

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of August, 2004, A.D., by and between the CITY OF ROCHESTER HILLS, MICHIGAN, hereinafter referred to as "City" and McKENNA ASSOCIATES, INCORPORATED, a Michigan Corporation, hereinafter referred to as "Consultant."

WITNESS:

WHEREAS, the City is desirous of preparing the Master Land Use Plan, and

WHEREAS, the City has reviewed and approved the Consultant's proposal of May 14, 2004;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**SECTION I. SCOPE OF SERVICES.** The Consultant shall perform all the necessary services under this Agreement in connection with and respecting provision of the Master Land Use Plan.

The above services are specified and described in the Revised Work Plan dated August 6, 2004. The Revised Work Plan is attached to and made a part of this agreement. The Consultant shall carry out all activities specified in the above-cited Revised Work Plan in a satisfactory and proper manner as set forth in the proposal.

**SECTION II. END PRODUCTS.** The Consultant shall provide the City with the end products specified in the Revised Work Plan dated August 6, 2004.

Any additional meetings, research, fieldwork, and the like, that may be requested by the City beyond those efforts specified in Section II. shall be compensated to the Consultant as specified in Section III, or as to be mutually negotiated and agreed prior to commencing with the additional work effort.

**SECTION III. COMPENSATION AND METHOD OF PAYMENT.**

- A. **Rochester Hills Master Land Use Plan.** The City shall pay the Consultant for the work as described in SECTION I. SCOPE OF SERVICES and end products described in SECTION II. END PRODUCTS the amount of One Thousand Forty Two Thousand Five Hundred Dollars (\$142,500.00).
- B. **Additional Services.** For Additional Professional Services provided to the City, at the City's request, and which are beyond the Revised Work Plan and End Products described in Sections I. and II., above, including attendance at additional meetings or other services, the Consultant shall be compensated on an hourly basis as follows, or as to be mutually negotiated and agreed prior to commencing with the additional work effort:

<u>Professional</u>	<u>Hourly Rate</u>
President	\$130.00
Senior Vice President Level	\$120.00
Vice President Level	\$115.00
Director Level	\$105.00
Senior Principal	\$100.00
Principal Level	\$90.00
Senior Level	\$72.00
Associate Level	\$61.00
Assistant Level	\$55.00
Draftsperson	\$47.00
Aide Level	\$42.00
Administrative Assistant	\$35.00

Note: These hourly rates are valid through December 31, 2006, after which the Consultant may increase the hourly rates per classification by a percentage equal to the Consumer Price Index for the Detroit Metro Area as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing, the Consultant shall receive written approval from the City prior to undertaking any activity that will result in costs to the City under Section III.B.

**Payment.** The proportional payment of said sum shall be monthly, based upon Consultant's estimated percent complete or a description of services performed or a description of professional time expended and title of personnel. Consultant shall submit an invoice describing the services performed, and the City shall within thirty (30) days satisfy itself as to the performance of such work and pay the amount for services and reimbursement requested by said invoice.

**SECTION IV. CITY DATA AND SERVICES TO BE PROVIDED TO CONSULTANT.** If requested by the Consultant and if available, the City shall furnish at no charge to the Consultant, in a timely manner:

- A. Assessment and ownership data, tax maps, most recent aerial photos, and other basic data to be gathered and/or made available from City and County files. Digital data shall be provided when available.
- B. Information available to the City from State, regional, and local data sources.
- C. Traffic counts, parking and other transportation data.
- D. Base map at a suitable scale to accurately show the location of buildings, property lines, streets and rights-of-way, utility locations.
- E. Previous plans, maps, documents, costs estimates, etc.
- F. City staff and the City Engineer will meet with the Consultant on an as-needed basis.

**SECTION V. SERVICES.** The City hereby engages the services of the Consultant to perform the duties, provide the information, prepare such materials and render such advice as are fully described herein.

**SECTION VI. ACCEPTANCE.** The Consultant hereby agrees to perform the services described herein.

**SECTION VII. TIME.** The Consultant shall complete all work required and described in this Agreement within eighteen (18) months of Agreement, unless an alternate time frame is mutually agreed upon.

**SECTION VIII. NON-DISCRIMINATION.** The Consultant shall, when applicable, comply with the requirements of all federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.

**SECTION IX. OWNERSHIP OF DATA.** Upon completion of termination of this Agreement, all reports, charts, maps, and graphics shall become the property of the City, and shall not be furnished to any other party without written permission of the City.

**SECTION X. COMPLIANCE WITH ALL LAWS.** In performance of this Agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, and to obtain any and all permits applicable to the performance of this Agreement.

**SECTION XI. COMPLIANCE WITH CODE OF ETHICS.** The consultant stipulates and agrees that it shall be bound by the American Planning Association Code of Professional Ethics.

**SECTION XII. NO CONFLICT OF INTEREST.** During the term of this contract, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the City, or for which a conflict between the City and Consultant would be created, without the prior written consent of the City.

**SECTION XIII. TRANSFERABILITY.** During the term of this contract, the Consultant agrees that it shall not transfer any work or service to any individual, company, agency, or firm not identified in the Scope of Services, attached and made a part hereof, without the prior written consent of the City.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement the day and year first above written.

WITNESS:

**CITY OF ROCHESTER HILLS, MICHIGAN**

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

**McKENNA ASSOCIATES, INCORPORATED**

\_\_\_\_\_ By: \_\_\_\_\_  
Phillip C. McKenna, AICP, PCP, President