



Board of Finance

Monday, March 25, 2024, 5:15 PM, Bushor Conference Room 1st Floor, City Hall

Please click the link below to join the webinar:

<https://zoom.us/j/92511527405>

Or Telephone: +1 305 224 1968 US

Webinar ID: 925 1152 7405

****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf_iUA ****

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	March 25, 2024 - Special Board of Finance Meeting - Monday, March 25, 2024, 5:15 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	March 25, 2024 - Special Board of Finance Meeting - Monday, March 25, 2024, 5:15 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Deliberative Agenda

Subject	3.1. Request to Execute a Contract with Utile for the South End Coordinated Redevelopment Public Realm Design - CEDO
Meeting	March 25, 2024 - Special Board of Finance Meeting - Monday, March 25, 2024, 5:15 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the contract with Utile for the design of the public realm elements of the South End Coordinated Redevelopment, with a cost up to \$133,000 subject to final review and approval by the City Attorney's Office

4. Adjournment

Subject	4.1. Motion to adjourn
Meeting	March 25, 2024 - Special Board of Finance Meeting - Monday, March 25, 2024, 5:15 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Board of Finance, City Council
FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
DATE: March 25, 2024
CC: Brian Pine, Director, CEDO
Meagan Tuttle, Director, OCP
Charles Dillard, Senior Planner, OCP
Chapin Spencer, Director, DPW
RE: Request to Execute a Contract with Utile for the South End
Coordinated Redevelopment Public Realm Design

Request:

The Community & Economic Development Office (“CEDO”) in cooperation with the Office of City Planning (OCP) and Department of Public Works (DPW) is requesting Board of Finance and City Council approval and authorization to enter into a contract with Utile for design services to advance the public realm design for the coordinated redevelopment of 68 Sears Lane, 125 Lakeside and 175 Lakeside.

Background:

In July 24 2023, City Council unanimously approved the South End Innovation District (SEID) zoning amendment, which was developed with the intent to promote a vibrant urban district with a mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for arts, light manufacturing and other commercial uses. The SEID covers 14 acres vacant or underutilized parcels on the west side of Pine Street between Howard Street and Sears Lane, including the City-owned 68 Sears Lane parcel.

In December 2023, Board of Finance and City Council approved acceptance of the ACCD Community Partnership for Neighborhood Development Grant award to the City for \$133,000 for the conceptual design of the public realm (including mobility hub(s) across the three

parcels being studied for coordinated redevelopment (68 Sears Lane, 125 Lakeside and 175 Lakeside).

Earlier this month (March 11, 2024) the City Council unanimously approved the Predevelopment Agreement between the City, Ride Your Bike, LLC and Champlain College.

This conceptual design work is intended to position the City in coordination with MOU partners to apply for joint PUD master plan application and additional funding for 100% design and/or construction of the public realm components of the coordinated redevelopment area.

Procurement

We received one response to our Request for Proposals which was posted on the City website and sent directly to eight potential firms. The one proposal received meets all of the RFP requirements and while led by Utile, includes four other design firms (Stantec, SE Group, Offshoots, and Waite-Heindel Environmental).

Funding

This work will be funded by the Community Partnership for Neighborhood Development Grant awarded to the City.

Attachments

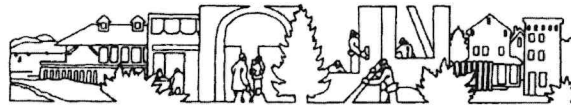
1. Draft Contract
2. Community Partnership for Neighborhood Development Grant Acceptance Resolution
3. South End Coordinated Redevelopment Pre-Development Resolution

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the contract with Utile for the design of the public realm elements of the South End Coordinated Redevelopment, with a cost up to \$133,000 subject to final review and approval by the City Attorney's Office.

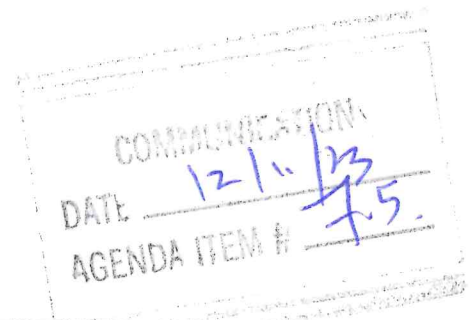
City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to execute the contract with Utile for the design of the public realm elements of the South End Coordinated Redevelopment, with a cost up to \$133,000 subject to final review and approval by the City Attorney's Office.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo



At their meeting of 12/11/23
the Burlington City Council voted to
approve the motion
as written

MEMORANDUM

TO: Board of Finance, City Council

FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
Brian Pine, Director, CEDO

DATE: December 4 and December 11, 2023

CC: Meagan Tuttle, Director, OCP
Charles Dillard, Senior Planner, OCP
Chapin Spencer, Director, DPW

RE: Community Partnership for Neighborhood Development
Grant Acceptance

Request:

The Community & Economic Development Office ("CEDO") in cooperation with the Office of City Planning (OCP) and Department of Public Works (DPW) is requesting that the Board of Finance and City Council approve and authorize the acceptance of a Vermont Agency of Commerce and Community Development (ACCD) Community Partnership for Neighborhood Development grant funds for South End Innovation District Neighborhood Planning. The grant amount is \$133,000 with no local match. The Grant funds will be used for conceptual design of public realm elements of the coordinated redevelopment at 68 Sears Lane, 125 Lakeside Avenue, and 175 Lakeside Avenue.

Background:

In July 24 2023, City Council unanimously approved the South End Innovation District (SEID) zoning amendment, which was developed with the intent to promote a vibrant urban district with a mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for arts, light manufacturing and other commercial uses. The SEID covers 14 vacant or underutilized parcels on the west side of Pine Street between Howard Street and Sears Lane, including the City-owned 68 Sears Lane parcel.

In anticipation of this Zoning Amendment, on January 31, 2023 the Administration entered into

a Memorandum of Understanding (MOU) with the owners of land parcels neighboring City-owned property in the South End: Champlain College, owners of 175 Lakeside Avenue, and Ride Your Bike, LLC, owners of 125 Lakeside Avenue – which is being developed by the same developers as the nearby Hula Lakeside. The purpose of the MOU is to facilitate a conceptual design and framework for the coordinated redevelopment of the parcels resulting in a vibrant, sustainable, and accessible mixed-use neighborhood. The MOU creates a framework for a collaborative and efficient planning process for multiple independently owned sites, with the goal of informing a future Development Agreement. Any future development agreements would be subject to Council approval. You can see the executed MOU [here](#).

Much of the work outlined in the MOU is being funded by the Chittenden County Regional Planning Commission through FHWA/FTA consolidated metropolitan (PL) funds that flow through the Regional Planning Commission. The 20% match required for this planning work is being split three ways between the City of Burlington, Ride Your Bike and Champlain College. You can read more about the South End Coordinated Redevelopment [here](#).

These ACCD grant funds will allow the City to procure design services for conceptual design of:

- Streetscape - Public rights of way, including streets and multi-use car-free paths within the coordinated redevelopment area, incorporating spaces for walking, cycling, green stormwater infrastructure, furniture, wayfinding and other elements as needed;
- 68 Sears Lane – Conceptual site design of the City-owned property including potential building typologies and locations, open spaces, paths, stormwater infrastructure and other elements as needed; and
- Mobility Hub: - the mobility hub will explore the following components: secure, indoor bicycle parking facility for residents and visitors, including locker and shower facilities; indoor transit amenities, including shelter; wayfinding; car share bank; rooftop uses such as open space or agricultural uses; and car parking for SEID residents and visitors. The Mobility Hub conceptual design will explore opportunities to facilitate increased transit ridership to and from the SEID, as well as to provide on-site amenities for a future light- or commuter-rail facility adjacent to the subject properties.

This conceptual design work is intended to position the City in coordination with MOU partners to apply for additional funding for 100% design and/or construction of the public realm components of coordinated redevelopment area.

The City's application for the Community Partnership for Neighborhood Development Grant Acceptance was for \$300,000 and included additional activities such as funding for legal services, development financing technical assistance, and an artist live/work market study. (You can see the full, proposed scope, [here](#).) The City received a partial funding award and was directed by ACCD to focus the funding on the public realm and mobility hub conceptual design services. The other proposed activities are unfunded at this time and will not occur

until funding is available.

Funding

This work will be funded by the Community Partnership for Neighborhood Development Grant.

Attachments

1. ACCD Award Letter
2. Grant Award Conditions and Acknowledgements Form
3. Standard State Provisions for Contracts and Grants
4. Project Description and Budget

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.



City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.

CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington (“the **City**”), a Vermont municipal corporation with a principal address of 149 Church Street, Burlington, VT 05401, and Utile, Inc. (the “**Consultant**”), a Massachusetts corporation located at 115 Kingston Street, Boston, MA 02111.

Consultant and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the South End Coordinated Development Public Realm Design Architecture and Engineering Services.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

Purpose. The City seeks to employ the Consultant to assist in the development of the public realm design for multiple components of the South End Coordinated Redevelopment project as described in Attachment A – Request for Proposals.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or

expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire upon the later of December 31, 2024 or completion of the Consultant's obligations to the City's reasonable satisfaction.
- C.** Notwithstanding anything to the contrary in this Contract, provisions hereof for indemnification and defense of the City by the Consultant shall survive termination hereof.

4. SCOPE OF WORK

The Consultant shall perform the services described in the Request for Proposals, dated, February 20, 2024, and attached as Attachment A, to the reasonable satisfaction of the CEDO Director or designee. Services shall be performed as described in Attachment B, the Consultant's Proposal dated March 15, 2024, except to the extent of any conflict with any other provision of this Contract or with the reasonable directions of the CEDO Director or designee.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment A and at hourly rates set forth in Attachment B, for a total amount not to exceed **\$129,912.00**.

Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

- B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty (30) days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of **\$129,912.00**. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Samantha Dunn
Community & Economic Development
149 Church St, City Hall Room 32
Burlington, VT 05401

802-865-7000
sdunn@burlingtonvt.gov

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

- A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results. **The following documents constitute the Contract Documents:**

Attachment A: Request for Proposals, dated, February 20, 2024

Attachment B: Proposal, dated March 15, 2024

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Request for Proposals, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

**Consultant
Utile, Inc.**

By: _____
Tim Love, Principal

Date: _____

**City of Burlington
Community & Economic Development Office**

By: _____
Brian Pine
Director

Date: _____

Attachment A:
Request for Proposals, dated February 20, 2024

DRAFT



City Hall, 3rd Floor
149 Church Street
Burlington, VT 05401
www.burlingtonvt.gov/cityplanning
www.burlingtonvt.gov/cedo

Request for Proposals (RFP) for Professional Design Services South End Coordinated Development – Public Realm Design

The City of Burlington is seeking the services of a qualified professional(s) or firm(s) to complete conceptual design work for the South End Coordinated Redevelopment as funded by the Community Partnership for Neighborhood Development Grant.

Date of Issue: February 20, 2024

Proposal Deadline: March 15, 2024

Questions & Submissions submitted to:

Samantha Dunn
sdunn@burlingtonvt.gov
(802) 865-7194

I. Background

The [South End Innovation District](#) Overlay (SEID) is intended to facilitate the redevelopment of a core area of the South End's Enterprise-Light Manufacturing (ELM) district. The vision for this overlay is based in [planBTV: South End](#) and calls for transforming the area's surface parking lots and contaminated and underutilized sites into an accessible, mixed-use hub of economic activity that provides opportunities for enhanced multimodal transportation options in the area and draws on both the South End's legacy of manufacturing and arts as well as its burgeoning office and innovation sector.

Since planBTV: South End's adoption, the City has continued to experience a multi-faceted housing crisis. The lack of housing availability is among the highest priority issues for many residents **and business owners. In the South End, historically the economic development/employment hub of the City, the lack of housing was cited by employers as the primary hiring impediment in a burgeoning innovation market.**, including for the South End's artists, makers, office workers, and other businesses. Acknowledging this crisis, representatives from HULA, a business incubator within the SEID, requested that the City consider a zoning amendment to allow housing in a core area of the ELM. Following early discussions with the Commission, the opportunity to allow housing in a portion of the ELM through the creation of this Overlay was included as a priority strategy in the city's 2021 Housing Action Plan.

The resulting SEID overlay enables the creation of housing and a wide range of commercial uses, prioritizing those arts, manufacturing, and office uses that define the character of the South End today.

The SEID overlay is intended to facilitate the development of a vibrant, sustainable and walkable mixed-use urban district that reduces the need for residents and employees to drive while supporting the continued growth and sustainability of the South End's arts and innovation economy and also provides access to housing.

Project Area:
125 Lakeside Avenue and 68 Sears Lane

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact the City Planning department or 711 if you are hearing or speech impaired.

Concurrent to the creation and public approval process for the SEID, Ride Your Bike (RYB) and the City of Burlington have initiated discussions in the interest of facilitating a coordinated redevelopment of RYB-owned 125 Lakeside Avenue (125LSA) and the city-owned parcel at 68 Sears Lane. The city-owned parcel has long been considered as a potential multi-modal transit center site. These two parcels, approximately 12 acres in size, represent a considerable development opportunity within the SEID. Preliminary development analyses for the two parcels anticipate that approximately 1,000+ new homes and over 200,000 square feet dedicated to office, artist, manufacturing and other non-residential uses could be accommodated on the sites. The successful implementation of a project at 125 LSA and 68 Sears Lane is an historic opportunity to ease the city's housing crisis, solidify its economic foundation, and foster the unique character of the South End, all in a way that reduces transportation demand and addresses climate change and equity.

175 Lakeside Avenue

Champlain College is the owner of 175 Lakeside Avenue (175LSA), a 3.65-acre parcel located directly east of 125LSA. The Property contains a 3-level, 36,000 building which is used by the College for both academic and operational purposes. The parcel also contains surface parking for approximately 270 vehicles which serves as the primary remote parking location for college faculty, staff and students. The College is interested in participating in the collaborative planning process with RYB and the City and is in the process of getting final approvals. With those approvals in hand the 175 Lakeside Avenue parcel will be included in the scope of work.

Planning for a new neighborhood in the South End

In February of 2023, the City entered into a Memorandum of Understanding (MOU) with the owners of RYB and Champlain College. The purpose of the MOU is to facilitate a development framework for the South End Coordinated Redevelopment project by applying the regulations of the SEID overlay, resulting in a vibrant, sustainable, and accessible mixed-use neighborhood in the heart of the ELM. The MOU outlines a collaborative and efficient planning process for multiple independently owned sites, with the goal of informing a Development Agreement.

The three MOU parcels currently lack an internal street and pedestrian and bicycle path network. Pursuing development individually and independently could result in misaligned intersections, awkward dead-ends at property lines and an oversupply of parking. *PlanBTV: South End* envisions a South End neighborhood where parking is shared and concentrated in a small number of facilities at the district's edge. This vision is rooted in the belief that cars are necessary today, but that getting people out of their cars at the edges means the district's internal streets and paths are as car-free as possible. In the coordinated redevelopment, on the other hand, the Parties can plan creatively for a high-quality public realm design that crosses property lines and helps people move across the future Champlain Parkway and throughout the South End safely and efficiently. Based on preliminary traffic and parking analyses, the MOU parties have initiated a preliminary set of options that would align internal streets, pedestrian and bicycle path network and shared parking locations across the three parcels. These initial concepts should be reviewed and refined by the Public Realm Design team, and provide additional options that can more effectively tie together the Lakeside Neighborhood to the West, the emerging residential MOU district, the surrounding South End businesses, and provide safe pedestrian and bike access to public destinations East of Pine Street such as Calahan Park and the Champlain Elementary School.

Each of the MOU parties brings a unique perspective and vision for how they'd like to use their land. At the same time, we've learned that mixing uses is often the best way to create community and innovative public realm. Through the coordinated redevelopment design process, the City's goal is to:

1. create symbiotic relationships between Champlain College's students and faculty and the startup ecosystem that thrives at district hubs like HULA, Innovation Center and Generator;
2. create a mixed-income residential neighborhood of renters and owners with the lands controlled by the City and RYB; and

3. think collaboratively to create spaces for innovators, artists and makers to work and live.

More information about the coordinated redevelopment effort can be found at:
<https://www.burlingtonvt.gov/CEDO/Capital-Projects-Financing/SouthEnd>

II. Funding

Funding for the project will come primarily from Community a Partnership for Neighborhood Development (CPND) Grant granted to the City of Burlington. Additional potential funding may be provided by the City's partners in the project - Ride Your Bike, LLC and Champlain College. The proposed budget for this scope of work is \$130,000.

III. Anticipated Schedule

RFP Released	2/20
Proposals Due	3/15
Contract Award	3/26
Phase 1 Completion	4/12
Phase 2 Completion	5/12
Phase 3 Completion	6/12
Phase 4 Completion	7/31

If you have suggested changes to this schedule, please provide them in your proposal.

IV. Consultant Qualifications

The City seeks a consultant and/or team of consultants with experience in urban design and landscape architecture, with a particular focus on ecological urbanism employing extensive use of green stormwater infrastructure and processes and practices with low embodied carbon. Teams demonstrating successful built streetscape and open space work in Burlington's climate zone are encouraged to apply. Teams should also include a firm or firms with experience in designing mobility hubs, specifically structures including indoor bicycle parking, transit amenities and car parking.

V. Anticipated Scope of Work and Responsibilities

The City of Burlington is seeking to hire a Consultant or Consultant Team to assist in the development of public realm design for multiple components of the South End Coordinated Redevelopment project. It is anticipated that the selected consultant(s) will work in coordination with other design consultants engaged in the project.

This contract will be with the City of Burlington, and the City will be the main point of contact for this work, however the other property owners and stakeholders will be engaged in the design process.

Anticipated Scope of Work

A breakdown of tasks and responsibilities is anticipated to generally include the following. The City and its development partners may negotiate additional services as needed or as identified in a Consultant's or team's proposal.

Phase 1: Project Definition

Task 1A: Project Kick-Off

The consultant(s) will attend a project kick-off meeting to discuss the goals and objectives of the municipality and its partners and define the project development process, including Consultant responsibilities. The Consultant(s) will discuss the project schedule and arrange to collect all information relevant to the project, including all existing relevant project files, underground utility information, tax maps of the affected properties, and work produced during the Parties' Memorandum of Understanding study. The City will coordinate and schedule this meeting. The Consultant will take notes to document the discussions and decisions made and distribute to parties of interest.

- ***Task 1A Deliverables:*** Project Kick-off Notes and Revised Schedule

Task 1B: Engagement Plan

The City will create an initial proposed engagement plan in advance of executing a contract with selected Consultant(s). Following contract execution, the Consultant(s) will review the proposed engagement plan and coordinate with the City and its partners in revising and finalizing the proposed engagement plan.

- ***Task 1B Deliverable:*** Final engagement plan including attendance and travel commitments as needed.

Task 1C: Working Group: Phase 1 Review

The Consultant(s) will coordinate and conduct one meeting to review deliverables from Task 1A and 1B and present their understanding of the project with the Working Group, to be composed of representatives from the City, Champlain College, Ride Your Bike, LLC and others as needed.

- ***Task 1C Deliverable:*** Meeting Agenda and Notes

Phase 2: Public Realm Framework

The South End Coordinated Redevelopment is surrounded by a mixture of established residential neighborhoods, the Pine Street corridor, and large vacant and/or underutilized properties. The development is also located within proximity of significant open space and recreational resources, including direct access to Burlington's world-class bike path. From this perspective, the MOU stakeholders, including the community at large, consider the development to be a unique opportunity to knit now-disjointed segments of the South End into a cohesive district. The Public Realm Framework will identify a network of streets, paths and open spaces within the development itself as well as beyond, that will be critical in successfully implementing this broader district vision.

Task 2A: Neighborhood Connectivity Diagram

Based on the draft "Mobility Framework" diagram (Exhibit B), identify future locations for bike and pedestrian access that would enhance accessible non-car connectivity. At minimum, the Diagram should address enhancements to accessible non-car connectivity related to the following components.

- The SEID, including both sides of the Champlain Parkway
- The Lakeside Avenue corridor, with particular focus on improving accessible connectivity between areas west (i.e Lakeside neighborhood, Hula, bike path) and east (i.e. Pine St businesses and services, Calahan Park) of the development.
- The Harrison Avenue rail crossing, which will remain the primary connection between the Lakeside neighborhood and the development, as well as the primary point of access between the development and the bike path.
- Extension of new north-south street depicted as "Innovation Lane" on Hybrid Traffic and Access diagram north through the property at 178 Lakeside Avenue and with connections to Electric Avenue. Additional new streets and intersections in this northern portion of the SEID should be explored.
- Sears Lane, with particular focus on improving safe, accessible pedestrian and cycling routes providing direct access to the Champlain Elementary property.
- Mid-block accessible crossings that enhance east-west connections across all of the blocks located in the MOU parcels.
- Internal pedestrian and multi-use path locations internal to private development sites that complement the public path network and provide redundant connectivity through the development.

Task 2A Deliverable: Neighborhood Connectivity Diagram

Task 2B: Open Space Network Diagram

Incorporating the draft "Mobility Framework" diagram, existing Burlington Parks, Recreation and Waterfront public parks and other public open space amenities, and the open space vision depicted in *planBTV: South End*, identify the following:

- Existing non-car connectivity between the MOU site and existing open space resources
- Proposed opportunities and preferred orientation for open spaces primarily focused within the MOU site that would integrate over time with the overall SEID Neighborhood Connectivity Diagram (Task 1A), supporting the vision of an active, amenity-rich mixed-use district. This task should consider and identify opportunities for privately-owned public spaces (POPS), as well as privately-owned open spaces reserved for the exclusive use of district residents, including courtyards and yards associated with individual residences. The consultant and MOU parties will collaborate with Burlington DPRW to explore feasible opportunities for additional public parks within the MOU site and SEID.
- Potential enhancements, including new connections, that will improve connectivity between the SEID properties and existing open space resources and those identified as proposed locations within this task.

Task 2B Deliverable: Open Space Network Diagram focused on the MOU parcels

Phase 3: Streetscapes

Task 3A: Streetscape and Path Typologies

In conjunction with the Working Group, the Consultant(s) will identify streetscape and path typologies based on the Task 2A Neighborhood Connectivity Diagram for facilities located in the MOU site only for further development. The typologies will reflect the Parties' selected development framework (Hybrid Traffic and Access diagram), including intended mobility function and right-of-way dimensions. At minimum, the Consultant(s) will provide no fewer than two basic concept alternatives for each of the following street typologies.

1. A central, north-south street (Tier 1) that will serve as the district's primary multi-modal mobility corridor and public space armature. It is anticipated that the development's mixed-use and residential buildings will primarily front onto this central street
2. Additional Tier 2 streets that will serve as the principal car route for travel along the District's outer edge as reflected by the selected development framework.

Task 3A Deliverable: Plan and section drawings and precedent imagery of each typology concept.

Task 3B: Working Group: Streetscape and Path Precedents

The Consultant(s) will compile and present to the Working Group material on precedents for each of the concept design service topic areas. The precedents should reflect the findings of the MOU study, best urban design practice and understanding of local regulatory, policy, climatic and social contexts. Each precedent should include project documentation including cost and maintenance regimes, where applicable.

Task 3B Deliverable: Meeting Agenda; Presentation Slides, Miro Board, or alternative format; Meeting Notes

Task 3C: Central Street Streetscape Design (30% design)

The Consultant(s) will prepare conceptual plans and conceptual construction and typical annual maintenance cost estimates for the central north-south street as identified in Exhibit B (Hybrid Traffic and Access diagram). Construction cost estimates should include new infrastructure development costs, to be determined in coordination with the Department of Public Works and the Burlington Electric Department.

The conceptual plans will indicate the existing topography and any conceptual topographic grading anticipated to occur over the course of the district's development. The designs will be in accordance with the Vermont Pedestrian and Bicycle Planning and Design Manual, 2024 VTrans Standard Specifications for Construction, the current editions of the Vermont State Standards, the Public Rights of Way Accessibility Guidance issued by the US Access Board, and the most recent edition of the Manual on Uniform Traffic Control Devices at minimum. In addition, adopted City standards listed in the Exhibits of this RFP shall apply. In the event that the Consultant(s) propose a conceptual design that is not entirely in conformance with the aforementioned standards, though still legally constructible, the Consultant(s) shall demonstrate rationale for such proposal.

The conceptual design documents are anticipated to consist of the following:

- Title Page
- Layout Sheets showing existing and proposed features, including but not limited to green stormwater infrastructure, materials, furnishings and wayfinding
- Preliminary Profiles
- Approximate right-of-way lines and construction limits
- Typical sections for the proposed improvements
- Cross sections
- A minimum of one illustrative, rendered perspectival drawing

The Consultant(s) will work with the Department of Public Works and the Burlington Electric Department for the design and engineering of the street lighting for the project to incorporate a preliminary layout in the conceptual plans.

The consultant will submit electronic copies in PDF format of the conceptual plans and construction cost estimate to the City. The conceptual cost estimate must be prepared in a complete and concise tabular format and will be submitted in PDF format. The consultant will develop the construction cost

estimate utilizing individual items and unit prices consistent with the 2024 VTrans Standard Specifications for Construction, including any revisions, supplements or addenda, unless the City and Working Group determine that alternative regulating documents and pricing estimates are appropriate.

Task 3C Deliverable: *Layout sheets including but not limited to the information identified above*

Task 3D: Tier 2 Streetscape Design (Schematic Design)

The Consultant(s) will prepare conceptual designs, including typical sections and example plan segments, for each of the Tier 2 streetscape typologies identified in Task 4A. The designs will be in accordance with the Vermont Pedestrian and Bicycle Planning and Design Manual, 2024 VTrans Standard Specifications for Construction, the current editions of the Vermont State Standards, the Public Rights of Way Accessibility Guidance issued by the US Access Board, and the most recent edition of the Manual on Uniform Traffic Control Devices at minimum. In addition, adopted City standards listed in the Exhibits of this RFP shall apply. In the event that the Consultant(s) propose a schematic design that is not entirely in conformance with the aforementioned standards, though still legally constructible, the Consultant(s) shall demonstrate rationale for such proposal.

The schematic design documents are anticipated to consist of the following:

- Typical sections, including dimensions for all elements
- Example plan segments, including dimensions for all elements

Task 3D Deliverable: *Layout sheets including but not limited to the information identified above*

Phase 4

Task 4A: Mobility Hub (Concept Design)

The Consultant(s) will prepare a generalized, conceptual plan for one Mobility Hub, the location and function of which is determined in the Hybrid Traffic and Access diagram. This task will not produce a 30% design as for the other two design topics. Instead, the Consultant(s) will collaborate with the Working Group to identify the appropriate size, program and function of the mobility hub, particularly its role in a shared parking district that includes the immediate development project and its surroundings. The mobility hub(s) will become a key anchor supporting increased transit and active mobility to and from the MOU site and greater SEID, and as such should include a program that includes but is not limited to the following components:

- Secure indoor bicycle parking for MOU site residents and the general public
- Locker, shower, and related facilities supporting active mobility commutes and travel to and within the MOU site.
- Indoor transit amenities, including seating and signage
- Significant car share bank
- Rooftop uses such as but not limited to recreation, open space and agriculture
- Potential to incorporate residential uses as “wrapper buildings” and or extending above the parking deck
- Car parking for MOU site residents, employees, visitors and the general public
- Design and programmatic considerations – e.g. regarding flat versus ramped floor plates, and floor-to-floor height considerations (for potential future non-auto use)

This work will guide future continued design work and procurement of the mobility hub as needed in future phases of the district's development.

Task 4A Deliverable: Drawing set to include Floor Plans, Programmatic Space Plan, Elevations, Sections and one or more illustrative rendering

VI. Selection Process

In selecting the Consultant, the City will use the following criteria:

Review Criteria	Points Available
Experience & Qualifications: Qualifications and experience of staff identified to work on this project (including subconsultants) and the role and time that each member will perform on the project.	30
Project Understanding & Knowledge of Area: Demonstrated understanding of the parameters of this project, its limitations and potential.	30
Cost: Outline how the project will be managed as related to proposed and any anticipated additional costs. Estimate of resource allocations to each component of the project and availability of qualified staff.	15
Depth of Skills: Depth or relevant technical experience in undertaking this type of project.	15
Quality, Clarity & Completeness of Submittal Package	10
TOTAL	100

The selection process will be as follows:

- a. The responses to this RFP will be evaluated by the City who will rank the responses based on the weighted evaluation criteria above, and may short-list the highest scoring responses.
- b. Proposers may be requested to furnish additional information during the selection process.
- c. Any interviews will be up to one-hour sessions where the respondent will have an opportunity to ask questions and discuss the firm's response to the RFP. Any interviews will be ranked on the same weighted evaluation criteria above.
- d. The top-ranked selection will be submitted to the City's Chief Administrative Officer with all supporting documentation prior to commencement of any contract negotiations.
- e. The selected respondent will be invited to engage with the City in negotiations leading to the completion of a final scope of work, budget, timeline, and related contractual obligations.
- f. A final contract will require approval by the Mayor, and possibly the City Council depending on the final contract amount.

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

VII. Submission Requirements

Responses to this RFP must contain each of the following:

- 1) A cover letter:
 - o Expressing the firm's interest in working with the City;

- Acknowledging the firm's understanding that they will be basing their work on Forecasted Growth Basis/Assumptions developed by CCRPC's consultant; and,
 - identification of the principal individual(s) that will provide the requested services;
- 2) A Technical Proposal (not more than 15 pages) consisting of:
- A description of the approach to be taken toward completion of the project, any additional or alternative tasks from those outlined in Section II of this RFP, and any insights into the project gained as a result of developing the proposal;
 - A scope of work that includes steps to be taken, including any products or deliverables resulting from each task. The response should explicitly distinguish between:
 - a. Areas where your firm will take the lead and responsibility for accomplishing a task, with input and advice from City professional staff;
 - b. Areas where your firm would rely on City professional staff to take the lead and responsibility for accomplishing a task, with input and advice from your firm.
 - Identify the project manager and a list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall also be included in this list;
 - A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task;
 - A proposed schedule that indicates project milestones and overall time for completion;
 - Identify how soon the consultant firm, if selected, would be able to begin work.
 - Include a description of relevant experience and identification of prior, successfully completed impact fee projects, including a brief project description and a contact name and address for reference. Respondents may include links to materials or samples that demonstrate the consultant's capabilities to lead this project.
 - Provide a minimum of three (3) professional references. Include name, title, phone number, and email for each reference.
- 3) A Cost Proposal consisting of:
- **A Maximum Not-To-Exceed Cost** including an itemized schedule of all expenses, including both labor and direct expenses, by task. If the use of sub-consultants is proposed, a separate schedule of expenses must be provided for each sub-consultant.
 - **Rates for Additional Professional Services** if it should become necessary for the City to request the successful firm to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement.

Submittal Deadline & Contact

All responses to this RFP **must be received by 5:00 pm on March 15, 2024** in order to be considered. Proposals must be submitted in digital format (PDF) via email to the contact listed on the first page of this RFP. Applicants will receive a confirmation email once the proposal has been received. Please ensure that the document is easily printable by use standard page formats of 8.5" x 11" and/or 11" x 17".

VIII. Exhibits

Exhibit A: Location Map

Exhibit B: Mobility Framework Diagrams

Exhibit C: Omitted due repetition

Exhibit D: Omitted due to repetition

Exhibit E: Omitted due to repetition

Exhibit F: Omitted due to repetition

Exhibit G: Omitted due to repetition

Bid documents include this main body of the request for proposals and all exhibits.

IX. Contracting

The Consultant, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (**Exhibit D** in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

X. Agreement Requirements

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (**Exhibit D**) and the attached Draft Agreement.

XI. Limitations of Liability

The City assumes no responsibility or liability for the response to this Request for Proposals.

XII. Costs Associated with Proposal

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

XIII. Indemnification

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any

claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XIV. Rejection of Proposals

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XV. Ownership of Documents

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XVI. Duty to Inform City of Bid Document Errors

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract documents.

XVII. Public Records

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

Exhibit A: Location Map

South End Coordinated Redevelopment MOU



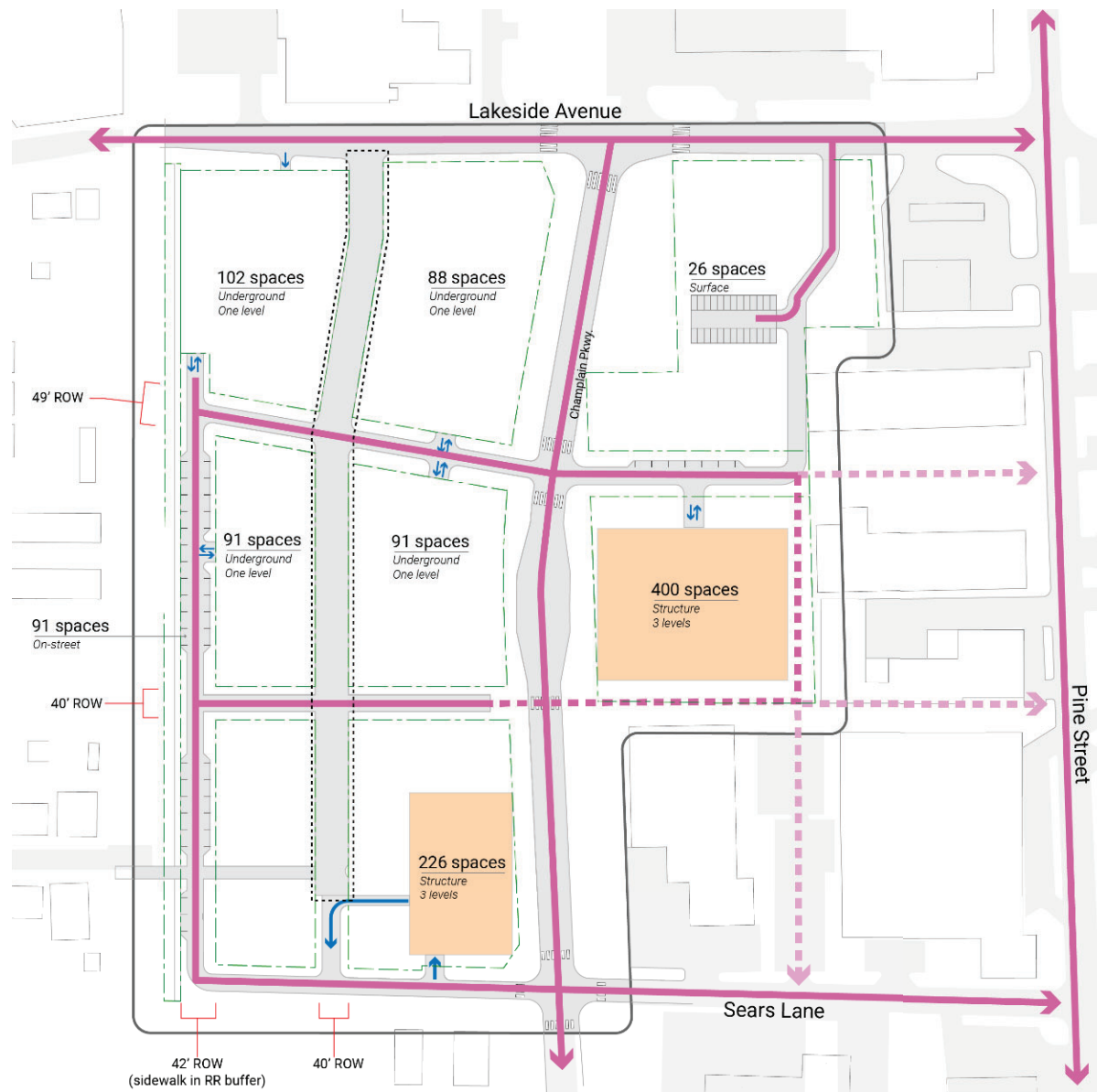
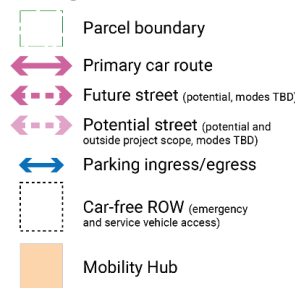
Exhibit B: Mobility Framework Diagrams

South End Coordinated Redevelopment Mobility Framework

Guiding Principles:

- Majority of street space is dedicated to accessible and active transportation = **more people, fewer cars**
- A network of shared parking facilities should serve the development and greater South End

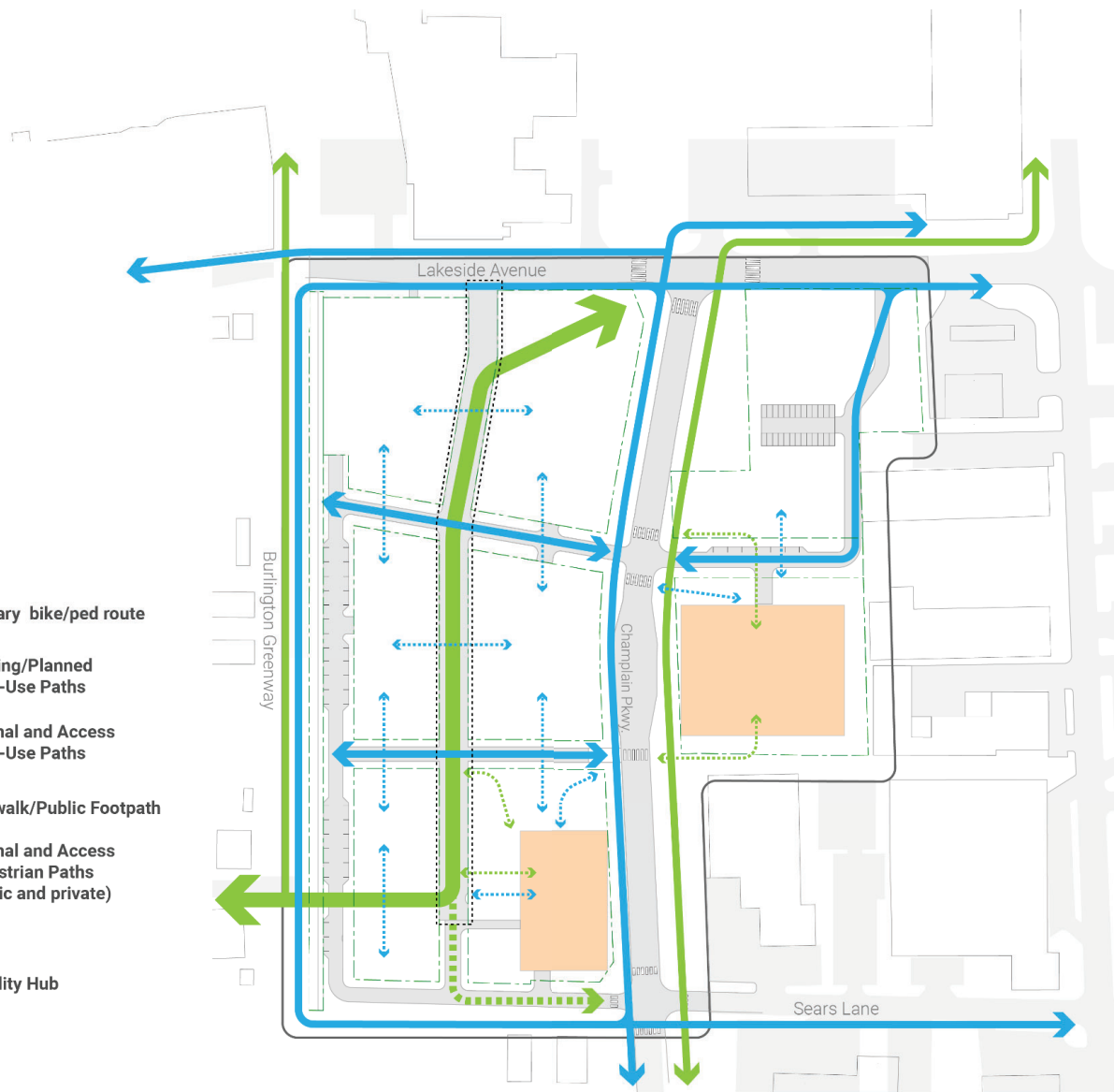
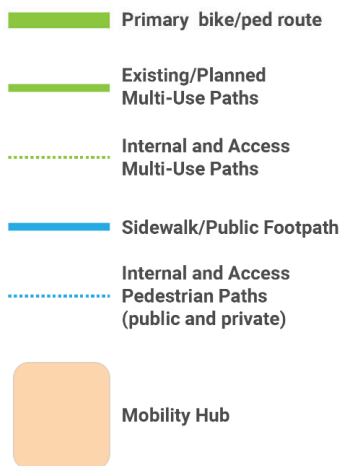
Parking + Traffic



South End Coordinated Redevelopment Mobility Framework

Guiding Principles:

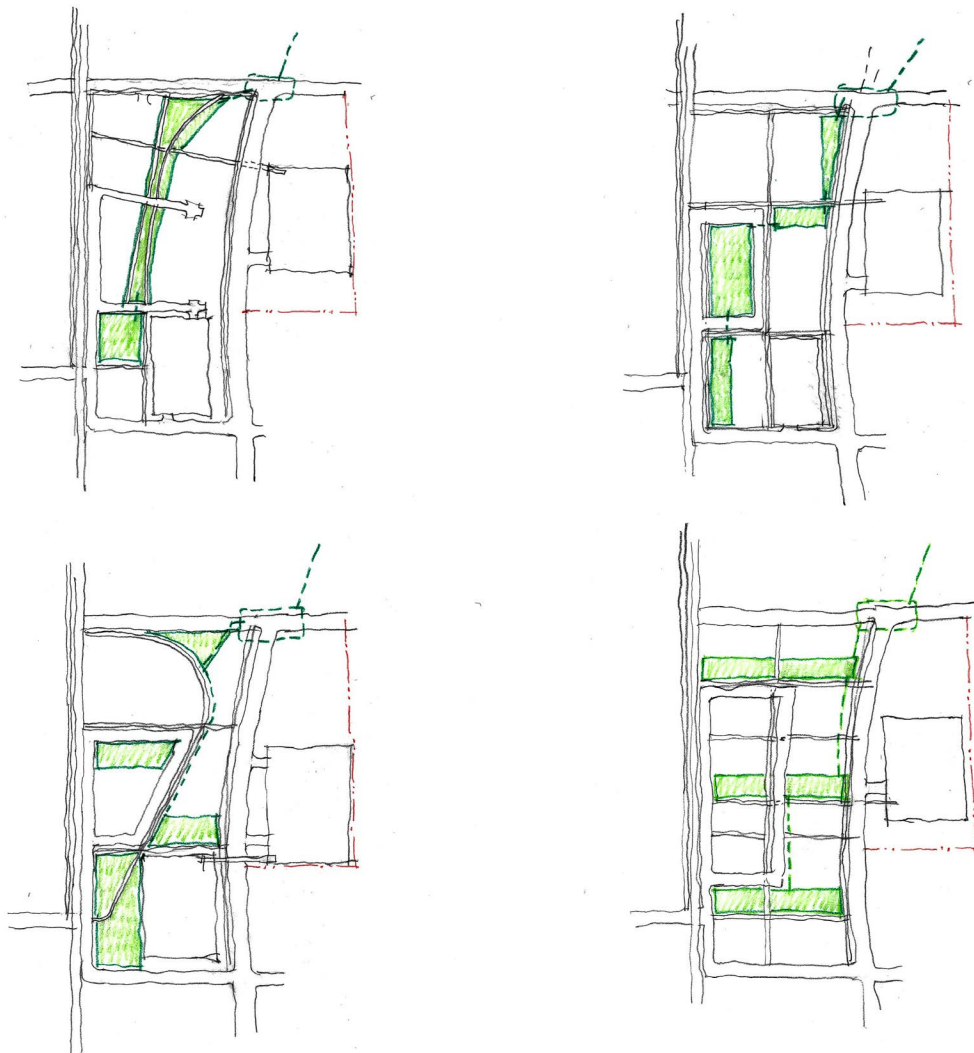
- Majority of street space is dedicated to accessible and active transportation = **more people, fewer cars**
- A network of shared parking facilities should serve the development and greater South End



**Attachment B:
Proposal, dated March 15, 2024**

DRAFT

Professional Design Services for the South End Coordinated Development – Public Realm Design Qualifications & Proposal



Sketches by Tim Love from Utile for alternative street, pathway, and green infrastructure configurations done during the charrette for the site that brought together property holders, City staff, and other stakeholders.

March 15, 2024

Samantha Dunn
City of Burlington
Community and Economic
Development Office (CEDO)
149 Church St
Burlington, VT 05401

utile

115 Kingston St
Boston, MA, 02111

110 Union St
Providence, RI, 02903

(617) 423-7200

This page intentionally left blank.

Contents

1. Cover Letter iv
2. Project Approach 1
3. Scope of Work 2
4. Project Team 5
5. Task Matrix 8
6. Schedule 10
7. Relevant Experience 12
8. Impact Fee Projects 14
9. References 15
10. Cost Proposal xvi

March 15, 2024

Samantha Dunn
City of Burlington
Community and Economic
Development Office (CEDO)
149 Church St
Burlington, VT 05401

utile

Architecture
& Planning

115 Kingston Street
Boston, MA 02111
utiledesign.com

110 Union St.
Providence, RI 02903

Samantha,

Utile is thrilled to submit a proposal for professional design services to advance the public realm design for a coordinated development in the South End that includes property owned by the City of Burlington, Ride Your Bike, and Champlain College. The project presents a unique opportunity to create a 21st century neighborhood that balances vehicular access with pedestrian, bicycle, and transit mobility options. We will aim for a creative synthesis of these modes, along with integrated green infrastructure solutions and a thoughtfully located and programmed open space network. If we're successful, the project can serve as a model for integrated infrastructure design that looks and functions differently than conventional auto-centric solutions.

Beyond the enthusiasm and ambition we will bring to the project, Utile and Stantec have meaningful prior experience with the site and stakeholders. Utile served as the City's consultant, as a sub-consultant to VHB; in that role, I helped conceptualize and facilitate a charrette that explored alternative development framework plans and planning themes for the site. Jason Schrieber, the director of Stantec's Urban Mobility Group in Boston, was brought on board as one of Ride Your Bike's consultants and helped shape the draft framework plan that was included in the RFP. Jason and I have collaborated on similar projects for over the past fifteen years or more and realized that the next steps of your project was the perfect opportunity to get the band back together. Offshoots, a landscape architecture firm led by Kate Kennen, a national leader in landscape remediation and green infrastructure strategies, will support the Utile/Stanec team. In addition, Waite-Hendel for geo-technical, and SE Group, a local landscape and planning firm that has supported Utile on past Burlington projects, will play an advisory role.

Despite the many experts on our team, I will play a proactive leadership role, important given the number of vested stakeholders and the complex range of issues that need to be addressed. We have partnered with the City on equally complex projects in the past, ranging from the Moran Frame landscape concept design to pending revisions to the Neighborhood Zoning Code. We will bring the same collaborative spirit, positive energy, and measured ambition to this project.

Sincerely,



Tim Love, FAIA, Principal,
Utile, Inc.

Project Approach

Utile's project approach is predicated on a seamless transition from earlier studies of the site and a highly collaborative consultant team that will integrate infrastructural, mobility, and urban design considerations throughout the process. Utile will work closely with Stantec and Offshoots (as well as Waite-Hendel and SE Group in an advisory role) to build on the previous framework and find ways to enhance non-vehicular mobility and connectivity within the MOU district and to the broader South End neighborhood. The overall process will be steered proactively by Tim Love from Utile and Jason Schrieber from Stantec's Urban Mobility Group. Tim and Jason have collaborated on similar projects for more than fifteen years and were involved with earlier steps of the planning process for the site.

Once the public realm framework is refined to greater resolution, Utile and Stantec will work together to test-fit the right-of-way dimensions for the central district spine and complementary secondary streets, with Stantec providing dimensional criteria and Utile drawing through the resulting scenarios. Offshoots will assist the team in identifying open space resources and green infrastructure opportunities, Waite-Hendel will inform Stantec and Utile with important geotechnical considerations (e.g., a considerable portion of the site looks to require remediation), and SE Group will provide local landscape knowledge critical to ensuring a thriving and healthy public realm. To further complement this work, Utile will find appropriate streetscape precedents that can help convey the intended

characteristics of specific approaches, while at the same time providing inspiration for more granular design elements and dimensional standards.

The design of the Mobility Hub will follow a similar process, with Stantec providing dimensional criteria and Utile drawing through options using a 3D digital modeling tool. Utile has extensive experience developing mobility hubs, including future-use garages developed for targeted redevelopment areas near stations along the Babylon Line of the Long Island Railroad and the Massachusetts Convention Center Authority for sites along D Street in South Boston. Like the program for your garage, these projects included bike parking, transit amenities, car share opportunities, and ground-level uses that enhance adjacent street life. Given the dimensional drivers of a Mobility Hub design, we recommend a meaningful overlap between Phase 3 (streetscape) and phase 4 (mobility hub). This will allow for the iterative development of both aspects of the project, and ultimately, a more cohesive productive dialogue between the two critical project components.

While the consultant team will look to the City to lead engagement efforts and assemble the Working Group, Utile will create compelling "engagement ready" graphic material at every stage of the process in modular slide format that will allow City officials, members of the Ride Your Bike team, and other stakeholders to use relevant content to prepare customized presentations geared to specific audiences. Utile also has extensive experience conceiving and facilitating charrettes and public meetings and is happy to plug in wherever it makes sense.



Utile led the redesign of Weston Town Center in Weston MA. The scope included the implementation of lane diets of the streets entering the Center, the redesign of two intersections, and reorganization of public and private parking lots into a more rational and efficient layout, and the creation of two new open spaces at the heart of the Center. In total, more than an acre of space were recaptured from roadbeds after more than thirty years of successive road widenings. This is the kind of "after" drawing that Utile likes to pair with a "before" drawing to demonstrate the impact of proposed changes.

Scope of Work

The following scope builds on that of the RFP, adding sub-tasks and clarifications where deemed most beneficial to the project. A schedule highlighting sequencing of tasks and project meetings is included on pages 10 – 11.

Phase 1: Project Definition and Work Plan

During Phase 1 of the project, the Utile team will collaborate with the City of Burlington and project partners to define priority outcomes, final deliverables, and anticipated working group and stakeholder engagement for the project. It is anticipated that the City will serve the primary role of convening stakeholders and organizing meeting times and venues for all engagement meetings. Once expectations for the project priorities and process are set, Utile will refine the overall schedule and work plan, incorporating time needed for base documentation and analysis, design iterations, and coordination meetings.

1A: Project Kick-Off

- 1A.1: Meet with the City team to discuss project goals and objectives, and define the project development process.
- 1A.2: Create refined project work plan and schedule.
- 1A.3: Attend bi-weekly coordination meetings with the City across project timeframe.

1B: Revised Engagement Plan

- 1B.1: Review the City's proposed engagement plan and coordinate with the City and its partners to draft a final engagement plan outlining a schedule and the number and format of engagement activities.

1C: Baseline Documentation and Review

- 1C.1: Work with the City team to collect and review relevant project site information and work produced during the Parties' Memorandum of Understanding study.
- 1C.2: Consolidate information and generate digital base documentation in 2D and 3D formats.

1D: Working Group: Phase 1 Review

- 1D.1: Conduct and facilitate a meeting to review deliverables from Tasks 1A-C with the project Working Group. Meeting presentation will include an understanding of the project, overview of schedule and work plan, and a summary of existing conditions and key takeaways from past planning processes.

Phase 1 Deliverables:

- *Kick-off meeting notes*
- *Refined project work plan and schedule*
- *Refined engagement plan*
- *Base documentation of site in 2D and 3D format, with relevant layers of information highlighted*
- *Working Group meeting agenda, presentation, and meeting notes*

Phase 2: Public Realm Framework

In Phase 2, the Utile team will work with the City and its partners to articulate an integrated network of streets, paths, and open spaces for the South End district, drawing from overarching vision and goals desired by MOU stakeholders and the broader community. This collaborative effort aims to integrate existing and new non-vehicular circulation options within and beyond the South End development area, fostering a cohesive urban design and public realm framework that will inform right of way designs later in the project. This phase will involve more substantial collaboration with landscape architecture consultants on the team, Offshoots and SE Group.

2A: Neighborhood Connectivity Diagram

- 2A.1: Based on the draft "Mobility Framework" diagram, identify and diagram circulation options for enhanced pedestrian and bike access.
- 2A.2: Test right of way dimensions to accommodate non-car modes and public realm amenities.
- 2A.3: Consolidate into a Neighborhood Connectivity Diagram highlighting future locations for enhanced pedestrian and bike connections through the MOU site.

2B: Open Space Network Diagram

- 2B.1: Identify and diagram opportunities for enhanced non-car connectivity between MOU site and existing and proposed open space resources, including opportunities for utilizing access to privately-owned public spaces and open spaces within the district, and exploring feasibility of proposing additional open spaces.
- 2B.2: Consolidate open space resources and their proposed interconnectivity into an Open Space Network Diagram for MOU parcels based on Neighborhood Connectivity Diagram (2A) and in relation to future development sites.

Phase 2 Deliverables:

- Circulation diagram options studying enhanced ped and bike access through the district
- Open space network diagrams, identifying and mapping enhanced connectivity between existing and potential locations for new open spaces
- Consolidated “Neighborhood Connectivity Diagram” for presentation
- Consolidated “Open Space Network Diagram” for presentation

Phase 3: Streetscapes

Based on the established Neighborhood Connectivity Diagram in Task 2A, the Utile team will work with the City team and Working Group to identify and categorize streetscape and path typologies exclusively on facilities within the MOU site for further development. This phase

will involve more substantial collaboration with site/civil and traffic engineering consultants, Stantec and Waite-Hendel.

3A: Streetscape and Path Typologies

- 3A.1: Identify relevant street types in the MOU for further study. Develop concepts for (2) tiers of streets, where tier 1 represents a central, north-south street that would serve as the District’s multimodal “spine” and tier 2 encapsulates the principal car routes along the District’s outer edges.
- 3A.2: Compile precedents for street section design of the (2) street tiers.
- 3A.3: Verify streetscape precedents with existing traffic standards.
- 3A.4: Compile open space and landscape references for street types.
- 3A.5: Compile street concept materials into presentation slidedeck.

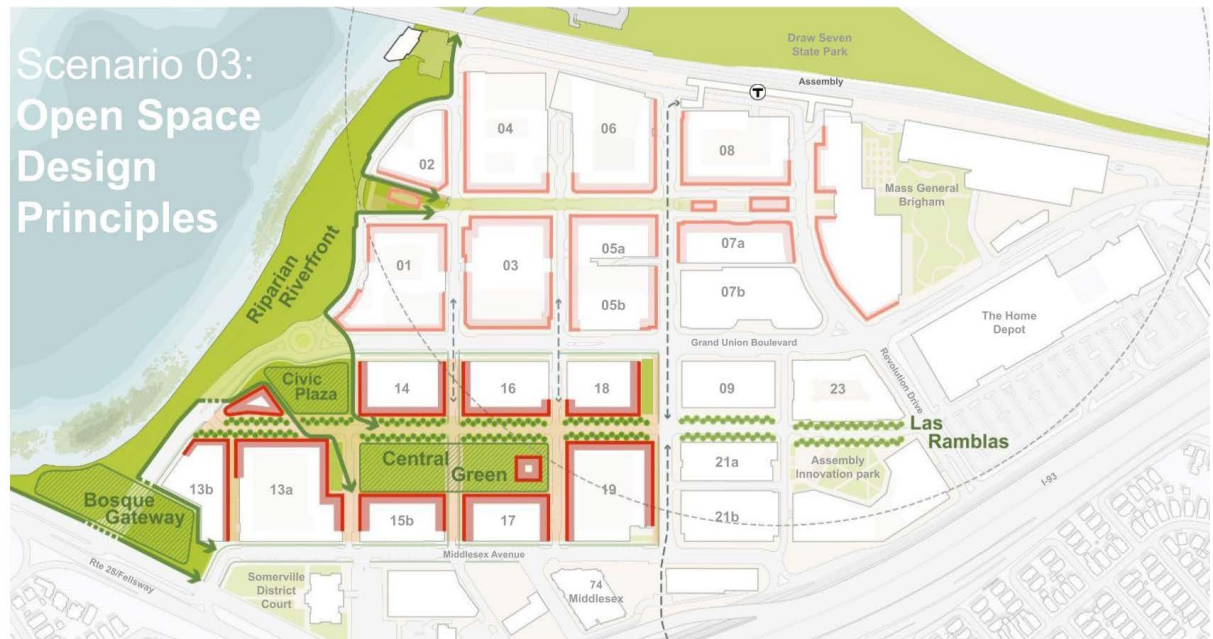
3B: Working Group: Streetscape and Path Precedents

- 3B.1: Present streetscape & path precedents to the Working Group in slide format (or Miro board).

3C Central Street Streetscape Design (30%)

- 3C.1: Refine street type concept based upon previous charrette (3B).
- 3C.2: Convene as a group and solicit urban design and landscape design feedback during regular check-ins.
- 3C.3: Develop 30% design drawings of the

Utile is currently assisting Federal Realty with the Assembly Square Marketplace redevelopment masterplan. The project foregrounds a network of variegated open space types that ties the new district to the Mystic River waterfront. These open space types include a central recreation park, a green corridor that will serve as the main district spine, a bosque gateway, and a collection of pocket parks.



central streetscape design, incorporating all relevant regulations and standards, as identified in the RFP.

- 3C.4: Prepare a drawing set inclusive of a title page, existing conditions plans, proposed plans, stormwater infrastructure, material plans, furnishing plan, wayfinding, street profiles, approximate right-of-way lines, construction limits, and typical sections. Additionally, provide conceptual construction and typical annual maintenance cost estimates (informed by city departments).
- 3C.5: Create and include at least (1) illustrative rendered perspectival drawing of the streetscape design.

3D Tier 2 Streetscape Design (SD)

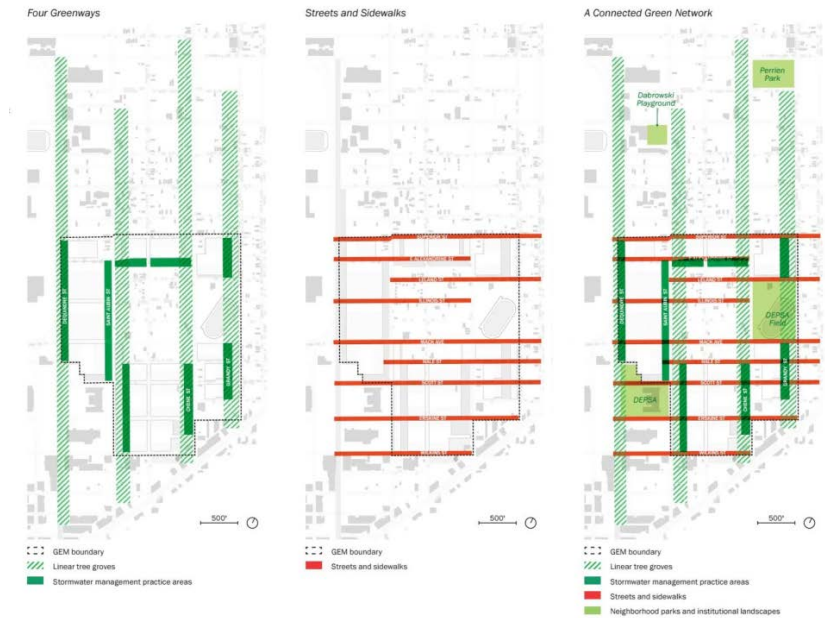
- 3D.1: Refine street type concepts based upon previous charrette (3B).
- 3D.2: Convene as a group and solicit urban design and landscape design feedback during regular check-ins.
- 3D.3: Develop schematic-design (SD) drawings of the tier 2 streetscape design, incorporating all relevant regulations and standards, as identified in the RFP.
- 3D.4: Prepare drawing set inclusive of a title page, existing conditions plans, proposed plans, typical sections, and dimensions.

Phase 3 Deliverables:

- Working group presentation/charette materials summarizing Task 3A findings in either slide format or interactive Miro Boards
- Electronic copies in PDF format of the Tier 1 Central Street and Tier 2 Streetscape drawing sets including conceptual plans, sections, and construction cost estimates (in tabular format)
- At least (1) illustrative rendered perspective of the Tier 1 Central Street concept design

Phase 4: Mobility Hub

In Phase 4, the Utile team will collaborate with the City and Working Group to craft a high-level conceptual plan for a Mobility Hub that will facilitate enhanced transit and active mobility connections between the MOU site and the broader South End Innovation District. The conceptual plan will serve as a guide for future design work and procurement of the mobility hub as necessary in subsequent phases of the district's development.



Utile, with landscape architect MVVA, led the planning for the Detroit Eastern Market Neighborhood Framework & Stormwater Management Network Plan. The public realm framework integrates a collection of east-west pedestrian-first streets with a system of north-south green-infrastructure corridors, producing a walkable and resilient district for future housing and light-manufacturing infill uses.

4A: Mobility Hub Concept

- 4A.1: Collect precedent collection and research around mobility hubs and similar parking garage typologies.
- 4A.2: Create at least two (2) conceptual designs of the mobility hub, including conceptual 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts. Concepts will include multiple variants of program options (e.g., bike parking, transit uses, lockers, showers, housing, agriculture, energy production, artwork, signage, public space, and car parking).
- 4A.3: Present initial concepts for client feedback.
- 4A.4: Refine concepts based upon feedback.
- 4A.5: Presentation of final mobility hub concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least one (1) illustrative rendering.

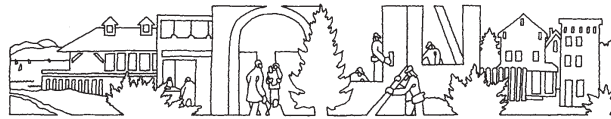
Phase 4 Deliverables:

- Mobility Hub drawing set including conceptual floor plans, programmatic space plan, elevations, sections and one or more illustrative renderings

Project Team

City of Burlington

Community & Economic Development Office (CEDO)



utile

Tim Love

FAIA, Principal in Charge and Strategic Project Lead

Sam Naylor

RA, Associate, Urban Designer and Project Architect

Jessy Yang

Associate, Urban Realm Design Lead

Courtney McCracken

Urban Designer



Jason Schrieber

AICP, Senior Principal

Chris Gendron

PE, Project Manager

Greg Goyette

PE, Senior Principal

Catrina Meyer

AICP, GISP Transportation Planner



Patrick Olstad

ASLA, PLA, LEED AP Project Manager

Dayton Crites

Senior Outdoor Recreation Planner



Kate Kennen

RLA, Principal

Shelby Chapman-Hale

RLA, Senior Associate



Miles Waite

PG, Principal Hydrogeologist

Chandler Noyes

Senior Hydrogeologist

utile



Tim Love FAIA

Principal in Charge and Strategic Project Lead

Tim is the founding principal of Utile and leads the firm's urban design and planning practice. Love's expertise ranges from innovative zoning approaches; to a comprehensive understanding of market-driven building types; to the strategic layout of streets, blocks, and parcels; to the design of Complete Streets and the larger public realm.

Love's clients include municipalities, state agencies, and developers. He is especially adept at exploring alternative development scenarios in collaboration with engineers, landscape architects, and real estate finance experts. Design alternatives are shaped by financial goals, the regulatory context, environmental considerations, a social agenda informed by community input, and a place-specific design vision. Rather than simply balance these factors, Love seeks a visually compelling synthesis that can inspire elected officials, potential development partners, and the full range of stakeholders.

Love has a BS in Architecture from the University of Virginia and a Master in Architecture from the Harvard GSD, where he received the Henry Adams Medal. He is currently an Associate Professor at Northeastern University and a Lecturer in Real Estate at the Harvard GSD and has taught at Yale, the University of Toronto, and RISD.



Jessie Yang

Associate, Urban Realm Design Lead

Jessie, a senior architectural and urban designer at Utile, has led a diverse range of urban-scale projects that leverage private sector interests for public realm benefits. Notable projects include PLAN Dot Ave Transportation Action Plan, which included a proposed redesign of Dorchester Ave (with Nelson\Nygaard, completed 2022); the reconfiguration of the central open space, intersection, and streetscape for Watertown Square (ongoing); the Boston Coastal Flood Resilience Design Guidelines and Overlay District (completed 2021); the 14-acres Harvard Allston Enterprise Research Campus Phase 1 (completed 2022); and the 20-acres Assembly Square Marketplace redevelopment masterplan (on-going).

Jessie holds a Bachelor of Architecture from Rice University and a Master of Architecture in Urban Design from the Harvard University Graduate School of Design, where he received the Award for Outstanding Leadership in Urban Design. In addition to practice, Jessie has taught design studios at the Boston Architectural College, Boston College, and Northeastern University.



Sam Naylor RA

Associate, Urban Designer and Project Architect

Sam, a project architect and urban designer at Utile, is especially adept at working in the space between the two disciplines. He has a particular focus on housing, crafting work that maintains a quality of beauty, dignity, and anonymity both from the scale of the bedroom to the block. He is the project architect for a large residential building as part of a larger mixed-use development along Dorchester Avenue in South Boston and has helped steer the design of the associated public realm of the project. Sam worked on the alternative build-out scenarios for the City of Burlington, Ride Your Bike, Champlain College consortium during an earlier phase of the project and is familiar with the opportunities and constraints of the site.

Sam holds professional architecture degrees from Tulane University with honors and a post-professional design degree from Harvard University's Graduate School of Design with distinction. In addition to his professional work, Sam recently co-edited "The State of Housing Design," a publication for the Joint Center for Housing Studies at Harvard University.



Courtney McCracken

Urban Designer

Courtney is an Architectural and Urban Designer at Utile with strong representational skills that bridge diagrams and information graphics to three dimensional depictions of urban design scenarios. She holds a Master of Architecture degree from Dalhousie University in Halifax, Nova Scotia and a Bachelor of Architectural Studies degree from the McEwen School of Architecture located in Sudbury, Ontario. Courtney's master's thesis focused on decapitalizing San Francisco's Waterfront through the collective memory of community resistance, in response to the exploitation that the waterfront has faced as a result of detrimental urban development over the past 125 years.

Her excitement towards design stems from exploring projects that have exciting cultural contexts, compelling community engagement techniques, and material exploration strategies that are unique, yet significant to each project. She is constantly excited by all things history, crafting and color, and loves to consolidate these notions into design and graphic representation.



Jason Schrieber AICP
Senior Principal



Greg Goyette PE
Senior Principal

Stantec's Urban Places team is an interdisciplinary hub bringing together leaders in planning and transportation, including smart and urban mobility; urban design; real estate advisory and development; buildings and infrastructure design; and engineering. We work in cities across North America to fulfill an urban promise of enhanced livability, equity, and diversity that multimodal mobility unlocks—in cities and suburbs alike.

Jason Schrieber leads Stantec's Urban Places Mobility Group out of their Boston office and will be the lead mobility strategist. Jason has worked with Utile extensively on downtown and waterfront redevelopments in New England and has recently completed mobility strategies for Toronto's Portlands and Saskatoon's downtown.

Working closely with lead planner Catrina Meyer, Stantec will be focused on analytics and designs that support implementable solutions for walkable mixed-use development in the South End.

Locally-based planning support will be led by Chris Gendron, who brings infrastructure and development project management experience from across Vermont, and Stantec's local engineering assets will be represented by Greg Goyette, who has extensive City experience and worked with Jason on the Great Streets work in downtown Burlington.



Chris Gendron PE
Project Manager



Catrina Meyer AICP, GISP
Transportation Planner



Kate Kennen RLA
Principal



Shelby Chapman-Hale RLA
Senior Associate

Offshoots founder and President Kate Kennen is the owner and sole principal for the firm. Kate has over 25 years of experience as a landscape architect working on similar transportation corridor projects and has deep expertise in planting and green infrastructure design. She served on Mayor Menino's Steering Committee for the Boston Complete Streets planning document. Kate will provide design review for this project. Shelby Chapman-Hale is a registered landscape architect in Massachusetts (MA #4309) and Vermont (VT#125.0133748). She earned a B.S. in Environmental Science and Ecological Design from the University of Vermont, and her MLA from the University of Oregon. Shelby, who specializes in ecological design practices, works from Vermont and would act as the project manager and main point of contact for Offshoots on this project.



Patrick Olstad ASLA, PLA,
LEED AP
Project Manager



Dayton Crites
Senior Outdoor Recreation
Planner

SE Group will be providing an advisory role given their understanding of the city as local consultants, experience with active transportation planning, and expertise in streetscape design (with integrated stormwater treatment). SE Group has helped guide numerous projects for the city of Burlington through the community engagement process, so they can help craft that strategy. Patrick Olstad will be the Project Manager for SE Group, collaborating on streetscape and urban design. Dayton Crites will collaborate on the community engagement strategy as well as transportation planning and design.



Miles Waite PG
Principal Hydrogeologist



Chandler Noyes
Senior Hydrogeologist

Waite-Heindel Environmental Management (WHM) is a Vermont-based firm that provides a variety of environmental services. WHM's Principal Hydrogeologist Miles Waite, PhD, PG, and Senior Hydrogeologist Chandler Noyes, PhD, will provide guidance on environmental conditions in the project area, including known or potential contamination of soil and groundwater, and the regulatory requirements and costs associated with their appropriate management. WHM's cursory review of the project area reveals that two of three subject parcels (125 Lakeside Avenue and 175 Lakeside Avenue) are Vermont SMS-listed hazardous waste sites, as well as another seven sites within the project area, indicating that management of contaminated soils during future work will need to be fully considered.

Task Matrix

Task Matrix		Firm	Utile Urban Design and Planning			
		Role	Principal-in-Charge	Project Manager / Senior Urban Designer	Architect and Urban Designer	Urban Designer
Person	T. Love	J. Yang	S. Naylor	C. McCracken		
Phase 1	Project Definition and Work Plan	Lead				
1a	Project Kick-Off					
1a.1	• Kick-Off Meeting with City and Project Partners	1	1	1	1	
1a.2	• Create refined project work plan and schedule	2	2	0	0	
1a.3	• Attend bi-weekly project coordination meetings with City	10	10	4	4	
1b	Revised Engagement Plan					
1b.1	• Create refined engagement plan in coordination with City	1	2	0	0	
1c	Baseline Documentation and Review					
1c.1	• Collect and review site information and work during the MOU study	0	2	1	4	
1c.2	• Generate digital base documentation in 2D and 3D formats	0	4	0	8	
1d	Working Group: Phase 1 Review					
1d.1	• Meeting to present and review deliverables from Tasks 1A-C	2	4	1	2	
	Total Phase 1 Person-Hours	16	25	7	19	
Phase 2	Public Realm Framework					
2a	Neighborhood Connectivity Diagram	Lead				
2a.1	• Identify and diagram circulation options for enhanced ped and bike access	2	2	1	8	
2a.2	• Test right of way dimensions to accommodate non-car modes	0	2	0	8	
2a.3	• Create Neighborhood Connectivity Diagram	2	2	1	8	
2b	Open Space Network Diagram	Collaborator				
2b.1	• Diagram opportunities for enhanced open space connectivity	2	4	1	4	
2b.2	• Create Open Space Network diagram for MOU parcels	2	4	1	8	
	Total Phase 2 Person-Hours	8	14	4	36	
Phase 3	Streetscapes	Collaborator				
3a	Streetscape and Path Typologies					
3a.1	• Develop concepts for (2) tiers of streets.	1	1	1	2	
3a.2	• Compile precedents for street section design of the (2) street types	0	0	0	0	
3a.3	• Verify streetscape precedents with existing traffic standards.	1	1	0	2	
3a.4	• Compile open space and landscape references for street types	0	0	0	0	
3a.5	• Compile street concept materials into presentation slidedeck	0	0	0	0	
3b	Working Group: Streetscape and Path Precedents					
3b.1	• Present streetscape & path precedents to group	1	1	1	1	
3c	Central Street Streetscape Design (30%)					
3c.1	• Refine street type concept based upon previous charrette (3B)	0	0	0	0	
3c.2	Provide urban design & landscape feedback during regular check-ins	2	2	2	2	
3c.3 & 3c.4	• Develop 30% design drawings set of the central streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.	0	0	0	0	
3c.4	• At least (1) illustrative rendered perspectival drawing	1	2	1	8	
3d	Tier 2 Streetscape Design (SD)					
3d.1	• Refine street type concept based upon previous charrette (3B)	0	0	0	0	
3d.2	• Provide urban design & landscape feedback during regular check-ins	2	2	2	2	
3d.3 & 3d.4	• Develop SD design drawing set of the tier 2 streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.	0	0	0	0	
	Total Phase 3 Person-Hours	8	9	7	17	
Phase 4	Mobility Hub	Lead				
4a.1	Precedent collection and research around mobility hubs	1	2	2	4	
4a.2	Conceptual design of mobility hub, including concept 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts	2	2	8	40	
4a.3	Present initial concepts for client feedback	1	1	1	1	
4a.4	Refine concepts based upon feedback	2	2	4	24	
4a.5	Presentation of final concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least (1) illustrative rendering.	1	8	1	12	
	Total Phase 4 Person-Hours	7	15	16	81	
	Task Total Hours per Person	39	63	34	153	
	Project Total Hours per Firm	289				

Stantec Site/Civil/Traffic Engineering and Cost Estimating				Offshoots, Inc. Landscape Architecture		Waite-Hendel Geotechnical Engineering Advisory		SE Group Local Landscape Advisory		City of Burlington, VT	
Principal in Charge	Senior Principal	Project Manager	Transportation Planner	Principal in Charge	Senior Associate / Project Manager	Principal Hydrogeologist	Senior Hydrogeologist	Senior Landscape Architect	Senior Planner		
J. Schrieber	G. Goyette	C. Gendron	C. Meyer	K. Kennen	S. Chapman-Hale	M. Waite	C. Noyes	P. Olstad	D. Crites		
Collaborator				Advisory		Advisory		Advisory			
											Advisory
1	0	0	1	1	0	0	0	0	0		Schedule and Attend Meetings
0	0	0	0	0	0	0	0	0	0		
6	2	2	2	6	0	1	0	1	0		
											Lead
1	0	0	0	0	0	0	0	0	0		Draft Initial Engagement Plan
											Advisory
0	0	1	1	0	0	0	0	0	0		Provide Site Information
0	0	1	1	0	0	0	0	0	0		Lead
											Coordinate Meeting
1	0	0	1	1	0	1	0	1	0		
9	2	4	6	8	0	2	0	2	0		
Collaborator				Collaborator		Advisory		Advisory			Advisory
2	2	0	4	2	4	0	0	0	0		Review Neighborhood Connectivity Diagram
2	2	0	4	2	4	0	0	0	0		
1	2	0	2	1	2	0	0	0	0		
Advisory				Lead		Advisory		Advisory			Advisory
1	0	0	0	12	20	0	0	2	2		Review Open Space Network Diagram
1	0	0	0	12	20	0	0	2	2		
7	6	0	10	29	50	0	0	4	4		
Lead				Collaborator		Advisory		Advisory			Advisory
											Review design, verify precedens, etc.
2	4	2	8	1	4	0	0	0	0		
1	2	0	2	0	0	1	1	1	1		
1	0	1	0	0	0	0	0	0	0		Lead
0	0	0	0	2	6	0	0	0	0		Coordinate Meeting
1	1	0	1	0	0	0	0	0	0		Advisory
											Provide Design Feedback, Relevant Regulations, Cost Estimate Input, etc.
2	2	2	2	1	1	1	0	0	0		
1	6	0	8	0	0	0	0	0	0		Provide Design Feedback, Relevant Regulations, Cost Estimate Input, etc.
0	0	0	0	2	4	0	0	0	0		
4	16	16	52	0	0	12	4	4	4		
0	0	0	0	0	0	0	0	0	0		Advisory
											Provide Design Feedback, Relevant Regulations, Cost Estimate Input, etc.
1	4	2	6	0	0	0	0	0	0		
0	0	0	0	2	4	0	0	0	0		
4	12	6	36	0	0	8	4	2	4		
17	47	29	115	8	19	22	9	7	9		
Collaborator				Collaborator		Advisory		Advisory			Advisory
0	0	0	0	0	0	0	0	0	0		Review Mobility Hub Design and Programming, Provide Feedback, Coordinate WG Meeting, etc.
1	0	0	2	1	1	2	0	1	1		
1	0	0	2	1	0	0	0	0	0		
0	0	0	0	0	0	0	0	0	0		
1	0	0	0	1	0	0	0	0	0		
3	0	0	4	3	1	2	0	1	1		
36	55	33	135	48	70	26	9	14	14		
259				118		35		28			
Project Grand Total Hours									729		

Schedule

		Month	April					
		Week	1	2	3	4	5	6
Phase 1	Project Definition and Work Plan				✓			
1A	Project Kick-Off		Project Kick-Off					
1A.1	Kick-Off Meeting with City and Project Partners			✓				
1A.2	Create refined project work plan and schedule							
1A.3	Attend bi-weekly project coordination meetings with City							
1B	Revised Engagement Plan							
1B.1	Create refined engagement plan in coordination with City			✓				
1C	Baseline Documentation and Review							
1C.1	Collect and review site information and work during the MOU study							
1C.2	Generate digital base documentation in 2D and 3D formats							
1D	Working Group: Phase 1 Review							
1D.1	Meeting to present and review deliverables from Tasks 1A-C					WG		
Phase 2	Public Realm Framework							
2A	Neighborhood Connectivity Diagram							
2A.1	Identify and diagram circulation options for enhanced ped and bike access							
2A.2	Test right of way dimensions to accommodate non-car modes						✓	
2A.3	Create Neighborhood Connectivity Diagram							
2B	Open Space Network Diagram							
2B.1	Diagram opportunities for enhanced open space connectivity						✓	
2B.2	Create Open Space Network diagram for MOU parcels							
Phase 3	Streetscapes							
3A	Streetscape and Path Typologies							
3A.1	Develop concepts for (2) tiers of streets							
3A.2	Compile precedents for street section design of the (2) street types							
3A.3	Verify streetscape precedents with existing traffic standards							
3A.4	Compile open space and landscape references for street types							
3A.5	Compile street concept materials into presentation slidedeck							
3B	Working Group: Streetscape and Path Precedents							
3B.1	Present streetscape & path precedents to group							
3C	Central Street Streetscape Design (30%)							
3C.1	Refine street type concept based upon previous charrette (3B)							
3C.2	Provide urban design & landscape feedback during regular check-ins							
3C.3 &	Develop 30% design drawings set of the central streetscape design.							
3C.4	Incorporate all relevant regulations and standards as identified in the RFP							
3C.4	At least (1) illustrative rendered perspectival drawing							
3D	Tier 2 Streetscape Design (SD)							
3D.1	Refine street type concept based upon previous charrette (3B)							
3D.2	Provide urban design & landscape feedback during regular check-ins							
3D.3 &	Develop SD design drawing set of the tier 2 streetscape design.							
3D.4	Incorporate all relevant regulations and standards as identified in the RFP							
Phase 4	Mobility Hub							
4A.1	Precedent collection and research around mobility hubs							
4A.2	Conceptual design of mobility hub, including concept 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts							
4A.3	Present initial concepts for client feedback							
4A.4	Refine concepts based upon feedback							
4A.5	Presentation of final concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least (1) illustrative rendering							

Meetings and Engagement



Project Kick-Off



Working Group Meeting



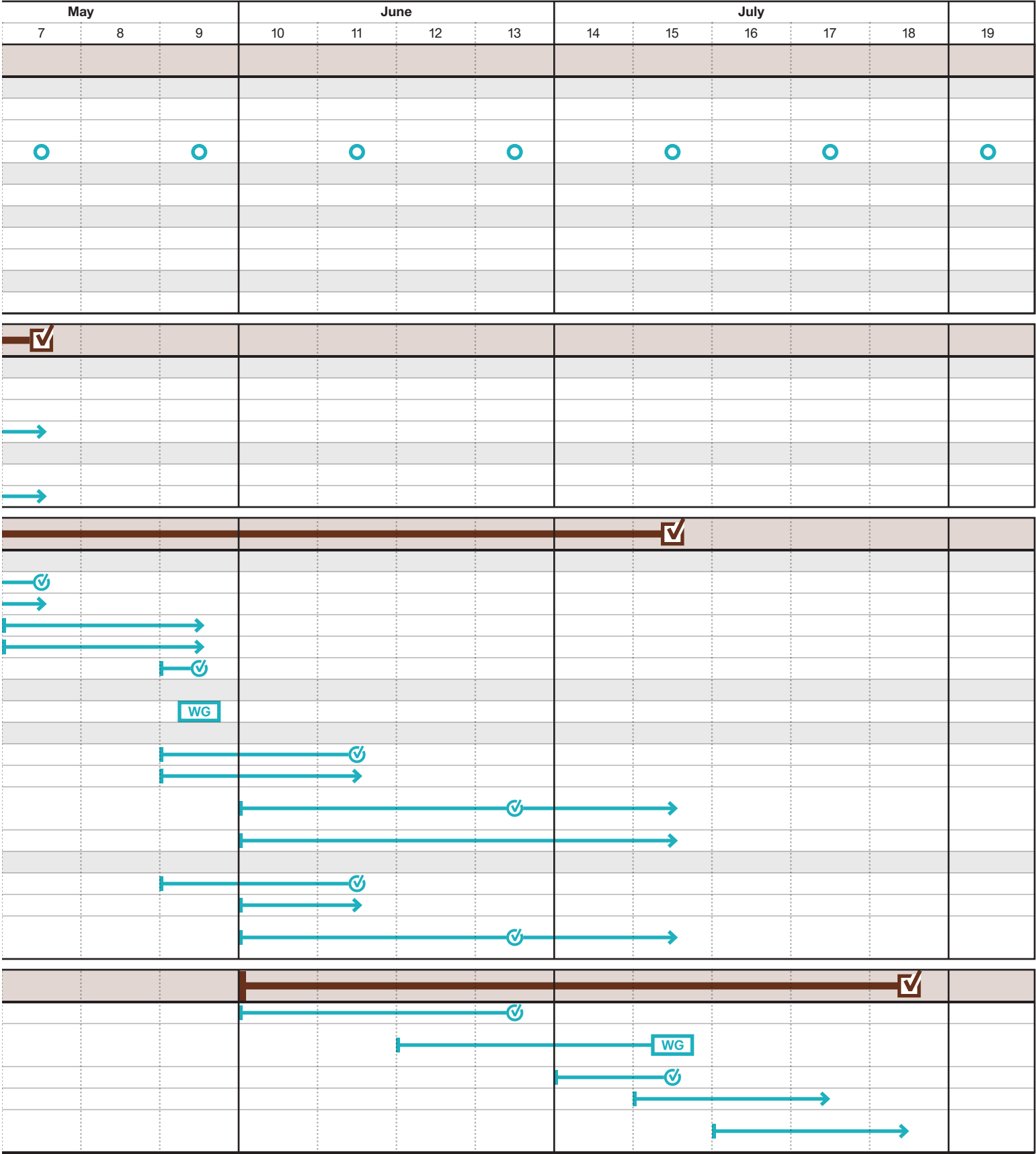
Milestone Deliverable



Bi-Weekly Check-in with City



Interim Deliverable



Relevant Experience

South End Transit Oriented Development Plan



Utile worked with VHB and the City of Burlington, Vermont on a development framework plan that would re-imagine a series of underutilized sites in the south end of the city. The project builds upon years of planning for the area, which include an adopted zoning overlay: The South End Innovation District (SEID), and the planBTV: South End report. The framework calls for contextually sensitive multi-family housing, a series of pedestrian, bike, and vehicular street networks, a centralized parking facility, and various open space improvements. The core values combined fundamental principles in walkability, human scaled urbanism, and resiliency; along with the unique arts, innovation, and culture of Burlington's South End.

Reference

David Saladino
Managing Director
DSaladino@vhb.com

VHB

40 IDX Drive
Building 100, Suite 200
South Burlington, VT 05403

Watertown Square



Utile was selected by the City of Watertown to lead an interdisciplinary team in creating an ambitious plan for Watertown Square. The Watertown Square Area Plan explores all physical and human-centered aspects of the study area, with a special emphasis on the configuration and design characteristics of the public realm - including streets, sidewalks, and open spaces - and the buildings that define and activate it.

The plan is intended to create the framework for a Watertown Square with lively public spaces, street designs that promote walking and biking, thriving businesses, shared public-private open spaces that are activated and



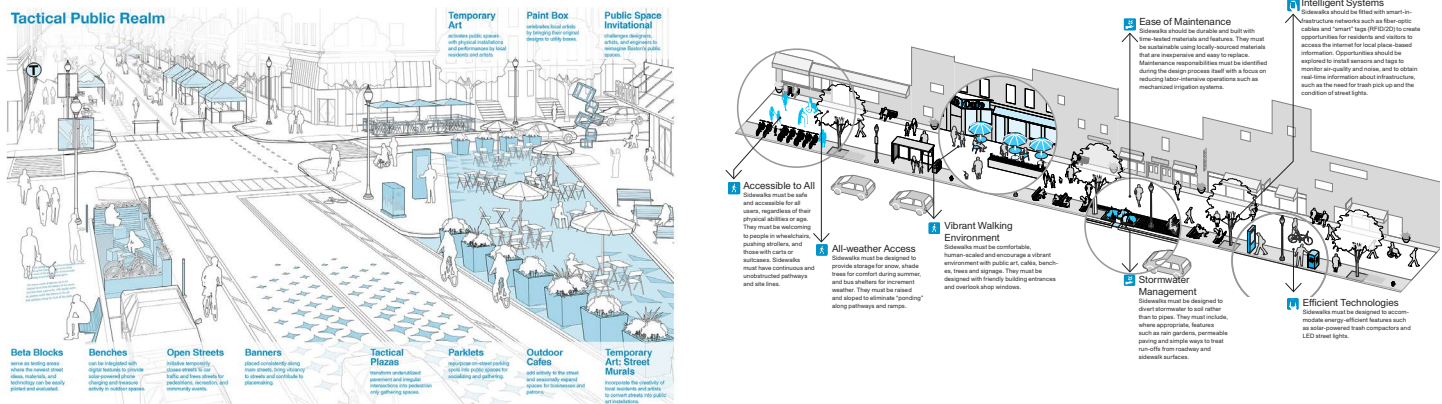
expanded, and enhanced access to the Charles River. In addition, the plan will explore and recommend policies that expand housing options, incentivize public art, and encourage the reuse, enhancement, or preservation of significant historic structures. These policy tools will be folded into new zoning that will bring Watertown into compliance with the MBTA Communities law.

Reference

George Proakis
City Manager
617-972-6465
gproakis@watertown-ma.gov

City of Watertown
149 Main Street
Watertown, MA 02472

Boston Complete Streets and Tactical Public Realm Guidelines



As part of a larger effort by the City of Boston to develop a comprehensive set of new street design guidelines, Utile was brought in as early-stage collaborator to develop an identity for the Complete Streets project, design the graphic content and layout for the Boston Complete Streets Manual, and develop a website. The manual—intended to reflect an ideological shift at City Hall in which the “car is no longer king”—will also function as an important reference document for government agencies, developers, engineers, architects, and other design professionals. Working iteratively with the Boston Transportation Department, Toole Design Group, and a city-appointed task force, Utile created a versatile palette of perspective sections that clearly and effectively illustrate the new guidelines for roadway, sidewalk, intersection, and streetscape design—all against a carefully constructed backdrop of façades and

street types evocative of Boston.

Following this, Utile worked with the City of Boston and the nonprofit A Better City and led the design development and process guidelines for tactical activation of the public realm. The project began with an audit of existing City policies around parklets and sidewalk cafes, leading to an overhaul of the way the City approaches placemaking interventions in the public realm. To codify the new regime, Utile created a Tactical Public Realm Standards document which includes both design guidelines and a how-to guide to the process of implementing a plaza, parklet, outdoor cafe, or street mural.

Reference

Vineet Gupta
Director of Policy and Planning
617-635-2756
vineet.gupta@boston.gov

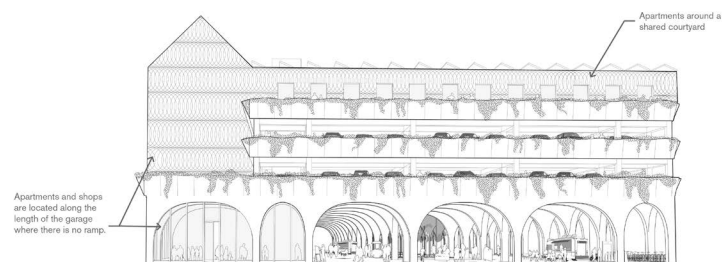
Boston Transportation
Department
200 Frontage Rd
Boston, MA 02118

ParkingPLUS Prototype



Utile was one of four firms selected through a national selection process to design an innovative parking structure for a Long Island downtown. Utile’s design—entitled “Civic Arches”—proposes a parking structure that is a robust and flexible piece of civic infrastructure. The prototype garage anticipates future non-parking uses with flat floor plates, a flexible column grid, and a stiffer and higher-capacity structural system.

Utile looked at WPA-era infrastructure and architecture for inspiration, and tested the prototype on three sites in



Rockville Centre to understand how the prototype could fit into the tight-knit context of a walkable downtown.

The design challenge was organized by the Long Island Index and its online publication, Build a Better Burb. The Long Island Index is a project of the Rauch Foundation.

Reference

Ann Golob
Director
AGolob@rauchfoundation.org

Rauch Foundation
229 7th St #306
Garden City, NY 11530

Impact Fee Projects

utile

Raymond Flynn Marine Park Master Plan Update

Utile was selected by the Boston Planning and Development Agency (BPDA) and the Economic Development and Industrial Corporation to produce an update to the master plan for the Raymond Flynn Marine Park. Working with BPDA/EDIC, Utile looked at how the marine park has changed since the last master plan update in 1999. The team conducted an economic analysis of the park's port facilities and identified the port's relative position in the regional maritime economy, as well as examined how future land uses relate to the South Boston Waterfront Innovation District. An updated master plan offers an opportunity to analyze the changes and challenges to this part of the Boston Harbor and to plot out a course for the next ten years, calling for a mixture of maritime industrial and related manufacturing, research and development, and supporting commercial uses.

Reference

Richard McGuinness, Deputy
Director for Waterfront Planning
(617) 918-4323
Richard.McGuinness@boston.gov

Boston Planning and Development
Agency; Economic Development and
Industrial Corporation
1 City Hall Square #9
Boston, MA 02201



Vancouver Innovation Center Trip Reduction, Sidewalk Labs

Developed mobility strategy and reduction credits to fit new development under trip cap.

Reference

Nerissa Moray, Director
646-707-1745
nerissa@sidewalklabs.com

Sidewalk Urban Development
10 Hudson Yards
New York, NY 10001

Comprehensive Impact Fee Study, Safety Harbor FL

Restructured and consolidated impact fee program to respond to current needs, deploying new phased implementation through custom software.

Reference

City of Safety Harbor
750 Main Street
Safety Harbor, FL, 34695

BTD Transportation Demand Management Point System

Developed new scored requirements for all large project reviews in Boston to deploy demand management measures and infrastructure.

Reference

Vineet Gupta
Director of Policy and Planning
617-635-2756
vineet.gupta@boston.gov

Boston Transportation
Department
200 Frontage Rd
Boston, MA 02118



Market Street

This \$21M streetscape design project started in 2012 and was completed in 2019. SE Group's work spanned the entire 7-year period, from early conceptual work to detailed streetscape design and construction review. The implementation of the street is the cornerstone of the City Center project in South Burlington. With colorful perennial plantings, permeable brick pavers, and generous sidewalks, the stage has been set for an attractive mixed-use center. The streetscape was designed to function as a multi-modal street to safely accommodate pedestrians, bikes and bus service. A "stormwater park" with native plantings and public art provides a relaxing space away from traffic for residents and visitors, while also supporting wildlife such as amphibians and songbirds.

Market Street was funded by two Federal earmarks (a total of \$5,486,000), Impact Fees collected from developers City-wide, and TIF District Financing (debt serviced by Increment).

Reference

Ilona Blanchard
Community Development Director
(802) 846-4123

South Burlington Vermont City
Manager's Office
City Hall
180 Market Street
South Burlington, Vermont 05403

References

City of Watertown

George Proakis, Director of Planning
617-972-6465
gproakis@somervillema.gov
Project: Watertown Square Plan

I-195 Redevelopment District

Caroline Skuncik, Executive Director
(401) 278-9100 x234
cskuncik@195district.com
Project: Providence I-195 Redevelopment District On-Call

City of Lynn

Aaron Clausen, Principal Planning Director
(781) 598-4000 Ext. 6853
aclausen@lynnma.gov

Cost Proposal

Note:

- Staffing allocation hours and total fee percent per task are estimates and subject to change pending scope refinement with the client group.
- The consultant team reserves the right to reallocate hours between subconsultant teams pending project direction.
- 3% of fee reserved for reimbursable expenses including travel, and printing costs. Upon designation, Utile will establish a more specific budget for reimbursable expenses.

The Consultant agrees to honor the price quotes shown until May, 2024

Firm		Utile			
		Urban Design and Planning			
		Principal-in-Charge	Project Manager / Senior Urban Designer	Architect and Urban Designer	Urban Designer
Role	T. Love	J. Yang	S. Naylor	C. McCracken	
Person					
Rate	\$235	\$140	\$140	\$115	
Phase 1	Project Definition and Work Plan	Lead			
1a	Project Kick-Off				
1a.1	• Kick-Off Meeting with City and Project Partners	1	1	1	1
1a.2	• Create refined project work plan and schedule	2	2	0	0
1a.3	• Attend bi-weekly project coordination meetings with City	10	10	4	4
1b	Revised Engagement Plan				
1b.1	• Create refined engagement plan in coordination with City	1	2	0	0
1c	Baseline Documentation and Review				
1c.1	• Collect and review site information and work during the MOU study	0	2	1	4
1c.2	• Generate digital base documentation in 2D and 3D formats	0	4	0	8
1d	Working Group: Phase 1 Review				
1d.1	• Meeting to present and review deliverables from Tasks 1A-C	2	4	1	2
	Total Phase 1 Person-Hours	16	25	7	19
	Phase 1 Fee	\$3,760	\$3,500	\$980	\$2,185
Phase 2	Public Realm Framework	Collaborator			
2a	Neighborhood Connectivity Diagram				
2a.1	• Identify and diagram circulation options for enhanced ped and bike access	2	2	1	8
2a.2	• Test right of way dimensions to accommodate non-car modes	0	2	0	8
2a.3	• Create Neighborhood Connectivity Diagram	2	2	1	8
2b	Open Space Network Diagram				
2b.1	• Diagram opportunities for enhanced open space connectivity	2	4	1	4
2b.2	• Create Open Space Network diagram for MOU parcels	2	4	1	8
	Total Phase 2 Person-Hours	8	14	4	36
	Phase 2 Fee	\$1,880	\$1,960	\$560	\$4,140
Phase 3	Streetscapes	Collaborator			
3a	Streetscape and Path Typologies				
3a.1	• Develop concepts for (2) tiers of streets.	1	1	1	2
3a.2	• Compile precedents for street section design of the (2) street types	0	0	0	0
3a.3	• Verify streetscape precedents with existing traffic standards.	1	1	0	2
3a.4	• Compile open space and landscape references for street types	0	0	0	0
3a.5	• Compile street concept materials into presentation slidedeck	0	0	0	0
3b	Working Group: Streetscape and Path Precedents				
3b.1	• Present streetscape & path precedents to group	1	1	1	1
3c	Central Street Streetscape Design (30%)				
3c.1	• Refine street type concept based upon previous charrette (3B)	0	0	0	0
3c.2	Provide urban design & landscape feedback during regular check-ins	2	2	2	2
3c.3 & 3c.4	• Develop 30% design drawings set of the central streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.	0	0	0	0
3c.4	• At least (1) illustrative rendered perspectival drawing	1	2	1	8
3d	Tier 2 Streetscape Design (SD)				
3d.1	• Refine street type concept based upon previous charrette (3B)	0	0	0	0
3d.2	• Provide urban design & landscape feedback during regular check-ins	2	2	2	2
3d.3 & 3d.4	• Develop SD design drawing set of the tier 2 streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.	0	0	0	0
	Total Phase 3 Person-Hours	8	9	7	17
	Phase 3 Fee	\$1,880	\$1,260	\$980	\$1,955
Phase 4	Mobility Hub	Lead			
4a.1	Precedent collection and research around mobility hubs	1	2	2	4
4a.2	Conceptual design of mobility hub, including concept 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts	2	2	8	40
4a.3	Present initial concepts for client feedback	1	1	1	1
4a.4	Refine concepts based upon feedback	2	2	4	24
4a.5	Presentation of final concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least (1) illustrative rendering.	1	8	1	12
	Total Phase 4 Person-Hours	7	15	16	81
	Phase 4 Fee	\$1,645	\$2,100	\$2,240	\$9,315
	Task Total Hours/Person	39	63	34	153
	Total Fee/Person	\$9,165	\$8,820	\$4,760	\$17,595
	Project Total Hours	289			
	Reimbursable Expenses (est. 3% of overall fee)				
	Project Total Fees	\$40,340			

Stantec Site/Civil/Traffic Engineering and Cost Estimating				Offshoots, Inc. Landscape Architecture		Waite-Hendel Geotechnical Engineering Advisory		SE Group Local Landscape Advisory		Approx. Percent of Funding per Phase
Principal in Charge	Senior Principal	Project Manager	Transportation Planner	Principal in Charge	Senior Associate / Project Manager	Principal Hydrogeologist	Senior Hydrogeologist	Senior Landscape Architect	Senior Planner	
J. Schrieber	G. Goyette	C. Gendron	C. Meyer	K. Kennen	S. Chapman-Hale	M. Waite	C. Noyes	P. Olstad	D. Crites	
\$272	\$263	\$205	\$181	\$200	\$150	\$145	\$145	\$190	\$170	Phase 1
Collaborator				Advisory		Advisory		Advisory		14%
1	0	0	1	1	0	0	0	0	0	
0	0	0	0	0	0	0	0	0	0	
6	2	2	2	6	0	1	0	1	0	
1	0	0	0	0	0	0	0	0	0	
0	0	1	1	0	0	0	0	0	0	
0	0	1	1	0	0	0	0	0	0	
1	0	0	1	1	0	1	0	1	0	
9	2	4	6	8	0	2	0	2	0	
\$2,448	\$526	\$820	\$1,086	\$1,600	\$0	\$290	\$0	\$380	\$0	100
										\$17,575
Collaborator				Collaborator		Advisory		Advisory		Phase 2
2	2	0	4	2	4	0	0	0	0	22%
2	2	0	4	2	4	0	0	0	0	
1	2	0	2	1	2	0	0	0	0	
Advisory				Lead		Advisory		Advisory		
1	0	0	0	12	20	0	0	2	2	
1	0	0	0	12	20	0	0	2	2	
7	6	0	10	29	50	0	0	4	4	
\$1,904	\$1,578	\$0	\$1,810	\$5,800	\$7,500	\$0	\$0	\$760	\$680	172
										\$28,572
Lead				Collaborator		Advisory		Advisory		Phase 3
2	4	2	8	1	4	0	0	0	0	47%
1	2	0	2	0	0	1	1	1	1	
1	0	1	0	0	0	0	0	0	0	
0	0	0	0	2	6	0	0	0	0	
1	1	0	1	0	0	0	0	0	0	
2	2	2	2	1	1	1	0	0	0	
1	6	0	8	0	0	0	0	0	0	
0	0	0	0	2	4	0	0	0	0	
4	16	16	52	0	0	12	4	4	4	
0	0	0	0	0	0	0	0	0	0	
1	4	2	6	0	0	0	0	0	0	
0	0	0	0	2	4	0	0	0	0	
4	12	6	36	0	0	8	4	2	4	
17	47	29	115	8	19	22	9	7	9	323
\$4,624	\$12,361	\$5,945	\$20,815	\$1,600	\$2,850	\$3,190	\$1,305	\$1,330	\$1,530	\$61,625
Collaborator				Collaborator		Advisory		Advisory		Phase 4
0	0	0	0	0	0	0	0	0	0	14%
1	0	0	2	1	1	2	0	1	1	
1	0	0	2	1	0	0	0	0	0	
0	0	0	0	0	0	0	0	0	0	
1	0	0	0	1	0	0	0	0	0	
3	0	0	4	3	1	2	0	1	1	
\$816	\$0	\$0	\$724	\$600	\$150	\$290	\$0	\$190	\$170	134
										\$18,240
36	55	33	135	48	70	26	9	14	14	97%
\$9,792	\$14,465	\$6,765	\$24,435	\$9,600	\$10,500	\$3,770	\$1,305	\$2,660	\$2,380	
259				118		35		28		
										\$3,900.00
\$55,457				\$20,100		\$5,075		\$5,040		\$129,912

**Attachment C:
Burlington Standard Contract Conditions For Consultants**

DRAFT

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

- 1. REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
- 2. INSURANCE:** Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall be endorsed to name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. Each policy (except professional liability) shall be endorsed to waive subrogation against the City. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. General Liability And Property Damage:** With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

1.	General Aggregate	\$2,000,000
2.	Products-Completed/Operations	\$2,000,000
3.	Personal & Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Damage to Rented Premises	\$ 250,000
6.	Med. Expense (Any one person)	\$ 5,000

B. Workers' Compensation: With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles: The Consultant is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

D. Automobile Liability: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 Combined Single Limit for each occurrence.

E. Valuable Papers And Records Insurance: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the

final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella/Excess Liability:

1. \$1,000,000 Each Event Limit
 2. \$1,000,000 General Aggregate Limit
 3. Umbrella/Excess Liability is excess of General Liability, Automobile Liability, Workers’ Compensation/Employer’s Liability, and Professional Liability.
- 3. CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
- 4. PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
- 5. PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right

to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

6. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Consultant for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.
9. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.
10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any

involved party or by representatives of the City.

- 11. REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

- 12. PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

- 13. ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

14. APPEARANCES:

- A. Hearings and Conferences:** The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Consultant further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts

pertaining to the Contract.

The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

- B. Appearance as Witness:** If and when required by the City, the Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

15. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

16. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Consultant knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Consultant shall immediately give the City written notice thereof. Consultant shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Consultant may proceed without any modification being made to Contract Documents.

17. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

19. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

20. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City. The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;

- iii. A schedule for possible updates to the plan as standards and mandates change; and
- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

- i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: Consultant fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Consultant has adequately corrected its failure to comply with the above.

If Consultant's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended

and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

- 22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

- 23. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.

- 24. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant

or their sureties from any obligations under the Contract Documents or any performance or payment bond.

- 26. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created,

or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

31. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

32. CITY'S OPTION TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty.

Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

33. GENERAL COMPLIANCE WITH LAWS: The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

34. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation,

Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

35. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

36. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

37. INDEMNIFICATION:

- A. Indemnification by Consultant: Except to the extent of the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.
- B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.
- C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.

38. NO GIFTS OR GRATUITIES: The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

39. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

40. TRANSFERS, SUBLETTING, ETC: The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

41. CONTINUING OBLIGATIONS: The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.

42. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

43. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

44. RELATIONSHIP: The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant

shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

- 45. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.
- 47. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
- 48. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 49. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 50. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.

51. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

52. WAIVER: A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

DRAFT

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____

services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.44 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.59 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section 21-82.

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of

_____ (Contractor) and in connection with the

_____ [project], hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering
into this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

**Attachment F:
Burlington Union Deterrence Ordinance Certification**

DRAFT

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with _____ (City
contract/project/grant), hereby certify under oath that _____
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
 - 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

**Attachment G:
Consultant's Certificate of Insurance**

DRAFT

Resolution Relating to

**SUPPORT FOR THE PREDEVELOPMENT AGREEMENT
FOR SOUTH END COORDINATED REDEVELOPMENT**

RESOLUTION 8.3. —

Sponsor(s): Councilors Shannon,
Traverse

Introduced: 03/11/24

Referred to: _____

Action: adopted

Date: 03/11/24

Signed by Mayor: 03/13/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, in July 2023, the City Council unanimously approved the South End Innovation District
2 (SEID) Zoning Amendment, which was developed with the intent to promote a vibrant urban district with a
3 mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for the arts, light
4 manufacturing, higher education and other commercial uses; and

5 WHEREAS, Burlington Community Development Corporation, an affiliate of the City, owns 68 Sears
6 Lane; Ride Your Bike, LLC owns 125 Lakeside Avenue; and Champlain College owns 125 Lakeside Avenue,
7 and collectively these parties (the “Parties”) own contiguous parcels totaling 13.3 acres in the core of the new
8 SEID; and

9 WHEREAS, on January 31, 2023, the Parties entered into a Memorandum of Understanding to
10 facilitate a conceptual design framework and infrastructure assessments for the coordinated redevelopment of
11 these parcels resulting in a vibrant sustainable and accessible mixed-use neighborhood; and

12 WHEREAS, the Parties agree this is a unique opportunity to develop a new sustainable, walkable,
13 bike-friendly, mixed-income neighborhood with public open spaces and resilient green infrastructure, and that
14 coordinated redevelopment will result in a sum that is greater than its parts; and

15 WHEREAS, the Parties acknowledge the ongoing conceptual design must be informed by the overall
16 water, wastewater, stormwater, traffic and parking projections – which in turn will enable the Parties to better
17 understand the magnitude of infrastructure constraints and develop strategies to address such constraints; and

18 WHEREAS, the Parties have been working together over the past year to develop a shared
19 understanding of the infrastructure opportunities and constraints for a transit-oriented-development with
20 funding from the Chittenden County Regional Planning Commission; and

21 WHEREAS, the Parties desire to redevelop these parcels in a coordinated fashion with a mixed-used
22 development project and, in order to do so, desire to continue collaborating and to enter into and memorialize
23 certain agreements for commitments to facilitate project development, as set forth in the draft Pre-
24 Development Agreement accompanying the staff memo;

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

Attest:

..... Mayor

Vol. Page

* * * * *

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to execute the
Pre-Development Agreement in substantial conformance with the documents attached hereto, subject to final
review and approval of the Office of the City Attorney.

SD/KP/JP/Resolutions 2024/Support for the Predevelopment Agreement for South End Coordinated Redevelopment
March 11, 2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Planning Director Tuttle

ORIGINAL

RESOLUTION RELATING TO

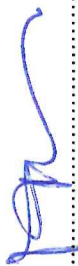
Support For The Predevelopment Agreement For South End Coordinated Redevelopment

.....

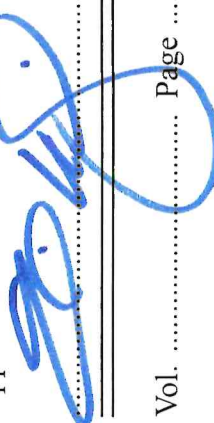
.....

Adopted by the City Council

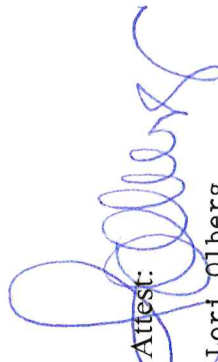
March 11....., 20 24.....

 Clerk

Approved..... March 13....., 20 24.....

 Mayor

Vol. Page


Lori Olberg
Licensing and Records Coordinator

* * * * *

Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Samantha DunnTitle/Subject: South End Coordinated Redevelopment Public Realm Design Contract

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/25/2024

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/20/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	3/20/2024	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/19/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/19/2024	Erik Ramkrishnan
CAO has reviewed budget, financing, and memo	Yes	3/20/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.