

# Owner/Engineer Agreement for Professional Services

This AGREEMENT made as of the XX day of XXX in the year of Two Thousand and Ten by and between Wild Ones Niagara (hereinafter called the OWNER) and EDR-~~Corp.~~ (hereinafter called the ENGINEER).

WITNESSETH, that whereas the OWNER intends to enter into contract with the ENGINEER to conduct a study of the Regional Economic Growth Through Ecological Restoration of the Niagara Gorge Rim (hereinafter called the PROJECT)(see attachment A).

NOW THEREFORE, the OWNER and the ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the ENGINEER and the payment for those services by the OWNER, as set forth herein.

The ENGINEER shall provide the services set forth in this AGREEMENT in accordance with the terms and conditions of this AGREEMENT. The ENGINEER warrants that such services shall be performed with the normal skill and care exercised by similar professionals rendering these types of services.

## SECTION I - SCOPE OF WORK

(See Attachments A - accepted proposal narrative & B - scope of work)

## SECTION II - HOLD HARMLESS - INDEMNIFICATION

Professional Responsibility of ENGINEER:

ENGINEER agrees, for itself, its agents, servants, employees, subcontractors, and subconsultants, to perform all work hereunder or associated herewith in accordance with all applicable professional stands and in accordance with sound engineering practice and principles.

As to all matters of professional responsibility, ENGINEER agrees to indemnify and hold harmless the OWNER, ~~its agents~~, volunteers, ~~servants~~, employees and officials, from and against any and all liability, losses, reasonable attorney's fees and litigations expenses or other expenses suffered by any indemnified party or entity as the result of any claim to the extent it is found to have been cause by the negligent acts, errors or omissions of ENGINEER or those for whom ENGINEER is legally liable.

With the prior approval of the OWNER, ENGINEER may assume defense of any such professional liability claim(s) made against the OWNER, its agents, volunteers, servants, employees or officials.

General Responsibility of the ENGINEER:

As to all matters of liability related to or arising out of this AGREEMENT other than professional liability, ENGINEER agrees to indemnify and hold harmless the OWNER, ~~its agents~~, volunteers, ~~servants~~, employees and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses or other expenses suffered by any indemnified party or entity as the result of any

negligent

claim to the extent it is found to have been caused by the acts, errors or omissions of the ENGINEER or those for whom the ENGINEER is legally liable

With prior approval of the OWNER, the ENGINEER may assume defense of any such claim(s) made against the OWNER, its agents, volunteers, servants, employees or officials.

### SECTION III - OWNERSHIP OF DOCUMENTS

It is understood and agreed by and between the parties hereto that all survey notebooks, reports, collected data, drawings, studies, calculations, specifications memoranda, estimates, computations, electronic files, etc. produced by the ENGINEER in the execution of this AGREEMENT, shall become and remain the property of the OWNER upon termination or completion of the work and the OWNER shall have the right to use same for any public purpose without compensation to the ENGINEER other than as hereinafter provided.

see attached

### SECTION IV - COMMENCEMENT OF WORK

The services to be performed by the ENGINEER in accordance with this AGREEMENT shall begin within five (5) days after receipt of official notice from the OWNER to proceed with the work.

### SECTION V - GENERAL

5.1 The ENGINEER shall attend such conferences during any phase of the work as may be requested by the OWNER.

5.2 The ENGINEER shall not assign its rights and duties under this AGREEMENT without the prior written consent of the OWNER.

5.3 The OWNER reserves the right to terminate this AGREEMENT in whole or in part at any time, after providing the ENGINEER fifteen (15) days advanced notice in writing, at which time the ENGINEER shall discontinue all work and services and, upon payment of all amounts owed to the ENGINEER, shall deliver to the OWNER all records, drawings, field notes, plans, electronic files or other data completed or partially completed, and these shall become and remain the property of the OWNER.

5.4 In the event this AGREEMENT is so terminated, payment shall be made on the basis of the actual percentage completed on the effective date of termination.

5.5 The ENGINEER warrants that all certifications and licenses claimed by its employees and referenced during the course of the project are in good standing and shall remain so for the duration of the work.

## SECTION VI - CHANGES IN WORK

There may be no modification of this AGREEMENT, except in writing, executed by the authorized representatives of the OWNER and the ENGINEER.

## SECTION VII - CLAIMS FOR EXTRA COMPENSATION

If the ENGINEER encounters work and services not included in this Contract or any supplement thereto but, which in the opinion of the ENGINEER, is necessary for the successful completion of the Contract and requires extra compensation, ENGINEER shall, before it begins the work on which it bases its claim, promptly notify the OWNER in writing of its intention to perform the work and to make claim for extra compensation. Notification by the ENGINEER under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon notification, the OWNER shall promptly review any claim for extra compensation. If a claim is accepted by the OWNER it shall be paid as extra work in accordance with the terms of a supplemental AGREEMENT executed by the parties before such work is begun.

The amounts claimed as extra compensation by the ENGINEER shall be separately itemized, become a part of the claim, and serve as documentation hereto. The amounts itemized shall be in sufficient detail to enable the OWNER to analyze the need for the extra work and the costs claimed for the work.

## SECTION VIII - DELAYS

In the event of a substantial delay in progress of work due to factors other than the ENGINEERS' operation or actions, the maximum total compensation payable, net fee and schedules of completion will be subject to review upon request by the ENGINEER or the OWNER, accompanied by adequate substantiating data to justify a change. Any consideration given as a result of such delays will be made on individual basis with a study being made of the influencing factors at the time of the delay.

## SECTION IX - INSURANCE

The ENGINEER shall maintain in full force and effect at all times during the period this Contract is in effect, the following policies of insurance:

1. Workers' Compensation Insurance as required by New York State Code.
2. Errors and Omissions (Professional Liability) Insurance at the current limits held by the ENGINEER for the purposes of conducting business in the State of New York.

## SECTION X - PROJECT SCHEDULE

(to be determined & added prior to execution - see attachment C)

## SECTION XI - COMPENSATION TO THE ENGINEER

(see attachment D - schedule of payment)

Each application for payment by the ENGINEER shall utilize the attached Schedule of Values. Payment shall be disbursed based on the performance milestones as set forth in Attachments C and D. A retainage of 20% shall be held back from each line item until the acceptance of the final documents by the governing authority and the OWNER.

## SECTION XII - COMPLIANCE

The ENGINEER shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereinafter adopted, in the performance of the scope of work set forth herein. ENGINEER represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. If the ENGINEER is a corporation, partnership or limited liability company, ENGINEER further expressly represents that it is a corporation, partnership, or limited liability company in good standing in the State of New York and will remain in good standing throughout the term of this Contract. ENGINEER shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the ENGINEER's obligations hereunder.

## SECTION XIII - CONFIDENTIALITY

13.1 It is understood and agreed to that the ENGINEER, in the course of completing the work described herein, shall provide certain information to the OWNER that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

The Confidential Information to be disclosed can be described as and includes:

Technical and business information relating to survey notebooks, reports, collected data, drawings, studies, calculations, specifications memoranda, estimates, computations, electronic files, etc., regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

13.2. The ENGINEER shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as “affiliates”) having a need to know. The ENGINEER and affiliates will not disclose the confidential information obtained from the discloser unless required to do so by law. **or to protect public safety**

3. This Agreement imposes no obligation upon ENGINEER with respect to any Confidential Information (a) that was in ENGINEERS' possession before commencing the work described herein; (b) is or becomes a matter of public knowledge through no fault of ENGINEER; (c) is rightfully received by ENGINEER from a third party not owing a duty of confidentiality to the OWNER; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, OWNER; or (e) is independently derived by ENGINEER.

4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Signed and Executed this day by:

OWNER

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\_\_\_\_\_

Wild Ones Niagara

ENGINEER

\_\_\_\_\_  
\_\_\_\_\_

EDR, ~~Inc.~~

Attachment A  
**Proposal Narrative**

The Consultant will provide ~~complete and~~ turnkey environmental analysis, planning and design services to accomplish the approved completion of the following:

Regional Economic Growth Through Ecological Restoration of the Niagara Gorge Rim (the Restoration Plan), consistent with the concept of the Niagara River Greenway as a linear system of state and local parks and conservation areas linked by a network of motorized and non-motorized multi-use trails. The purpose of the Greenway is to redefine the Niagara riverfront through increasing landside access to the river, creating greenway access from the river, augmenting economic revitalization efforts, and celebrating the region's heritage.

The Restoration Plan will be an ecological restoration plan for the Niagara Gorge Rim area to identify the current imbalances within the ecological and man-made (built) environments and to recommend restoration projects to reinvigorate both the ecological and built communities in this area. The Restoration Plan recognizes that the natural and man-made environments are required components to a sustainable and vibrant community, which must be measured, managed, and be put in balance with each other. To this end, the Restoration Plan will provide a natural resource-based approach to guide environmental and community restoration in this area.

The Restoration Plan area will cross multiple jurisdictional boundaries. The purpose of the Restoration Plan is to provide a unifying tool for bringing the multiple jurisdictions together through projects that work to achieve the following:

- To protect and restore the Gorge Rim's botanical uniqueness, significant wildlife habitat ecosystems, and the watershed for future generations,
- To create riverfront access by breaking down physical boundaries between the adjacent neighborhoods and the Gorge Rim area,
- To improve the long-term economic outlook of the region through adjacent neighborhood revitalization and increased tourism, and

- To develop the means for telling the many compelling stories of the geology, natural history, ecology and cultural history of the Gorge Rim.

The Restoration Plan will identify specific projects that can be pursued by different entities within the area, such as: New York State Office of Parks, Recreation, and Historic Preservation, the New York Department of Transportation, Niagara County, the City of Niagara Falls, the Village and Town of Lewiston, the New York Power Authority, Niagara University, and local neighborhood groups.

The Restoration Plan will identify the ecological and economic opportunities related to restoration of the Gorge Rim both locally and regionally. The Restoration Plan will create long-term ecological restoration and management guidelines that will identify economic, educational, cultural, heritage and ecotourism, and wildlife habitat benefits derived from an ecologically diverse greenway. The Restoration Plan will further identify transportation patterns compatible with ecological restoration. For example, a continuous system of hiking and biking trails and overlook facilities will make this spectacular landscape accessible to residents of Niagara Falls, Niagara University, and Lewiston and visitors.

The Restoration Plan will employ an ecological resource-based approach to community planning and development that will be economically and environmentally sustainable in the long-term. The landforms, plant communities, soils and hydrology combine to establish a framework to guide sustainable community development along the Niagara River Gorge Rim. An ecological resource-based approach utilizing available data and mapping sources and analysis tools will provide an efficient and cost-effective assessment of natural systems and built resources.

The end result of these tasks will be a beautiful, compelling, interactive visual presentation of what the restoration would look like utilizing a multimedia presentation techniques and a clear and concise explanation of the economic benefits of this restoration, inclusive of the ecological and tourism initiatives (which in turn creates jobs and revitalizes local economies). This vision will embrace the notion of organic unity, setting aside the constraints of jurisdictional and political boundaries within the Niagara River Greenway Core Focus Area. The end product will show what is possible with the Gorge Rim and the natural ecosystems restored to pre-Robert Moses Parkway conditions. The end results will answer and show the following: how the fully restored gorge rim will look, and a professional evaluation of what economic benefits will occur in Niagara Falls and the region as a result of the full restoration along the Niagara Gorge Rim.

**GENERAL STUDY AREA**

The south limit of the general study area is Main Street and First Street in the City of Niagara Falls. The north limit of the general study area is Center Street in the Village of Lewiston. The west limit of the general study area is the eastern edge of the Niagara River. The east limit of the general study area is the urbanized neighborhoods immediately adjacent to the Gorge Rim within the boundaries of the City of Niagara Falls and the Village and Town of Lewiston.



Attachment B  
**Scope of Services**

**TASK 1: Gorge Inventory**

A reconnaissance-level ecological investigation of the Niagara Gorge within the general study area will be prepared. The purpose of this task is to consolidate and verify ecological data obtained from existing sources. The Consultant will review existing databases, reports, and mapping and conduct a two-day field investigation of the Niagara Gorge within the general study area. The Consultant does not anticipate conducting detailed on-site field studies (e.g., rare plant surveys, Phase I archaeological studies, etc.), but does anticipate preparing a summary overview and broad scale mapping of significant ecological resources within the Gorge. The field review will also include an assessment of existing paths and trails, scenic views and potential public recreational opportunities within the Gorge.

In addition to assistance from the Owner in compiling information from local libraries, local historians, NYPA, OPRHP and others, the Consultant will compile data from multiple sources, including but not limited to:

- New York State Natural Heritage Program data
- NYS Department of State Significant Coastal Fish and Wildlife Habitat data
- NYS Breeding Bird Atlas data
- NYS Reptile and Amphibian (Herp) Atlas data
- County and municipal planning and land use reports
- Niagara County Soil Survey
- USGS topographic maps/digital terrain models
- Historic and current aerial photography
- National Wetland Inventory and NYSDEC Freshwater Wetland Maps
- New York State Museum (Geologic Survey) maps and files
- Other Niagara Gorge area plans and studies
- Patricia Eckel Gorge Studies

- US Department of Transportation Federal Highway Administration's 1995 Native Wildflower Requirement Agreement
- The Nature Conservancy's Ecosystem Map
- Great Lakes Compact
- The Sustainable Site Initiative-2009 Guidelines and Benchmarks & The Case for Sustainable Landscapes
- American Society of Landscape Architects
- Ladybird Johnson Wildflower Center at the University of Texas at Austin
- United States Botanic Garden

#### Deliverables

- a. Draft text describing existing conditions per the data review and field reconnaissance. The draft text will also discuss opportunities and constraints.
- b. Photo documentation.
- c. GIS mapping of:
  - 1) Known historic and archaeological resources
  - 2) Existing topography
  - 3) Documented significant fish and wildlife resources
  - 4) Existing recreational and interpretive systems (views, trails, etc.)
- d. One meeting with the Owner to review inventory data.
- e. One meeting with the Owner to review the draft report.

#### **TASK 2: Gorge Rim Inventory**

A reconnaissance-level ecological inventory of the Niagara Gorge Rim within the general study area will be prepared. The Consultant will review existing databases, reports, and mapping (similar to Task 1), and conduct a two-day field investigation of the Niagara Gorge Rim within the general study area. Research on historic environmental conditions within the Gorge Rim (prior to the construction of the Robert Moses Parkway) will also be undertaken as part of this task. The Consultant does not anticipate conducting detailed on-site field studies (e.g., rare plant surveys, Phase I archaeological studies, etc.), but does anticipate developing vegetation and wildlife species lists and mapping of ecological communities. We propose to utilize existing studies in Task 2 as is proposed in Task 1.

The field review will also include an assessment of existing paths and trails, scenic views and potential public recreational opportunities within the Gorge Rim, including connections to existing neighborhoods within or adjacent to the study area.

#### Deliverables

- a. Draft text describing existing conditions per the data review and field reconnaissance. The draft text will also discuss opportunities and constraints.
- b. Photo documentation.
- c. GIS mapping of:
  - 1) Existing land use
  - 2) Existing ecological communities
  - 3) Existing soils
  - 4) Known historic and archaeological resources
  - 5) Existing topography
  - 6) Drainage patterns
  - 7) Documented significant fish and wildlife resources
  - 8) Existing recreational and interpretive systems (scenic overlooks, views, trails, visitor kiosks, etc.)
- d. One walking/car tour of the study area with the Owner.
- e. One meeting with the Owner to review inventory data.
- f. One meeting with the Owner to review the draft report.
- g. A final inventory report incorporating a maximum of two rounds of draft report comments from the Owner. This final inventory report will include the report completed in Task 1. The final report will be provided to the Owner in hard copy and PDF format.

#### **TASK 3: Restoration Plan**

An ecological restoration plan will be developed to provide recommendations for restoring and maintaining diverse, sustainable ecological communities on the Gorge Rim. The goal is to establish ecological communities that are representative of historic natural conditions (pre-Robert Moses Parkway) and large enough to support a full suite of native species. The restored ecosystem should also be significant enough to provide educational and tourism benefits to the surrounding community. Historical conditions of the Gorge Rim area and current adjacent natural communities will be compared to current conditions to develop a conceptual restoration plan. The plan will map locations for establishing different ecological communities and outline realistic means of achieving restoration goals. An investigation on the potential for the reconnection of the old growth forest at Deveaux Woods and Whirlpool State Parks will be included. The Restoration Plan will also examine

NYPA's conclusion that restoration of the gorge rim flora is not feasible, especially if such restoration is a long term, ongoing process.

#### Deliverables

- a. A restoration plan outline and one hand rendered bubble diagram that illustrates preliminary recommended restoration concepts and alternatives.
- b. One meeting with the Owner to review the outline and bubble diagram.
- c. One draft restoration plan report.
- d. One meeting with the Owner to review the draft restoration plan report.
- e. A final restoration plan report based on one round of draft report comments from the Owner. The final report will be provided to the Owner in hard copy and PDF format.

#### **TASK 4: Circulation Plan**

A circulation plan will be prepared that identifies appropriate connections for access to the Gorge Rim by people and vehicles that could be provided with the Robert Moses Parkway absent.

#### Deliverables

- a. Diagrams that illustrate recommended circulation concepts and options.
- b. One meeting with the Owner to review the circulation diagrams.
- c. One hand rendered circulation map that illustrates the draft recommended circulation plan.
- d. One meeting with the Owner to review the draft recommended circulation map.
- e. A final circulation map in digital format based on a maximum two rounds of comments from the Owner. The final circulation map will be provided to the Owner in hard copy and PDF format.

#### **TASK 5: Park Urban Interface Plan**

Public interface with the Gorge Rim area is critical to the success of the Plan, the economic vitality of the surrounding neighborhoods, and regional tourism. Opportunities to enhance connections between the Gorge Rim and adjacent neighborhoods in the City of Niagara Falls, Niagara University, and the Village and Town of Lewiston will be identified in coordination with the circulation plan developed in Task 4. While developing recommendations, the Consultant will review and make suggestions in regards to the Niagara Falls 2009 Comprehensive Plan.

#### Deliverables

- a. Diagrams that illustrate recommended public interface options.
- b. One meeting with the Owner to review the interface options.

- c. One interface map in digital format that illustrates the draft recommended interface options.
- d. One meeting with the Owner to review the draft recommended interface map.
- f. A final interface map in digital format based on a maximum two rounds of comments from the Owner. The final interface map will be provided to the Owner in hard copy and PDF format.

#### **TASK 6: Management Guidelines**

Ecological management guidelines will be developed. These guidelines will be designed to protect and maintain restored ecological resources over the long term, and minimize adverse impacts from neighborhoods, tourists, traffic and other man-made intrusions.

##### Deliverables

- a. Draft outline of management guidelines.
- b. One meeting with the Owner to review the draft outline of management guidelines.
- c. Draft management guidelines matrix.
- d. One meeting with the Owner to review the draft management guidelines matrix.
- e. A final management guidelines matrix incorporating a maximum of two rounds of comments from the Owner. The final matrix will be provided to the Owner in hard copy, digital (i.e. MS Excel), and PDF format.

#### **TASK 7: Implementation Plan**

The implementation plan will identify projects that may be pursued by different entities within the area, such as the New York State Office of Parks, Recreation, and Historic Preservation, the New York State Department of Transportation, Niagara County, the City of Niagara Falls, the Village and Town of Lewiston, the New York Power Authority, Niagara University, and local neighborhood groups. The implementation plan will also address the concepts identified in Task 11 if they are feasible. The implementation plan will recommend a schedule for phased plan implementation and provide preliminary probable cost estimates for each phase.

##### Deliverables

- a. Draft outline of the implementation plan.
- b. One meeting with the Owner and to review the draft outline of the implementation plan.
- c. Draft implementation plan narrative.
- d. One meeting with the Owner to review a draft of the implementation plan.

- e. A final implementation plan report incorporating a maximum of two rounds of comments from the Owner. The final implementation plan report will be provided to the Owner in hard copy and PDF format.

### **TASK 8: Graphic Plan and Renderings**

A map and photo renderings will be prepared to illustrate the Restoration Plan and communicate restoration, management, and circulation recommendations. The purpose is to create a presentation to promote implementation and public/agency acceptance of the Restoration Plan. The presentation will be created in a universal digital format that can be accessed via the Owner's website.

#### Deliverables

- a. One meeting with the Owner to determine concepts to be illustrated by, and key locations for the photo renderings.
- b. One draft map and six draft renderings that are generated by hand and computer.
- c. One meeting with the Owner to review the draft map and photo renderings.
- d. One final map and six final photo renderings incorporating a maximum of two rounds of draft map and report comments from the Owner. The final graphic plan and renderings will be provided to the Owner in hard copy and digital format.

### **TASK 9: Economic Impact Analysis**

EDR will obtain an economic subconsultant to prepare an economic analysis, based on the available budget, in conjunction with the Restoration Plan. The economic analysis will identify potential opportunities that can contribute sustainable and diverse economic growth to the area in association with ecological restoration of the Niagara Gorge Rim. The economic impact analysis will also identify any foreseeable economic impacts resulting from Restoration Plan implementation. Results of this analysis will be incorporated into the Restoration Plan prepared in Task 3.

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### **TASK 10: Multimedia Presentation**

A multi-media interactive presentation will be developed illustrating the ultimate ecological restoration of the Niagara Gorge Rim area. This presentation will incorporate portions of the graphics and renderings developed in Task 8 along with aerial photography and plans and perspectives. A 2-3 minute fly-over will be prepared to help understand the existing context of the study area and depict the restoration plan. Ultimately, the purpose of the presentation is to create a digital tool that

can be used to promote implementation and public/agency acceptance of the Ecological Restoration Plan.

#### Deliverables

- a. Draft storyboard of the multi-media presentation.
- b. One meeting with the Owner to review the draft storyboard and review digital presentation techniques.
- c. Draft multimedia presentation.
- d. One meeting with the Owner to review the draft multimedia presentation.
- e. Final multimedia presentation incorporating a maximum of two rounds of draft presentation comments from the Owner. The final presentation will be provided to the Owner in a digital format.

#### **TASK 11: Concept Evaluations**

The Consultant will review and identify pros and cons of projects previously conceived by the Owner and then advise the client on the feasibility of each, and a general approach to advancing those determined to be feasible in concept. The projects that will be evaluated include, but are not limited to:

- A greenhouse, botanical education center, and public accessible elevator to the Gorge Rim over and to respectively, the lanes of the Robert Moses Parkway currently transversing the Niagara River Hydroelectric Power Plant.
- Removal of the blast and excavation debris left in the gorge from creating the access road (this road cuts off a portion of the Devil's Hole State Park [DHSP]), constructing a structural connector to bridge the gap made by the access road in order to restore public access to all parts of the DHSP, replanting the area with low growth indigenous species, and investigating the Hyde Park Landfill outflow in order to unplug drainage conduits to restore florasustaining hydrological conditions at DHSP.
- An external elevator to the rooftop of the Wroble Towers.
- Consultant will, in the course of developing the restoration and implementation plans, identify additional projects of potential value

#### Deliverables

- a. Draft evaluation of the pros and cons of the above-mentioned projects.
- b. One meeting with the Owner to review Consultant evaluation and recommendations on approaches to the projects.

- c. Per the above-mentioned meeting with the Owner, the Consultant will prepare one conceptual plan showing each project that is considered feasible in concept, with preliminary budgetary cost estimates.
- d. Incorporate those projects listed above that are feasible into the Restoration Plan report prepared in Task 3.

### **TASK 12: Additional Meetings**

The Consultant anticipates additional project related meetings beyond the meetings described above in Tasks 1 through 9. For budgeting purposes, we have assumed a total of five (5) additional meetings attended by a maximum of two Consultant representatives per meeting.

#### Deliverables

- a. Attendance at up to six (6) meetings in addition to the meetings described in Tasks 1 through 9.



## ASSUMPTIONS

- 1) EDR will obtain subconsultant services for the Economic Impact Analysis. The results from the Economic Impact Analysis will be incorporated into the Restoration Plan.
- 2) New traffic/transportation studies and evaluations by EDR are not included in this scope of services. Existing available traffic/transportation studies will be reviewed.
- 3) The Consultant has based their proposal for services on a complete project (all tasks fully funded and project goals), including all required field investigations, data collection, outside consultation, CAD, 3-D modeling & rendering, office support, tools, equipment, supplies, and technology.
- 4) Any and all work required to meet the above-defined project tasks and goals is the sole responsibility of the Consultant. All costs to complete this work as defined in the Project Specific Tasks shall be borne by the Consultant.
- 5) Any decreases in the above defined scope will be addressed with the Consultant through a deduct Change Order. Any increases in the above-defined scope will be addressed with the Consultant on a lump sum cost basis through the traditional Change Order Request process. The cost of any work outside the scope as defined in the above document conducted by the Consultant without a signed and executed Change Order will be the responsibility of the Consultant.
- 6) Failure to meet agreed upon project milestones will result in non-payment for each applicable line item. Continued failure to meet agreed upon project milestones ~~will~~ result in contract cancellation.   
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consultant should be given an  
opportunity to rectify the alleged  
failure

Niagara Gorge Rim Restoration Plan  
**ATTACHMENT C-PROJECT SCHEDULE** (rev. April 16, 2010)



● MEETING WITH OWNER

	2010												2011					
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
TASK 1: Gorge Inventory				●		●												
TASK 2: Gorge Rim Inventory				●		●												
TASK 3: Restoration Plan							●			●								
TASK 4: Circulation Plan						●			●									
TASK 5: Park Urban Interface Plan						●			●									
TASK 6: Management Guidelines								●		●								
TASK 7: Implementation Plan									●		●							
TASK 8: Graphic Plan and Renderings								●		●								
TASK 9 Economic Analysis																		
TASK 10: Multimedia Presentation											●		●					
TASK 11: Concept Evaluations						●		●										
TASK 12: Additional Meetings (as needed)																		

**ATTACHMENT D**

**SCHEDULE OF VALUES**

(The Greenway Ecological Standing Committee funds Tasks identified in italics)

<i>Task 1: Gorge Inventory</i> .....	\$ 9,000
<i>Task 2: Gorge Rim Inventory</i> .....	\$18,000
<i>Task 3: Restoration Plan</i> .....	\$22,000
Task 4: Circulation Plan.....	\$8,000
Task 5: Park Urban Interface Plan .....	\$8,000
<i>Task 6: Management Guidelines</i> .....	\$8,000
<i>Task 7: Implementation Plan</i> .....	\$8,000
<i>Task 8: Graphic Plan and Simulations</i> .....	\$15,000
<i>Task 9: Economic Impact Analysis</i> .....	\$15,000
<i>Task 10: Multimedia Presentation</i> .....	\$20,000
Task 11: Concept Evaluations .....	\$5,000
Task 12: Additional Meetings .....	\$4,000
<b>Total</b> .....	<b><u>\$140,000</u></b>