We've assisted the City in numerous ordinance amendments.

Education and Training: We view this as a continuous process. Our website posts planning articles on topics of interest to our clients. Please see our blog at <http://www.cwaplan.com>. We make our clients aware of changes in legislation and new planning techniques. Included in our retainer, we provide an annual training session either to the Planning Commission, Zoning Board of Appeals, Township Board, or any combination thereof on basic planning and zoning. The topic can be customized based on client interest. Though we host annual training sessions, we view education and training as part of our ongoing responsibility.





Additional Planning and Other Services:

Additional services that are available within the Carlisle | Wortman Team include the following:

Community Input and Visioning: Coordination and facilitation of public input workshops, including visioning, goal setting and prioritization, data collection, and community buy-in.

Recreation Planning: Preparation of community recreation master plans, park master plans, greenway plans, and recreational facility design. All plans are written to meet MDNR grant requirements.

Historic Preservation: Preparation of historic district ordinances, historic district surveys and preservation strategies.

Environmental/Watershed Planning: Preparation of site surveys and analysis of natural resources. Drafting of preservation plans. Development of water quality planning tools, including watershed group facilitation, watershed management plan development, and water resource planning.

Expert Testimony: Research and testimony in land use and zoning disputes and condemnation.

Geographic Information: Land use analysis, mapping, presentation development, and computer-aided design services using GIS and CAD technology.

Grant Writing: Research for and preparation of grant applications for a wide array of activities, including transportation, recreation, brownfield redevelopment, environmental preservation, and downtown development projects.

Capital Improvements: Development of various capital planning tools, such as capital improvement plans and building feasibility studies. Facilitation of group meetings involving different municipal departments, elected officials and public leaders.

Code Consultation: Field inspection and follow-up to resolve zoning code infractions. Review of construction documents for compliance with the construction codes related to building, plumbing, electrical, mechanical, and fire suppression. Resolution of non-compliance issues to create plans acceptable for permit issuance.

PROFESSIONAL STAFF: A FULL-SERVICE CLIENT TEAM METHODOLOGY

We believe in a full-service client team approach. Each Client Team is represented by a Principal-in-Charge, and a project manager, and the team is assembled on the basis of client needs. We have designated a Client Team that includes experience, creativity, and solid professional credentials as well as familiarity with the City of Troy and the surrounding area.

Ben Carlisle, AICP, Principal, will be the Principal-in-Charge. Richard Carlisle will be available for special assignments. Chris Nordstrom, PLA, ASLA, will assist Mr. Carlisle as necessary with landscaping issues.

PROJECT TEAM



Richard K. Carlisle, AICP, President has been practicing community planning for more than thirty-five years. During this time, he has been instrumental in guiding development of diverse communities throughout southeast Michigan, drafting planning and zoning enabling legislation, establishing state-wide community planning policy, and guiding education and growth in both state and national planning associations. His involvement demonstrates his commitment to the deliberate and sustainable growth of Michigan communities. He has also served as an expert witness in over one hundred zoning cases.



Benjamin R. Carlisle, AICP, Principal, has over twenty years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, Tax Increment Financing, and economic development. With Carlisle/Wortman Associates, Mr. Carlisle serves as consulting Planner to the Cities of Troy, Berkley, Huntington Woods, and Clarkston, and the Townships of Independence, Pittsfield, Superior, and Ypsilanti. Mr. Carlisle previously served as the Interim Planning Manager for the City of Ann Arbor.

Mr. Carlisle also serves as a planning and zoning trainer for the Michigan Municipal League, and is the former Region IV representative to the American Institute of Certified Planners Board of Commissioners.



Chris Nordstrom, PLA, ASLA, is a landscape architect with experience in both public and private sector projects. Chris has a strong interest in resiliency, green infrastructure, and sustainable design and development. He has lead recreation planning efforts for a diverse set of communities, from large, established urban systems to rural communities looking to establish their first recreation properties. Chris' strong graphic skills translate well into plan and landscape designs, giving clients a tool that can be utilized for both marketing and planning efforts. In addition to recreation planning, his experience includes park plans and designs, trail and linear park plans and designs, feasibility studies, municipal infrastructure, large scale property development and marketing, housing designs, and parking studies. Chris' abilities span the areas of graphic communications, public engagement, report writing, and Geographic Information Systems.



MELISSA KALNASY is a planner and Geographic Information Systems (GIS) technician who received both her Bachelor's and Master's Degree in Urban and Regional Planning from Eastern Michigan University. Regarding her GIS experience, she is versed in completing data analysis, and updating and creating a variety of maps, including those to help shape Master Plans to those involved in more specialized projects. She has also conducted existing land use surveys in order to accurately reflect client communities in the maps she prepares. Prior to her employment at CWA, she completed her internship with the Van Buren Township Downtown Development Authority.

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RICHARD K. CARLISLE, AICP, PRESIDENT has been practicing community planning for more than thirty-five years. During this time, he has been instrumental in guiding development of diverse communities throughout southeast Michigan, drafting planning and zoning enabling legislation, establishing state-wide community planning policy, and guiding education and growth in both state and national planning associations. His involvement demonstrates his commitment to the deliberate and sustainable growth of Michigan communities. He has also served as an expert witness in over one hundred zoning cases.

EDUCATION

MS, School of Natural Resources | Ohio State University

Graduate Study, City and Regional Planning Program |
Georgia Institute of Technology

BS, Social Studies | Miami University

EXPERIENCE

President, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 1991-Present

President, Code Enforcement Services, Inc.
Ann Arbor, MI, 1999-2008

Owner, Carlisle Associates, Inc.
Ann Arbor, MI, 1988-1991

Independent Contractor, Richard K. Carlisle, PCP
Ann Arbor, MI, 1985-1988

Vice President, Community Planning & Management, P.C.
Ann Arbor, MI, 1982-1985

Associate, Ayres, Lewis, Norris & May, Inc.
Ann Arbor, MI, 1977-1982

County Drain Commissioner, Washtenaw County
Ann Arbor, MI, 1976-1977

Planner, Great Lakes Basin Commission
Ann Arbor, MI, 1975-1976

Planner, Ohio Department of Natural Resources
Columbus, OH, 1973-1974



CREDENTIALS

Registered Professional Community Planner,
State of Michigan | License No. 552

American Institute of Certified Planners |
Membership No. 15344

PROFESSIONAL ACTIVITIES

Michigan Municipal League,
Municipal Official Trainer, 2007-present

Governor's Land Use Council,
Resource Team Technical Advisor, 2003

Michigan Society of Planning,
President, 2000-2001
Board of Directors, 2000-2002

American Planning Association,
Chapter President's Council, 2000-2001

HONORS

Michigan Association of Planning, Presidents Award: 2011

Oakland County Heritage Partner Award, 2003

Michigan Society of Planning Officials, Honor Award: 1981,
1988, 1995, 1998, 2000, 2009

American Society of Landscape Architects, Michigan
Chapter Merit Award, 1988

*FULL CV AVAILABLE UPON REQUEST



BENJAMIN R. CARLISLE, AICP, PRINCIPAL, has twenty years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, Tax Increment Financing, and economic development. With Carlisle/Wortman Associates, Mr. Carlisle serves as principal-in-charge to the Cities of Troy, Berkley, and Huntington Woods, and the Townships of Pittsfield, Superior, and Ypsilanti. Mr. Carlisle previously served as the Interim Planning Manager for the City of Ann Arbor.

Mr. Carlisle also serves as a planning and zoning trainer for the Michigan Municipal League, and is the former Region IV representative to the American Institute of Certified Planners Board of Commissioners.

EDUCATION

BA, Urban Planning and Geography | Miami University

MUPP, Urban and Regional Planning | University of Illinois - Chicago

EXPERIENCE

Principal, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 2011 - Present

Senior Planner, Teska Associates, Inc.
Evanston, IL, 2007 - 2011

Planner II, City of Highland Park
Highland Park, IL, 2003 - 2007

Economic Development Consultant, City of Chicago
Chicago, IL, 2001-2003



PROFESSIONAL CERTIFICATIONS

American Institute of Certified Planners |
Reg. # 136134

LEED Accredited Professional Leadership in Energy
& Environmental Design

Form Based Code Institute Certified

PROFESSIONAL AFFILIATIONS

AICP Board of Commissioners, Region IV
(2016-2020)

American Planning Association

U.S. Council on Green Building

American Planning Association-IL Chapter
Executive Board, Treasurer 2006-2011

Chaddick Institute Development Control Awards
Winner, Highland Park Pedestrian Shopping
Overlay District.



CHRIS NORDSTROM, PLA, ASLA, is a landscape architect with experience in both public and private sector projects. His experience includes park plans and designs, trail and linear park plans and designs, feasibility studies, municipal infrastructure, large scale property development and marketing, housing designs, and parking studies. In addition to recreation planning, Chris has successfully prepared grant applications for trail and recreation projects in several southeast Michigan communities. Chris' abilities span the areas of graphic communications, public engagement, report writing, and Geographic Information Systems.

EDUCATION

MLA, Landscape Architecture | University of Michigan

BGS, Bachelor of General Studies | University of Michigan

EXPERIENCE

Landscape Architect, Carlisle/Wortman Associates, Inc.
Ann Arbor, MI, 2015-Present

Landscape Designer, Johnson Hill Land Ethics Studio
Ann Arbor, MI, 2014 - 2015

Landscape Designer, Tegn_3
Trondheim, Norway, 2010 – 2013



PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

Practicing Landscape Architect,
License No. 3901001632

Michigan Chapter, ASLA

HONORS

Landscape Architecture Faculty Award

Michigan Garden Clubs Fellowship

Frank Caleb & Margaret Thompson Gates
Student Endowment

Honor Society of Sigma Lambda Alpha



MELISSA KALNASY is a planner and Geographic Information Systems (GIS) technician who received both her Bachelor's and Master's Degree in Urban and Regional Planning from Eastern Michigan University. From a planning perspective, she has been involved in conducting public engagement sessions and has experience dealing with zoning, variances, site plan review, and updating ordinance language. Additionally, she has worked with the Grosse Pointe Public School System in the coordination of the District-Wide Walkability Program.

Regarding her GIS experience, she is versed in completing data analysis, and updating and creating a variety of maps, including those to help shape Master Plans to those involved in more specialized projects. She has also conducted existing land use surveys in order to accurately reflect client communities in the maps she prepares. Prior to her employment at CWA, she completed her internship with the Van Buren Township Downtown Development Authority.



EDUCATION

MURP, Master Urban and Regional Planning | Eastern Michigan University

BS, Urban and Regional Planning | Eastern Michigan University

EXPERIENCE

Planner, Carlisle | Wortman Associates, Inc.
Ann Arbor, MI, 2019-Present

Intern, Van Buren Township DDA
Van Buren Township, MI, 2018-2019

Graduate Assistant, Eastern Michigan University URP Department
Ypsilanti, MI, 2015-2016

EXPERIENCES & REFERENCES

SECTION 6

RELEVANT EXPERIENCE WITH CLIENT COMMUNITIES:

For over thirty-five years, CWA has been a partner in planning with several communities. In a number of these communities, CWA has maintained regularly scheduled office hours. During these hours, CWA is available to client staff, Officials and residents for development meetings, reviews, interaction with the public, zoning administration and other daily tasks. On unscheduled days, CWA is available to staff via telephone and/or email and can accommodate special appointments as necessary.

The following people are some of the clients with whom we have worked with in southeast Michigan. We encourage you to call them to discuss our professional performance and skills.

DEREK DELACOURT, Community Services Administrator
City of Ann Arbor
301 E. Huron St.
Ann Arbor, Michigan 48104
DDelacourt@a2gov.org
734-794-6000, ext 4390

PAT KITTLE, Supervisor
Independence Township
6483 Waldon Center Dr.
Clarkston, MI 48346
(248) 625-5111

BRENDA STUMBO, Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
bstumbo@ytown.org
(734) 484 - 4700

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FEES & BILLING RATES

SECTION 7

FEES

For budgeting purposes, we have provided two (2) billing options. Please note that for any option, our costs for development review and private initiated actions can be costs borne by the applicant. If desired, we can work with the City to establish a development review fee schedule to pass along our costs to the applicant. Our current development review fee schedule will be provided upon request.

A. Typical Monthly Retainer-Planning Services

Carlisle|Wortman Associates, Inc. (CWA) will be represented by Ben Carlisle, Principal, for office hours.

Option 1. Monthly retainer shall be \$6,000 and would include assistance at City offices one (1) full day per week and the following:

- Attendance at two (2) Planning Commission meeting a month.
- Attendance at up to two (2) Council meetings a month.
- Attendance at one (1) ZBA meeting a month.
- Unlimited telephone/e-mail consultation with staff.
- Keep City officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.

We will be happy to revise our estimate based on a negotiated number of meetings.

Option 2. Bill at an performed hourly based on the fees provided below:

Project Team	2021 Rate	2022 Rate	2023 Rate
Principal (R. Carlisle) Special Projects	\$130.00	\$135.00	\$140.00
Principal (B.Carlisle)	\$110.00	\$115.00	\$120.00
Landscape Architect (C. Nordstrom)	\$90.00	\$95.00	\$100..00
Graphics (GIS) Technician	\$80.00	\$85.00	\$90.00
Support Staff	\$65.00	\$70.00	\$75.00

C. Major Studies and Amendments

From time to time, the City may request more in-depth studies, amendments, etc. In this case, we will bill our time based on current hourly rates or provide City Staff with a written not-to-exceed cost proposal, if requested.

D. Billing

Detailed invoices are mailed monthly.

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INSURANCE

Carlisle | Wortman Associates, Inc. maintains General Liability, Automotive Liability, and Professional Liability insurance. Workers Compensation Insurance and statutory coverage is also maintained. Evidence or proof of insurance shall be provided if requested by the community.

DISCLOSURES

Availability

Carlisle|Wortman Associates is available to start work immediately.

Financial Capability

Carlisle | Wortman Associates, Inc. is a Michigan corporation established in May of 1991. Prior to May of 1991, Carlisle Associates was organized as a sole proprietorship. There exists no conflicting financial or professional interest in the community which would not allow us to perform services.

We are a municipal consulting firm and, as a result, our business is financially stable. We invite you to consult our banking reference:

Mary Hays, Bank of Ann Arbor, (734) 761-9828

Ethics

All planners employed by Carlisle | Wortman Associates, Inc. follow and are bound by the Michigan Association of Planning and American Planning Association Code of Ethics that require full disclosure of any potential or real conflicts of interest.

An Equal Opportunity Employer

Carlisle | Wortman Associates, Inc. interviews interested applicants and maintains a file of resumes and applications for employment. Race, color, age, sex, creed, or national origin shall not be considered in evaluating any person for employment, merit increases, promotion, termination for cause, or reduction in force, or any other such action affecting employees.

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APPENDIX

- Signature Page (originals included in mailed packet)
- Project Sheets

SECTION 6: TERMS AND CONDITIONS - continued
SIGNATURE PAGE

CONTRACT:

The contract will remain firm until contract expiration.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Beny R. Carlin

ORGANIZATION Carlisle | Wortman Associates

ADDRESS 117 N. First St CITY AZ STATE M ZIP _____

PHONE (____) _____ FAX (____) _____

ORGANIZATION'S REPRESENTATIVE NAME Benjamin Carlisle
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

E-MAIL: bcarlisle@cwaplan.com

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this SOQ must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this SOQ process.

ACKNOWLEDGEMENT: I, Benjamin Carlisle, certify that I have read the *Instructions to Organizations* (3 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Ben R. Carlin

NOTE:

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

CURRENCY:

Contract prices will be in U. S. Funds.



Planning and Consulting Services
Page 1 of 3

SECTION 8: ORGANIZATIONAL QUESTIONNAIRE

DATE: 01/07/21
Month/Date/Year

ORGANIZATION NAME: Carlisle Wortman Associates

ESTABLISHED: 19 / 20 STATE: MI

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- ☒ c. Corporation
- d. Joint Venture
- e. Other

If applicable:

FORMER ORGANIZATIONAL NAME(S)

YEARS IN BUSINESS

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. How many years has your organization been providing planning consulting services?
(10 years minimum)

35+ YEARS Explain (if in a related field): _____

2. Describe your organization's background and its business structure. Describe capabilities specific to the scope of work within this SOQ.

Provide similar planning services as requested in the SOQ to over
50 communities in the state.

3. Provide any unique qualifications, prior experience or similar projects that demonstrate your organizations approach and understanding of this project.

Same as #2.



Planning and Consulting Services
Section 8: Organizational Questionnaire - continued
Page 2 of 3

4. Provide a listing of personnel from the organization who would be assigned to this account.

Please provide resumes, copies of certifications, registrations, qualifications, degrees, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section.

TITLE	NAME	DEGREE/ CERTIFICATION	EXPERIENCE/ YEARS
President	Richard Carlisle	Masters in Planning	40 years
Principal	Ben Carlisle	Masters in Planning	20 years
Landscape Arch.	Chris Nordstrom	Masters in Landscape Architecture	10 years

5. What is your organization's experience relative to planning and zoning investigations and report writing along with the development of planning programs and policies?

Same as #2.

6. Please explain your firm's approach to meeting project timetables and include your normal turnaround time for the activities specified.

We work at the request of the TWP. Our turnaround time for work is always completed in a timely manner.

7. References – please list at least three (3) local government jurisdictions where your organization currently provides planning consultant services that are similar in scope to the type of work described in this SOQ. Include any appropriate information your organization feels substantiates your qualifications, track record and commitment to providing these services. A contact name and listed information is required.

Entity Name	Address	Business/Agency Affiliation	Contact Name	Phone Number
City of Ann Arbor		Derek Delacourt, Community Services Admin.	(734)	794-6000
Ypsilanti Township		Brenda Stumbo, Supervisor	(734)	484-4700
Independence Township		Pat Kittle, Supervisor	(248)	625-5111

ORGANIZATION NAME: CWA



Planning and Consulting Services
Section 8: Organizational Questionnaire - continued
Page 3 of 3

8. List all contract commitments your organization has been engaged to perform for 2021/2022. Give organization name, name of contract and value of contract.

ORGANIZATION	CONTRACT	VALUE
We have contracts with over 50 communities. We can provide their contracts upon request.		

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Organization Representative: _____

Representative's Name: Ben Carlisle

Organization Name: (print)
Carlisle Wortman Associates

Address: 117 N. First St. #70 Ann Arbor MI 48104

Phone Number: (734) 662-2200

Fax Number: (734) 662-1935

E-mail: bcarlisle@cwaplan.com

Date: January 7, 2021



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A corporation duly organized and doing business under the laws of the State of Michigan
for whom Ben Carlisle, bearing the office title of Principal
, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A partnership, all members of which, with addresses, is:

<u>Richard Carlisle</u>	<u>117 N. First St. #70 Ann Arbor MI</u>	<u>48104</u>
<u>Doug Lewan</u>	<u>"</u>	<u>"</u>
<u>Ben Carlisle</u>	<u>"</u>	<u>"</u>
<u>John Enos</u>	<u>"</u>	<u>"</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

<u>Ben Carlisle</u>	<u></u>
---------------------	---------



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☒ I am able to certify to the above statements.

Carlisle Wortman Associates

Name of Agency/Company/Firm (Please Print)

Ben Carlisle, Principal

Name and title of authorized representative (Please Print)

Ben R. C.

Signature of authorized representative

Date

☒ I am unable to certify to the above statements. Attached is my explanation.



Proposer's Sworn and Notarized Familial Disclosure
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of Carlisle/Wortman Assoc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

Carlisle/Wortman Associates and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

Carlisle/Wortman Associates

By: Ben Carlisle

Its: Principal

STATE OF MICHIGAN)
)ss.

COUNTY OF Washtenaw)

This instrument was acknowledged before me on the 12 day of January, ²⁰²¹2020, by

Sonja Marie Shorsch



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Carlisle Wortman Associates
Street Address	117 N. First St. #70
City	Ann Arbor
State, Zip	MI 48104
Corporate I.D. Number/State	
Taxpayer I.D. #	#38-2989393

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: Ben R. Carlisle

Printed Name of Vendor's Authorized Agent: Ben Carlisle

Witness Signature: Sonya Sherowski

Printed Name of Witness: Sonya Sherowski

G:\ BidLanguage_IranLinkedBusiness



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Benjamin BarCarlisle, being duly sworn deposed, says that he/she
(Print Full Name)

is Principal. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

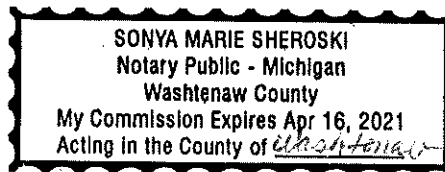
Ben C.
SIGNATURE OF PERSON SUBMITTING BID

Sonya Marie Sheroski
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 12 day of January, 2021 in and for _____
Washtenaw County.

My commission expires:

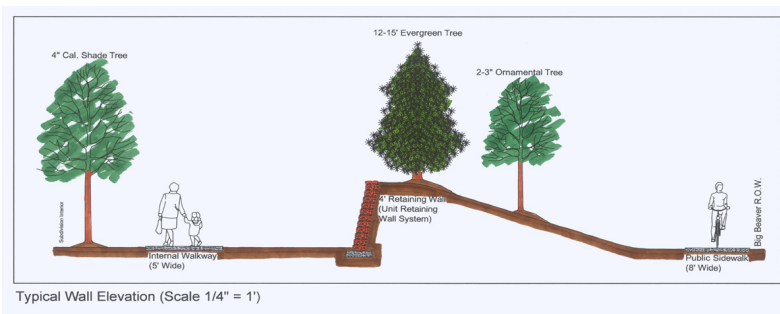
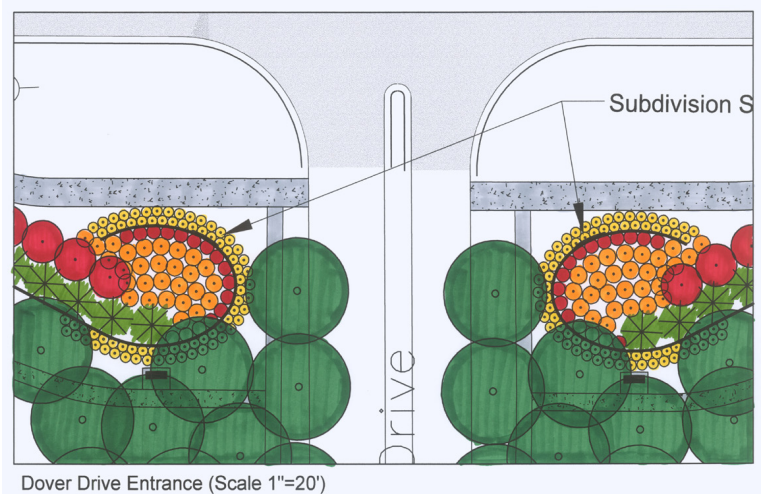
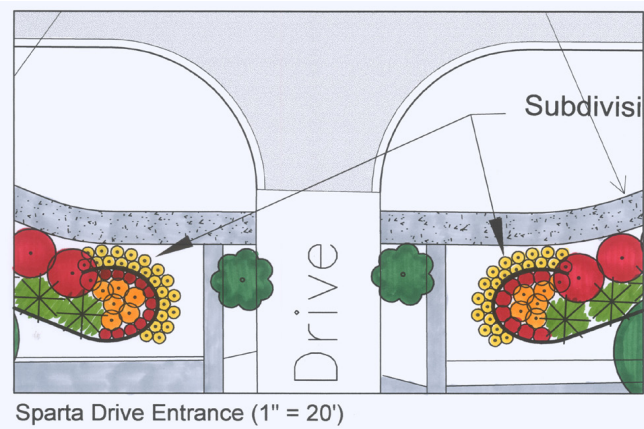
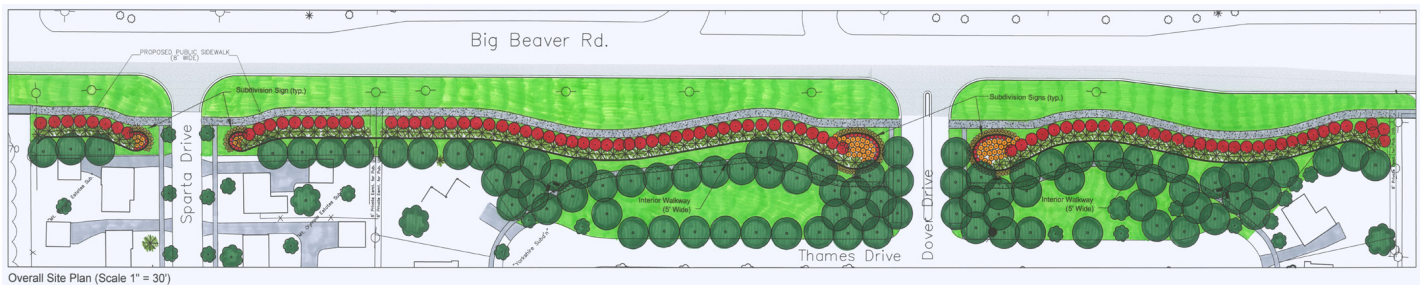
April 16, 2021





BIG BEAVER ROADWAY BUFFER City of Troy

Over the past several decades, the Big Beaver corridor in Troy has grown to an eight-lane boulevard carrying tens of thousands of cars daily. As a result, a well-established residential community along Big Beaver was experiencing ever increasing levels of traffic noise and lights from the roadway. When a recent road widening project was proposed, it provided the City with the opportunity to purchase open space along the corridor and build a buffer consisting of a large berm along Big Beaver and a retaining wall along the internal residential street. Carlisle/Wortman was retained to design an attractive landscaping scheme for the berm to screen the road from the homes, and buffer the street noise and lights. An added benefit of this project was the creation of a neighborhood park on the residential side of the berm.





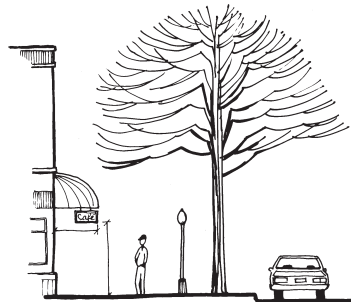
CENTRAL MIXED DEVELOPMENT REGULATIONS City of Clawson

The intent of the Central Mixed Development (CMD) District is to implement the Downtown Clawson Urban Framework Design Plan. It preserves and enhances the commercial “main street” character of downtown Clawson and ensures that new development is compatible with the desired character. The CMD district also:



- Serves as a downtown neighborhood and community shopping center which is functionally and architecturally integrated with other uses in the area
- Encourages a mixed use environment
- Promotes pedestrian oriented buildings and uses
- Encourages vehicular access to parking lots from alleys rather than streets
- Fosters multiple story buildings
- Furthers shared parking and access
- Encourages buildings to be located at the edge of the public right-of-way
- Recognizes and affirms the function of the traditional urban downtown center

Development standards were developed to regulate land uses, building placement, building size and height, access, façade design, and parking. The regulations also addressed signs and other design features.

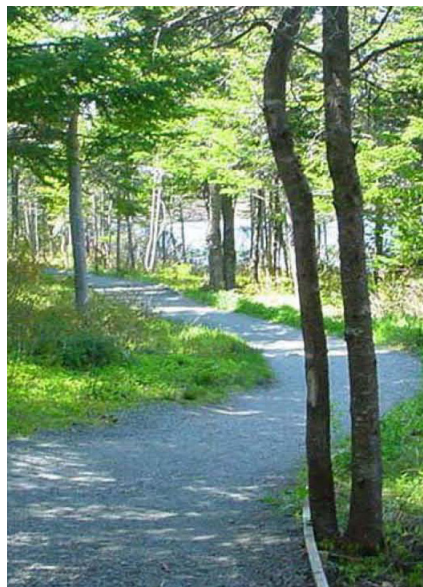




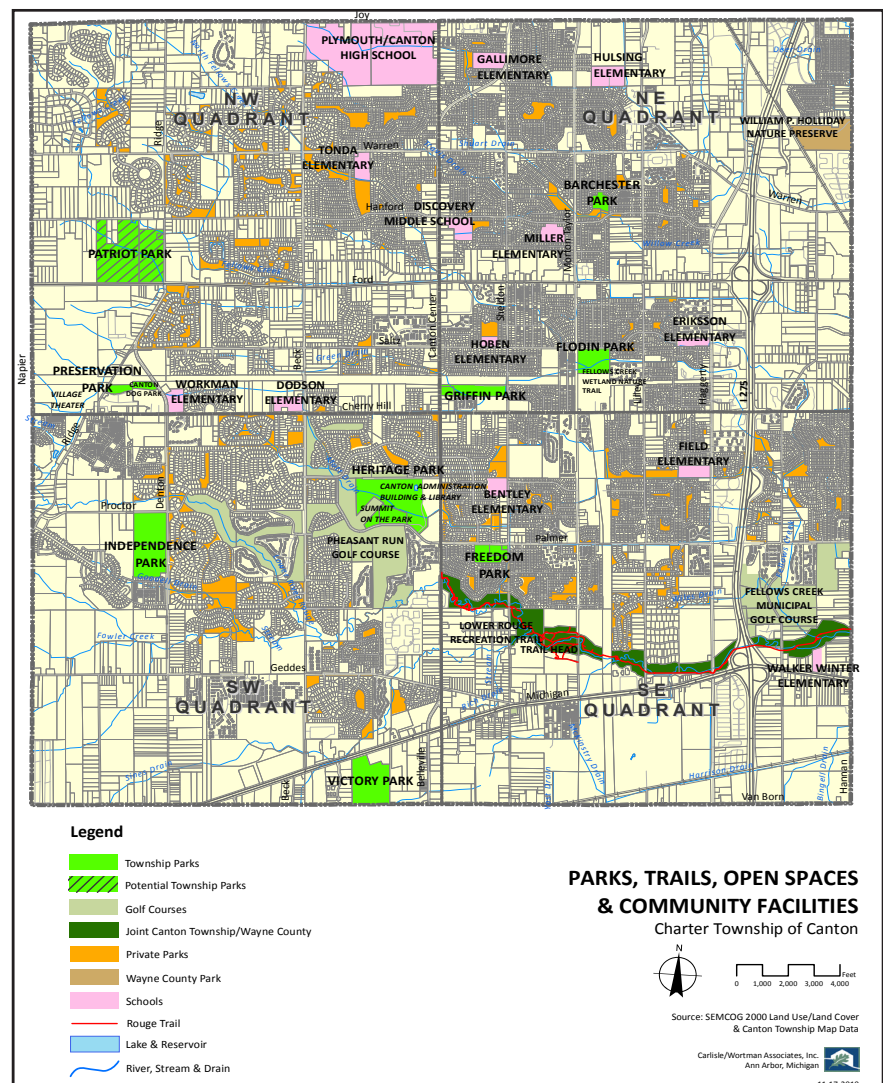
PARKS AND RECREATION MASTER PLAN Canton Township

Leisure and recreation services have played a big role in the development of Canton Township. Canton's nationally-acclaimed recreation system gives residents a high quality of life, and has grown over the years through careful planning and innovation. The 2011 Parks and Recreation Master Plan continues this trend of innovation by developing a plan that addresses the traditional topics of community character, inventories, and goal setting, but in a strategic way.

Strategic planning is defined in many ways, but the basic premise is to envision where you want to be, and use your available resources to their greatest potential to get there. The goals of this plan, and Leisure Services' future direction, were determined by talking with residents, public officials, Leisure Services staff, volunteers, and partners. This input was melded with careful analysis of the Township's population characteristics, its current programming and facilities, and Leisure Service's organizational structure and resources to come up with a plan of action to meet the goals set out by the community. This plan's greatest assets are the clear direction it provides the Leisure Services department, and the ways in which they can use the resources they currently have available to meet their goals. In the difficult economic times in which this plan was developed, doing more with what they have was essential to plan's adoption.



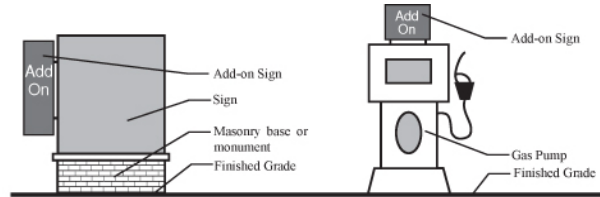
www.cwaplan.com



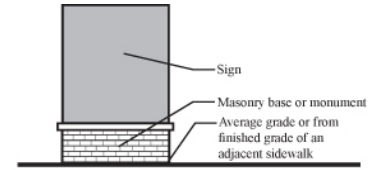


SIGN ORDINANCE Canton Charter Township

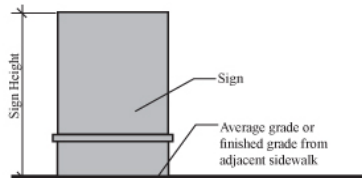
In 2006, CWA (in association with Hamilton Anderson Associates) updated Canton Charter Township's Sign Ordinance. These wholesale upgrades featured updated definitions, modernized graphics, and reader-friendly organization/formatting.



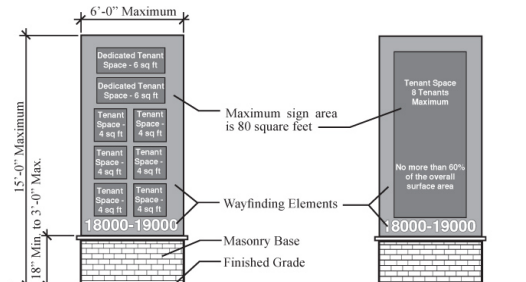
6A.01.02 Add-On Sign



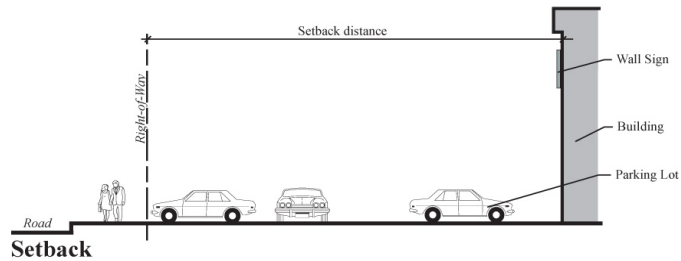
6A.01.17 Ground Sign



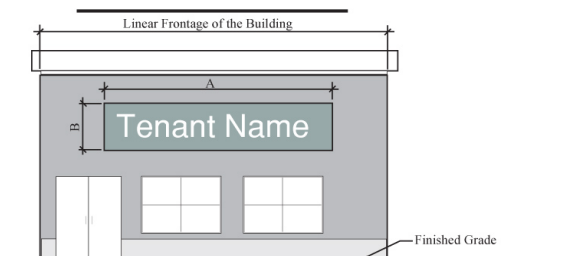
6A.01.36 Sign Height



6A.22.04 Multiple Tenant Signs



Setback



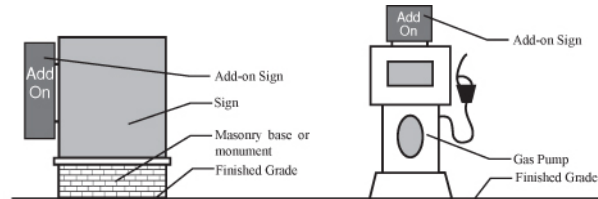
6A.17 Sign Area

• Sign Area Calculation:
Linear Frontage of Building or Tenant Space X one square foot = Total square foot of Wall Sign (A x B)

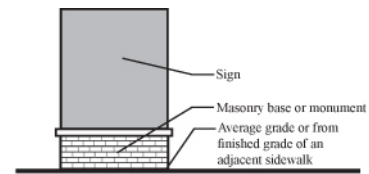


SIGN ORDINANCE Canton Charter Township

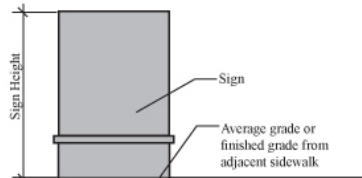
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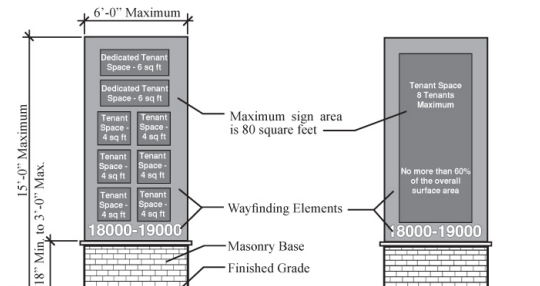
6A.01.02 Add-On Sign



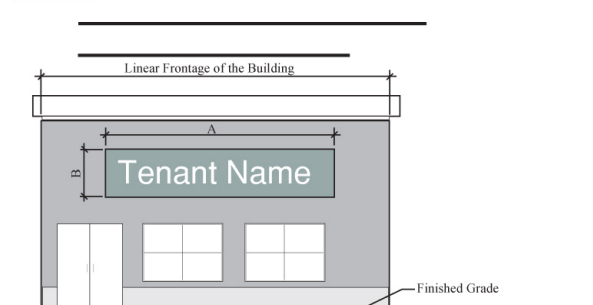
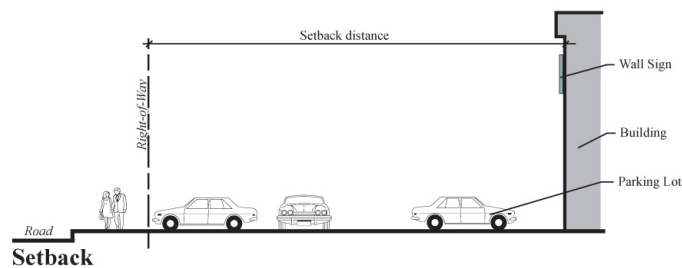
6A.01.17 Ground Sign



6A.01.36 Sign Height



6A.22.04 Multiple Tenant Signs



6A.17 Sign Area

• Sign Area Calculation:
Linear Frontage of Building or Tentant Space X one square foot = Total square foot of Wall Sign (A x B)

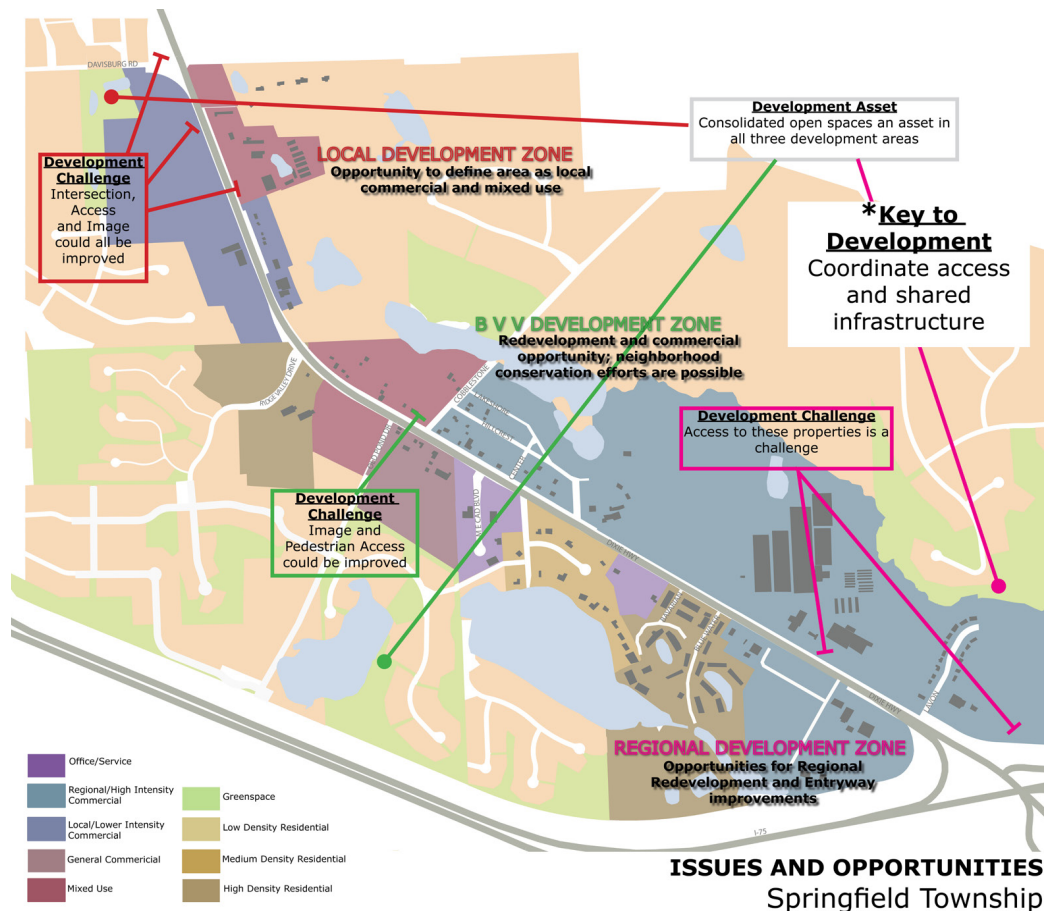


DIXIE HIGHWAY CORRIDOR PLAN Springfield Township

Dixie Highway in Springfield Township contains the community's largest concentration of commercial businesses. This five-lane roadway acts as Springfield's "main street," providing residents with a broad range of shopping and service opportunities. However, due to a number of factors such as the limited available utilities and the shallow depth of some parcels, this corridor has not developed to its full potential.

With the assistance of Carlisle/Wortman Associates, the Township created the Dixie Highway Corridor plan in 2000, and updated this plan in 2009. The plan update began by forming a steering committee of corridor business and property owners. This group identified opportunities to advance investment on Dixie Highway and priority steps that should be taken to address the most important impediments to development. The Township Board and Planning Commission members were then engaged to identify and build consensus on design elements for corridor improvements.

The plan addresses the most important issues facing the corridor, including roadway infrastructure, access management, corridor visual image, pedestrian / non-motorized improvements, and economic development. The document also provides conceptual land use districts and arrangements.





MASTER PLAN 2040 Ypsilanti Township, Michigan

Ypsilanti Township, while the most populous township in Washtenaw County, is home to historic neighborhoods, a diverse economic base, agricultural lands, and quality recreational and open space areas. In the last decade, the Township, along with the region, persevered through a global recession that resulted in demographic shifts, community desires, and land use challenges in their community. Recognizing these changes, Ypsilanti Township launched a community-based, master plan process called Ypsilanti Township 2040, in the fall of 2018. Based on a shared community vision and analysis of current demographic and market data, the resulting Master Plan, adopted in the beginning of 2020, became a policy road map for land use, development, reinvestment, transportation, and housing.

The master plan process was based on community engagement and current data. The process reached hundreds of Ypsilanti Township residents, workers and business owners through a project website, social media, a statistically valid survey, two multiday workshops, community meetings, presentations to appointed and elected officials and attendance at dozens of neighborhood meetings. Every part of the Master Plan's vision, mission, goals and strategies were influenced or directly attributed by community participants. The final product was a highly graphic, easily read document, with each chapter written to be read on its own or as a part of the larger whole. The Plan was awarded the 2020 Daniel Burnham Award for a Comprehensive Plan from the Michigan Association of Planning.





FORM BASED ZONING REGULATIONS Troy, Michigan

Project Highlights:

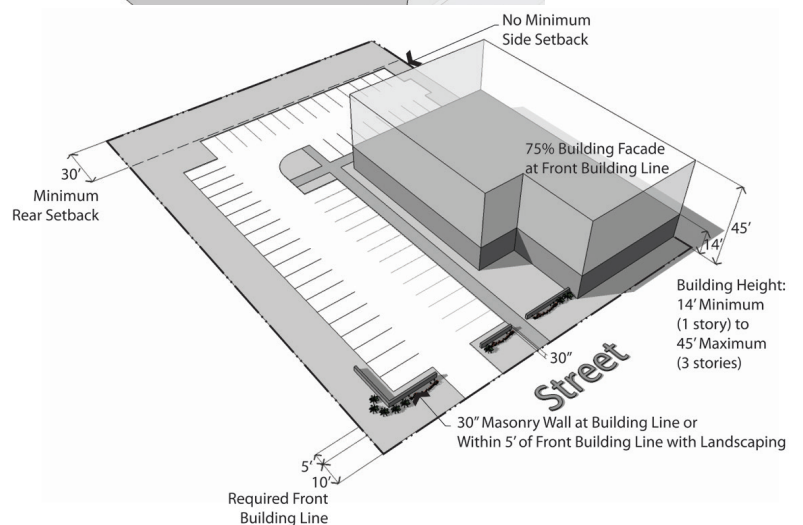
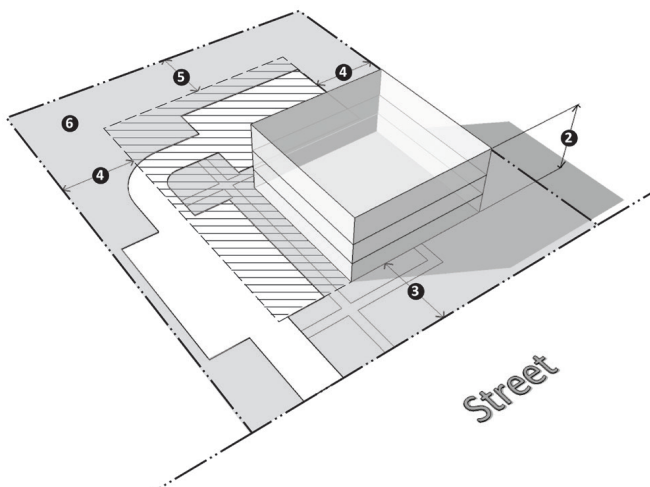
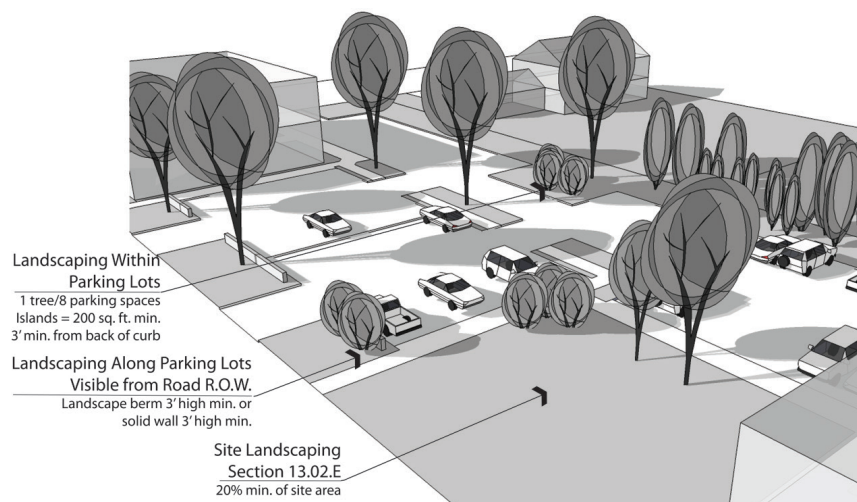
Troy's form based regulations:

- Ensure that development is of human scale, primarily pedestrian-oriented and designed to create attractive streetscapes and pedestrian spaces
- Promote infill development and redevelopment to expand the employment and economic base
- Promote mixed-use development horizontally and vertically
- Ensure reasonable transition between higher intensity development and adjacent neighborhoods
- Improve mobility options and reduce the need for on-site parking by encouraging alternative transportation

The City of Troy zoning ordinance uses both conventional and form based zoning regulations. Troy has opted to emphasize regulating urban form over land use for those areas of the City where more compact mixed-use development was desired.

Troy's form based zoning regulations are based on site context and building form. Site context is derived from existing and desired characteristics of the area and distinguishes areas of the City by lot size and configuration, street patterns, location, and intensity of use. Building form addresses the manner in which buildings and structures relate to their lots, to other buildings, and to the street. It governs building height, placement, configuration, parking location, and other design factors. By regulating form, allowable land uses in these areas are less restrictive than in conventional districts, permitting a wide variety of uses by right.

Troy's zoning ordinance was designed as an interactive online document with numerous graphics and links.



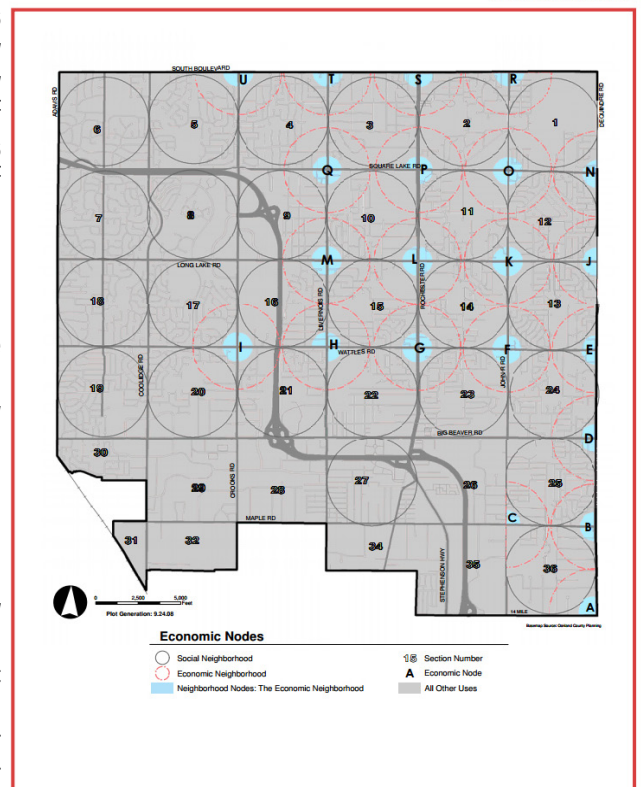


MASTER PLAN City of Troy

The City of Troy is a regional center for employment, world class shopping, sports and entertainment, and a high quality of life. Troy is a community of strong residential neighborhoods and exemplary schools. Second only to Detroit in the State of Michigan in terms of total property value, and one of the largest cities in the State in terms of population, Troy's complexity demanded that the development of the Master Plan explore a very wide variety of topics based around an all new approach.

Troy competes on a national market level for top companies and developers. The City prides itself on its state-of-the-art infrastructure and reputation for innovation which help it build relationships with nationally known corporations. Consequently, Troy is home to many corporate headquarters and therefore has a regionally critical role in the future of Southeast Michigan. In light of the statewide economy, the City of Troy is determined to solidify its status as a regional leader in economic development, smart growth, and sustainability.

These challenges and goals demanded a new philosophy toward city planning. To accomplish this, Carlisle/Wortman Associates employed a new tool, the Smart Growth Readiness Assessment, to gain public input, and used existing relationships with many key stakeholders in the City to build a strong foundation of community input. The Master Plan itself is organized around important topics the City is facing, rather than simply on the conventional template used in years past. Using a topic-based approach, the City has been able to analyze in great detail those issues most crucial to the City's continued success.



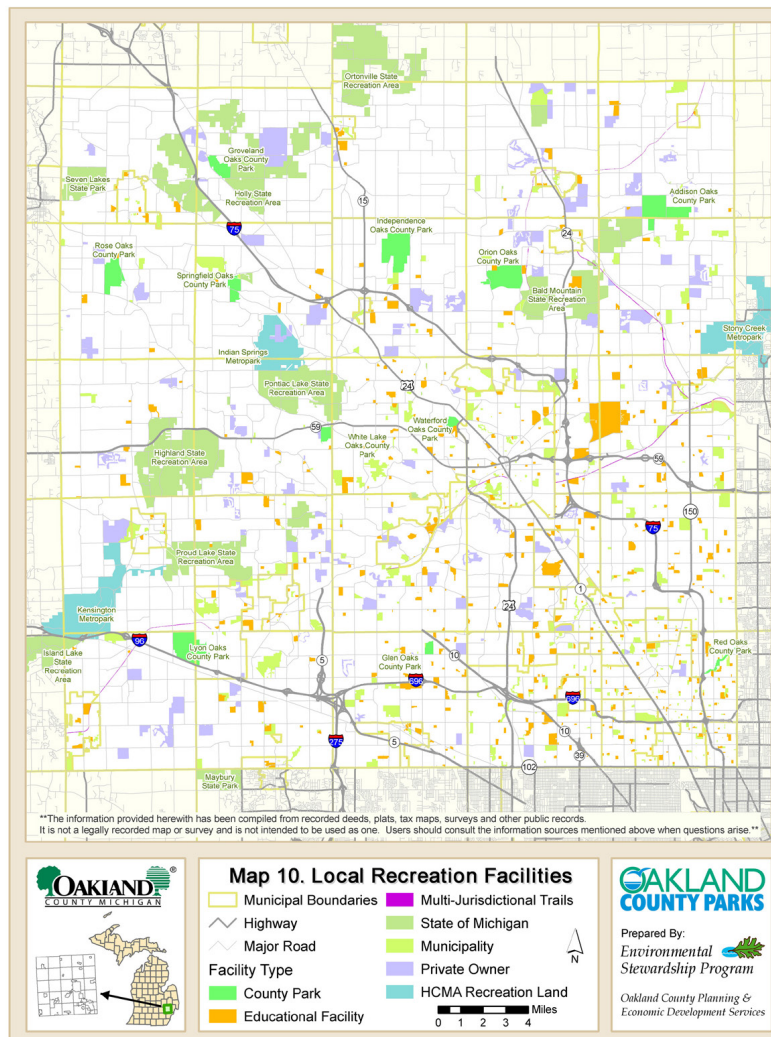


PARKS AND RECREATION MASTER PLAN Oakland County



Carlisle/Wortman Associates prepared the Parks and Recreation Master Plans for Oakland County Parks in 1992, 1997, and most recently in 2007. The updated Master Plan is the guiding document by which Oakland County Parks can continue its mission to provide a county park system that enhances the quality of life of the residents of Oakland County.

The 1992 Master Plan relied heavily on data gathered from a resident survey, park user feedback and Parks and Recreation Commission and staff structured retreat conducted to establish the Commission mission statements, goals and policies. The 1997 and 2007 Parks and Recreation Master Plan updates continue to focus on responding to the changing recreational demands and needs of county residents. The plan formulates goals and objectives which are based on identified recreation needs and opportunities. The most recent goals and priorities are land acquisition and natural resource preservation, high quality park facilities and recreation programs, exceptional services, increased coordination, and fiscal responsibility.





REDEVELOPMENT READY COMMUNITIES PROGRAM

The Redevelopment Ready Communities (RRC) Program is a Michigan Economic Development Corporation (MEDC) initiative that certifies a community as “development ready” and competitive in today’s economy. The program has been owned and operated by the MEDC since 2011.

However, the program was initiated in 2003 by the Michigan Suburbs Alliance (MSA), with assistance by staff members of Carlisle/Wortman Associates (CWA). MSA and CWA staff worked together to author the best practices, vet the practices through Washington D.C. think tanks, and field-assess twelve Michigan communities. Since MEDC assumed ownership, CWA’s role has been to provide staff guidance as part of the state-wide advisory council.

CWA STAFF HAS
CONDUCTED FIELD
ASSESSMENTS FOR THE
FOLLOWING COMMUNITIES:

- BENTON HARBOR
- EASTPOINTE
- FERNDAL
- GROSSE POINTE WOODS
- HAMTRAMCK
- HAZEL PARK
- MOUNT CLEMENS
- PONTIAC
- RIVER ROUGE
- ROSEVILLE
- SOUTHFIELD
- YPSILANTI

During a typical field assessment of a community’s development ready status, six best practices are tested:

1. Community Plans and Public Outreach
2. Zoning Policy and Regulations
3. Development Review Process
4. Education and Training
5. Redevelopment Ready Sites
6. Community Prosperity



After the assessment, a final report is developed for the community, providing a tool with recommendations on how to strengthen daily practices, which lead to better opportunities for development. RRC Certification of the community is awarded when the level of integration, predictability, and efficiency used during daily operations meets the best practices.

Communities served by CWA staff include:

- | | | |
|-----------------------|-----------------|---------------|
| • Berkley | • Hazel Park | • River Rouge |
| • Dearborn | • Hillsdale | • Roseville |
| • Eastpointe | • Lincoln Park | • Southfield |
| • Ferndale | • Midland | • Warren |
| • Grosse Pointe Woods | • Mount Clemens | • Ypsilanti |
| • Hamtramck | • Pontiac | |

CWA currently serves on the MEDC RRC Advisory Board.

The following link provides complete program information: <http://www.michiganbusiness.org>. Or you can contact David Scurto of Carlisle/Wortman Associates at (734) 662-2200 or dscurto@cwaplan.com.



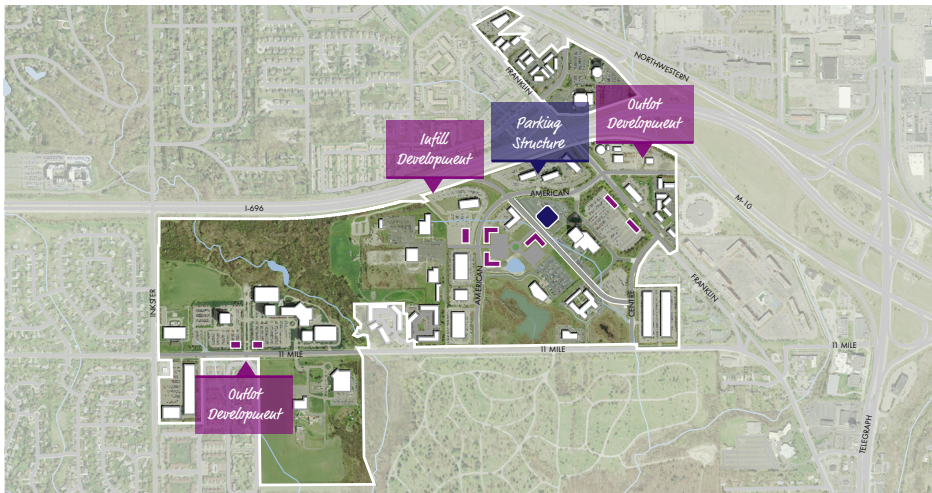
SOUTHFIELD SMARTZONE ACTION PLAN

City of Southfield

The Action Plan was developed in 2014 to advance economic growth and development in the Southfield SmartZone. SmartZones are State designated areas target attraction of technology based businesses. SmartZones support high tech ventures such as biotech, information technology and advanced manufacturing. The Southfield SmartZone was developed as an integral component of Automation Alley by locating strategic employers, cooperative programs, and initiatives within the zone in order to design a center for jobs and wealth creation.

The SmartZone Plan provides a realistic road map of land use planning, redevelopment, infill development, and specialized areas of development focused on encouraging quality places, entrepreneurial networks, talent and creative business attraction, and positive branding narratives. This Plan recommends five priorities for establishing the Southfield SmartZone as a vibrant, technology park with flexible office space and generous amenities for employees and residents:

- Placemaking and Beautification
- Marketing and Communication
- Programming, Partnerships, and Business Incubation
- Infrastructure Improvements
- Infill Development and Growth Opportunities





MASTER PLAN PUBLIC ENGAGEMENT Charter Township of Ypsilanti

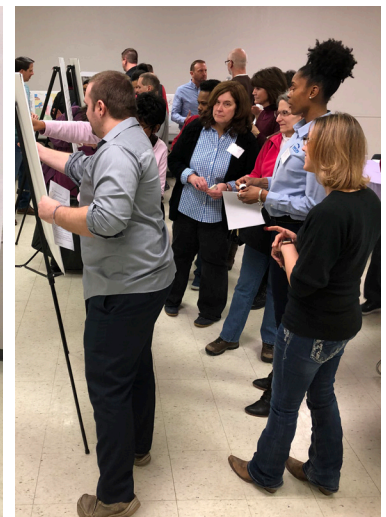
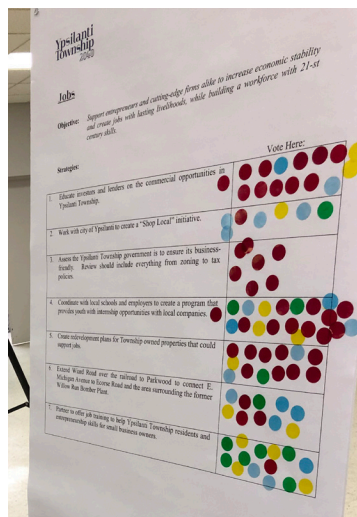
Ypsilanti Township leadership asked for a community-based process to update the community's Master Plan in 2018 and 2019. A variety of community engagement techniques were used to reach hundreds of Township residents resulting in over a thousand interactions:

Steering Committee: A steering committee of ten individuals representing neighborhoods and institutions from across the Township helped to design community engagement activities, such as multi-day workshops.

Project Website and Social Media: A website, as well as MailChimp, Twitter, Instagram and Facebook accounts were created for online participation, up to date information and invitations to events.

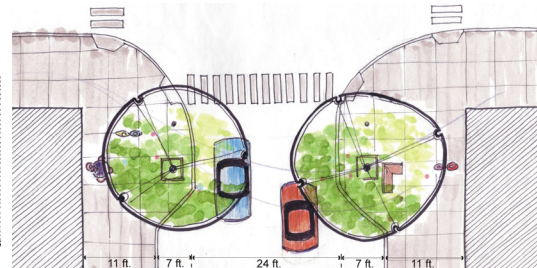
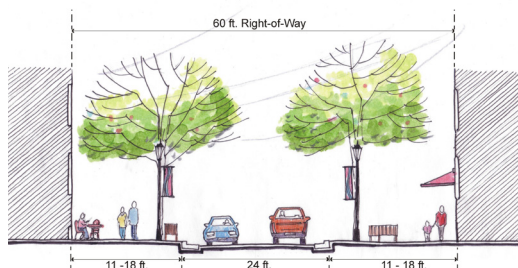
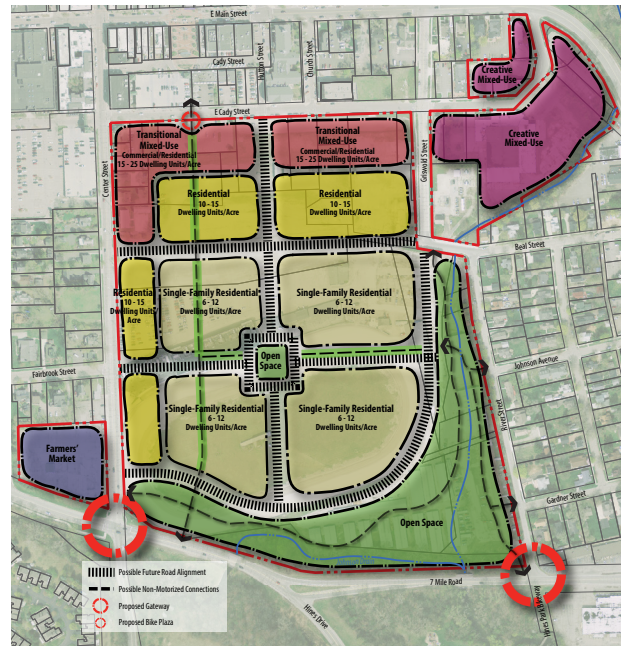
Survey: A statistically valid survey was conducted early in the process. Over 500 Township residents and business owners responded to the survey both online and through mail. The information helped CWA to analyze changes since the previous Master Plan and visualize the current state of the Township.

Multi-Day Workshops: Two multi-day workshops were hosted, with over two hundred participants overall. The first workshop offered a variety of tours, public meetings, a "happy hour" and an open studio. Six themes emerged from the workshop that became the goals of the Master Plan. The second workshop centered on an open studio and concluded with a pancake breakfast, where community members voted on strategies to be included in the Master Plan.





In addition to working with the Planning Commission, CWA staff also provides administrative services to the Board of Zoning Appeals and the Historic District Commission. Services include liaison to applicants and application reviews, staffing meetings, guideline and bylaw updates, and communication between the boards and City Staff and Administration. We provide tracking reports for monthly meetings to the City Staff and follow up on board requests/issues with the City Administration.





Statement of Qualifications

Planning and Consulting Services

The City of Troy is seeking to qualify contractors to provide “Planning and Consulting Services” for the City of Troy. The effective date of the resulting contract will be April 1, 2021 (or upon City Council approval, whichever is later) through March 31, 2024, with the option to renew the contract for two (2) additional years.

The objective is to solicit statement of qualifications from organizations that have the experience, capability, and proven track record to perform various planning and zoning services for the City of Troy as outlined in the Scope of Service.

The selected contractor will be required to complete an “Agreement for Planning and Consulting Services”.

All organizations who would like to be considered for these services are invited to submit an electronic copy of their qualifications in pdf format, using the attached documents.

DATE: DECEMBER 18, 2020



Section 1: Section Guide
Planning and Consulting Services

Section 1: Section Guide – 1 Page
Section 2: Instructions to Organizations – 3 Pages
Section 3: Statement of Qualifications Content – 1 Page
Section 4: Criteria for Selection – 1 Page
Section 5: Insurance and Indemnifications Requirements – 3 Pages
Section 6: Terms and Conditions – 3 Pages
Section 7: Scope of Services – 3 Pages
Section 8: Organizational Questionnaire – 3 Pages
Section 9: Attachments Forms (5 Forms) Sample Insurance Certificate – 4 Pages Statement of No Interest – 1 Page Agreement for Planning and Consulting Services – 4 Pages



STATEMENT OF QUALIFICATIONS

SECTION 2: INSTRUCTIONS TO ORGANIZATIONS

December 18, 2020

Sealed Statement of Qualifications (SOQ) for PLANNING AND CONSULTING SERVICES for the **CITY OF TROY** will be *electronically* received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY JANUARY 14, 2021, at 10:00 AM E.D.T.**, after which time they will be publicly opened and read in the Troy City Offices. **Late bid submittals will not be accepted. Electronic Bid Submission only.**

Specifications are listed in the Statement of Qualifications (SOQ) form on file in the office of the City Clerk. The City reserves the right to reject any or all SOQ's, to waive any irregularity or informality in any SOQ received, and to accept any SOQ or part thereof, which it shall deem to be most favorable to the interests of the City of Troy.

1. Any and all statement of qualifications (SOQ) submitted must be on the City of Troy SOQ forms. If more than one SOQ is submitted, a separate SOQ form must be used for each. Forms are obtainable at the on the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info.
2. If further information regarding this SOQ is required, please contact the Purchasing Department, (248) 680-7291.
4. **VENDOR CHANGES OR ALTERATIONS TO DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A SOQ BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a SOQ document will be in the areas provided for a organization's response, including the "Exceptions" section of the SOQ. If a change or alteration to the documents is undetected and the organization is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the SOQ document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the document.

The provisions in the SOQ, including any changes, modifications or additions to the Authorized Version, shall bind any organization who submits a SOQ document and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the document. The Authorized Version of the SOQ document shall be that document appearing on the MITN System with any amendments and updates. If a contract is awarded to a organization who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the SOQ, and that organization fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that organization.

4. VENDOR CHANGES... (Continued)

The City of Troy officially distributes SOQ documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network website (MITN). Copies of SOQ documents obtained from any other source are not considered official copies. Only those organizations who obtain SOQ documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, www.mitn.info, and obtain an official copy.

5. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The City will furnish the successful contractor with tax exemption certificates when requested and applicable.
6. Each request for information within the SOQ document must be completed with a response. All information requested herein shall be submitted on or before the date and time indicated. Failure to do so may result in rejection of the SOQ as non-responsive and/or incomplete. The organization must initial any corrections. The SOQ is to be completed in legible form, preferably typewritten.
7. The response must follow the format outlined in this SOQ document. Supplemental information should be provided in additional sections following the same numbering scheme. Responses should be concise and complete.
8. Any additional written material such as professional records, certifications, etc. your organization deems important may be attached and submitted to augment the data. It is not necessary to include expensive custom binders, displays, or other materials unless the organization believes such materials are necessary to the SOQ.
10. **TIMELY SUBMITTALS:** Late submittals will not be accepted.
12. The City does not intend to pay for any information provided in the Statement of Qualifications. Further, the City will not be liable for any costs incurred in Statement of Qualifications preparation, presentation, or contract negotiations.
13. During the evaluation process, the City of Troy reserves the right, where it may serve the City's best interest, to request additional information or clarification from the organizations submitting a SOQ.
14. **PUBLIC INFORMATION:** All submitted SOQ documents and information submitted will become a public record upon their delivery to the City Clerk.
15. A successful bidder furnishing labor on City/public premises does agree to have his/her workers covered by Worker's Compensation, General Liability, and Automobile Liability and to furnish a certificate of insurance showing coverage to the City of Troy within five (5) business days of a verbal request. The "Company Representative" does warrant that by signing the SOQ document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
16. To the fullest extent permitted by law, the successful contractor 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.

17. To the extent permitted by law, the City of Troy and the successful contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

SPECIAL INSTRUCTIONS

- The final contract holder agrees to hold all prices firm through contract expiration.
- Final SOQ results will be posted on the MITN website after the final organization is selected and a contract awarded. Please register to see results - www.mitn.info.
- IMPORTANT: Bids will be received electronically on the MITN website. Note, Troy City Hall is closed to the public due to COVID-19. Bid openings are being conducted in accordance with City Charter and Code utilizing Go-To Meetings. If interested, Bidders can attend bid openings utilizing Go-To Meeting. Bid opening information and the meeting code is included below. Please contact MaryBeth Murz, Purchasing Manager, m.murz@troymi.gov with any questions regarding the bid opening.

BID OPENINGS

Thu, Jan 14, 2021 10:00 AM - 11:00 AM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/678501221>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (312) 757-3121

- One-touch: <tel:+13127573121,,678501221#>

Access Code: 678-501-221

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/678501221>



SECTION 3: STATEMENT OF QUALIFICATIONS CONTENT

Planning and Consulting Services

Statement of Qualifications documents must be prepared following the format identified below. The contractor should, at a minimum, including the following information regarding their approach to providing the requested services: A committee will review the written material received. Proposals should be succinct.

A. Cover Sheet

A cover sheet must be submitted listing the name of the organization with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the proposal and their contact information.

B. Table of Content

The contractor shall insert a comprehensive table of contents denoting all sections of the proposal.

C. Organization Information

Name, address, and brief description of organization. Organization shall identify itself as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), or government agency, and indicate official capacity of persons executing SOQ documents.

D. Qualifications and Experience

Describe the organization's capacity to service the City of Troy, including appropriately certified and trained personnel and experience and support for the services. Include the licenses and qualifications of the specific staff to be assigned to this contract.

E. Work Plan

The work plan should indicate the organization's ability to meet the tasks listed in the Scope of Services as outlined in this SOQ. The plan should be simple and easy to read and follow.

F. Project Approach

Briefly describe your understanding of the requested services and your organization's approach to providing these services. Indicate any unique qualifications, prior experience or similar projects to bolster your approach and understanding.

G. References

Provide names, business or agency affiliation and telephone numbers of references that have had a similar contract relationship with your organization within the last three (3) years that best characterizes your quality and past performance. Provide any additional information your organization feels appropriate to substantiate qualifications, track record, and commitment to provide these services. References should include the following:

1. References from at least three (3) local government jurisdictions where your organization currently provides planning and consulting services.



SELECTION PROCESS

SECTION 4: CRITERIA FOR SELECTION

Planning Department Services

A City Committee of three (3) individuals will review the proposals. The City of Troy reserves the right to negotiate a final contract (pending City Council approval) with the most qualified organization based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the SOQ
- C. Financial strength of the organization
- D. Correlation of the SOQ submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process

Phase 1: Minimum Qualifications Evaluation (Pass/Fail)

Organizations will be required to meet minimum established criteria in order to go to the second phase of the process. (Evaluation Sheet Proposal)

Phase 2: Statement of Qualifications Evaluation

Each City Committee member will independently use a weighted score sheet to evaluate the Statement of Qualifications; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each organization for this phase of the process.

Phase 3: Interview Score

Based on the scores from the Statement of Qualifications – Phase 2, only the most qualified organizations will be invited to participate in an interview. Each City Committee member will independently use a weighted score sheet to evaluate the Interview; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each organization for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the organization at the interview must be the personnel who will be assigned to this project. ***Only the contractors that have progressed to Phase 3 will be asked to provide a Detailed Price Proposal as outlined in Phase 4.***

Phase 4: Detailed Price Proposals

The Detailed Price Proposals will include the following information, at a minimum:

- a. Key personnel involved.
- b. Staff availability and time frames to complete various types of tasks.
- c. Pay rates for various classifications proposed including overhead, direct costs, profit and all other costs.

Phase 5: Final Scoring and Selection – based on scoring from Phase 2, Phase 3 and Phase 4

The organization with the highest final weighted score will be recommended to the Troy City Council for Award. The final weighted score shall be based on:

$$\begin{aligned} &40\% \times \text{SOQ Evaluation Score} \\ &40\% \times \text{Interview Score} \\ &20\% \times \text{Detailed Price Proposal Score} \\ &100\% = \text{Final Weighted Score} \end{aligned}$$

Note:

The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.



SECTION 5: INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Department at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- () We can meet the specified insurance requirements.
- () We cannot meet the specified insurance requirements.
- () We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.
- () Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the SOQ document at the time of submission of the SOQ to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: _____

SECTION 5: INSURANCE AND INDEMNIFICATION REQUIREMENTS
Page 2 of 2

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds:*** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: _____

CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

_____ agrees to defend, pay on
(Name of Contractor / Organization)

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.

Contract / Agreement

Contractor/Organization representative signature/date

Witness

City of Troy representative signature/date

Witness



SECTION 6: TERMS AND CONDITIONS

1. **Signature:** Each authorized representative of the organization must sign the SOQ with their usual signature and shall give their full business address. SOQ documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. SOQ documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. SOQ documents from governmental agencies must be signed by the principal authorized to bind it in the matter.
2. **Retain SOQ Documents:** The City reserves the right to retain all SOQ documents submitted and to use any ideas in the SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the Contractor of the conditions contained in the SOQ, unless clearly and specifically noted in the SOQ submitted and confirmed in the Agreement between the City of Troy and the contractor selected.
3. **Laws:** All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the Award throughout and incorporated here by reference. The Agreement and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Troy and the laws of the State of Michigan.
4. **Agreement:** The selected organization will be expected to sign an agreement for services acceptable to the Troy City Attorney. The City reserves the right to negotiate optional scope of work items with the successful Contractor.
5. **Address on File:** SOQ documents are available through the MITN e-procurement website that can be accessed at www.mitn.info. The only other method to obtain documents is directly from the City of Troy Purchasing Department located at 500 W. Big Beaver Rd., Troy, MI 48084. A business card or contact information must be left with the Purchasing Department as a record that the organization has received a State of Qualifications document. It is the organization's responsibility to obtain any additional documents issued for this SOQ process.
6. **Changes in the SOQ:** Should any prospective respondent be in doubt as to the meaning or interpretation of any portion of this SOQ, or should the respondent find any ambiguity, inconsistency or omission therein, the respondent may make a written request for an official interpretation or correction. Such requests, as well as requests for additional information, shall be submitted to the Purchasing Department [Fax (248) 619-7608 or located at 500 W. Big Beaver Rd.] not less than seven (7) days prior to the final date of submittal of the Statement of Qualification documents. If the information requested is available, the correction or interpretation will be posted on the MITN e-procurement website.
7. **Award:** The evaluation and award of this Statement of Qualifications shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the SOQ, professional competence, references that includes evidence of similar services with comparable municipalities, the ability to negotiate a final contract, and the correlation of the SOQ submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

ORGANIZATION NAME: _____

SECTION 6: TERMS AND CONDITIONS - continued

Award: (continued)

The City of Troy reserves the right to select the most qualified organization using a Qualifications Based Selection (QBS) process, or in whatever manner is deemed to be in the City's best interest; to negotiate a final contract with the most effective total package which matches the City's needs; to reject a SOQ which contains major deviations from specifications; to accept a SOQ which has only minor deviations from specifications; to proceed in whatever manner is in the City's best interest.

8. **Warranty of Usage:** Any quantities listed in this SOQ are estimated or projected and are provided for tabulation and informational purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the contractor will furnish the City's needs as they arise.
9. **Qualification/Inspection/Interviews:** Submissions will only be considered from organizations normally engaged in providing the types of services specified herein. The City reserves the right to inspect the organizations facilities, personnel, and business at any time, or to take any other action necessary to determine the contractor's ability to perform. The City reserves the right to reject SOQs where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any number of responding contractors and/or to eliminate any process if deemed to be in the City's best interest.
10. **Other Governmental Entities:** If an organization is awarded a contract as a result of this SOQ, the organization will, if they have sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of this SOQ/RFP.
11. **Forms:** Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your response. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated. A contract Agreement will be completed after award.
12. **Terms and Conditions:** All terms and conditions in the prime contract are incorporated in any sub-contracts.

ORGANIZATION NAME: _____

SECTION 6: TERMS AND CONDITIONS - continued
SIGNATURE PAGE

CONTRACT:

The contract will remain firm until contract expiration.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ORGANIZATION _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE (____) _____ FAX (____) _____

ORGANIZATION'S REPRESENTATIVE NAME _____
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

E-MAIL: _____

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this SOQ must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this SOQ process.

ACKNOWLEDGEMENT: I, _____, certify that I have read the ***Instructions to Organizations*** (3 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NOTE:

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

CURRENCY:

Contract prices will be in U. S. Funds.



CITY OF TROY STATEMENT OF QUALIFICATIONS (SOQ) PLANNING AND CONSULTING SERVICES

SECTION 7: SCOPE OF SERVICES

OBJECTIVES

The City of Troy is seeking planning services to assist the City on an as needed basis 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. The successful organization will become an integral team member and will attend regularly scheduled meetings of the Planning Commission, City Council, and other meetings as requested by the City.

The City of Troy, hereinafter referred to as the “City”, is beginning the process to select a Contractor to perform planning and consulting services for the City.

Through this Statement of Qualifications, the City seeks to:

- Determine qualifications of the organizations submitting SOQs;
- Specify the terms and conditions that would govern any resulting contracts and negotiations;
- Select the qualified team.

This Statement of Qualifications details the instructions for submitting proposals, and the procedure and criteria by which a successful team will be evaluated and selected.

SCOPE OF SERVICES:

The planning and consulting services may include, but not be limited to:

1. Keep regular office hours in the Planning Department. Presently one day per week but may vary, as determined by the City.
2. 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 and density.
3. 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.
4. Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.
5. Attend Planning Commission, City Council and other meetings, on an as needed basis to present summary reports and answer questions as requested by Planning Department.
6. Conduct research and analysis on an as needed basis as requested by the Planning Department for various issues including but not limited to planning and zoning.
7. Assist the Planning Department in developing reports and supporting presentation graphics for, but not limited to, the Planning Commission, City Council and Zoning Board of Appeals.

SCOPE OF SERVICES - continued

8. Assist the Planning Department in interpreting and applying the standards contained within the City's Zoning Ordinance and other ordinances related to land use.
9. 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.
10. Additional related planning and zoning services as assigned by the Planning Director.

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 organization. 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 organization or to other organizations currently working on existing City projects.

To assist the organization, the City will provide the organization with a copy of the Zoning Ordinance, Master Plan and other ordinances and documents necessary to perform the assigned task(s).

CONSULTANT'S QUALIFICATIONS

In keeping with the objectives, the scope of services and service specifications as previously indicated in this "Statement of Qualifications", consultants submitting qualifications shall outline in detail the manner in which the consultant shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- a) A detailed description of the organization's background and previous experience shall be included with the SOQ. Background information and experience shall also be submitted for all key persons whom are to be utilized to fulfill the requirements of this contract.

The SOQ shall specify the individual responsible for client contact, preparation of reports, and attendance at Planning Commission and City Council meetings. The minimum requirement for this individual is ten (10) years experience and AICP certification.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, details of such affiliation shall be furnished along with the same information as required for the principal planning firm.

Background information should principally relate to municipal experience for cities with a population of 50,000 or greater and with a similar scope of experience.
- b) Consultant's staffing and personnel, including current and projected workload and availability to serve the City under this contract.
- c) Communication and coordination between the consultant and the City.
- d) Compatibility with City's standards, goals and objectives.
- e) Compatibility with City software.
- f) Consultant's ability to work with the City.
- g) Consultant's experience and ability to work with private developers, contractors, property owners and the general public.
- h) Specialized experience in municipal work, including planning reports and studies.
- j) Record of firm in accomplishing work on projects in the required time and within budget.

The outline at a minimum shall address (continued):

- k) Any evidence of professional and/or technical competence and experience and qualifications of key personnel to be assigned to the City.

CRITICAL DATES

The following is a **TENTATIVE** schedule for the selection and hiring of the building department contractor:

- a) SOQ – Planning and Consulting Services posted to MITN: **December 18, 2020**
- a) Deadline for submission of qualifications: **January 14, 2021**
- b) Review of qualifications completed/shortlist of contractors: Week of **January 18, 2021**
- c) Interviews: week of **Week of January 25, 2021**
- d) Deadline for submission of detailed price proposals: **February 4, 2021**
- e) City Council Award: **February 22, 2021**
- g) Preparation and execution of contract: by **April 1, 2021**



SECTION 8: ORGANIZATIONAL QUESTIONNAIRE

DATE: _____
Month/Date/Year

ORGANIZATION NAME: _____

ESTABLISHED: _____ 19__ / 20__ **STATE:** _____

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other _____

If applicable:

FORMER ORGANIZATIONAL NAME(S)

YEARS IN BUSINESS

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. How many years has your organization been providing planning consulting services? (10 years minimum)

_____ YEARS Explain (if in a related field): _____

2. Describe your organization's background and its business structure. Describe capabilities specific to the scope of work within this SOQ.

3. Provide any unique qualifications, prior experience or similar projects that demonstrate your organizations approach and understanding of this project.



Planning and Consulting Services

Section 8: Organizational Questionnaire - continued

Page 2 of 3

4. Provide a listing of personnel from the organization who would be assigned to this account.

Please provide resumes, copies of certifications, registrations, qualifications, degrees, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section.

TITLE	NAME	DEGREE/ CERTIFICATION	EXPERIENCE/ YEARS

5. What is your organization's experience relative to planning and zoning investigations and report writing along with the development of planning programs and policies?

6. Please explain your firm's approach to meeting project timetables and include your normal turnaround time for the activities specified.

7. References – please list at least three (3) local government jurisdictions where your organization currently provides planning consultant services that are similar in scope to the type of work described in this SOQ. Include any appropriate information your organization feels substantiates your qualifications, track record and commitment to providing these services. A contact name and listed information is required.

Entity Name	Address	Business/Agency Affiliation	Contact Name	Phone Number

ORGANIZATION NAME: _____



Planning and Consulting Services

Section 8: Organizational Questionnaire - continued

Page 3 of 3

8. List all contract commitments your organization has been engaged to perform for 2021/2022. Give organization name, name of contract and value of contract.

ORGANIZATION	CONTRACT	VALUE

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Organization Representative: _____

Representative's Name: _____
(print)

Organization Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Date: _____

SECTION 9: ATTACHMENTS



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of _____
for whom _____, bearing the office title of _____
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

_____, being duly sworn deposed, says that he/she
(Print Full Name)

is _____. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for _____
_____ County.

My commission expires:



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

[] I am able to certify to the above statements.

Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

Date

[] I am unable to certify to the above statements. Attached is my explanation.



VENDOR CERTIFICATION THAT IT IS NOT AN “IRAN LINKED BUSINESS”

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____



Proposer's Sworn and Notarized Familial Disclosure
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of _____ (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

_____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020, by

Sample Certificate for Low and Medium Hazard Projects



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
00/00/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER ABC Insurance Agency 123 Main Street Anywhere, USA		CONTACT NAME: PHONE (A/C, No, Ext): 555-555-1234 FAX (A/C, No): 555-555-5678 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ABC Insurance Company NAIC # 00000 INSURER B: DEF Insurance Company 00000 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED XYZ Construction Company 456 Main Street Anywhere MI			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PO/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NOT-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	00-00-00-00	00/00/00	00/00/00	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - See Endorsement
 Cancellation Notice - See Endorsement
 Primary & Non-Contributory - See Endorsement

Project name: _____

CERTIFICATE HOLDER Entity Name Attn: Contact Name Entity Address City, State Zip	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT SIGNATURE
---	---

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Sample Additional Insured / Completed Operations Endorsement

POLICY NUMBER: 00-00-00-00

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample Additional Insured & Primary /Non-Contributory Endorsement for General Liability

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 00/00/00

Name of Person or Organization (Additional Insured):

The Member, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Sample Cancellation Endorsement

INTERLINE
ILD 90 07 03 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
 2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;
- to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.



STATEMENT OF NO INTEREST

SOQ NUMBER: **SOQ-COT 21-16**
TITLE: Planning and Consulting Services

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: **(248) 619-7608**

We, the undersigned, have declined to respond on the subject SOQ for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in responding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS:

COMPANY INFORMATION:

COMPANY NAME:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE:

ORGANIZATION NAME:

ADDRESS:

FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE:

To qualify as a respondent to the SOQ, the ORGANIZATION must submit a SOQ or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final SOQ results will be posted on the MITN website after award. Please register to see results - www.mitn.info.

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

THIS AGREEMENT entered into on _____, 2021, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and _____, hereinafter referred to as a the “Consultant” or “Consultant”.

WHEREAS, The City 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 “City” in the collection of basic data and other information for the above work.

SECTION 3.0

PAYMENT FOR SERVICES

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

Such periodic investigations shall be performed at the rates provided in the Request for Proposal and outlined in Exhibit A.

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

Such meeting attendance shall be performed at the hourly rates set forth in Exhibit A.

- 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 “City” in accordance with the hourly rates as set forth in Exhibit A.

- 3.4 Special Projects – Periodically the “Consultant” may be requested by the “City” to perform a project which is beyond the scope of a minor investigation anticipated in Exhibit A. The “City” may request the “Consultant” to provide the “City” 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 “City” an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the “City”.

- 3.6 Negligence – The “Consultant” will be held responsible for additional costs resulting from negligence, mismanagement, delays or improper guidance. When it can be established that the “Consultant” is clearly at fault, these additional costs will be borne by the “Consultant”.

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

SECTION 4.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the "Consultant" under this Agreement shall be considered the property of the "City".

SECTION 5.0

INSURANCE

The "Consultant" shall not commence work under this agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the City. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. The "Consultant" shall require each of its subconsultants, if any, to maintain the following required insurance. If any insurance is written with a deductible or self-insured retention, the "Consultant" shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the "Planning Consultant's" indemnification of the City.

The "Consultant" and its subcontractors, if any, shall procure and maintain during the life of the agreement the following coverage and produce valid certificates of insurance upon request by the City:

1. Workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include a minimum \$500,000 employers liability coverage.
2. Commercial general liability insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions:
 - a. Per Contract Aggregate (Annual Aggregate Contract Limit)
 - b. Contractual liability
 - c. Products and completed operations
 - d. Independent contractors coverage
 - e. Broad form general liability extensions or equivalent
3. Motor vehicle liability coverage, including Michigan no-fault coverage for all vehicles used in the performance of the contract. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Limits of liability shall not be less than \$1,000,000 per occurrence combined single limit bodily injury and property damage.
4. Professional liability coverage, issued on an "occurrence basis" or "claims made basis", with limits of liability of not less than \$1,000,000 per occurrence/aggregate, or per claim/aggregate if on a "claims made basis". If written on a "claims made basis", the policy must continue for a period of two (2) years following the termination or end date of the contract with the City. Whether on an "occurrence basis" or a "claims made basis", the policy shall include:
 - a. per contract aggregate and
 - b. deletion of all contractual liability exclusions and/or provisions.
5. Additional insured endorsements on both the commercial general liability insurance and motor vehicle liability coverage, as described above, shall include an endorsement stating the following shall be additional insured's:

"The City of Troy, including architects and engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are additional insured." (On an ISO form B or broader.).

DRAFT – Subject to amendment prior to execution

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

6. Cancellation notice. Worker' compensation insurance, commercial general liability insurance, motor vehicle liability insurance and professional liability insurance, as described above, shall include an endorsement stating that thirty (30) days' advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

Stephen Cooperrider, Risk Manager
City of Troy
500 W. Big Beaver
Troy, MI 48084

SECTION 6.0

INDEMINIFICATION AND HOLD HARMLESS

Indemnification, except 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.

1. Indemnification, professional liability.
 - a. 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.
 - b. To the extent of the Consultant's actual degree of fault, the Consultant's obligation to indemnify and hold the City harmless shall include:
 - i. The obligation to defend the City from any such suit, action or proceeding, and;
 - ii. 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.
2. 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.
3. The Consultant and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

DRAFT – Subject to amendment prior to execution

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

SECTION 7.0

CONFLICT OF INTEREST

Provide a statement that the "Consultant" will not perform any services for the City in which there is a conflict of interest, or the appearance of a conflict of interest, with any builder, developer, contractor or private client who is or might be expected to be active in the City.

SECTION 8.0

TERMINATION

The City reserves the right to terminate the contract at any time with the assurance that the "Consultant" shall be entitled to reimbursement for any services rendered prior to the date of termination.

THIS AGREEMENT is executed and made effective as provided above.

CONTRACTOR:

By: _____

Print Name:

Title/Position:

CITY OF TROY

BY: _____
Ethan Baker

Mark F. Miller, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Lori Grigg Bluhm, City Attorney

ATTEST: _____
Aileen Dickson, City Clerk