

DATE: April 11, 2005

TO: John Szerlag, City Manager

FROM: Douglas J. Smith, Real Estate and Development Director
Mark F. Miller, Planning Director

SUBJECT: AGENDA ITEM – PLANNING CONSULTANT SERVICES CONTRACT

RECOMMENDATION

City Management is satisfied with the professional community planning services and landscape architecture services provided by Carlisle/Wortman Associates, Inc. City Management recommends approval of the Agreement for Consulting Services including the requested rate increase. The term of the contract shall be for a period of five (5) years from the date of execution. Further, the resolution authorizes the Mayor and City Clerk to execute the Agreement for Consulting Services.

BACKGROUND

On January 8, 2001, City Council authorized the City Manager to engage Carlisle/Wortman Associates, Inc. for Planning Consulting Services. An Agreement for Consulting Services was entered into on August 15, 2001 for a period of two (2) years. The terms of the agreement provide for modification of the conditions and extension of the terms by mutual agreement for both parties. Although the term of the Agreement has expired, Mr. Carlisle has continued to abide by the original terms and conditions of the Agreement.

Carlisle/Wortman Associates, Inc. has submitted an updated Agreement for Consulting Services for City Council approval. Included in the contract is an updated rate schedule. The rates charged by Carlisle/Wortman Associates, Inc. have remained unchanged since entering into the agreement in August of 2001 (see table below). The following shows the Carlisle/Wortman Associates, Inc. 2001 billing rates and the proposed billing rates, with the percentage increases.

**COMPARISON OF PROPOSED RATES AND CURRENT RATES
For Carlisle/Wortman Associates, Inc.**

Position	Current Rate (in effect since 01/01)	Proposed Rate	% Increase
Principal Planner	\$85/hr.	\$95/hr.	11.8%
Associate Planner/Landscape Architect	\$75/hr.	\$80/hr.	6.7%
Planner/Landscape Architect	\$65/hr.	\$70/hr.	7.7%
Planning Technician	\$45/hr.	\$50/hr.	11.1%
Secretarial	\$40/hr.	\$45/hr.	12.5%
Auto CAD/GIS	\$25/hr.	\$25/hr.	0%
Expenses (photocopies, prints, maps, etc.)	Cost + 20%	Cost + 20%	Depends on Cost

Source: Carlisle/Wortman Associates, Inc.

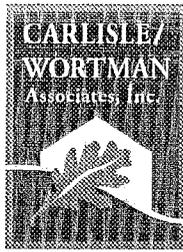
Reviewed for Form and Legality
Lori Grigg Bluhm, City Attorney

Attachments:

1. Agreement for Consulting Services.
2. Planning Consulting Firms Hourly Rate Comparison.

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

Prepared by: RBS, MFM



Community Planners Landscape Architects

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AGREEMENT FOR CONSULTING SERVICES

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

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

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

SECTION 1.0

PLANNING SERVICES

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

SECTION 2.0

COLLECTION OF DATA

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

SECTION 3.0

PAYMENT FOR SERVICES

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

Such periodic investigations shall be performed as the following rates:

Position

Rate

Principal Planner

\$95.00

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

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

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

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

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

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

SECTION 4.0

REPRESENTATION

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

SECTION 5.0

OWNERSHIP OF MATERIALS

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

SECTION 6.0

LIMITATION OF LIABILITY

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

SECTION 7.0

TERMS OF AGREEMENT

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

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

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

WITNESS

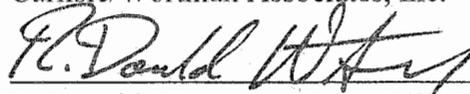
CLIENT

Title:

Title:

CONSULTANT



Richard K. Carlisle, AICP, PCP
President
Carlisle/Wortman Associates, Inc.


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

**PLANNING CONSULTING FIRMS
HOURLY RATE COMPARISON**
(July, 2000 rates)

Position	Hourly Rate			
	BIRCHLER ARROYO	CARLISLE/ WORTMAN	LSL	McKENNA
President			\$100	\$105
Vice/President			\$95	\$95
Senior Principal	\$87		\$90	\$85
Principal	\$81		\$85	
Principal Planner/Senior Project Planner	\$74	\$85	\$75	\$80
Associate Planner/Project Planner II	\$68	\$75	\$62	\$50
Planner/Project Planner I	\$60	\$65	\$52	
Assistant Planner		\$45	\$45	\$45

Source: Memo prepared by City Management, January 2, 2001.