



October 1, 2020

Honorable Robert M. Restaino
Mayor of Niagara Falls
Niagara Falls City Hall
745 Main Street
Niagara Falls, NY 14301

Re: LaSalle Business District Streetscape

Dear Mayor Restaino:

We are pleased to present this proposal for streetscape improvements for the LaSalle Business District on Buffalo Avenue in the City of Niagara Falls, NY with a scope of work and fees not-to-exceed \$50,000.00.

Tasks:

Engagement and Site Analysis

- A. JKLA will host a Public Kick Off meeting for the LaSalle Business District
 - 1. Introduce the project limits and intent. Session will also include precedent images of various streetscape enhancement opportunities for the community to consider as part of the project.
 - 2. Interactive team building activity to be determined
- B. Site Analysis Walking tour of district
 - 1. JKLA will coordinate and lead a walking tour of the LaSalle Business District for business owners, local residents, NF Engineering Department, NF Planning Department and other pertinent City Departments.
 - 2. Tour will highlight various locations throughout the district for streetscape improvements and present specific materials, or furniture enhancement options for consideration and discussion.
- C. Site Analysis documentation
 - 1. JKLA will create a narrative capturing data from tour and meetings.
- D. ***Scope includes two (2) team meetings with City of Niagara Falls Planning Department during this task.***
- E. Scope Includes JKLA Quality Control and Project Management.

Concept Design

- A. Based on Site Analysis Tour and Public meeting input, JKLA will create a concept plan for streetscape improvements from South Military to 84th Street using Record Drawings provided by the City of Niagara Falls and Google Imaging. A full survey will not be included in the proposal. If it is determined that the City of Niagara Falls cannot provide necessary survey or base information, JKLA will hold a line item for survey work at a not to exceed price, to allow for survey work by a licensed Surveyor, deemed

We do land differently



necessary for the successful installation of the streetscape improvements.

1. Streetscape enhancements could include:
 - a. Sidewalk repair
 - b. Crosswalk enhancements
 - c. Banners, signs, interpretive signs
 - d. Street furniture, trash cans, bike racks
 - e. Trees, planting areas, container plants
 - f. Expanding existing greenspaces, opening views to nearby creek
2. JKLA will create concept drawings
 - a. Plan view rendering
 - b. Up to three perspective views
 - c. Materials Palette booklet
 1. Furniture and specialty items
 2. Pavement treatments
 3. Trees and planting suggestions
- B. JKLA will inventory existing non-traffic signage in the district, review sign intent and informational content, and make recommendations for consolidation, replacement or additions.
- C. Based on approved concept designs, JKLA will prepare an Order of Magnitude Opinion of Probable Costs.
- D. *Scope includes two (2) team meetings with City of Niagara Falls Engineering and Planning Departments during this task.*
- E. Scope Includes JKLA Quality Control and Project Management.

Bid Document Phase

- A. Confirmation of materials pallet including hardscape, surfacing, equipment and furnishings.
- B. Additional survey work that may be required to complete the Bid Document Phase will be subcontracted through JKLA, not to exceed \$2500.00
- C. Preparation of Drawings and specifications for Construction and Bidding of the streetscape work.
 1. Site Preparation Plan
 2. Site Layout and Materials Plan with pertinent spot elevations indicated where necessary. A full grading plan will not be included.
 3. Planting Plan
 4. Construction Details
- D. JKLA will create content and graphics for three (3) interpretive and or/ wayfinding signs to be located in the district.
 1. Research content by theme
 2. Prepare overview of content with Owner
 3. Coordination with Interpretive signage manufacturer
 4. Initial sign design-layout concepts for Owner approval
 5. Revision of layout for final approval
- E. Based on approved refined designs, JKLA will prepare a refined Opinion of Probable Costs to confirm budget expectations.
- F. Preparation of a 50% review set for Owner and Owner's Representative. Scope includes one (1) opportunity for Owner comment and response by JKLA for this 50% submission.



- G. Preparation of a 90% review set for Owner and Owner's Representative. Scope includes one (1) opportunity for Owner comment and response by JKLA for this 90% submission.
- H. JKLA can develop a procurement list with quantities for items to be purchased from the NYS Contract lists with the intent for contractor bid and installation.
 - 1. Street furniture
- I. Preparation of the 100% bid document set, with design specifications using the City of Niagara Falls Front-End specifications.
- J. ***Scope includes three (3) team meetings with City of Niagara Falls Engineering and Planning Departments during this task.***
- K. Scope Includes JKLA Quality Control and Project Management.

Bidding Support Services

**Primary Bidding process to be administered by the City of Niagara Falls.*

- A. JKLA will prepare documents for uploading to Avalon Contractor Room and Construction Exchange
- B. JKLA will schedule and lead a pre-bid meeting
- C. JKLA will answer contractor questions during bidding process and prepare any addenda to bid documents with narrative or drawings as necessary.
- D. ***Scope includes one (1) team meeting with City of Niagara Falls Engineering and Planning Departments during this task.***
- E. Scope Includes JKLA Quality Control and Project Management.

Construction Administration Phase

**Construction Inspection Services will be performed by the City of Niagara Falls.*

**JKLA will perform design specific construction administration as noted below.*

- A. JKLA will participate in a pre-construction meeting with Owner and Contractor.
- B. JKLA will answer Contractor and Owner questions during construction, review product submittals for compliance, and prepare supplemental information for contractor.
- C. JKLA will observe construction on the site up to three (3) visits for up to 1.5 hours each.
- D. JKLA will visit site for "Punch List" of remaining work and relevant issues.
- E. Upon final completion JKLA will visit site and review with owner to confirm project is complete.
- F. ***Scope above describes a total of five (5) site visits/ meetings with City of Niagara Falls Engineering and Planning Departments and Contractor.***
- G. Scope Includes JKLA Quality Control and Project Management.

Fees

Engagement and Site Analysis task described above shall be provided for the affixed sum of \$7,400.75, not including reimbursable expenses as noted below, in accordance with the terms and conditions of this Agreement.

- A. Final documents will be provided as Word file and PDF electronic files for Owner use



Concept Design task described above shall be provided for the affixed sum of **\$8,982.38** not including reimbursable expenses as noted below, in accordance with the terms and conditions of this Agreement. Review and response by JKLA in addition to that noted in scope above will not be accommodated without an increase in Fee.

- A. Final documents will be provided as Word file and PDF electronic files for Owner use

Bid Documents task described above shall be provided for the affixed sum of **\$26,220.66**, not including reimbursable expenses as noted below, in accordance with the terms and conditions of this Agreement. Review and response by JKLA in addition to that noted in scope above will not be accommodated without an increase in Fee.

- A. Final documents will be provided as PDF electronic files for bidding purposes.

Bidding Support Services task described above shall be provided for the affixed sum of **\$2,007.51**, not including reimbursable expenses as noted below, in accordance with the terms and conditions of this Agreement. Review and response by JKLA in addition to that noted in scope above will not be accommodated without an increase in Fee.

- A. Any documentation will be provided as PDF electronic files for Owner's Use.

Construction Administration task described above shall be provided for the affixed sum of **\$3,288.70**, not including reimbursable expenses as noted below, in accordance with the terms and conditions of this Agreement. Review and response by JKLA in addition to that noted in scope above will not be accommodated without an increase in Fee.

- B. Any documentation will be provided as PDF electronic files for Owner's Use.

Contingency fee for undefined services the contract includes a not to exceed line item of **\$1,500.00** to support tasks or services yet to be identified but may be deemed necessary by the Owner.

Reimbursable Expenses

Expenses are in addition to the compensation for Basic and Additional services and shall not exceed **\$600.00**. These include actual expenditures incurred in the interest of the project as listed in the following:

- Customized engagement materials, venue costs, advertisement costs, etc; as approved by owner.
- Direct printing costs for flyers, posters, brochures, plans, bid set, renderings, reports *in addition to provided pdf files*, quantities approved by owner.
- Direct expense for courier, US Postal service or expedited courier services with prior approval.



Additional Services

Should JKLA be required to perform additional services beyond those outlined in sections above, compensation will be assessed on an hourly basis of \$200.00 for principal, \$110.00 for Design 1, \$90.00 for Design 2, \$70.00 for Design 3 personnel, and \$55.00 for Design 4 personnel.

Additional Services include but are not limited to:

- A. Additional community engagement meetings or events.
 - B. Revisions to design, drawings and reports in addition to those noted in scope above.
 - C. Written narratives or illustrative documents, posters, models, or colored renderings in addition to those mentioned above.
 - D. Meetings with Owner and Owner's Representative in addition to those noted above.
 - E. *Additional Interpretive Sign Content (Quantity to Be Determined)* if it is to be determined that signs in addition to the three (3) signs included in the Bid Documents are required or desired by the Owner, sign content and layout can be provided for the affixed sum of **\$3,480.94 per sign**, not including reimbursable expenses as noted below, in accordance with the terms and conditions of this Agreement. Review and response by JKLA in addition to that noted in scope above will not be accommodated without an increase in Fee. This cost is presented as a per sign cost to allow for Owner's determination on quantity and phasing.
- A. Final documents will be provided as PDF electronic files for Owner's use.

Payment Terms

This proposal will be followed by a standard American Society of Landscape Architects contract between Owner and Landscape Architect. The contract will be governed by the standard terms and conditions as noted therein.

Invoices will be paid within 30 days of receipt, without exception.

Schedule

JKLA is prepared to begin work immediately upon Authorization to Proceed.

Validation

This proposal offer is valid until the 30th day of September 2020. If the contract proposal is not endorsed by the parties listed below before the contract offer expires, JKLA reserves the right to reevaluate the proposal and all scope and fees associated with it.

Upon authorization of the proposal, a formal contract for services will be executed with the City of Niagara Falls.

JKLA would be pleased to answer any questions you may have or to clarify the various points above.



JOY KUEBLER
LANDSCAPE ARCHITECT, PC

Joy Kuebler

JKLA Authorizing Agent: _____

Joy Kuebler, RLA, ASLA
President and CEO

Authorizing Agent: _____

Honorable Robert M. Restaino
Mayor of Niagara Falls
Niagara Falls City Hall
745 Main Street
Niagara Falls, NY 14301