

RESOLUTION NO. 3332

SYRACUSE URBAN RENEWAL AGENCY

RESOLUTION AUTHORIZING THE PROCUREMENT OF SERVICES FROM MELK URBAN DESIGN LLC AS THE PRIMARY CONTRACTOR FOR PHASE I OF THE SYRACUSE URBAN SPACE PROJECT

WHEREAS the Syracuse Urban Renewal Agency (hereinafter "SURA") is the owner in fee of a certain parcel of real property commonly known as 216 South Salina Street, Syracuse, NY (104.-27-02.1) and commonly referred to as Perseverance Park (hereinafter the "Property"); and

WHEREAS; SURA desires to redesign and update the Park (hereinafter the "Project"); and

WHEREAS, in November of 2014 SURA sought requests for proposals for the Project, the proposals were reviewed by a Jury and a recommendation has been made to SURA to contract with Melk urban design llc (hereinafter "Melk"); and

WHEREAS, Melk is a minority owned business certified by the State of New York; and

WHEREAS, All submissions to the request for proposals and the Jury's recommendation to SURA have been made available to the Board for its review and consideration; and

WHEREAS, SURA desires to contract with Melk for phase one of the Project, comprising of community outreach and schematic design and as further outlined in the fee proposal letter from Melk dated April 2, 2015 and being attached to this Resolution and incorporated herein as Exhibit "A" (hereinafter "Phase One"); and.

WHEREAS, Phase One is expected to cost two-hundred and eighty-eight thousand dollars (\$288,000.00); and

WHEREAS, the total estimated budget for the Project is two million eight hundred thousand dollars to three million dollars (\$2,800,000.00 - \$3,000,000.00); and

NOW THEREFORE, BE IT RESOLVED, that upon receipt of commitments of funds in an amount of at least two-hundred and eighty-eight thousand dollars (\$288,000.00) (including any funds committed by SURA to the Project) SURA authorizes its Chair to act on behalf of SURA and enter into a contract with Melk for Phase One of the Project in an amount not to exceed two-hundred and eighty-eight thousand dollars (\$288,000.00).

BE IT FURTHER RESOLVED, that the officers, agents and employees of SURA are also hereby directed to proceed to do such further things, or perform such further acts and execute such other documents, as are necessary to implement this Resolution, upon those terms and conditions that are satisfactory to counsel for SURA.

DATED: April 28, 2015

SYRACUSE URBAN RENEWAL AGENCY

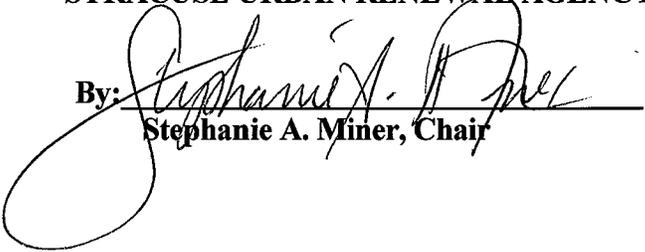
By: 
Stephanie A. Miner, Chair

EXHIBIT "A"

EXHIBIT "A"

April 2, 2015



!melk landscape architecture PC
!melk urban design LLC

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Kate Auwaerter

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Syracuse Urban Renewal Agency
201 East Washington Street, Suite 602
Syracuse, NY 13202

re: !melk team fee proposal for Syracuse Urban Space Design - Phase 1

Dear Kate,

We are very pleased to present to you our team's fee proposal for design services related to the Planning and Design of a new Urban Space, located at the current "Perseverance Park", on South Salina Street and West Washington Street in Syracuse, NY.

Per your request, this fee proposal is for design services for Phase 1 "Community Outreach/Schematic Design" only. The duration of this Phase is 5 Months, per your DRAFT Schedule sent to us on March 18, 2015.

Syracuse is a wonderfully energetic place and the !melk-led team is thrilled to be able to create a new Urban Space for and with you, poised to become a civic and cultural destination that will help to reinvigorate the identity of the City's Downtown.

What !melk offers is a collaborative, insightful attitude towards establishing an identity for a dynamic and engaging world-class public space. We have cultivated a reputation of creativity and for delivering well-crafted, forward-looking designs that can be enjoyed year-round. We specialize in straightforward and honest projects in the urban environment that serve as catalysts for the area, and before us lies a fantastic opportunity to build a new civic destination that will fortify the identity of Syracuse.

Our team is a tight-knit, nimble and complementary group of the most qualified professionals in their fields, all dedicated to a design environment that crosses disciplinary boundaries and challenges. !melk is joined by key collaborator, the multiple award-winning Public Artist **Cecil Balmont**, of **Balmont Studio**, from London, UK. Cecil will work as an integral design team member during this first Phase, developing the Public Art component of the Urban Space project.



Additionally, our team comprises of the following consultants to critically engage with our design efforts:

Tillotson Design Associates, the award-winning lighting design firm from New York City, led by Suzan Tillotson; **C&S Companies**, from Syracuse, delivering a full suite of Engineering Services, including Civil, Electrical and Site Mechanical Engineering as well as Cost Estimating; and **ETM Associates**, led by Tim Marshall, our site Operations and Maintenance consultant.

Should the need arise for auxiliary or supplemental specialists arise, **Imelk** is fully capable to accommodate and lead additional team members and to accommodate the needs of the project.

All of the **Imelk** (core) team members have a proven track record of taking our projects from idea, through detailing, to realization, prevailing over any time and budget constraints. We are extremely enthusiastic for the opportunity of collaborating with you, as we sculpt a vision for this project. We anticipate working closely with the City of Syracuse, the Syracuse Urban Renewal Agency, and the stakeholder community, to lay the foundation for an imaginative design that will be enjoyed by residents and visitors and that will invigorate Downtown Syracuse's character and identity.

Listed below is a description of our team's work scope for Planning and Design of the new Urban Space project, in Syracuse, NY, through Phase 1 "Community Outreach/Schematic Design".

This proposal may still contain certain assumptions regarding work scope/project components, project schedule, as well as deliverables; in the event any of the assumed parameters change, we anticipate the possibility to adjust our fees accordingly.

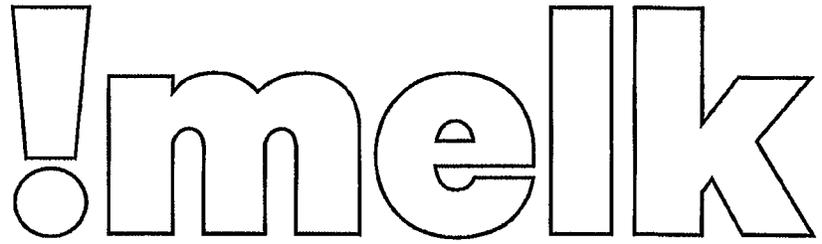
I. Scope of Services

PHASE 1 - COMMUNITY OUTREACH AND SCHEMATIC DESIGN

Consultant: **Imelk landscape architecture & urban design**

Imelk will serve as the Prime Consultant and Lead Landscape Architect for the project. The project encompasses the design of a world-class Public Space in Downtown Syracuse, NY - of approximately 28,000 sf, with an integrated Public Art component by Cecil Balmond of Balmond Studio.

All team and Client coordination will be done by **Imelk** and all other consultants will be sub contracted to **Imelk**. Jerry van Eyck will serve as Principal-in-Charge of the project, and Ian Hampson will be the Project Manager. **Imelk** will attend regular design team meetings and design presentations. Additional team meetings for agency review, ownership review, or general coordination will be attended when required.



For Phase 1 of the project, "Community Outreach/Schematic Design", **!melk** will be collaborating closely with **Balmond Studio**, led by Cecil Balmond. Cecil will participate in the Community Outreach process, which is scheduled to have a duration of approx. 3 Months. During the final 2 Months of Phase 1, **!melk** and Balmond Studio will work in tandem towards the development of a Schematic Design for the project, during which will also be established what the Public Art component of the project will become.

After the Schematic Design Phase, this Public Art component will be furthered by Balmond Studio under a separate Artist Fee agreement.

!melk scope:

Stage 1: COMMUNITY OUTREACH

- Prepare and develop Community Engagement format;
- Facilitate three days of meetings and (interactive) workshops in Syracuse;
- Engage with the City, key stakeholders and community representatives; *
- Gather attitudes, ambitions, and to sift through pertinent information that will help to inform the design direction for the project;
- Discuss ambitions for Public Space character;
- Workshop on Public Art typologies (with Balmond Studio);
- Prepare Analysis & Input Summary;
- Discuss with SURA and assess City Expectations;
- Review site data and prepare site base materials;
- Determine viable creative opportunities;
- Review urban conditions, site and program requirements;
- Planning, zoning, and procedures;
- Generate strategic diagrams and sketch options;
- Urban connections;
- Basic site layout and massing, based on circulation, views and zoning ordinances;
- Site Boundary studies and opportunities
- Cross sectional studies;
- Programming and events concepts;
- Initial environmental strategies;
- Identity and textures;

- Deliverables: - Materials for three days community workshops;
- 11" x 17" Program report (summary describing processing and interpretation of community input);
- Keynote presentation of Initial Design Concept;
- 11" x 17" Initial Design Concept report.

* Syracuse Urban Renewal Agency to identify the various key stake holder groups/individuals prior to engagement workshops, as well as assist **!melk** with setting an agenda for these workshops

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The Community Outreach stage will be concluded with a Presentation/Workshop to the City, key stakeholders and community representatives highlighting the range of options that were tested and the creative methods that were applied to implement the programmatic suggestions and ambitions from the community. Design studies, sketches, plans, and models will be specifically constructed to illustrate conflicts and solutions, and reaction to ideas. Finally, an initial Design Concept for the Public Space as well as for the Art component will be presented.

After this presentation, the team will invite key stakeholders and community representatives to a 2 week open forum to provide feedback, after which the **!melk** team will develop the initial Design Concept into a full Schematic Design. Balmond Studio will work in conjunction with **!melk** during this stage, focussing on the integration of a Public Art component.

Stage 2: SCHEMATIC DESIGN

- Based on evaluation and City, community and stakeholder input, further develop Design Concept;
- Develop configuration, layout and massing options;
- Test and illustrate each of the options for identity and character, footprint, massing/development envelopes, street connectivity, views, and topography;
- Relationship with adjoining urban context, and access points;
- Develop Art setting and/or integration and program scenarios;
- Develop circulation concept;
- Sectional height, massing and footprint diagrams;
- Illustrative Design Concept for the Park;
- Operations scenarios and suggestions;
- Identity and Character studies;
- Coordination with design team engineers for services related to geotechnical information, sub base foundation, drainage calculation, structural engineering, engineering of lighting, hydrolics, etc.;
- Research of vegetation and trees; identification of potential suppliers/nurseries;
- Interim presentations of sketch designs, illustrated with precedent studies and reference images, plan drawings to scale, 3-D studies (design work will be done in 3D format) and details of landscape elements;
- Research of paving materials, textures, qualities, samples, test surfaces
- Coordination with specialist consultants;
- Preliminary code review;
- Develop Environmental strategies;
- Planning coordination with Syracuse Urban Renewal Agency / owner's representative;
- Assessment/identification of optional auxiliary consultants
- Assist with cost estimate (led by C&S);

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- Production of:
 - design concept visualizations, presentation images, and vignettes;
 - Schematic Design plans on CAD backgrounds provided by the City;
 - Schematic site sections;
 - Schematic vegetation plan;
 - design narrative & outline specifications;
 - up to 6 (seven) PR quality high resolution Artist Renderings intended for publication and public display purposes;
 - Conclusive Keynote Presentation and discussion;
 - 11" x 17" Schematic Design summary booklet.

Consultant: **Balmond Studio**

Balmond Studio will be collaborating closely with **!melk landscape architecture & urban design**, to co-lead the conceptual development of the design for the new Urban Space, and to ultimately author a significant Public Art component for the project.

After the Schematic Design Phase, it is anticipated that the Public Art contribution will be furthered by Balmond Studio under a separate Artist Fee agreement.

Cecil Balmond will attend regular design team meetings and design presentations. Cecil will also participate in the Community Outreach workshops and Design Concept presentation.

Balmond Studio scope:

Stage 1: COMMUNITY OUTREACH

- Participate in Community Engagement workshops in Syracuse;
- Engage with the City, key stakeholders and community representatives;
- Brainstorm session on Public Art expectations and possibilities;
- Present Initial Design and Art Concepts;

Stage 2: SCHEMATIC DESIGN

- Develop design options based on evaluation with City, community and stakeholders;
- Work with **!melk** on integral Art concept and narrative;
- Orientation and view corridors;
- Illustrative sketches;

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- Coordination with design team engineers for services related to sub base foundation;
- Planning coordination with Syracuse Urban Renewal Agency / owner's representative;
- Assessment/identification of optional auxiliary consultants
- Assist with cost estimate (led by C&S);

Consultant: **C&S Companies**

C&S Engineers inc, from Syracuse, will deliver a full suite of Engineering Services, including Civil, Electrical and Site Mechanical Engineering as well as Cost Estimating.

While the bulk of the Engineering services will be rendered during Phase 2, C&S will provide assistance and review services to **!melk** during the Schematic Design phase.

At the end of the Schematic Design phase, C&S will provide Cost Estimating services for the project.

C&S scope:

- Create base mapping for the project area using AutoCAD Civil 3D;
- Meet with project team to coordinate locations and requirements of below-grade work;
- Review Schematic Design and assess impact on site utilities, which may include:
 - modifications to electrical system;
 - modifications to drainage system;
 - modifications to water system;
 - relocations of other utilities as necessary;
 - design of light-duty foundations or footers for small-scale landscaping items such as walls, planters, lighting elements, and similar items.
- Provide Schematic Design Cost Estimating.

Consultant: **Tillotson Design Associates**

Tillotson Design Associates, led by Suzan Tillotson will furnish architectural lighting design services for the Downtown Syracuse Urban Space.

TDA scope:

- Prepare a schematic lighting design (lighting layouts, cut sheets, and sketches as required) on drawings provided by **!melk**. TDA shall make up to two (2) revisions to the schematic studies, if required. These documents shall be furnished in AutoCAD;



- Provide illumination levels in accordance with the program requirements of the end user - all calculations performed by Tillotson Design Associates are based on IES standards and manufacturer's photometry. TDA shall not perform daylight studies;
- Provide a lighting power budget to the electrical engineering consultant;
- Prepare a schematic budget estimate in the form of estimated unit material costs for lighting equipment;
- Prepare one (1) presentation in PowerPoint or In Design format.
- Attend meetings in New York City as required to complete the lighting design. Attendance at out-of-town meetings is limited to two (2) person-days. Out of town factory visits are not included and, if required, shall be requested in writing by **Imelk** and shall be billed as an Additional Service;

Consultant: **ETM Associates**

ETM Associates, led by Tim Marshall, will advise the design team and the City with regards to Operations and Maintenance strategies for the new Urban Space, as well as estimate the annual operating budget for the project.

ETM scope:

- Review of Schematic Designs;
- Provide analysis on O+M issues associated with Schematic Designs;
- Develop O+M Costs and Identify Key Issues;
- Provide ongoing review of Schematic Designs as prepared by **Imelk** and revise quantities of the proposed improvements;
- Develop a preliminary list of maintenance tasks along with estimated costs;
- Map all park areas (hardscape and softscape) and quantities in order to develop an estimated cost for maintenance of the new Urban Space;
- Attend meetings at the request of and approval of **Imelk** to assist with the development of the maintenance plan, management strategy and interface with city agencies involved with the project
- Prepare a Schematic Design Maintenance Strategy and Budget, to include:
 - Estimated annual operating budget;
 - Estimated staffing needs, skilled and unskilled;
 - Identify opportunities for in-house and/or contracted services;
 - Identify special/critical horticultural and non-horticultural needs;
 - Identify key or critical operational, programmatic, special event and concession issues;
 - Identify potential O+M facility needs;
 - Identify equipment needs;
 - Provide management and operational recommendations.



II. Schedule/duration of the Design Phases

This fee proposal is for Planning and Design of the new Urban Space project in Syracuse, NY, and applies only to Phase 1 "Community Outreach/Schematic Design". As per your DRAFT Schedule sent to us on March 18, 2015, the duration of this Phase is:

- **Community Outreach/Schematic Design** - **5 Months**

All fees indicated in this proposal are based on this given durations; in the event that the actual duration or schedule of the projects will prove to be SIGNIFICANTLY different (for example due to extended approval processes, program evolution or revised functional scenarios), the **!melk team** shall be entitled to a renegotiation of the fee.

In order to meet the schedules mentioned above, the **!melk** team will require certain documents containing essential information prior to commence the Schematic Design stage of Phase 1. If any of the items listed below is not made available in time, the project schedule may immediately be compromised. The consequence of this will also be that **!melk's** fees set forth in this proposal will be subject to renegotiation.

In order to meet the project schedule, it is absolutely necessary that **!melk** will be provided with:

1. A survey base with current site condition and existing site grading plan with contours and all spot elevations;
2. A utilities survey indicating existing stormwater inlets, potable water lines, sewage water lines, inlets and outlets, and any other utilities present on and under the site (electrical, telephone, etc.);
3. Detailed digital underlays indicating all relevant utilities and points of connection;
4. Before commencing the Constuction Documents stage **!melk** requires a geotechnical analysis of the existing soils to determine appropriateness for planting and/or pavingas well as a structural analysis of the site to determine structural capacity and the paving sub-grade mix;
5. Documentation of any adjacent an/or relevant property or City ordinances.



III. Compensation

A. Basic Services

This fee proposal indicates fees for the **!melk team** for the Planning and Design of the new Urban Space project, in Syracuse, NY, through Phase 1 "Community Outreach/Schematic Design" as listed under "I. Scope of Services."

Per Client's request, **!melk** can submit a detailed breakdown of time allotment and cost projection. Neither labor nor expense estimates will be exceeded without Client's written approval. Reimbursable Expenses are separately listed and are in addition to the fee.

For the services listed above, that will span an 5 Month period, the **!melk team's** fee is as follows:

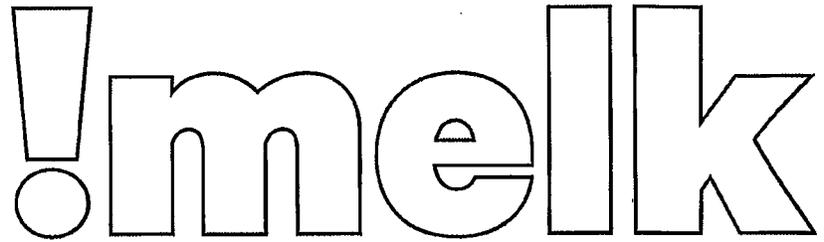
| | fee | reimbursables* |
|--|-------------------|-------------------|
| PHASE 1 Community Outreach/Schematic Design | \$ 250,500 | |
| subtotal - team fee | \$ 250,500 | |
| estimated reimbursable expenses* | | \$ 37,500* |
| TOTAL | | \$ 288,000 |

* includes 3 business class airfares for Cecil Balmond London-Syracuse-London and 4 economy class airfares for **!melk** (up to 3 **!melk** staff) New York-Syracuse-New York as well as hotel accommodation, with 1 night hotel stay for each trip, with the exception of the three days engagement workshops at the beginning of PHASE 1, as well as other direct cost reimbursable expenses as listed below.

B. Other Reimbursable Expenses

Estimated Reimbursable Expenses are separately listed above. In addition to cost for travel and hotel accommodation, other direct costs considered reimbursable expenses include the following items:

- a. photocopying/printing/reprographics/binding
- b. Shipping/Mailing/Postage/Messenger
- c. Permits and/or registration fees
- d. Taxi and ground transportation fares related to presentations, coordination workshops and site visits as normally required or for any matters relating to the design and realization of the project.



C. Payment Schedule

!melk will issue monthly progress invoices on a percentage completed basis of the current design stage. Invoices are payable within 30 days.

D. Retainer

As per standard practice, a \$ 40,000 retainer is required prior to commencing Phase 1 (Framework Plan) or upon being awarded the contract. **!melk** will compensate for this retainer cost by deducting 50% of the retainer amount in the final 2 billing cycles.

E. Additional Services

Upon request, the **!melk team** can provide additional services that are not included in the basic services as defined in Section I above and are considered additional services. Fees for Additional Services, only if authorized in writing by the Client, will be billed on an hourly (time and materials) basis, per the rate schedules below:

!melk 2015 Rate Schedule

(all rates indicated shall be in effect until December 31, 2015)

| | hourly rate (US\$) |
|---|--------------------|
| design principal | 350 |
| project manager | 250 |
| project landscape architect/senior designer | 180 |
| landscape designer/architect | 125 |
| landscape architectural technician | 150 |
| draftsperson/CAD | 115 |
| administrative | 70 |
| intern/junior draftsperson/CAD | 50 |

Balmond Studio 2015 Rate Schedule

(all rates indicated shall be in effect until December 31, 2015)

| | hourly rate (US\$) |
|------------------|--------------------|
| Cecil Balmond | 450 |
| director | 220 |
| project manager | 190 |
| project designer | 110 |



Tillotson Design Associates 2015 Rate Schedule

(all rates indicated shall be in effect until December 31, 2015)

| | hourly rate (US\$) |
|-------------------------------|--------------------|
| Suzan Tillotson | 275 |
| principal | 215 |
| sr. associate/project manager | 155 |
| designer | 120 |

ETM Associates 2015 Rate Schedule

(all rates indicated shall be in effect until December 31, 2015)

| | hourly rate (US\$) |
|----------------------|--------------------|
| principal | 260 |
| sr. operations staff | 115 |
| operations staff | 85 |

IV. Agreement

This fee proposal represents our understanding of scope, deliverables and schedule for the Planning and Design of the new Urban Space project, in Syracuse, NY, through Phase 1 "Community Outreach/Schematic Design". If you find it acceptable as an initial agreement, please return a signed copy of this letter as our authorization to commence work.

Please sign two copies of this proposal and return one copy to **Imelk urban design LLC**, 111 John Street, Suite 2650, New York, NY 10038. Please call if you have any questions on this proposal. We look forward to working together on this exciting project!

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry van Eyck', written over a horizontal line.

Jerry van Eyck, principal
Imelk urban design LLC

Accepted by Syracuse Urban Renewal Agency:

Name

Title

Date