

AGREEMENT TO PROVIDE PROFESSIONAL PLANNING & DESIGN SERVICES

THIS AGREEMENT is made as of the _____ day of _____ 2008, by and between the City of O'Fallon, Illinois, hereafter called the 'City' and Streiler Planning, LLC in partnership with 180° Design Studio and M² Architecture Studio, hereinafter called the 'Consultant Team'.

WHEREAS, the Client desires to secure professional services to prepare a Commercial Design Handbook including meeting facilitation and the development of a Quick Reference Brochure, hereinafter called the "Project;" and

NOW, THEREFORE, the Client and the Consultant Team agree in matters pertaining to the performance or furnishing of professional consulting services by the Consultant Team with respect to the Project and the payment for those services by the Client as set forth below.

ARTICLE I CONSULTANT TEAM RESPONSIBILITIES

The Consultant Team shall perform for or furnish to the Client professional planning and related services in all phases of the Project to which this Agreement applies as hereinafter provided. Todd Streiler, of Streiler Planning shall serve as the Project Manager and the Client's primary contact for this Project. The Consultant Team shall jointly furnish services as a team in all work elements.

The standard of care for all professional planning and related services performed or furnished by the Consultant Team under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services.

ARTICLE II SCOPE OF SERVICES

The following scope of services was developed in response to the City's Request for Qualifications issued to develop the Commercial Design Handbook. The Consultant Team will be responsible for providing the following planning and design services to the City of O'Fallon, Illinois:

Task I- Project Kick-off Meeting. This meeting will be scheduled at the project onset. The project team will discuss the scope of work and project schedule which will include the following topics: public meeting strategy, data needs, Focus Group composition and format and long-term vision for the Commercial Design Handbook, including possible urban design districts or corridors. The meeting will include a review of the project objectives as they relate to existing or anticipated development or redevelopment proposals.

- **DELIVERABLES:** Definition/clarification of project objectives.
- **SCHEDULE:** A meeting summary will be prepared following the meeting and presented at the Focus Group Meeting(s). Monthly collaboration meetings will be conducted with

the Client to review project progress & deliverables. The meetings shall take place at a mutually agreed upon time and location.

Task II- Existing Conditions Analysis. During Task II the Consultant will review the City's Comprehensive Plan, Zoning Ordinance, Residential Design Guidelines and other documents that would aid in the understanding of the City's planning and zoning procedures and requirements. The Consultant will tour the planning area to assess the visual and physical strengths and weaknesses and review any proposed developments to gain a better understanding of the past, present and future land development and trends. Observations will be recorded on an easy-to-use architectural assessment inventory worksheet. An Existing Conditions Report will be prepared identifying any key architectural design cues, observations for each of the six target areas, how/where to break the project area into specific sub-areas and alternatives for implementing/administering the design review process. While each of the above areas is unique, we will strive to identify sub-area and city-wide elements that bring continuity and cohesiveness to the areas architecture and urban environment. The Existing Conditions Report will highlight these findings and be included in the Commercial Design Handbook to provide key background information of the study area(s).

- **DELIVERABLES:** Existing Conditions Report
- **SCHEDULE:** Month One

Task III- Focus Group Sessions. During the Focus Sessions, we will provide an outline of the proposed Commercial Design Handbook, review of the planning process to date and present the findings of the Existing Conditions Report. Following our presentation, the participants will be empowered to become citizen planners and participate in an interactive discussion of the "wishes and worries" as they relate to the Commercial Design Handbook and the current state of design in O'Fallon. During the meeting we will present common design concepts and vocabularies specifically suited for each target area. The goal of the meeting is to develop a clear understanding of the underlying issues as they relate to commercial design, and that a "vision" for the target areas is identified relative to architectural design and material preferences. A meeting summary will be prepared following each Focus Session.

An ***Architectural Assessment Survey*** may be conducted during the focus session(s) for an additional fee to help familiarize participants with the concept of visual aesthetics and to elicit their value statements as related to the target areas. The survey would be designed and facilitated with the intent of obtaining a ranking of the most preferred/least preferred design elements and other intrinsic resources within the planning area as determined by the participants.

- **DELIVERABLES:** Focus Session Summary / Architectural Assessment Survey
- **SCHEDULE:** Month2

Task IV- Draft Commercial Design Elements. We will attempt to define and clarify unifying design elements, materials options, massing images, streetscape relationship to building and the site developments. These concepts will be supported with graphic examples of various building design elements. When appropriate, 3-D modeling will be used in the creation of the

building concepts and to illustrate key design elements in the final Commercial Design Handbook.

A definition section will be included in the handbook to explain the various design concepts and features such as shadow-lines, façade articulation and cohesiveness. The purpose of the design guidelines will be to enhance the identity and vitality of the city's commercial target areas through the creation of Design Guidelines that address common architectural elements.

- **DELIVERABLES:** Prepare Example Design Elements
- **SCHEDULE:** Month3

Task V: Draft Commercial Design Handbook. Based on the City's Comprehensive Plan's vision and goal statements, feedback from the Focus Session(s) and our observations, we will begin developing commercial design guidelines. The guidelines will be presented in the Handbook with annotated diagrams depicting the typical building orientation, massing, materials, height and roof & wall planes. The guidelines will provide the building typology used in the Commercial Design Handbook to communicate various design concepts, such as the use of voids and solids, fenestration and variation of wall planes to help break-up the massing of larger structures. The guidelines may include architectural elements such as:

- | | |
|------------------------------------|-----------------------------|
| 1. Building Orientation/Elevations | 6. Scale |
| 2. Exterior Building Materials | 7. Roof-Mounted Equipment |
| 3. Roof Design | 8. Ground-Mounted Equipment |
| 4. Anti-Monotony | 9. Loading Areas |
| 5. Massing & Fenestration | 10. Streetscape Design |

- **DELIVERABLES:** Draft Commercial Design Handbook
- **SCHEDULE:** Month 3-4. Draft to be reviewed with the Client and presented to a City-selected Focus Group.

Task VI: Final Commercial Design Handbook. The final Commercial Design Handbook will be prepared and submitted to the Client for final review. The architectural guidelines will coordinate with existing and anticipated development plans and the community's vision for the future. The design guidelines will be drafted in a format that is compatible with the City's ordinances and include procedural recommendations. The Quick Reference Brochure and Presentation Boards will also be developed in conjunction with the delivery of the Final Commercial Design Handbook. The intent is to have all of these items prepared for review and comment prior to final submittal of the handbook. All final deliverables will be submitted in both a camera-ready and electronic format compatible with the client's software.

- **DELIVERABLES:** Final Commercial Design Handbook, Quick Reference Brochure and Presentation Boards.
- **SCHEDULE:** Month 5. The final deliverables will be presented to the Client and its decision making bodies.

Task VII: Training Sessions. The Consultant Team will conduct training sessions with staff to facilitate utilization of the Handbook. We will also participate with the staff to evaluate 1 or 2 sample projects to demonstrate practical implementation of the Guidelines.

- **DELIVERABLES:** Meeting Concepts/Notes.
- **SCHEDULE:** Month 5

ARTICLE III SCHEDULE

The Consultant will perform the services described in the Scope of Service for Tasks I-VII within five (5) months of the contract initiation date or other date mutually agreed upon by the Client and Consultant Team. The Schedule can be modified at any time during the project as

ARTICLE IV COMPENSATION

The Client shall compensate the Consultant in the amount of **\$29,929.00**, for performing the work elements described in Article II "Scope of Services". The Client shall reimburse the Consultant for all indirect costs such as printing, postage, mileage, etc.

Hourly services, if any, may be provided for items and services that fall outside the scope as defined in Article II, as directed by the Client and agreed upon by the Consultant. Any work done beyond Article II shall be authorized by the Client before the commencement of any additional work. Should the Consultant perform additional services as directed by the Client beyond those specified in Article II, compensation will be billed on an hourly basis. The Consultant, as a condition to payment of amounts exceeding the lump sums herein specified, shall first notify the Client that the services requested or contemplated by the Client falls outside the scope of services in Article II, and provide the Client a reasonable estimate of the cost of the work so requested or contemplated and hourly rates.

A statement shall be submitted to the Client every 30 days including the services performed and other expenses for work specifically requested by the City and outlined in Article II. Payment is due no later than 30 days after the date of the Consultant's statement. If payment is not made in a timely manner, the Consultant reserves the right to discontinue work until payment is received. The Consultant shall own the reports, opinions, or materials which result from the assignment until paid for by client. In addition, interest is charged at the rate of 1½% per month or a maximum interest allowed by law on amounts not paid within 30 days.

The Consultant shall report to the City Planner and serve at the will of the Mayor and the City Council, and shall receive compensation for services as provided herein. The Client may retain the Consultant for additional professional services as needed subject to the terms of this Agreement

**ARTICLE III
MISCELLANEOUS PROVISIONS**

This agreement shall be effective until the completion of the items in Article 1. PROVIDED, HOWEVER, this agreement may be terminated by either party at any time and for any reason by giving notice in writing. In the event the City terminates this Agreement as herein provided, the City agrees to pay the Consultant any and all sums due and owing for services rendered in accordance with the terms of this Agreement of the effective date of such termination.

CONSULTANT TEAM:

CITY:

STREILER PLANNING

THE CITY OF O'FALLON, ILLINOIS

_____ Date: _____
Todd M. Streiler, AICP, LEED AP

_____ Date: _____

180° Design Studio

_____ Date: _____
Kevin Klinkenberg, AIA

ATTEST:

M² Architecture Studio

_____ Date: _____
Max H. Nall II, PE

_____ Date: _____
City Clerk