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**CITY OF BURLINGTON, VERMONT
AGREEMENT FOR PLANNING SERVICES
WITH
Goody, Clancy & Associates, Inc.**

DEPARTMENT OF
PLANNING & ZONING

THIS AGREEMENT is made this 22th day of September, 2014 by and between the City of Burlington, a Vermont municipal corporation, hereinafter referred to as CITY and Goody, Clancy & Associates, Inc., with its principal place of business at 420 Boylston Street, Boston, Massachusetts, authorized to do business in Vermont, hereinafter referred to as CONSULTANT.

WHEREAS, the CITY proposes to perform a study, hereinafter known as PlanBTV South End – Master Plan, in the City of Burlington, Vermont; and

WHEREAS, the CONSULTANT is ready, willing, and able to perform the required project tasks to further that effort;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK AND DELIVERABLES

See Appendix A.

2. TIME SCHEDULE

The CONSULTANT agrees that work to be performed under this Agreement, effective upon execution, shall be completed no later than **June 30, 2015** unless mutually agreed upon by the parties in writing.

3. CONDITIONS

- A. All work shall be completed in compliance with Section 1 of this contract. Any significant problems, delays or adverse conditions, actual or anticipated, which will materially affect the project objectives or prevent the timely completion of the project, shall promptly be brought to the attention of the CITY.
- B. Acknowledgment of the City of Burlington Department of Planning & Zoning support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.
- C. The CONSULTANT shall perform all work using applicable standards, specifications and policies.
- D. The CONSULTANT shall conform to the text of 18 U.S.C. 1913, which prohibits the use of sub-grant funds for lobbying.
- E. The CONSULTANT shall comply with the Single Audit Act of 1984 for State and local governments.
- F. The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, prohibiting employment discrimination; and section 504 of the Rehabilitation Act of 1973, as amended, prohibiting the discrimination against people with disabilities; and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability; and the Age Discrimination Act of 1975 which prohibits discrimination on the basis of age.

PlanBTV South End – Master Plan
Goody Clancy - Agreement

- G. The CONSULTANT shall provide free and open access to the CITY and its authorized representatives to the project and all accounts, records, information and books relative thereof including the right to make excerpts and transcripts.
- H. The CONSULTANT shall furnish the CITY with periodic reports, statements and other documentary data and information as may be requested relative to the progress and status of the project and as to the compliance with the terms and conditions of this Agreement.
- I. All maps, data, photographs, slides, renderings, reports, discs, GIS files and material related to this Contract shall be accessible to, and become property of the CITY.
- J. The CONSULTANT shall retain all records pertaining to this agreement for a period of three (3) years after the final payment and all other pending matters are closed. If an audit, litigation or action involving records is started before the end of the three-year period, whichever is later.
- K. The City understands that the Consultant has a desire to use work products generated during the project (e.g. images, maps, etc.) for inclusion in consultant's future marketing materials and the City affirms that consent for such use shall not be unreasonably withheld.

4. REPORTING & REVIEW REQUIREMENTS

- A. The CONSULTANT shall submit deliverables for review and comment by the CITY, to the Department of Planning & Zoning after the work is completed.
- B. The CONSULTANT shall modify the deliverables, as necessary, to incorporate the comments from the review and submit the revised deliverables to the Department of Planning & Zoning.

5. TERMINATION

- A. The CITY or the CONSULTANT may terminate this contract for any reason giving written notice at least thirty (30) days in advance.
- B. Failure of the CONSULTANT to comply with the terms of this contract or to fail to complete the elements described in Section 1 within the Period of Performance shall be deemed a material breach of this contract and may constitute termination without the necessity of written notice.
- C. Failure of the CITY to pay the CONSULTANT as agreed upon and in a timely manner shall be deemed a material breach of this Contract and may constitute termination without the necessity of written notice.

6. INSURANCE

Consultant agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- Certificates of insurance will be furnished upon request.

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7. Compliance with Laws

The Consultant shall comply with all applicable federal, state and local laws, including but not limited to the City of Burlington's Livable Wage Ordinance, Outsourcing Ordinance, and Union Deterrence Ordinance. As a condition of this contract, the Consultant shall submit the written certifications required by the ordinances attesting to compliance.

Livable Wage

The Consultant is advised that certain City Contractors are required to comply with the City of Burlington's livable wage ordinance. The livable wage ordinance is applicable to service contracts with the City of Burlington (as opposed to purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period. As of March 2012, the livable wage for employees who receive health care benefits (i.e., employer cost or contribution of at least \$1.20 per hour) is **\$13.94** per hour. The livable wage for employees who do not receive health care benefits is **\$17.71** per hour.

An employee of a covered Contractor (Consultant) must be paid the livable wage during the period of time he or she spends on furnishing services funded by the City. Covered employees must agree to the payment of the livable wage as a condition of entering into a covered service contract with the City. A covered employer who violates the Livable Wage Ordinance may be barred from receiving a contract or grant from the City for a period of up to 2 years and may be subject to other civil enforcement remedies. Please see Livable Wage Ordinance for a more detailed description of its requirements.

<http://www.municode.com/services/mcsgateway.asp?sid=45&pid=13987>

The Consultant is required to submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract. The Consultant shall agree to provide payroll records or other documentation as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from the receipt of the city's request.

8. INDEMNIFICATION

The City and Consultant shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

9. MODIFICATIONS

No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representatives of the City and the Consultant.

10. THE AGREEMENT FEE

- A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance for all services and expenses encompassed under this Agreement, payment at the rates specified in below.
- B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT and all sub-consultants hereunder for all services covered through this agreement shall not exceed a maximum limiting amount (MLA) of one hundred thirty-nine thousand six hundred forty dollars (\$139,640). Any work which will result in exceeding the MLA shall be negotiated and mutually agreed upon by both parties.

Payments. The CONSULTANT will invoice the CITY after each specific task referred to in Appendix A is complete. The CITY will acknowledge receipt of all invoices with comments, if any, and will make payments within 30 days thereafter. 20% (\$27,928) of the total contract amount will be paid within 30 days after receipt and approval of all final work products by the CITY.

11. RELATIONSHIP

Consultant accepts a relationship of trust and confidence with the CITY, which will be relying upon Consultant's expert services. Consultant will perform its work under this Agreement utilizing at least that level of professional competence, which is consistent with usual and customary planning practices.

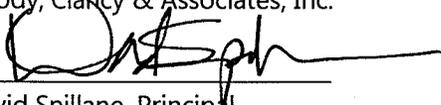
12. PAYMENT PROCEDURES

Invoices shall be submitted via email to:

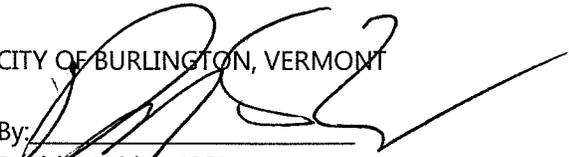
Sandrine Thibault, AICP
sthibault@burlingtonvt.gov

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Goody, Clancy & Associates, Inc.

By: 
David Spillane, Principal

Date: September 30, 2014

CITY OF BURLINGTON, VERMONT
By: 
David E. White, AICP
Director, Department of Planning & Zoning

Date: 23 Sept. 14

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Appendix A

SCOPE OF WORK

The Goody Clancy team is delighted to be working with the City of Burlington on the planBTV: South End master plan. Our team for this effort includes the following firms:

- **Goody Clancy (prime consultant):** Planning, urban design, and community outreach
- **CivicMoxie:** Creative placemaking and emerging arts districts
- **DuBois & King:** Transportation and stormwater

Scope of work for this initiative is described below.

We anticipate an approximately 9 month process for development of planBTV: South End, beginning in September 2014 with a draft plan by March 2015 and a community-vetted document ready for formal adoption by end of May 2015. We have structured the work described above into three overarching tasks outlined within the RFP:

- Task 1: Integration of Existing Conditions Analysis
- Task 2: South End Master Plan, including development of a regulatory framework and a concept plan for Pine Street
- Task 3: Public Outreach & Engagement

Imbedded within each task is ongoing coordination with City staff. **We assume weekly coordination calls** and 15 person-trips over the course of planBTV South End. The allocation of work and deliverables across those tasks is described below:

Task 1: Integration of Existing Conditions Analysis

Findings from the VHB and HR&A studies now underway form an important foundation for planBTV South End, as do plans for the Champlain Parkway. As part of Task 1, the Goody Clancy team will:

- Review the analyses prepared by VHB and HR&A.
- Review analyses, plans and permitting parameters for the Champlain Parkway project.
- Identify implications of findings on the development of planBTV South End.
- Discuss findings and implications with City staff and the consultant firms as appropriate.
- Anchor options and strategies developed through planBTV in the data these studies provide.

We will address each of the areas currently under study by VHB and HR&A:

- a) Land use inventory
- b) Transportation analysis
- c) Stormwater and brownfields
- d) Real estate market analysis

Communication of this data to the broader community is addressed in Task 3: Public Outreach and Engagement.

Task 2: South End Master Plan, including development of a regulatory framework and a concept plan for Pine Street

As part of Task 2, the Goody Clancy team will:

- Review prior plans and studies, including the Municipal Development Plan, the Legacy Project, planBTV Downtown & Waterfront, PlanBTV Parks Master Plan, and studies related to Pine Street the and Champlain Parkway project.
- Conduct an Urban Design Analysis, building upon previous analysis by plan BTM and VHB, to summarize issues including walkability and walkable distances, sensitive context transitions, land use, places for change and preservation, and place identity.

- Develop a concept design for Pine Street/ Champlain Parkway that is responsive to community goals, multi-modal transportation needs and constraints, and permitting parameters for the Champlain Parkway project. This concept design will provide a foundation for more detailed engineering analysis. **Development of a concept design for Pine Street/Champlain Parkway will be an "early action" initiative, to be completed by early January of 2015.**

- Conduct art + community energy "hot spot" mapping
- Hold a work session with HR&A and VHB (potentially during the public charrette) to apply market, land use and infrastructure findings together with community goals to develop potential plan scenarios
- Develop alternative plan scenarios each with a defined theme, land use program and infrastructure approach; provide comparative analysis of scenarios for discussion with stakeholders; confirm and document preferred plan approach with stakeholders.
- Gather examples of relevant precedent places and implementation policies
- Illustrate plan scenarios with plan diagrams and 3-5 before/after images at selected locations.
- Review with City and key stakeholders a preliminary set of potential regulatory approaches and other implementation mechanisms; Refine regulatory approaches and implementation mechanisms in parallel with final plan refinement.
- Gather examples of relevant precedent places and implementation policies
- Create draft and revised outlines for final products; develop final documentation, with two iterations of review by City and key stakeholders

Sub-tasks anticipated as part of this portion of the work include development of

major products:

- a) Master Plan – land use and development vision
- b) Regulatory framework
- c) Pine Street/Champlain Parkway concept design

Task 3:

Public Outreach & Engagement

Sub-tasks anticipated as part of this portion of the work include:

- a) 1-2 days of meetings/interviews, including:
 - i. Kick-off meeting with City staff and other stakeholders as appropriate
- b) 2 public meetings to (1) launch the process and (2) celebrate development of the draft plan
- c) Multi-Day Design charrette, including:
 - i. Multi-Day Open House / Idea Forum
 - ii. Creative Placemaking Speaker Event
 - iii. Development of 6 – 7 case studies
 - iv. Tactical urbanism event
- d) Coordination with Burlington City Arts Exhibition / Artist in Residence Program
- e) Provide film and photo documentation of process
- f) Develop artist engagement plan + structure in partnership with the City, BCA, SEABA, local artists, and others as appropriate, resulting in:
 - i. Structure for artist engagement in planBTV South End
 - ii. Development of Artist Engagement Plan for community input and creative expression within the planBTV South End process
- g) Support for 3 pop-up events / other arts-based engagement project

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SCHEDULE

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SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
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Integration of Existing Conditions

- Understanding and communicating data and implications
- Confirming opportunities, constraints, and aspirations

South End Plan

Initial analysis | *Draft plan development* | DRAFT PLAN | *Final plan development* | Approvals FINAL PLAN

Pine Street/Champlain Parkway concept design | CONCEPT DESIGN

Key Outreach Activities

SOUTH END ART HOP
 ACTIVE LIVING WORKSHOP
 ARTS+ INDUSTRY CRAWL?
 DESIGN CHARRETTE
 DRAFT PLAN EVENT

- DELIVERABLES
- MAJOR PUBLIC EVENTS
 - Scheduled
 - Proposed

COST PROPOSAL

Staff hours listed below are estimated. Please note that effort related to concept design for Pine Street/Champlain Parkway is represented within each phase of work in addition to its designated line item 2c.

TASK	GOODY CLANCY		CIVICMOXIE		DUBOIS & KING		TEAM TOTAL	
	EST. STAFF HOURS	FEE	EST. STAFF HOURS	FEE	EST. STAFF HOURS	FEE	EST. HOURS	FEE
1. Integration of existing conditions analyses	51	\$8,390	0	\$—	32	\$3,440	51	\$11,830
<i>a. Land use inventory</i>	28	\$4,280	0	\$—	—	\$—	28	\$4,280
<i>b. Transportation analysis</i>	0	\$550	0	\$—	16	\$2,000	0	\$2,550
<i>c. Stormwater and brownfields</i>	3	\$550	0	\$—	16	\$1,440	3	\$1,990
<i>d. Real estate market analysis</i>	20	\$3,010	0	\$—	—	\$—	20	\$3,010
2. South End Master Plan	308	\$48,040	52	\$11,700	120	\$13,180	360	\$72,920
<i>a. Master Plan – land use and development</i>	128	\$20,240	40	\$9,000	32	\$3,440	168	\$32,680
<i>b. Regulatory framework</i>	72	\$11,600	10	\$2,250	—	\$—	82	\$13,850
<i>c. Pine Street Concept Design</i>	108	\$16,200	2	\$450	88	\$9,740	110	\$26,390
3. Public outreach and engagement	216	\$33,330	52	\$11,700	8	\$860	268	\$45,030
<i>a. Stakeholder interviews</i>	44	\$7,420	10	\$2,250	—	\$—	54	\$9,670
<i>b. Public meetings (2) other than charrette</i>	56	\$8,880	0	\$—	—	\$—	56	\$8,880
<i>c. Design charrette</i>	54	\$8,620	12	\$2,700	8	\$860	—	\$—
<i>d. Burlington City Arts Exhibition / Artist in residence program</i>	11	\$1,485	2	\$450	—	\$—	13	\$1,935
<i>e. Film and photo documentation</i>	15	\$2,020	0	\$—	—	\$—	15	\$2,020
<i>f. Artist engagement: structure + plan</i>	6	\$835	18	\$4,050	—	\$—	24	\$4,885
<i>g. Other arts-based engagement projects</i>	30	\$4,070	10	\$2,250	—	\$—	40	\$6,320
Labor total	575	\$89,760	104	\$23,400	—	\$17,480	679	\$129,780
Expenses (primarily associated with travel)		\$7,500		\$1,500		\$—		\$9,000
PROJECT TOTAL		\$97,260		\$24,900		\$17,480		\$139,640

Expense assumptions: 15 person-trips @ \$600