

Professional Services Agreement

Collinsville Sports Complex Redesign



Project: Collinsville Sports Complex Redesign

Client/Owner: City of Collinsville
125 South Center Street
Collinsville, Illinois 62234

Client's Contact: Kimberly Caughran, Director, Parks and Recreation
Phone: 618.346.7529 ext 222
Email: kcaughran@collinsvilleil.org

Design Consultant: Planning Design Studio LLC (also referred to as PDS)
2816 Sutton Boulevard – Suite 1
St. Louis, Missouri 63143

PDS Contact: Jeff Nilges, Project Manager
Telephone: 314.328.5422
Email: jeffnilges@planningdesignstudio.com

PROJECT OBJECTIVE

The objective of the professional services to be provided by Planning Design Studio LLC to the City of Collinsville (also referred to as “Client”) will be the completion of planning and design services associated with the renovation of the Collinsville Sports Complex. We understand that the intent of the project is to develop a Sports Complex Plan that the city can use for future development and implementation. To accomplish the project intent, the Planning Design Studio (PDS) team approach is a multi-phased planning effort. A brief description of the anticipated tasks included in the project phases.

A. SCOPE OF SERVICES

In order to achieve the above-stated objectives, PDS will provide/ conduct the following professional services:

A.1 – PROJECT STARTUP/ADMINISTRATION

- PDS will work with the Client to establish and confirm project goals. These goals are intended to provide consistency and guide future actions and implementation decisions.
- PDS will refine the project scope of work to tailor it to the needs and expectations of the Client.
- PDS will propose a project schedule with milestones for tasks. The anticipated project timeline encompasses approximately 6 months from notice to proceed.

A.2 - DATA COLLECTION AND EXISTING CONDITIONS

- PDS will gather necessary and available background information including existing studies/reports, GIS data and other available mapping, transportation infrastructure, cultural/historic resources and natural & man-made conditions.
- PDS will develop a basemap that will be utilized for the duration of this phase of the project. Basemap will consist of city-provided GIS data over an existing aerial image.

- PDS, with the assistance of the Client, will gather and review all existing programming from both the City and Clubs currently utilizing the existing facility. The program gathered will provide a better insight into how the existing facility is utilized.

A.3 – ANALYSIS - Based on information gathered during the data collection phase, PDS will review and analyze all the information provided by the Client, gathered in the field. Analysis tasks may include, but are not limited to:

- PDS will analyze existing opportunities not only within the site but adjacent to the proposed site.
- PDS will review the site constraints both internal and external.
- PDS will establish future considerations that need to be factored into the design
- This phase will look at opportunities to incorporate low impact and sustainable environmental development features into the plan that would benefit the study area by reducing flooding, mitigating pollution, increasing habitat, and creating usable open space.

A.4 – CONCEPTS AND EVALUATIONS - PDS will develop a series of concepts depicting the proposed site elements and their relationships to other project elements. Alternatives will focus on maximizing the number of fields and functional arrangement of circulation, support facilities and other recreation opportunities. It is our understanding the proposed project elements will include:

- Multi-use Baseball/Softball Fields with approximately 300' fences.
- Multi-purpose athletic fields. Fields to be designed for soccer, football, lacrosse, and frisbee. Consideration for the conversion of these fields to synthetic turf will be reviewed during this phase to maximize usage.
- Parking – appropriately sized for site use and amenities.
- Hospitality – This may include but is not limited to the design and sizing of Concession, Comfort Stations, Shelters – both corporate and family, and provisions for Shade.
- All-inclusive playground.
- Walking paths with outdoor fitness equipment.
- Other programmed amenities identified during the concept phase.

PDS will develop alternative concept plans showing the arrangement of the proposed project elements. This task will include:

- Development of three alternate plan concepts.
- Development of rough order of magnitude costs for each option.
- A meeting will be held with the client to discuss the alternatives and receive input to assist and direction regarding the preferred concept.
- PDS will engage the public through online surveys and/or a public meeting to gather input and opinions on the proposed concepts.
- PDS will review all comments and public input and develop a summary of the findings for submission to the city.

A5 - SCHEMATIC DESIGN PHASE

Utilizing information obtained during the Concepts and Evaluation Phase, PDS will develop a schematic level design (Design through approximately 20% level design document completion) in CAD format consisting of plans, sections, elevations, and other documents as may be needed to fix and describe the size and character of the approved concept plan. Design character for park elements will be established for aesthetics and pricing, and to develop the aesthetic vision of the sports complex. Schematic design documents will be developed for the following areas of the concept plan:

Site Utilities

- Coordination with utility companies for connections if not currently present.
- Coordination with utility companies for upgrades or improvements to existing services if not adequate to service proposed improvements.
- Coordination of proposed utilities and possible connection points.

Park Building and Structures - Schematic design for structures will identify the location, size, program, and service needs for these amenities. It will further define architectural character and design materials to assist in schematic pricing and developing design standards for repeated elements within the park. Potential Elements to include:

- Shelters - Define locations, architectural character, and program elements for each shelter type.
- Restrooms - Define restroom types, locations, and architectural character for use within the park.
- Maintenance Facility - Identify a program, location, and architectural character for this park amenity.

Vehicular Circulation - Refine park access and drives and explore materials and standards for the construction of vehicular infrastructure. Elements to include:

- Park Entries - Identify locations and review access from adjacent streets and define standards for entry elements.
- Park Drives - Define drive alignment within the park and create design standards for roadways. Standards may include but are not limited to, types based on level of use, materials, and lighting.
- Parking Lots - Locate and size parking lots within the park and create design standards. Standards may include, but are not limited to materials, access, and lighting.

Pedestrian Circulation – Define park access and trail system and explore materials and standards for construction of pedestrian infrastructure. Elements to include:

- Entries and Trailheads - Identify locations for access from adjacent streets and residential developments. Define standards for entry and trailhead elements.
- Paved Trails - Define trail types and alignment within park and create design standards for trail system. Standards may include but are not limited to types based on level of use, materials and lighting.

Recreation Amenities - Create program and design standards for park amenities shown on the plan. Elements may include:

- Multi-purpose Fields - Define locations and sizes for fields within the park.
- All-inclusive Playground - Define location and size and create design criteria for this unique element.
- Other Elements that may incorporate including but are not limited to: Park amenities including benches, trash receptacles, drinking fountains, and other comment park features

Landscape Treatments - Define the overall approach to landscape within the park and identify specific landscape approaches based on existing conditions and appropriate ecological communities. These classifications will assist with the future development of the park and long-term maintenance and management of the park landscape

Mass Grading Plan – PDS will prepare an overall mass grading plan to identify and evaluate the overall earthwork expectations of the sports park development. This level of study will guide the implementation and balancing of earthwork in this phase and for the park implementation. Mass grading plan will provide:

- Spot elevations at park amenities including shelters, restrooms, playgrounds, etc.
- Conceptual grading for park roads, parking lots, and trail system.
- Determine earthwork quantities generated due to grading operations

Cost Opinion – PDS will revise the master plan cost opinion based on the Schematic Design Package.

- Upon Client approval of a preferred concept, PDS will develop the schematic design documents for the proposed sports complex.
 - Opinion or Probable Construction Cost – Cost opinion to be based on all information gathered during the previous tasks and shall be a master plan-level estimate of the proposed features.

The Schematic Design document package will be prepared and presented in drawing format with a brief summary description narrative and rough conceptual level cost estimates.

The drawings in the package will address the following:

1. Site plan showing the location of roads, parking, buildings, site facilities and key landscape elements.
2. Site Parking stalls (numbered and code/zoning requirements)
3. Delineation of project limit lines.
4. Conformance with zoning and development restrictions (zoning, setbacks, easements).
5. Conceptual grading includes approximate elevations of buildings and key facilities.
6. Site drainage, stormwater removal, detention, and water quality improvements.
7. Existing and proposed utility locations noted.

Upon acceptance of the Schematic Design Package, the owner will approve the conceptual direction for further development in subsequent phases.

Additional Services:

- Topographic Survey & Aerial Imagery – PDS will coordinate with a licensed land surveyor to obtain a fee proposal for a LiDAR drone survey to capture topographic information and aerial imagery of the approximately 70 acre study area that can be used for the schematic design. Fees for completing the topographic survey are not included in the compensation identified below.
- Boundary Survey – PDS will coordinate with a licensed land surveyor to obtain a fee proposal to complete a boundary survey to determine property lines and define true property corners of the parcels in the study area. Fees for completing the boundary survey are not included in the compensation identified below.
- Lot Consolidation – PDS will coordinate with a licensed land surveyor to obtain a fee proposal for developing a consolidation plat that would combine some of the various parcels within the sports park area. Fees for completing the lot consolidation services are not included in the compensation identified below

B. EXCLUSIONS AND CLARIFICATIONS

The following items are not included as a part of the Scope of Services.

- 1) Detailed traffic studies requiring traffic counts or computer modeling.
- 2) Documentation of any LEED/SITES credits.
- 3) Grant application for funding.

C. TO BE PROVIDED BY THE CLIENT

- 1) A contact person to issue instructions and authorizations to PDS.
- 2) All available information and data needed by PDS to carry out the scope of services.
- 3) Assistance with the public meeting logistics including scheduling, securing a preferred meeting location and outreach to notify the public.

D. PROJECT SCHEDULE

PDS proposes completing the Concept and Schematic Design services as described above within a six-month period. Completion and submittal dates will be coordinated with the Client and generally completed within the following schedule:

1. Data Collection 4 weeks
2. Concept Design Services & Public Meeting..... 12 Weeks
3. Schematic Design Services (20%) 8 Weeks

E. COMPENSATION

The Client will compensate PDS for the professional services described above, on a lump sum fee basis in the amount of One Hundred Thousand dollars (\$100,000.00).

This Lump Sum Fee amount includes all labor costs. Reimbursable direct expenses such as mileage and printing required to complete the scope of work shall be a not to exceed expense of Five Hundred Dollars (\$500.00). Payment shall be made monthly upon submission of an invoice based on the percentage of the work completed in the preceding month. All invoices shall be due and payable within thirty (30) calendar days.

Professional Services Agreement
Collinsville Sports Complex Redesign



F. TERMS & CONDITIONS: Refer to Attachment A

G. ACCEPTANCE: The following authorized representatives hereby execute this Agreement and accept the terms and conditions herein.

Planning Design Studio LLC


Signature

Scott V. Emmelkamp
Typed Name

Principal
Title

3/24/2025
Date

City of Collinsville, IL

Signature

Typed Name

Title

Date

1. INTERPRETATION

This AGREEMENT, consisting of these standard terms and conditions and the terms/instructions typed on the face of this AGREEMENT together with the Exhibits attached hereto, and all documents, drawings, specifications and instructions specifically referred to herein and made a part hereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter or interpret the terms hereof.

Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

2. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision with this AGREEMENT is held illegal or in conflict with any law having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either party.

3. GOVERNING LAW

This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of conflict laws. Subject to first attempting mediation, Venue of any disputes shall be in the Circuit Court of Madison County, Illinois.

4. INDEPENDENT CONTRACTOR

In the performance of the services under this AGREEMENT, PLANNING DESIGN STUDIO (PDS) shall be an independent contractor, maintaining complete control of PDS's personnel and operations. As such, PDS shall pay all salaries, wages, expenses, social security taxes, unemployment taxes and any similar taxes relating to the performance of this AGREEMENT. PDS, its employees and agents shall in no way be regarded nor shall they act as agents or employees of the CLIENT.

5. CHANGES

The CLIENT, through its authorized representative, without invalidating this AGREEMENT, may order changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in PDS's cost of, or the time required for, the performance of any part of the work under this AGREEMENT, an equitable adjustment shall be made by mutual AGREEMENT and the AGREEMENT modified in writing accordingly. All such changes in the Services shall be in writing and shall be performed subject to the provisions of this AGREEMENT.

6. STOP WORK ORDER

CLIENT may at any time, by written notice to PDS, require PDS to stop all or any part of the work called for by this order for a period of up to ninety (90) days after the notice is delivered to PDS ("Stop Work Order"). Upon receipt of the Stop Work Order, PDS shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to PDS, or within any extension of that period to which the parties have agreed, CLIENT shall either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this AGREEMENT. PDS shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this AGREEMENT shall be modified in writing accordingly. If the Stop Work order results in an increase in the time required for the performance of this order or in PDS's costs properly allocable thereto, PDS may stop work, at its sole option, if CLIENT fails to make payment of PDS invoices within 30 days of receipt as required by Article 17 below.

7. TERMINATION.

A. The CLIENT may terminate this AGREEMENT in the whole or in part at any time by written notice to PDS. Such termination shall be effective in the manner specified in the said notice, shall be without prejudice to any claims which the CLIENT may have against PDS and shall be subject to the other provisions of this AGREEMENT. On receipt of such notice PDS shall, except as and to the extent directed, immediately discontinue the services and the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to the CLIENT. Thereafter, PDS shall do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the CLIENT.

B. A complete settlement of all claims of PDS upon termination of the AGREEMENT, as provided in the preceding paragraph, shall be made as follows: (A) the CLIENT shall assume and become liable for all obligations and commitments that PDS may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments; (B) the CLIENT shall compensate PDS for the reasonable cost of terminating existing subcontracts and preserving, protecting or disposing of the CLIENT's property and performing any other necessary services after the notice of termination has been received; and (C) the CLIENT shall pay PDS for all Services performed, prior to the date of termination, in accordance with this AGREEMENT. Prior to final settlement, PDS shall deliver to the CLIENT all Documents and all other required information and data prepared by PDS under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the CLIENT the rights and benefits of PDS arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by the CLIENT in writing.

8. STANDARD OF CARE

PDS and its employees, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. CLIENT agrees that services provided by PDS will be rendered without any expressed or implied warranty and that this agreement does not create or imply a fiduciary relationship between PDS and the CLIENT. PDS shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this AGREEMENT.

9. INDEMNITY

PDS shall indemnify and hold the CLIENT harmless from and against claims, liabilities, suits, loss, cost, expense and damages arising from any negligent act or omission of PDS in the performance of work and service pursuant to this AGREEMENT. PDS's liability for all of the aforesaid matters shall not exceed the total compensation received by PDS under this agreement.

To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless PDS and its subcontractors from and against claims, liabilities, suits, loss, cost, expense and damages arising from any negligent act or omission of CLIENT (and/or its subcontractors) in the performance of CLIENT'S work and service pursuant to this AGREEMENT.

10. FORCE MAJEURE

The respective duties and obligations of the parties hereunder (except the CLIENT's obligation to pay PDS such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire severe weather, government action, war acts, pandemics, acts of God, acts of the CLIENT, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the part from whom the affected performance was due.

11. ASSIGNMENTS

All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of PDS and the CLIENT. PDS shall not assign

this AGREEMENT without the prior written consent of the CLIENT, which consent shall not be unreasonably withheld.

12. CONSEQUENTIAL DAMAGES

Neither the Client nor PDS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the project or this agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

13. INSURANCE

PDS shall maintain the following insurance and at the CLIENT's request, PDS shall deliver to CLIENT certificates of insurance coverage.

A. Workers' Compensation and Employer's Liability Insurance:

- Workers' Compensation in compliance with the applicable laws.
- Employer's Liability. Limit \$1,000,000

B. Comprehensive General Liability Insurance including Blanket Contractual, Broad Form Property Damage, Complicated Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

D. Architects & Engineers Professional Liability Insurance affording, professional liability, if any, to a combined single limit of \$3,000,000 each occurrence/claim, subject to \$3,000,000 annual aggregate.

14. ACCEPTANCE BY CLIENT

The WORK shall be deemed accepted by CLIENT unless, within thirty (30) days after receipt of PDS's written notification of final completion, CLIENT will have given PDS written notice specifying in detail wherein the WORK is deficient, whereupon PDS will promptly proceed to make necessary corrections and, upon completion, the Work shall be deemed accepted by CLIENT.

15. CLIENT FURNISHED DATA, DRAWINGS AND SPECIFICATIONS

PDS shall have no liability for defects in the work attributable to PDS's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by CLIENT and CLIENT agrees to indemnify and hold PDS harmless from any and all claims and judgments, and all losses, costs and expenses arising there from. PDS shall disclose to CLIENT prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by CLIENT to PDS that PDS may reasonably discover in its review and inspection thereof.

16. OWNERSHIP & REUSE OF DOCUMENTS

All documents including plans, reports, drawings and specifications prepared by PDS pursuant to this AGREEMENT are instruments of its services in respect of the PROJECT, and become the property of the Client upon meeting the AGREEMENT terms. The documents are not intended or represented to be suitable for reuse by CLIENT or others on extension of the PROJECT or on any other project. Any reuse without specific written verification or adaptation by PDS will be at CLIENT's sole risk and without liability or legal exposure to PDS, and CLIENT shall indemnify and hold harmless PDS from all claims, damages, losses and expenses arising out of or resulting there from. Any such verification or adaptation will entitle PDS to further compensation at rates to be agreed upon by CLIENT and PDS.

17. INVOICING & PAYMENTS.

Invoices are due and payable within 30 days after receipt. Interest at the rate of 1½% per month is due on all payments not paid on or before the 45th day after the invoice date. Interest shall be computed from the date of the invoice. In the event legal proceedings are necessary to collect payments not paid when due,

In addition, PDS may, after giving seven days written notice to CLIENT, suspend services under this AGREEMENT until PDS has been paid in full all amounts due for services, expenses and charges. The contract value shall be increased accordingly by the amount of PDS's reasonable costs of shut down, delay and start up, which shall be effected by Change Order in accordance with Article 5, above.

If CLIENT disputes any portions of a request for payment, CLIENT shall pay the undisputed portion of such request as provided herein and shall promptly notify PDS of the amount in dispute and the reason therefore. Any portion of the disputed amount, which is ultimately agreed upon by CLIENT and PDS, to be owed to PDS, shall accrue interest at the rate and commencing upon the date stipulated in this Article.

Unless otherwise specified on the face page of this AGREEMENT, invoices will not require support documentation.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741 are incorporated herein.

19. ORDER OF PRECEDENCE

Any inconsistency or conflict between the standard terms and conditions set forth therein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order: First, typed instructions and/or conditions on the face of this AGREEMENT; Second, the Standard Terms and Conditions; and Third, the attachment(s) (if any) attached hereto.

20. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the CLIENT and PDS agree to submit all claims and disputes arising out of this AGREEMENT to non-binding mediation. Mediation shall be conducted under the auspices of mediation upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT. This provision shall survive completion or termination of this AGREEMENT; however, neither party shall seek mediation of any claim or dispute arising out of this AGREEMENT beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

21. HAZARDOUS MATERIAL

The scope of PDS's services for this agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.