

RESOLUTION AUTHORIZING THE PROCUREMENT OF SERVICES FROM !MELK URBAN DESIGN LLC FOR THE NEW URBAN SPACE PROJECT

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

WHEREAS, SURA has created the New Urban Space Project (also referred to as the “Syracuse Urban Space Project”) to redesign and update the Property (hereinafter the “Project”); and

WHEREAS, SURA sought requests for proposals for the Project in November of 2014, the proposals were reviewed by a Jury and a recommendation was 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, the Board previously authorized the procurement of services from Melk for Phase I of the Project pursuant to Resolution No. 3332 dated April 28, 2015; and

WHEREAS, SURA entered into a contract with Melk made as of the 1st day of August 2015 for Phase I of the Project pursuant to Resolution No. 3332; and

WHEREAS, Phase I of the Project is now complete; and

WHEREAS, SURA desires to contract with Melk to begin Phase II of the Project where Melk will provide services for a Comprehensive Site Design Plan as further outlined in the fee proposal letter from Melk dated October 12, 2017 and being attached to this Resolution and incorporated herein as Exhibit “A”; and

WHEREAS, this contract with Melk to begin Phase II of the Project is expected to cost Twenty-Eight Thousand Dollars (\$28,000.00); and

WHEREAS, SURA Procurement Guideline section V(B)(4)(b) requires approval by a resolution of the Board for the award of any procurement contract; and

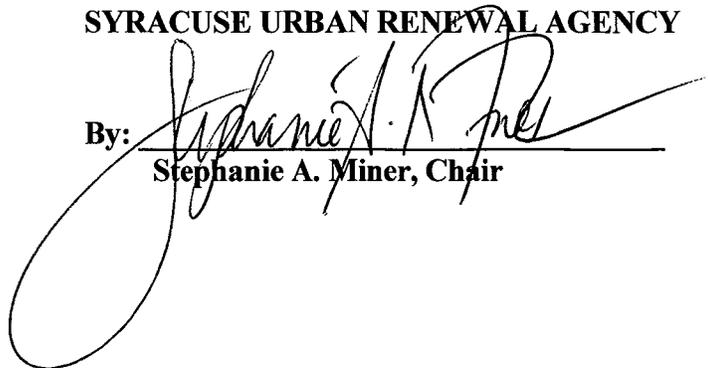
NOW THEREFORE, BE IT RESOLVED, that upon receipt of commitments of funds in an amount of at least Twenty-Eight Thousand Dollars (\$28,000.00) (including any funds committed by SURA to the Project) SURA authorizes its Chair to act on behalf of SURA and enter into a contract with Melk, as approved by SURA’s counsel as to terms, form and content, in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000.00); and

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 SURA's counsel.

DATED: October 24, 2017

SYRACUSE URBAN RENEWAL AGENCY

By:

A large, stylized handwritten signature in black ink, appearing to read 'Stephanie A. Miner', is written over a horizontal line. The signature is highly cursive and loops around to the left.

Stephanie A. Miner, Chair

Exhibit "A"

October 12, 2017



!melk landscape architecture PC
!melk urban design LLC

111 John Street, Suite 2650
New York, NY 10038
T 212.513.1025
F 212.513.1055
melk@melk-nyc.com
www.melk-nyc.com

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

BD-206.fp.r2.09292017

re.: Revised Fee Proposal for Syracuse “New Urban Space” Comprehensive Site Design Plan

Dear Kate,

We are delighted to have the opportunity to continue our work with you, the Syracuse Urban Renewal Agency, The Mayor of Syracuse, and the Mayor’s Advisory Committee and we are deeply intrigued to develop a Comprehensive Site Design Plan for the Syracuse “New Urban Space.” The success of this urban initiative and its influence on Downtown Syracuse will be pegged to the parameters and possibilities found within the Plan that we hope to craft together with you. The goal of this exercise will respond to the new vision of a reduced area of the “New Urban Space” (public space/plaza) and the inclusion of a “New Future Development Parcel.”

Based on the email correspondence from June 16th, 2017, we have been made aware of changes to the project directives and their impact on the configuration and dynamics of the public space. With **!melk’s** knowledge of the site based on our site analysis and “First Ideas” presentation, we are ideally suited to quickly and effectively establish the needed framework and guidelines to govern the design of the public space, accessory structures, and to define the new development.

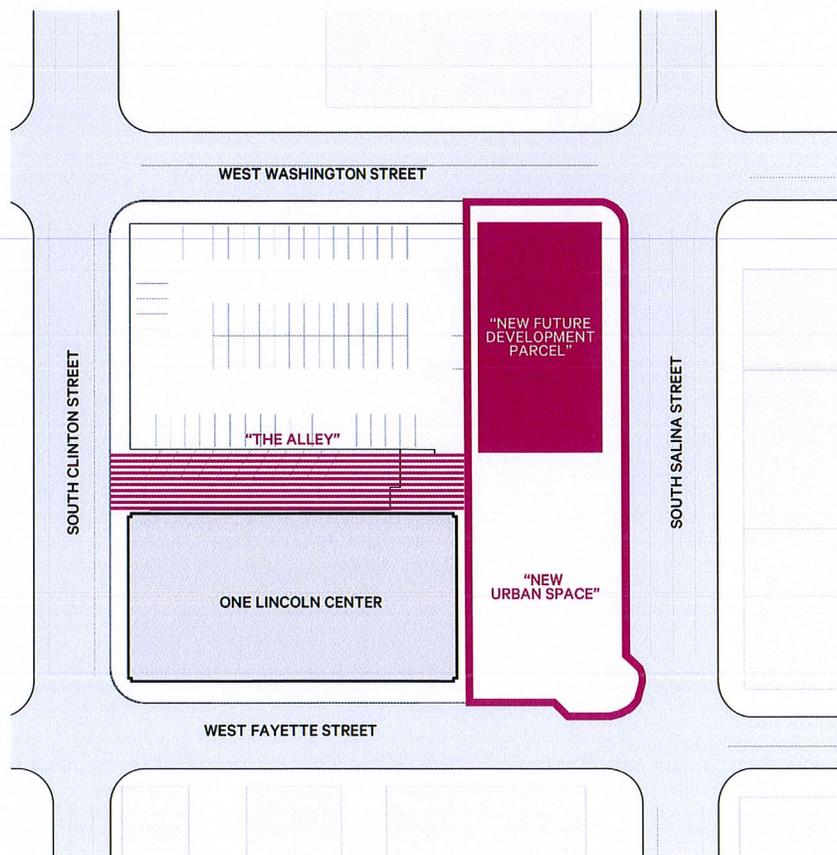
Our proposal may contain certain assumptions regarding project schedule, work scope/project components, as well as deliverables. We anticipate a continued dialog with the Advisory Committee to ensure that the most appropriate parameters are established that will ultimately fulfill the goals set out by the Syracuse Urban Renewal Agency, The Mayor of Syracuse, and the Mayor’s Advisory Committee.

!melk

I. Scope of Services

As currently understood, indicated below and reflected in this fee proposal, **!melk**'s scope of services will respond to the needs of the Syracuse Urban Renewal Agency, The Mayor of Syracuse, and the Mayor's Advisory Committee by providing services for an Comprehensive Site Design Plan for the proposed "New Urban Space" and adjacent "New Future Development Parcel." The assumed scope of work related to the "New Urban Space" and the "New Future Development Parcel" will consist of the following:

1. "New Urban Space" (public space/plaza);
2. "New Future Development Parcel" and Streetscape;
3. "The Alley";



A description of the anticipated activities, tasks, and deliverables for the Comprehensive Site Design Plan are listed on the following pages. All project components are expected to be developed as one stage. If the project is split into more than one Plan stage, **!melk** reserves the right to renegotiate the fees mentioned under [III. Compensation] due to the fact that submittal compartmentalized project packages require additional time and effort to coordinate and deliver.



A. Comprehensive Site Design Plan

The Plan process will include Kick-Off Meeting with Client to review the latest thoughts and considerations related to the project site and to discuss project goals and objectives, potential design elements, issues and concerns, schedule, review of existing information, and site analysis. Key to this process will be the development of options (footprint, height, etc) and possibilities for the “New Future Development Parcel.” The end deliverable will be a Comprehensive Site Design Plan for the “New Urban Space” and “New Future Development Parcel” that establishes development configurations and possibilities, site-wide design guidelines and strategy for future development beyond the current project boundary.

Tasks will include:

- Kick-Off Meeting and Preliminary Workshop;
- Intermittent Meetings with the Advisory Committee (web-based);
- Site Analysis, (built upon !melk’s initial “First Ideas” Site Analysis);
- Review applicable code, city, or planning requirements;
- Identification of any information needed by **!melk**;
- Development of Plan narrative and guidelines for the design;
- Circulation scenarios;
- Analysis of existing conditions on site and examination of the, and potential maximum, buildable FAR, per current Zoning and building envelope guidelines;
- Massing concepts for new development;
- Building Footprint: Set-back studies, parcel delineation studies, and height;
- Development of Site Design Guidelines Narrative including planting palette, sidewalk & plaza materiality, lighting, furniture;
- Concepts to integrate One Lincoln Center and South Clinton Street along “the alley”;

Deliverables will include:

- Preparation of the following items to communicate the Plan exercise;
 - Conceptual hand sketches;
 - Conceptual Plans of open plaza space inclusive of landscape art;
 - Sun / Shade & Wind / Microclimate analysis;
 - Precedent imagery and comparison study;
 - Description of paved areas and landscape areas;
 - Massing studies, as related to landscape and circulation;
 - Pedestrian traffic analysis;
 - Description of paved and landscaped area;
 - Site Design Materiality Guidelines Narrative;
 - Draft Plan Package, for review by Advisory Committee;
 - Final Plan Package, for review by Advisory Committee;
 - Presentation Materials, (for any scheduled presentations to the Advisory Committee).



- Renderings:
 - A series of in-house-produced photoshop visualizations and vignettes will be provided to communicate the key components of the Plan ¹

¹ professional, third-party produced, renderings for marketing purposes are subject to additional compensation.

II. Schedule/Duration of the Plan

The schedule/duration of the Syracuse “New Urban Space” Comprehensive Site Design Plan is anticipated to be as follows:

• Part 1: Draft Plan	-	4 weeks
• Part 2: Final Plan	-	2 weeks
	Total Time:	6 weeks

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

In order to meet the schedules mentioned above, **!melk** will require certain documents containing essential information. 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.

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;
4. Documentation of any adjacent an/or relevant property or City ordinances.



III. Compensation

A. Basic Services

This fee proposal indicates fees for **!melk** for the Syracuse “New Urban Space” Comprehensive Site Design Plan

A detailed breakdown of time allotment and cost projection can be made available by **!melk** upon Client’s request. Neither labor nor expense estimates will be exceeded without prior written approval.

For the services listed above, **!melk**’s fee is as follows:

• Part 1: Draft Plan	\$	20,000
• Part 2: Final Plan	\$	8,000
		<hr/>
!melk total	\$	28,000 NTE

*includes travel and reimbursables

B. Payment Schedule

Due to the short duration of the Plan Stage, **!melk** will bill 50% of the lump sum fee upon being awarded the contract. The remaining 50% of the lump sum will be billed upon the delivery of the Final Plan, as defined in, **II. Schedule/duration of the Plan.**

C. Late Payments

Any payment received more than thirty (30) days after the invoice date will be automatically assessed a late fee of 1.5%, or the maximum amount allowed by law, of any unpaid amount. An additional 1.5% of the total unpaid amount plus accrued late fees will be accrued monthly for continued non-payment. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. In addition, **!melk** may, after giving five (5) days’ written notice to Client, suspend the Services until **!melk** has been paid in full all amounts due. Payments will be credited first to interest and then to principal.



D. Reimbursable Expenses

All reimbursable expenses will be subject to Client’s review. The anticipated travel and reimbursables are inclusive to the fee as outlined **III. Compensation** and include the following items:

- a. Outsourced photostats/photocopying/printing/reprographics
- b. Binding
- c. Shipping/Mailing/Postage/Messenger

!melk travel to and from Syracuse, New York shall be reimbursed for the full amount of the incurred expense. The per-person travel expenses listed below represent the estimated cost of airfare, hotel, ground transportation, a 1-night stay based on market rates.

Estimated Travel (per person):

Standard Airfare:	\$ Market Rate
Hotel, 2-Nights:	\$ Market Rate
Ground Transportation	\$ 80
Per Diem	\$ 65
Estimated Travel Expense:	\$ 575 USD (per person)

E. Additional Services

Upon request, **!melk** 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, if authorized in writing by the Client, will be billed on an hourly (time and materials) basis, per the following rate schedule:

!melk 2017 Rate Schedule

(all rates indicated shall be in effect until December 31, 2017)

	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



III. Agreement

This fee proposal represents our understanding of scope, deliverables and schedule for the Syracuse "New Urban Space" Comprehensive Site Design Plan. 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 **!melk urban design LLC**, 111 John Street, Suite 2650, New York, NY 10038

Please call if you have any questions on this proposal. We very much look forward to continuing working together on this exciting project!

Sincerely,

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

Jerry Van Eyck ING, RLA, ASLA
Founder & Principal
!melk urban design LLC

Accepted by:

Name

Title

Date