



Board of Finance

Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Please click the link below to join the webinar:

<https://zoom.us/j/99350230423>

Or Telephone: +1 305 224 1968 US

Webinar ID: 993 5023 0423

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

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda as amended as follows: remove from the consent agenda item 3.4. Use of Vendor Space at A-Dog Skatepark - BPRW (per BPRW)

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 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. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda (as amended)and take the actions indicated
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated
Subject	3.2. Request to Accept and Execute a Federal Aviation Administration (FAA) Reimbursable Agreement (RA) Grant for the FAA Technical Operations (Tech Ops) administrative oversight and review of design and construction related to a FAA owned electrical conduit relocation required for the Airport's Development of a new Snow Removal Equipment (SRE) Building - Airport
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration, to accept an amount up to \$32,086.00, with a 15% contingency, totaling up to \$36,898.90, as allowed under the grant, for FAA Technical Operations administrative oversight and review of design and construction aspects related to a FAA owned electrical conduit relocation, subject to the review and approval by the City Attorney's Office
Subject	3.3. Microsoft Licensing Agreement - BED
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve and recommend the City Council approve and authorize the BED General Manager or their designee to execute the three-year licensing agreement between BED

and Microsoft commencing on July 15, 2024, subject to final review and approval of the City Attorney's Office

Subject	3.4. Use of Vendor Space at A-Dog Skatepark - BPRW **AGENDA ITEM REMOVED**
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the execution of a concessionaire agreement with Maven Skate Shop LLC for the purpose of performing all food sales and skate board & product sales services at A-Dog Skate Park, and to authorize Emma Mulvaney-Stanak, Mayor of City of Burlington, to execute such agreement and any related documents needed to carry out the agreement, subject to the review of the City Attorney's Office

4. Deliberative Agenda

Subject	4.1. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas - Airport
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to approve and recommend the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$232,243, with a 15% contingency, totaling up to \$267,079.45, as allowed under the grant, for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas. subject to review and approval by the City Attorney's Office

Subject	4.2. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for the Terminal Integration Project (TIP) additional eligible items - Airport
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to approve and recommend the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an

amount up to \$349,248.00, for the Terminal Integration Project (TIP) additional eligible items, subject to review and approval by the City Attorney's Office

Subject	4.3. Request to accept a Federal Aviation Administration (FAA) Grant for the Residential Sound Insulation Project (RSIP) Phase 4 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc. and Jones Payne Group, Inc. (JPG), respectively - Airport
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	1. To approve and recommend that the City Council approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$3,563,164.00 with a 15% contingency totaling up to \$4,097,638.60, as allowed under the grant subject to review and approval of the City Attorney's Office 2. To approve and recommend that the City Council approve and authorize the Director of Aviation execute a contract with Strong Tower in the amount of up to \$1,954,186.00 with a 15% contingency totaling up to \$2,247,313.90. As allowed by the grant for construction activities for 16 homes, subject to review and approval of the City Attorney's Office 3. To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a contract with Jones Payne Group in the amount of up to \$1,542,568.82 with a 15% contingency totaling \$1,773,954.14 for noise program oversight, subject to the review and approval of the City Attorney's Office

Subject	4.4. Request to accept a Federal Aviation Administration (FAA) Grant for the Runway 15 - 33 Rehabilitation Project and Execute Contracts for Construction and Inspection Services for this Project with SD Ireland, Inc. (SDI) and Stantec Consulting, Inc. (Stantec), respectively - Airport
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	1. To approve and recommend that the City Council approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$10,445,434.00 with a 15% contingency totaling up to \$12,012,249.10 for Runway 15 - 33 Rehabilitation., subject to review and approval of the City Attorney's Office 2. To approve and recommend that the City Council approve and authorize the Director of Aviation execute a contract with SD Ireland Inc. in the amount of up to \$10,227,000.00 with a 15% contingency totaling up to \$11,761,050.00 for the Runway 15 - 33 Rehabilitation construction, subject to review and approval of the City Attorney's Office

3. To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a contract with Stantec Consulting in the amount of up to \$534,651.00 with a 15% contingency totaling \$614,848.65, as allowed by the grant for project scope that includes project inspection fees, subject to review and approval of the City Attorney's Office

Subject	4.5. Open Space Plan Contract - DPI
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Permitting & Inspections
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the DPI Director or their designee, subject to final review and approval by the City Attorney's Office, to execute the contract with Agency Landscape + Planning for a comprehensive rewrite of the Open Space Plan

Subject	4.6. Resolution: Allocation Method And Standards For Common Area Fee Formula, And Establishment Of Common Area Fees For The Church Street Marketplace For Fiscal Year 2025 (Board of Finance)
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Church St. Marketplace
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	June 10, 2024 - Board of Finance Meeting - Monday, June 10, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: June 10, 2024

SUBJECT: Request to Accept and Execute a Federal Aviation Administration (FAA) Reimbursable Agreement (RA) Grant for the FAA Technical Operations (Tech Ops) administrative oversight and review of design and construction related to a FAA owned electrical conduit relocation required for the Airport's Development of a new Snow Removal Equipment (SRE) Building

REQUEST

The Patrick Leahy Burlington International Airport ("Airport or Leahy BTV") seeks approval and authorization to approve and recommend to the Board of Finance and City Council to accept and execute a Federal Aviation Administration ("FAA") Reimbursable Agreement (RA) grant for FAA Tech Ops administrative oversight and review of design and construction aspects related to a FAA owned electrical conduit relocation for the Snow Removal Equipment (SRE) Building

EXECUTIVE SUMMARY

Passero Associates is providing the required services to design the Snow Removal Equipment (SRE) Project. Passero was selected to design our new Snow Removal Equipment (SRE building and associated relocation of FAA equipment and is currently under contract, approved by the Commission and Council in June 2023. The Project will be designed and constructed with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). This project is the result of the SRE Building Alternatives Study which determined the project parameters, identified a conceptual site along with a conceptual building design layout that has been chosen by BTV. Therefore, this project will provide further development of the design to finalize required documents to bid

the construction services for the relocation only of FAA equipment. The SRE building shall be located adjacent to Taxiway G in the northwest corner of the field at the Airport to meet the applicable FAA advisory circulars for Snow Removal Equipment Buildings and Airfield Design. The proposed facility will consist of a building with approximately 44,500 SF of gross floor area, an estimated 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway Golf. The services within this grant are not associated with the design of the building, but merely the relocation of FAA equipment that is required to be moved due to the addition of this new building. The FAA will be granting funds to accomplish the design of this relocation. The Airport currently has a design only grant to fully fund the design and preparing bidding documents to construct this new facility. This will not be fully designed and bid until winter of 2024/25, with a grant application expected to be submitted in spring of 2025 to full build in which time the Airport will request approvals for both construction of the new facility and grant acceptance.

The construction of the SRE building requires the relocation of conduit that is owned by the FAA. This grant consists of the FAA Administrative oversight and review of design and construction aspects related to this conduit relocation and grant closeout only. Due to funding mechanisms within the FAA, they require this portion of the project to be split separately to avoid any closeout delays with technical operations. The FAA is the owner of the conduit requiring this oversight.

PROJECT APPROACH

Passero Associates (PA) was selected to provide engineering design services through the Airport's selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the IFE.

FUNDING SOURCES

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Bipartisan Infrastructure Legislation (BIL) appropriation which provides 90% funding. The remaining 10% is the local share which will be funded through reimbursement through the FAA regulated Passenger Facility Charge (PFC) program. The FY25 Airport budget accounts for

this expense.

PROPOSED MOTION:

Board of Finance:

“To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration, to accept an amount up to \$32,086.00, with a 15% contingency, totaling up to \$36,898.90, as allowed under the grant, for FAA Technical Operations administrative oversight and review of design and construction aspects related to a FAA owned electrical conduit relocation, subject to the review and approval by the City Attorney’s Office.”

City Council:

“To approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration, to accept an amount up to \$32,086.00, with a 15% contingency, totaling up to \$36,898.90, as allowed under the grant, for FAA Technical Operations administrative oversight and review of design and construction aspects related to a FAA owned electrical conduit relocation, subject to the review and approval by the City Attorney’s Office.”

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Snow Removal Equipment (SRE) Building Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	6/10/24
☒	City Council	6/24/24
☐	Concurrent	

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	5/23/2024	N. Longo
Mayor's Office informed and approved memo	Yes	6/6/2024	E. Jacobsen
Board/Commission, if required	Yes	6/5/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	6/3/2024	K. 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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



MEMORANDUM

To: Burlington Board of Finance

Burlington City Council

From: Darren Springer, General Manager
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation
Erica Ferland, IT Director

Date: June 10, 2024

Re: **Microsoft Licensing Agreement**

Through this memorandum, Burlington Electric Department (BED) respectfully requests that the Board of Finance and City Council approve a licensing agreement between BED and Microsoft for a three- year period with an annual cost of \$132,021.95, as shown in Attachment 1. The agreement (shown in Attachment 2) would commence on July 15, 2024 and is included in BED's FY25 budget as presented to the Board of Finance.

BED's current multi-year Microsoft license for SQL servers, Windows servers, and client access licenses (CALs) expires in summer 2024. BED's Microsoft licensing needs have changed since the current license was purchased, in large part due to the addition of new SCADA/Advanced Distribution Management System environments and associated requirements from the vendor.

The new three-year agreement with Microsoft includes up-to-date licensing for all of BED's business and engineering applications.

Motions

Board of Finance:

To approve and recommend the City Council approve and authorize the BED General Manager or their designee to execute the three-year licensing agreement between BED and Microsoft commencing on July 15, 2024, subject to final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize the BED General Manager or their designee to execute the three-year licensing agreement between BED and Microsoft commencing on July 15, 2024, subject to final review and approval of the City Attorney's Office.

Attachment 1: License Fee Quotation

ATTN: Burlington Electric Dept. 585 Pine Street Burlington, VT, 05401			PROPOSAL DATE: 5/15/24 VALID FOR 90 DAYS		
CONTACT: Erica Ferland PHONE: (802) 658-0300 EMAIL: eferland@burlingtonelectric.com			SALESPERSON: Caleb Morgan PHONE: 508-737-9314 FAX: 508-544-1303 EMAIL: caleb.morgan@echostor.com		
F.O.B. Factory; Pre-paid and added		STANDARD TERMS NET 30			
			Quantity	Unit Cost	Yearly Cost
ITEM#	Product ID	Description	Term		
1	DG7GMGF0FLR2	SQL Server Standard - 2 Core License Pack	Yearly	4	\$ 1,496.13 \$ 5,984.52
2	7JQ-00087	SQL Server Enterprise - 2 Core License Pack - Software Assurance	Yearly	6	\$ 8,297.30 \$ 49,783.80
3	9EA-00325	Windows Server 2022 Datacenter - 2 Core License Pack - Software Assurance	Yearly	176	\$ 410.88 \$ 72,314.88
5	DG7GMGF0D5VX	Windows Server 2022 CAL - 1 User CAL	Yearly	125	\$ 12.47 \$ 1,558.75
6	DG7GMGF0D5RK	Windows Server 2022 Standard - 8 core license pack	Yearly	10	\$ 238.00 \$ 2,380.00
Monthly Total					\$ 132,021.95

ALL TAXES ARE FOR THE ACCOUNT OF THE BUYER

Upon execution of this Quote, you agree to terms and conditions as detailed in the Master Customer Agreement found here: <https://echostor.com/eva-msa/>
WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, PLEASE
ISSUE ORDER TO OUR HOPKINTON OFFICE (ADDRESS INFORMATION ABOVE); ATTENTION: Caleb Morgan

Attachment 2: Microsoft Customer Agreement

MASTER CUSTOMER AGREEMENT

THIS MASTER CUSTOMER AGREEMENT ("Agreement") is executed and effective upon quote signature or issuance of Purchase Order, for the associated service, by the duly authorized representatives.

1. DEFINITIONS.

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- **"Control"** for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- **"Authorized Users"** means natural persons who are authorized by Customer to use the Cloud Services, as applicable, and who actively use the Cloud Services.
- **"Cloud Services"** means MSP's software-as-a-service solution for managing data availability and information governance, any feature or functionality add-ons, and any modified versions of, and upgrades, updates and additions to such solution, ordered by Customer under a MSP Services Order Form.
- **"Cloud Storage Area"** means the geographic storage area provided by MSP where Customer Data may be stored per Customer's instructions.
- **"Confidential Information"** means all confidential or proprietary information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of Customer's Confidential Information excludes Customer Data. Confidential Information will not include information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- **"Customer Data"** means data, information, and materials of Customer or its Authorized Users that Customer or its Authorized Users uploads to, stores on, or accesses with MSP's Cloud Services.
- **"Customer Site"** means the geographic location at which Customer Data may be collected.
- **"MSP Services Order Form"** means a (i) signed MSP order confirmation or (ii) purchase order of Customer (if requested by Customer and which shall exclude any pre-printed or linked terms and conditions set forth in such written document that are in addition to, inconsistent or in conflict with, or different than, this Agreement), reflecting Customer's purchase of the Cloud Services.
- **"Indemnified Liabilities"** means any (i) settlement amounts approved by the indemnifying party; (ii) damages and costs in a final judgment awarded against the indemnified part(ies) by a competent court; and (iii) all attorneys' fees, and court or tribunal costs incurred by either party with respect to defense and settlement of such third-party claim.
- **"Third-Party Legal Proceeding"** means any formal legal proceeding filed by an unaffiliated third party before a court.

2. CLOUD SERVICES LICENSE.

Subject to Customer's compliance with this Agreement, MSP hereby grants Customer a non-transferable, nonexclusive, revocable, limited, and restricted license to access and use the Cloud Services for Customer's own internal business purposes only in a manner pursuant to this Agreement for the Term unless earlier terminated. MSP shall use commercially reasonable efforts to make the Cloud Services available to Customer in accordance with the service levels attached hereto as Exhibit A during the Term unless earlier terminated. Customer may install and use the Cloud Services on any of Customer's compatible endpoint devices up to the maximum number of permitted Authorized Users and storage limit per Authorized User set forth in the MSP Services Order Form.

3. PRIVACY AND CONFIDENTIALITY.

- **Privacy.** Customer authorizes MSP to transmit, backup and use Customer Data solely to provide the Cloud Services to Customer and Customer's Affiliates. MSP agrees to comply with its data processor obligations under any applicable data processing addendum.
- **Confidentiality.** The Receiving Party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but not less than reasonable. Each party shall not (i) disclose the other party's Confidential Information to any third parties other than as expressly provided in this Agreement, (ii) use the other party's Confidential Information for purposes outside the scope of this Agreement, or (iii) disclose the other party's Confidential Information, unless to directors, employees, or consultants who have a need to know such information and are subject to confidentiality obligations that are at least as restrictive as those contained in this Agreement.
- **Data Storage.** The Cloud Services will process, and store Customer Data in the Cloud Storage Area selected by Customer, except as necessary to comply with law or a valid binding order of a law enforcement. In the event that the MSP has the capability and desires to change the location of the Cloud Storage Area for a Customer Site, MSP agrees to promptly notify Customer in writing and provide all relevant details of the desired change to the location of the Cloud Storage Area, and not change the location of the Cloud Storage Area without Customer's prior written approval, which Customer may withhold in its sole discretion.
- **Usage and Configuration Metrics.** MSP, its Affiliates, and its third-party service providers that perform services in connection with MSP's performance of this Agreement may collect information regarding number of users, number of devices, number of servers, per user storage capacity, aggregate storage usage and storage locations of the Customer and may use such information only for internal business purposes, including to perform their obligations under this Agreement and to ensure compliance with this Agreement. Any information collected pursuant to this Section shall not include any Customer Data, or any "personal identifiable information" or "protected health information" as such terms are defined in applicable S. privacy laws. MSP, its Affiliates, and its third-party service providers agree to keep all collected information confidential.

4. CUSTOMER INFORMATION.

- **Ownership.** Customer retains title to and ownership of all right, title, and interest in the Customer Data.
- **Customer Responsibility.** Customer is solely responsible for (i) maintaining the confidentiality of its Authorized Users' credentials, passwords, and encryption keys

associated with its accounts, (ii) properly configuring the settings of the Cloud Services and taking its own steps to maintain appropriate security and protection of passwords and encryption keys and settings for any backup of Customer Data, (iii) all activities that occur with respect to Customer's accounts, other than activities of an unauthorized third party, (iv) its and its Authorized Users' access and use of the Cloud Services and compliance with this Agreement, (v) all content of Customer Data, and (vi) all product settings, which may override individual end point settings of Authorized Users, if MSP is not responsible for any alteration, compromise, corruption, or loss of Customer Data that arises from any access to, sharing, or use of Customer's accounts, credentials, passwords, or encryption keys.

5. OWNERSHIP.

The Cloud Services and any authorized copies thereof made by Customer are the intellectual property of and are owned by MSP, its Affiliates and their licensors, and constitute the Confidential Information of MSP. MSP and its Affiliates retain title to and ownership of all right, title and interest in the Cloud Services and the Documentation, including all intellectual property and other proprietary rights therein, subject to the applicable limited licenses expressly granted by MSP to Customer in Section 2. Customer does not have any right, title, or interest in the Cloud Services or the Documentation.

6. RESTRICTIONS AND REQUIREMENTS.

- **Proprietary Notices.** Customer and its Authorized Users will not remove or modify any trademarks, trade names, service marks, service names, logos or brands, or copyright or other proprietary notices on the Cloud Services, or add any other markings or notices to the Cloud Services.
- **Use Obligations.** Customer and its Authorized Users (i) will access and use the Cloud Services in accordance with this Agreement, (ii) will not use or permit the Cloud Services to perform any file storage or other services for any third party, (iii) will not use or permit the Cloud Services to upload or backup any Customer Data (A) that infringes the intellectual property rights or other proprietary rights of any third party, (B) that is unlawful material, or (C) that contains any known software viruses or other harmful or deleterious computer code, files, or programs, such as trojan horses, worms, time bombs, or cancelbots, (iv) will not knowingly use or permit the use of any software, hardware, application, or process that (A) interferes with the Cloud Services, (B) interferes with or disrupts servers, systems, or networks connected to the Cloud Services, or (C) accesses or attempts to access another customer's accounts, servers, systems, or networks without authorization, or (D) harasses or interferes with another customer's use and enjoyment of the Cloud Services, and (v) will not tamper with or breach the security of the Cloud Services.
- **Prohibited Activities.** Customer and its Authorized Users will not (i) modify, port, adapt, translate or create any derivative work based upon the Cloud Services, (ii) reverse engineer, decompile, disassemble, or otherwise derive or attempt to derive the source code of the Cloud Services, except for any nonwaivable right to decompile the Cloud Services expressly permitted by applicable mandatory law, (iii) copy, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, use or offer the Cloud Services on a service bureau basis, deliver or otherwise transfer the Cloud Services, in whole or in part, or (iv) access Cloud Services to create competitive products to MSP or engage in the competitive analysis of the Cloud Services.

7. LIMITED WARRANTY.

- **Authority.** Each party represents and warrants that (i) this Agreement has been duly entered into and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such party's entering into or performance of this Agreement; and (iii) the entering into and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
- **Limited Warranty.** During the Term of this Agreement, MSP warrants that the Cloud Services will perform substantially in accordance with the applicable published specifications when used in accordance with this Agreement for the Term of the Non-substantial variations of performance from the published specifications do not establish a warranty right. This limited warranty is void if failure of the Cloud Services has resulted from (i) installation, deployment, use, maintenance or support not in accordance with this Agreement, (ii) modification by Customer, an Authorized User, or a third party not authorized by MSP, (iii) force majeure, or (iv) any material breach of this Agreement by Customer or an Authorized User (other than non-payment of fees). In the event of a Cloud Services warranty claim, Customer's sole and exclusive remedy and MSP's entire obligation and liability shall be, at MSP's sole option, to either (x) provide a correction, update or upgrade of the Cloud Services, (y) correct or replace the Cloud Services, or (z) refund Customer, directly, a pro-rated amount of the applicable fees pre-paid by Customer covering the whole months that would have remained, absent such early termination, in the Term following the effective date of such early termination, and terminate this Agreement. Any corrected, upgraded or updated version of the Cloud Services will be warranted for the remainder of the Term. All warranty claims must be made to MSP in writing within such Term.
- **General Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 7(a) AND 7(b), THE CLOUD SERVICES ARE PROVIDED "AS IS" AND (i) MSP SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) MSP DOES NOT WARRANT THAT THE CLOUD SERVICES OR ANY PART THEREOF, OR USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE, UNBREACHABLE OR VIRUS FREE, OR WILL MEET CUSTOMER'S QUALITY AND PERFORMANCE REQUIREMENTS. CUSTOMER ASSUMES THE ENTIRE RISK OF AND SHALL NOT HOLD MSP RESPONSIBLE FOR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF CUSTOMER DATA, NOTWITHSTANDING ANY SECURITY OR OTHER MEASURE THAT MAY BE PROVIDED BY MSP.

8. INDEMNIFICATION.

- **Customer,** if notified promptly in writing and given authority, control, information and assistance at Customer's expense for defense and settlement of same, shall defend and indemnify MSP and MSP's Affiliates, employees, officers, directors, agents, successors, and assigns against any Indemnified Liabilities, in any Third Party Legal Proceeding so far as it relates to the content of Customer Data, including intellectual property infringement right claims.

- **MSP.** Subject to Sections 8(c)(Exceptions), MSP, if notified promptly in writing and given authority, control, information and assistance at MSP's expense for defense and settlement of same, shall defend and indemnify Customer against Indemnified Liabilities, in any Third Party Legal Proceeding so far as it is based on a claim that the use of the Cloud Services furnished under this Agreement infringes third-party intellectual property rights that has been issued as of the installation or deployment date. If MSP reasonably believes that Customer's use of the Cloud Services is likely to be enjoined, or if the Cloud Services are held to infringe such intellectual property rights and all use of such Cloud Services by Customer is thereby enjoined, MSP shall, at its expense and at its sole option, (i) procure for Customer the right to continue using the Cloud Services, (ii) replace the Cloud Services with other non-infringing software or services of substantially equivalent functionality, or (iii) modify the Cloud Services so that there is no infringement, provided that such modified software or services provide substantially equivalent functionality. If, in MSP's opinion, the remedies in clauses (i), (ii) and (iii) above are infeasible or commercially impracticable, MSP may, in its sole discretion, refund Customer, a pro-rated amount of the applicable fees pre-paid by Customer covering the whole months that would have remained, absent such early termination, in the Term following the effective date of such early termination, and terminate this Agreement. If Customer has given authority, control, information and assistance of a matter in accordance with this Section 8(b), Customer shall not settle such matter without the prior written approval of MSP.
- **Exceptions.** The indemnification obligation in Section 8(b) will not apply to the extent the infringement is caused by any of the following: (i) the Cloud Services is modified in an unauthorized manner by Customer, (ii) the Cloud Services is combined with other unauthorized software, hardware, application or process by Customer, (iii) the Cloud Services is used in violation of this Agreement by Customer, (iv) any third party deliverables or components contained within the Cloud Services that are not provided by MSP, or (v) any materials, data or information provided by Customer, including Customer Data.
- **Sole Remedy.** THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MSP'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9. LIMITATION OF LIABILITY.

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OBLIGATIONS RELATING TO CONFIDENTIAL INFORMATION UNDER SECTION 3(B), GROSS NEGLIGENCE OR WILFUL MISCONDUCT, AND CUSTOMER'S MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, GOODWILL, REVENUE, USE OR OTHER ECONOMIC ADVANTAGE, BUSINESS INTERRUPTION, OR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF CUSTOMER DATA) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE CLOUD SERVICES, OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUSIONS SET FORTH IN THE PRECEDING SENTENCE, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID AND PAYABLE BY CUSTOMER FOR THE CLOUD SERVICES FOR THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

No claim against MSP may be brought more than one year after the facts giving rise to such claim have arisen. The limitations of liability and exclusions of damages in this Section 9 form an essential basis of

the bargain between the parties and shall survive and apply even if any remedy specified in this Agreement is found to have failed its essential purpose.

10. INSURANCE.

During the Term, MSP shall maintain, at its expense, workers' compensation insurance as required by applicable law, and commercial general liability insurance, errors and omissions liability insurance, cyber security insurance, and umbrella liability insurance from financially sound insurance companies having coverages and limits of liability that are commercially reasonable and consistent with industry standards.

11. SUSPENSION

- **For Breach.** In the event of any breach of this Agreement by Customer (including non-payment of fees), without limiting MSP's other rights and remedies and notwithstanding anything in this Agreement to the contrary, MSP may immediately suspend Customer's use of the Cloud Services.
- **For Credit Depletion.** For consumption-based Cloud Services, MSP may suspend Customer's use of the applicable Cloud Services within fifteen (15) days from Customer's depletion of the pre-purchased credits. MSP shall make reasonable efforts to provide a courtesy notice to Customer upon depletion of such credits. Notwithstanding the foregoing, it is Customer's sole responsibility to ensure timely purchase of credits for uninterrupted service.

12. TERM AND TERMINATION.

- **Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term").
- **Term of Subscriptions.** The term of each subscription is set forth in the MSP Services Order Form or Quote.
- **Termination.** This Agreement may only be terminated by a party upon written notice to the other party (i) if the other party breaches a material term of this Agreement that is uncured within thirty (30) days after delivery of notice of such breach, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors not dismissed within thirty (30) days. For license-based Cloud Services in the event the cost of providing Cloud Services exceeds the Fees paid and payable by Customer, MSP will notify Customer and Customer shall work with MSP in good faith to remediate the issue. If no resolution is found within 60 days from the date of the notice to Customer, then MSP may terminate the Agreement. For consumption-based Cloud Services, MSP may terminate the Agreement within thirty (30) days from the end of the suspension period for Cloud Services pursuant to Section 12(b). Notwithstanding the above, MSP may immediately terminate this Agreement without prior written notice or an opportunity to cure in the event of an actual or threatened breach of Section 2 (Cloud Services License), or 6 (Restrictions and Requirements).
- **Fees.** Upon expiration of this Agreement, Customer will pay MSP, directly any unpaid amounts that are owed to MSP for the Term. Upon termination of this Agreement based on Customer's breach (following any applicable cure period), Customer will pay MSP, directly any unpaid amounts that would have been owed to MSP for the remainder of the then-current Term if such early termination had not occurred as well as any other amounts owed to MSP under this Agreement, without limiting MSP's other rights and

Upon termination of this Agreement based on MSP's breach (following any applicable cure period), MSP will refund Customer, any amounts pre-paid under this Agreement for the remaining full calendar months in the then-current Term.

- **Data Retrieval.** Upon expiration or termination of this Agreement, the rights granted by MSP to Customer under this Agreement will lapse and Customer will immediately cease all use of the Cloud Services and delete (or, at MSP's request, return), passwords, and any MSP Confidential Information in its possession or control. Upon expiration or termination of this Agreement (other than termination by MSP for Customer's breach), Customer may (i) access the Cloud Services for thirty (30) days solely to retrieve a back-up of the Customer Data at no cost, and (ii) access the Cloud Services for an additional thirty (30) day period to retrieve a back-up of the Customer Data at a cost equal to the current annual list price, pro-rated to a monthly rate. If the Agreement is terminated by MSP for Customer's breach, on or prior to the 30th day after the expiration or termination of this Agreement, Customer may request that MSP provide a copy of the Customer Data to Customer at MSP's standard export fee. MSP will have no obligation to maintain or provide access to the Customer Data after the above periods have expired and will delete such data unless legally prohibited.
- **Survival.** Sections 3(b), 4, 5, 6, 7, 8, 9, 11, 12, 13 and 14 will survive the expiration or termination of this Agreement.

13. PROVISIONS APPLICABLE TO DIRECT CUSTOMERS.

Additional terms applicable to Customers purchasing directly from MSP are set forth on Exhibit B and are hereby incorporated into this Agreement.

14. GENERAL.

- **Parties.** MSP and Customer are independent contractors. Nothing in this Agreement shall be deemed to constitute a joint venture or partnership between the parties, nor constitute any party as the agent of the other party for any purpose or entitle any party to commit or bind the other party in any manner. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, MSP's Affiliates and their licensors and their respective successors and permitted assigns, any rights or obligations.
- **Governing Law, Jurisdiction and Attorneys' Fees.** The MSP contracting and invoicing entity and the applicable law is noted in the table below.

If Customer is domiciled in:	Customer is contracting with:	The governing law is:	The courts having exclusive jurisdiction are:
A country in North America or South America	MSP	Massachusetts and controlling United States federal law	Boston, Massachusetts, U.S.A.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY. This Agreement shall not be governed by the conflict of law rules of any jurisdiction, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act, the application of which is expressly excluded. If any action is pursued to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs and any other relief to which such party may be entitled.

- **Export Laws.** Customer understands that the Cloud Services and the export and re-export of data via the Cloud Services may be controlled by the laws of one or more countries governing technology use and transfer, including U.S. Export Administration Regulations. Customer will not use or transfer any technology or data in violation of such laws.
- **Publicity.** Customer authorizes MSP to use Customer's name, logo, and/or trademark in connection with promotional, marketing, sales, financial and public relations activities. If requested by MSP, Customer shall cooperate with MSP in marketing-related activities, which may include a press release, case study, testimonial or customer reference (collectively, the "Testimonials"). If Customer provides any written or recorded Testimonials to MSP, Customer hereby authorizes MSP to reproduce, publish, distribute and/or translate such Testimonials for marketing purposes (i) on websites or social media channels operated by MSP, (ii) on the MSP video repository, and/or (iii) in commercial presentations or events.
- **Entire Agreement; Amendment; Waiver.** This Agreement, together with the Exhibit(s), MSP Service Order Form, is the parties' entire agreement with respect to its subject matter, and supersedes any prior communications, discussions, understandings, or Any term of this Agreement may be amended or waived only with the written consent of duly authorized representatives of the parties.
- **Severability.** If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be replaced by an enforceable provision that comes closest to the parties' intentions underlying the unenforceable provision, and the remaining provisions of this Agreement shall remain in full force and effect. The unenforceability of any provision in any jurisdiction shall not affect the enforceability of such provision in any other jurisdiction.
- **Subcontracts; Assignment.** To the extent permitted by law, MSP may subcontract any services to be performed under this Agreement without Customer's consent and without providing notice. MSP may assign or transfer this Agreement, in whole or in part, to any Affiliate or in connection with any acquisition, consolidation, merger, reorganization, transfer of all or substantially all of its assets or other business combination, or by operation of law without Customer's consent and without providing notice. MSP shall notify Customer of any such assignment or transfer as soon as practicable, but such notice shall not be a condition to such assignment or transfer. Customer may terminate this Agreement by providing written notice of termination to MSP no later than thirty (30) days after receiving notice of such assignment or transfer, if (i) MSP or this Agreement is acquired by Customer's direct competitor, (ii) MSP is acquired by a vendor with whom Customer has an active dispute and/or litigation, or (iii) MSP is acquired by a vendor that is subject to a pending state or federal regulatory investigation. Customer may not assign or transfer any part of this Agreement by business combination, operation of law or otherwise without MSP's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and permitted assigns.
- **Data Center Providers.** Customer hereby consents to MSP's use of data center providers to supply hosting services for the Cloud Services.
- **Force Majeure.** MSP shall not be liable for its inadequate performance caused by any condition beyond the reasonable control of MSP or its suppliers, including accidents, acts of God or nature, government acts, civil unrest, acts of war or terrorism, third-party criminal acts, or strikes or other labor problems.
- **Notices.** All notices given under this Agreement shall be in writing and shall be deemed given upon receipt. All notices shall be sent to the parties at their respective address on

the MSP Services Order Form, or to such email address or address as subsequently modified by written notice given in accordance with this section.

- **Counterparts.** This Agreement may be signed in counterparts, including via facsimile, pdf or other electronic reproduction, and any such counterpart will be valid and effective for all purposes.

Exhibit A

Service Level Objective (SLO)

Cloud Services Availability

The Cloud Services will be available 24 hours per day, 7 days per week, excluding any scheduled maintenance as described below.

Category 1 – Scheduled Maintenance.

- **SaaS:** A weekly scheduled maintenance period may be scheduled (i) in the case of SaaS, every Saturday between **9:00AM UTC to 3:00PM UTC**, and (ii) in the case of SaaS GovCloud, every Friday between **5:00PM PT to 11:30PM PT**, in each case, to perform system maintenance, backup, and upgrade functions for the Cloud Services. If scheduled maintenance is required outside of the scheduled maintenance period described above, MSP will notify Customer at least three (3) business days in advance.
- **Datacenter:** A weekly scheduled maintenance period may be scheduled on the first and third Monday of each month at **5:00AM UTC** (Datacenter) and at **8:00AM UTC** (Datacenter GovCloud) for a maximum duration of 90 minutes to perform system maintenance, backup, and upgrade functions for the Cloud Services. If scheduled maintenance is required outside of the scheduled maintenance period described above, MSP will notify Customer at least three (3) business days in advance.

Category 2 – Unscheduled Maintenance. Unscheduled maintenance may be required to resolve issues that are critical for Customer and/or performance of the Cloud Services. MSP will use its commercially reasonable efforts to notify Customer at least six (6) hours prior to the unscheduled maintenance.

Exhibit B

Additional Terms Applicable to Customers

1. **Definitions.**
 - **“Indirect Tax”** means without limitation, value-added tax, goods and services tax, sales and use and similar transaction taxes, and gross receipts tax, as the case may be.
 - **“Taxes”** means taxes, levies, duties or similar national, federal, state, provincial, or local governmental assessments of any nature, including Indirect Tax, that are assessable by any jurisdiction under applicable law.
2. **Payment Terms.**
 - **Fees.** Customer shall pay MSP the subscription fees and other amounts for MSP’s products and services ordered by Customer, in the currency specified in the MSP Services Order Form or Quote (collectively, the “Fees”). All payment obligations are non-cancellable, and all Fees paid to MSP are non-refundable except as expressly set forth in this Agreement.

- **Payment Terms.** All Fees will be invoiced in advance in accordance with the MSP Services Order Unless otherwise set forth in the MSP Services Order Form, all Fees are due and payable Net 30 days after the date of the applicable invoice. All invoices that are not paid within Net 30 days, and all credit accounts that are delinquent, shall be assessed a 1.5% late payment charge (or, if less, the highest legal rate under applicable law) for each month the invoice is not paid, or the account is delinquent.
 - **Taxes.** With respect to the transactions and payments contemplated in this Agreement, each party shall be solely responsible to pay all Taxes and governmental fees and charges (and, any penalties, interest, and other additions thereto) that each party is liable to pay under applicable law or otherwise under this Agreement. All Fees payable under this Agreement are exclusive of applicable Taxes. If either party has an obligation under applicable law or this Agreement to pay or collect Indirect Tax for which the other party is legally liable or responsible under this section, then the paying or collecting party will invoice the other party for such Indirect Tax, which the invoiced party will pay. The invoice will satisfy requirements under applicable law for a valid tax invoice. Each party will provide the other party with such information as is reasonably required to determine whether there is an obligation to pay or collect Indirect Tax. Neither party shall pay or collect any Indirect Tax from or on behalf of the other party for which, under applicable law, (i) the other party has previously provided to the paying or collecting party a properly completed and valid exemption certificate, or (ii) the parties may otherwise claim an available, valid exemption from such Indirect Tax.
3. **Fees Upon Expiration or Termination.** Upon expiration of this Agreement, Customer will pay MSP any unpaid amounts that are owed to MSP for the Term. Upon termination of this Agreement based on Customer's breach (following any applicable cure period), Customer will pay MSP any unpaid amounts that would have been owed to MSP for the remainder of the then current Term as well as any other amounts owed to MSP under this Agreement, without limiting MSP's other rights and remedies. Upon termination of this Agreement based on MSP's breach (following any applicable cure period), MSP will refund Customer any amounts pre-paid under this Agreement for the remaining full calendar month in the then-current Term.
4. **Term of Subscriptions.** The term of each subscription is set forth in the applicable MSP Services Order Form. Except as otherwise specified in an MSP Services Order Form or Quote, any subscription will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter, but in no event less than one year), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Notwithstanding the foregoing, any promotional or one-time priced subscription will not be subject to auto-renewal. The per-unit pricing during any automatic renewal term may be increased by up to 5% from the prior term.
5. **Conflict.** In the event of any conflict or inconsistency between the following documents, the order of precedence shall be: (1) the MSP Services Order Form, and (2) this Agreement. The parties agree that any term or condition in Customer's purchase order is void and of no effect.

Board of Finance and City Council Submission Checklist

Department: BED Submitter: Darren Springer

Title/Subject: BED Microsoft Licensing

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	6/10/2024

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	5/22/2024	Darren Springer
Mayor's Office informed and approved memo	Yes	5/29/2024	Erin Jacobsen
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	No	Click or tap to enter a date.	Approval subject to final contract review by City Atty's Office
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/30/2024	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/29/2024	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	Standard Microsoft license included in memo
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motions included in memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance

MEMO

Date: June 10, 2024

To: Board of Finance and City Council

From: Cindi Wight, Director, Department of Parks, Recreation & Waterfront
Alec Kaeding Campground & Beach Manager

Re: Use of Vendor Space at A-Dog Skatepark

I. Purpose

This memo seeks approval to execute all necessary concessionaire agreement documents related to the use of the vendor space at the A-Dog Skatepark by Maven Skate Shop LLC.

II. Background

The A-Dog Skate Park Concession is a small concession selling skateboarding gear and snacks.

This concession space consists of a small section by the skate park sign for their trailer. No power or utilities will be available.

The skate park concessions schedule is Memorial Day through Labor Day, at a minimum. A schedule outside of this timeframe is permissible upon prior approval of the BPRW Department head.

The City has selected Maven through a competitive Request for Proposals (RFP) process to fulfill the skate park vendor at A-dog Skate Park.

III. PROCESS

On March 12, 2024 BPRW issued an RFP for the A-Dog Skate Park Vendor services, publicly advertising on the BPRW website, the City of Burlington website for active RFPs and through BPRW's social media outlets. Bids were due to BPRW by April 5, 2024. One bid was received and evaluated by a team of three BPRW staff.

Based on their past history with this location BPRW selected Maven to lease the space for concession area at A-Dog Skate Park.

IV. COMPENSATION TO THE CITY & TERMS OF Concessionaire AGREEMENT

Maven has submitted a payment package of: Monthly Payments of \$500 To be paid: June 3, July 1, & August 5.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:



To approve and recommend that the City Council approve and authorize the execution of a concessionaire agreement with Maven Skate Shop LLC for the purpose of performing all food sales and skate board & product sales services at A-Dog Skate Park, and to authorize Emma Mulvaney-Stanak, Mayor of City of Burlington, to execute such agreement and any related documents needed to carry out the agreement, subject to the review of the City Attorney's Office.

City Council Motion:

To approve authorize the execution of a concessionaire agreement with Maven Skate Shop LLC, for the purpose of performing all food sales and skate board & product sales services at A-Dog Skate Park, for Maven and to authorize Emma Mulvaney-Stanak, Mayor of City of Burlington, to execute such agreement and any related documents needed to carry out the agreement, subject to the review of the City Attorney's Office

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Alec KaedingTitle/Subject: Skate Park Concessions Lease

	Approval:	Meeting Date:
☒	Board of Finance	6/10/2024
☒	City Council	6/10/2024
☐	Concurrent	Click or tap to enter a date.

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	5/28/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	5/28/2024	Joe Magee
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	No		Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/28/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/29/2024	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	
Contract Attached, if applicable?	No	City Attorney Currently has Contract for review
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	No	Attached to the Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: June 10, 2024

SUBJECT: Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas.

REQUEST

The Patrick Leahy Burlington International Airport (“Leahy BTV”) seeks approval and authorization:

1. To accept and execute a Federal Aviation Administration (“FAA”) grant for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas.

EXECUTIVE SUMMARY

Upon completion of the Terminal Integration Project, which consolidates the two TSA checkpoints to one location, the original north terminal project was upgraded to provide more capacity for passengers and concessions post security. This includes the removal of the existing north TSA station along with the removal of the existing escalators and glass walls. The installation of automated exit lanes (exit lane breach control systems) was added at both the North and South exits from the secure passenger area. The proposed motion for this item was approved by the Airport Commission on June 6, 2024.

This project adds one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas.

BENEFITS ANTICIPATED:

The original project generally consists of construction of modifications, to the second floor (north concourse) at the Airport, as required to reconfigure space (increase secure side area). Modifications are further defined as the removal/relocation of storefront glazing systems, removal/relocation of necessary egress ramp, demolition of existing escalator system and floor infill, repair/replacement of existing finishes. These modifications opened up the north concourse area for additional hold room space and concessionaires, alleviating the congestion within the north terminal.

The benefit of adding these two lanes is an additional level of security, capacity (through put) at busy times and if one lane needs to be down for maintenance, the other can continue to function as temporarily needed.

PROJECT APPROACH

Passero Associates (PA) was selected to provide design and construction management services through the Airport's selection process by meeting standards by the FAA for this project. The consulting fees were determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects a qualification-based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent in the results IFE.

An open bid process was completed for the construction of this project; ultimately Engelberth Construction was selected. This project will be covered by a change order to the original project.

FUNDING SOURCES

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Bipartisan Infrastructure Bill (BIL) appropriation, which provides 90% funding. The remaining 10% is the local share which will be funded through reimbursement through the FAA regulated Passenger Facility Charge (PFC) program. This expense was taken into account in the Airport's FY25 budget.

PROPOSED MOTION:

Board of Finance:

“To approve and recommend the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$232,243, with a 15% contingency, totaling up to \$267,079.45, as allowed under the grant, for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas. subject to review and approval by the City Attorney’s Office.”

City Council:

“To approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$232,243, with a 15% contingency, totaling up to \$267,079.45, as allowed under the grant, for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas. subject to review and approval by the City Attorney’s Office.”

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: H. DusablonTitle/Subject: Automated Exit Lanes Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	6/10/24
☒	City Council	6/24/24
☐	Concurrent	

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	5/23/2024	N. Longo
Mayor's Office informed and approved memo	Yes	6/6/2024	E. Jacobsen
Board/Commission, if required	Yes	6/5/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	6/3/2024	K. 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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: June 10, 2024

SUBJECT: Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for the Terminal Integration Project (TIP) additional eligible items.

REQUEST

The Patrick Leahy Burlington International Airport (“Leahy BTV”) seeks approval and authorization:

1. To accept and execute a Federal Aviation Administration (“FAA”) grant for the Terminal Integration Project (TIP) additional eligible items.

EXECUTIVE SUMMARY

This project was for design and construction of an expansion to the existing terminal building at Patrick Leahy Burlington International Airport. The primary purpose of this project was to consolidate the two (2) existing Security Screening Checkpoints (SSCPs), located at the North and South ends of the existing terminal. The combined SSCP’s allow for departing passengers to be routed in a consistent manner, regardless of airline or departure gate. This eliminates instances where departing passengers are processed through an existing SSCP, which is far from their departure gate.

The project was constructed in 2021 and is a two-story expansion, with the second floor serving to improve passenger circulation throughout the terminal building. Previously, the connectivity between the North and South concourses was poor, and this project drastically improved the passenger experience with a more direct route between the concourses.

The building is approximately 26,240 square feet (SF) of new finished floor space (13,120 SF on each level). This configuration allows for future expansion of five (5) standard TSA screening lanes on the first floor, however currently TSA is operating 4 screening lanes.

The expanded queueing area is a relieve congestion during peak periods, when existing SSCPs are unable to keep up with demand. The queueing overflow at the South SSCP no longer spill into the ticketing area, which is immediately adjacent.

The TIP serves as the first part of other terminal expansion projects, which are identified as part of BTV's draft Airport Master Plan Update. Space limitations require future terminal and gate expansion.

This grant will allow the airport to be reimbursed for additional eligible items such as hold room furniture, relocation of TSA equipment, and a number of other building improvements. needed during the original construction, which benefits the traveling public at BTV. The original grant (AIP 125) was capped, as this was an original Congressional Directed Spending grant that did not allow increase. However, Airport staff masterfully reviewed and worked with the FAA to make sure this building was built correctly, efficiently, and would be reimbursed to the maximum extent with new grant funds.

The proposed motion for this item was approved by the Airport Commission on June 5, 2024.

FUNDING SOURCES

The funding is from the FAA through the Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Bipartisan Infrastructure Bill (BIL) appropriation, which provides 90% funding. The remaining 10% is the local share which will be funded through reimbursement through the FAA regulated Passenger Facility Charge (PFC) program. This was included in the Airport's FY25 budget.

PROPOSED MOTION:

Board of Finance:

"To approve and recommend the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$349,248.00, for the Terminal Integration Project (TIP) additional eligible items, subject to review and approval by the City Attorney's Office."

City Council:

“To approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$349,248.00, for the Terminal Integration Project (TIP) additional eligible items, subject to review and approval by the City Attorney’s Office.”

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Terminal Integration Project (TIP) Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	6/10/24
☒	City Council	6/24/24
☐	Concurrent	

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	5/23/2024	N. Longo
Mayor's Office informed and approved memo	Yes	6/6/2024	E. Jacobsen
Board/Commission, if required	Yes	6/5/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	6/3/2024	K. 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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering, and Sustainability

DATE: June 10, 2024

SUBJECT: Request to accept a Federal Aviation Administration (FAA) Grant for the Residential Sound Insulation Project (RSIP) Phase 4 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc and Jones Payne Group, Inc. (JPG), respectively.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization:

1. To accept and execute a FAA grant for the Residential Sound Insulation Project Phase 4 Project;
2. To execute a contract with Strong Tower for construction improvements related to sound insulation for 16 homes; and
3. To execute a contract with JPG for the RSIP Phase 4 Project for program management, design and bidding of the next approximate 50 home construction improvements

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

1. Project Summary:

This Scope of Work consists of insulating residential properties in accordance with FAA noise regulations including:

- Project Management
- Community Outreach
- Evaluation of Structures for Sound Insulation
- Design Services for 50 Units

- Design and Bid Activities
- Construction Activities
- Project Evaluation and Closeout

This project scope also includes program management, program development, community outreach, evaluation of structures, design services, bid and award activities, Design and Bid / Award Services for approximately 50 homes which will be added to next year's project renovation grant as part of Phase 5.

The Residential Sound Insulation Program ("Program") is an approved measure of the 2020 FAA approved 14 CFR Part 150 Noise Compatibility Program. The overall Program when completed, includes approximately 2,600 residential units located within the 65-75 DNL contours of the approved 2023 Noise Exposure Map (NEM). To reach this goal of approximately 2,600 residential units, approximately 50 home insulation projects will be conducted each year until the project is complete. It is important to note that Leahy BTV is updating this NEM map which will be published later in 2024 which may change the contour lines and eligible areas.

Homes in this project will be located in the City of South Burlington, City of Winooski or Town of Williston.

Properties will be selected based upon their location within or adjacent to the approved 2023 Noise Exposure Map (NEM) 65 - 75 DNL with a goal of balancing the program homes between the most affected cities/town of South Burlington, Winooski and Williston. The homes are selected based off of the level of noise in decibels (dB). Based on this data, the homes are qualified to be a part of the improvement project.

The proposed motions for this item were approved by the Airport Commission on June 5, 2024.

2. Benefits Anticipated:

The project will convert residential units to a compatible land use as defined by the FAA by installing an acoustical treatment package which will reduce interior noise from aircraft by upgrading living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems, with each property being designed with unique features that reduce these levels. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB. It is anticipated that this project will benefit multiple home owners, including outreach and design for 50 homes and construction improvements for 16 homes. The entire program once completed is anticipated to benefit 2,600 home owners which equates to approximate 4000 occupants.

PROJECT APPROACH

Jones Payne Group (JPG) was selected to provide outreach design and construction oversight as well as overall project management services through the Airport's selection process by meeting standards by the FAA for this project. The selection process is required by the FAA and is a rigorous

review of qualified consultants to perform this work. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. Anything over \$100,000 requires review by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the Independent Analysis.

The construction portion of the project was advertised in March 2023 with bids received in April 2023. The delay in contract execution was due to the inability to secure the required quantity of windows as a direct result of the bankruptcy of the initial window provider. The bids were evaluated in accordance with the prescribed criteria of the Request for Proposals (RFP) scope. After evaluation of the bids, Strong Tower was selected as the lowest responsive bidder. The Airport now seeks to execute a contract with Strong Tower for construction improvements to 52 homes.

FUNDING:

The funding is anticipated from the FAA through the Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Noise Discretionary Appropriation, which provides 90% funding. The remaining 10% is the local share which will be reimbursed to the airport through the Passenger Facility Charge (PFC) program, another FAA regulated user fee revenue stream for airports. This was included in the Airport's FY25 budget.

PROPOSED MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$3,563,164.00 with a 15% contingency totaling up to \$4,097,638.60, as allowed under the grant subject to review and approval of the City Attorney's Office."
2. "To approve and recommend that the City Council approve and authorize the Director of Aviation execute a contract with Strong Tower in the amount of up to \$1,954,186.00 with a 15% contingency totaling up to \$2,247,313.90. As allowed by the grant for construction activities for 16 homes, subject to review and approval of the City Attorney's Office."
3. "To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a contract with Jones Payne Group in the amount of up to \$1,542,568.82 with a 15% contingency totaling \$1,773,954.14 for noise program oversight, subject to the review and approval of the City Attorney's Office"

City Council:

1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$3,563,164.00 with a 15% contingency totaling up to \$4,097,638.60, as allowed under the grant subject to review and approval of the City Attorney's Office."

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Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Residential Sound Insulation Program Phase 4 Grant Acceptance and Design Contracts

	Approval:	Meeting Date:
☒	Board of Finance	6/10/24
☒	City Council	6/24/24
☐	Concurrent	

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Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/23/2024	N. Longo
Mayor's Office informed and approved memo	Yes	6/6/2024	E. Jacobsen
Board/Commission, if required	Yes	6/5/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	6/3/2024	K. 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

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Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering, and Sustainability

DATE: June 10, 2024

SUBJECT: Request to accept a Federal Aviation Administration (FAA) Grant for the Runway 15 – 33 Rehabilitation Project and Execute Contracts for Construction and Inspection Services for this Project with SD Ireland, Inc (SDI) and Stantec Consulting, Inc. (Stantec), respectively.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or Leahy BTV) seeks approval and authorization:

1. To accept and execute a Federal Aviation Administration (FAA) grant for the Runway 15 – 33 Rehabilitation Project;
2. To execute a contract with SD Ireland, Inc (SDI) for construction improvements to Runway 15 - 33; and
3. To execute a contract with Stantec Consulting for the project construction services.

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

1. Project Summary:

This project rehabilitates the center bituminous asphalt pavement portion of Runway 15-33 (4,920' x 150'). The project includes milling approximately 3" of existing pavement from the runway surface along with those portions of Taxiways Hotel, Alpha, and Brava adjacent to the runway to match elevations back into the existing grades, performing crack repair, and then place a single 3" thick lift of new pavement. After paving, the required runway/taxiway pavement markings will be re-applied. After waiting the applicable curing period, the runway

surface would be grooved and new surface sensors would be installed. The project also includes performing any crack repair on the shoulder portion of our runway. This project will not impact the existing length/width of Runway 15-33 and is only a rehabilitation of existing conditions which is typically completed every 10-20 years. The runway and shoulder pavements were last rehabilitated during a 2010 project. The current Pavement Condition Index values, which is the required FAA pavement condition evaluation process, for the runway and shoulder pavement have been completed and now indicate rehabilitation, which has been planned through our Airport Master Plan process.

2. Benefits Anticipated:

This is a maintenance project to ensure the longevity and safety of the Runway for the traveling public for the next 15 years.

PROJECT APPROACH

Stantec Consulting was selected to help the airport to create an initial engineers estimate, which is the start of the Airport's selection process by ensuring it meets the standards set by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all Airport Improvement Projects (AIP) grant funded projects. For FAA AIP projects a qualification-based process with an independent fee estimate (IFE) is completed for construction projects. All consulting fees over \$100,000 requires review by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations (RON) is completed if needed, dependent on the results of the IFE. In this case, Stantec's fees were in line and negotiated according the FAA rules and independent analysis.

The Airport advertised for competitive bids, with them being due on April 12, 2024. Two bids were received from Pike Industries and SD Ireland Construction. Both bids were in line with the initial engineers estimate, done by Stantec prior to advertising, with only an approximate \$100,000 separation in price. SD Ireland was selected after a competitive bid, and review and recommendation from Stantec. Stantec and the Airport did a full analysis, line by line on the bids received.

The proposed motions were approved by the Airport Commission on June 5, 2024.

FUNDING:

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from the FAA Airports Entitlement and Discretionary Appropriation, which provides 90% funding. The remaining 10% is the local share which will

be funded through reimbursement through the FAA regulated Passenger Facility Charge (PFC) program. This was taken into account in the Airport's FY25 budget.

PROPOSED MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$10,445,434.00 with a 15% contingency totaling up to \$12,012,249.10 for Runway 15 – 33 Rehabilitation., subject to review and approval of the City Attorney's Office."
2. "To approve and recommend that the City Council approve and authorize the Director of Aviation execute a contract with SD Ireland Inc. in the amount of up to \$10,227,000.00 with a 15% contingency totaling up to \$11,761,050.00 for the Runway 15 – 33 Rehabilitation construction, subject to review and approval of the City Attorney's Office."
3. "To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a contract with Stantec Consulting in the amount of up to \$534,651.00 with a 15% contingency totaling \$614,848.65, as allowed by the grant for project scope that includes project inspection fees, subject to review and approval of the City Attorney's Office."

City Council:

1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$10,445,434.00 with a 15% contingency totaling up to \$12,012,249.10 for Runway 15 – 33 Rehabilitation., subject to review and approval of the City Attorney's Office."
2. "To approve and authorize the Director of Aviation execute a contract with SD Ireland Inc. in the amount of up to \$10,227,000.00 with a 15% contingency totaling up to \$11,761,050.00 for the Runway 15 – 33 Rehabilitation construction, subject to review and approval of the City Attorney's Office."
3. "To approve and authorize the Director of Aviation to execute a contract with Stantec Consulting in the amount of up to \$534,651.00 with a 15% contingency totaling \$614,848.65, as allowed by the grant for project scope that includes project inspection fees, subject to review and approval of the City Attorney's Office."

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Runway 15-33 Rehabilitation Scoping, Contract and Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	6/10/24
☒	City Council	6/24/24
☐	Concurrent	

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Mayor's Office informed and approved memo	Yes	6/6/2024	E. Jacobsen
Board/Commission, if required	Yes	6/5/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	6/3/2024	K. 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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Steve Cormier, Code Compliance Officer
Ted Boylan, Division Administrator



TO: Board of Finance & City Council
FROM: Scott Gustin
DATE: June 10, 2024
RE: Open Space Plan Contract

Request

Contract with Agency Landscape + Planning of Cambridge, MA to comprehensively rewrite the City's Open Space Plan (that will also incorporate the Urban Forest Plan).

Background

The city's Open Space Protection Plan was adopted in 2000. It formed the basis for the city's Conservation Legacy Fund, subsequent conservation acquisitions, and for establishing environmental standards in the city's zoning code. In 2014, it was updated to address natural areas, urban agriculture, parkland access and trails, and green infrastructure. In 2022, an addendum focused on nature based climate solutions was added to the plan. The original plan remains relevant today but is in need of a comprehensive rewrite that updates open space goals and identifies specific resource targets and timelines through a robust community engagement process. Significantly, the Open Space Plan rewrite will incorporate what was formerly the separate Urban Forest Plan. Up to \$100,000 for this rewrite effort was approved by the Board of Finance and City Council in March, 2024.

Agency Landscape + Planning was selected following a competitive RFP process (their proposal is attached for reference). Five proposals were received, including several very strong ones. The selection committee, comprised of representatives from Parks, Recreation, & Waterfront, Permitting & Inspections, Office of City Planning, and the Conservation Board, ultimately decided the proposal from Agency Landscape + Planning best suited the needs of this planning project. The contract is for \$100,000. Only two of the five proposals were less expensive, and they were less expensive by just a few hundred dollars. Given the quality of the proposal and the minimal cost difference with less expensive proposals, Agency Landscape + Planning was selected.

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the DPI Director or their designee, subject to final review and approval by the City Attorney's Office, to execute the contract with Agency Landscape + Planning for a comprehensive rewrite of the Open Space Plan.

City Council Motion

To approve and authorize the DPI Director or their designee, subject to final review and approval by the City Attorney's Office, to execute the contract with Agency Landscape + Planning for a comprehensive rewrite of the Open Space Plan.

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

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment C.
- B. The “Contractor” shall mean ~~Agency~~ **Landscape + Planning**.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Contractor, as provided in the Contract.

2. REGISTRATION: The Contractor 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.

3. INSURANCE & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

4. CONFLICT OF INTEREST: The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Contractor’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.

6. PERSONNEL REQUIREMENTS AND CONDITIONS: The Contractor 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 Contractor 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 Contractor warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, 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 Contractor, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Contractor's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor 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 Contractor for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor 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 Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors 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 Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.
10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor 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 Contractor shall inform the City, in writing, of any such contacts and the results thereof.

11. INSPECTION OF WORK: The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor 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 Contractor 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.

12. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Contractor, 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 Contractor shall respond to all official comments regardless of their source. The Contractor shall supply the City with written copies of all correspondence relating to formal and informal reviews.

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

13. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor 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 Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

14. 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.

15. APPEARANCES:

A. Hearings and Conferences: The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor 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.

16. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Contractor or the Contractor'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 Contractor, 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 Contractor and the Contractor 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.

17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Contractor 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, Contractor shall immediately give the City written notice thereof. Contractor 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 Contractor may proceed without any modification being made to Contract Documents.

18. 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 Contractor as soon as practicable of any non-appropriation, and Contractor 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.

19. 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 Contractor.

20. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor 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 Contractor and without the fault or negligence of the Contractor.

21. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Contractor 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 Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor 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 Contractor shall create a public health emergency plan acceptable to the City. The Contractor 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 Contractor'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. Contractor 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: Contractor 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 Contractor has adequately corrected its failure to comply with the above.

If Contractor'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.

22. 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.

23. 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 Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, 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 Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor 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 Contractor 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.

24. 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 Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each

calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

- 25. RETURN OF MATERIALS:** Contractor 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.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor'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 Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Contractor 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 Contractor, 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 Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor 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 Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, 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.
- 29. PUBLIC RECORDS:** The Contractor 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 Contractor 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.
- 30. RECORDS RETENTION AND ACCESS:** The Contractor 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 Contractor 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 Contractor 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. Contractor, sub-Contractors, 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.

31. 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.

32. 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.

33. 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 Contractor, 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 Contractor 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 Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor 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 Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor'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. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Contractor written notice of such default. If Contractor 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 Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor 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 Contractor 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.

34. GENERAL COMPLIANCE WITH LAWS: The Contractor and any sub-contractor 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.

- 35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Contract, the Contractor 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. Contractor, and any sub-contractors, 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.
- 36. CHILD SUPPORT PAYMENTS:** By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (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 Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.
- 37. TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor 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.
- 38. NO GIFTS OR GRATUITIES:** The Contractor 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:** Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.
- 40. TRANSFERS, SUBLETTING, ETC:** The Contractor 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-contractor 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 Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any

operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor.
- 44. RELATIONSHIP:** The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor 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 Contractor 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 Contractor 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, notwithstanding conflicts of law principles. 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, notwithstanding any other law.

- 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 Contractor 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 Contractor 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:** Notwithstanding the passage of time, 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.

CITY OF BURLINGTON CONTRACTOR CONTRACT

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Agency Landscape + Planning (“Contractor”), a Massachusetts corporation located at 91 Harvey Street, Suite 2, Cambridge, MA.

Contractor 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 Contractor, and “Parties” means the City and Contractor.
- D. “Project”** means the Open Space Plan.
- 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.
- C. Purpose.** The City seeks to employ the Contractor to complete a comprehensive Open Space Plan for the City.

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 Contractor 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 on December 31, 2025 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Permitting & Inspections or designee and as described in Attachment B (Contractor's Response to Request for Proposals), subject to Section 7.B hereof and the reasonable directions of the Director of Permitting & Inspections or designee.

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) or as follows: \$100,000.

Contractor 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 Contractor in the manner and at such times as set forth in the Contract Documents or as follows: Monthly. The City seeks to make payment within thirty 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 Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$100,000. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

D. Invoice. Contractor 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:

Scott Gustin
Dept. of Permitting & Inspections
645 Pine Street
Burlington, VT 05401
(802) 865-7189
sgustin@burlingtonvt.gov

The City reserves the right to request supplemental information prior to payment. Contractor 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 Contractor 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 April 12, 2024

Attachment B: Contractor's Response to Request for Proposals dated May 7, 2024

Attachment C: Burlington Standard Contract Conditions for Contractors

Attachment D: Burlington Livable Wage Ordinance Certification *(pending)*

Attachment E: Burlington Outsourcing Ordinance Certification *(pending)*

Attachment F: Burlington Union Deterrence Ordinance Certification *(pending)*

Attachment G: Contractor's Certificate of Insurance & Endorsements *(pending)*

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take precedent. Any Request for Proposals or other solicitation, 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. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Contractor
Rhiannon Sinclair, Agency Landscape + Design

By: _____

Date: _____

City of Burlington
Department of Permitting & Inspections

By: _____

[Name]

[Title]

Date: _____

Attachment A:
Request for Proposals dated [REDACTED]

DRAFT

Attachment B:
Contractor's Response to Request for Proposals dated [REDACTED]

DRAFT

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

DRAFT

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

DRAFT

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

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

DRAFT

**Attachment G:
Contractor's Certificate of Insurance & Endorsements**

DRAFT

Professional Planning Services - Burlington VT, Open Space Plan

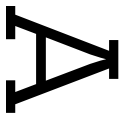
May 7, 2024

Burlington Conservation Board, Parks & Recreation, City Planning, and Permitting & Inspections

Agency Landscape + Planning
with Chapman EcoLandscape

Agency
Landscape + Planning





Scott Gustin, AICP, CFM
Principal Planner
Department of Permitting & Inspections
sgustin@burlingtonvt.gov
(802) 865-7189

May 7, 2024

Dear Scott and Team:

Thank you for the opportunity to submit this response to the City of Burlington Open Space Plan Request for Proposals. This letter describes the Agency team and why we believe our team brings the ideal balance of innovation and practicality to the effort. As leaders in national open space planning projects, our practice is defined by interdisciplinary collaboration and a focus on improving the quality of life in American communities. To us, a careful balance of open space activation and preservation is essential to sustained quality of life. Success on our projects means trusted partnerships with clients toward shared outcomes, meaningful and memorable community outreach, data-driven analysis, action-oriented implementation strategies, and - perhaps most of all - visionary planning and design.

We created Agency to do work just like the Open Space Plan, because proactive planning for open space systems is critical to long-term environmental, economic and social resilience. Burlington is already an incredibly special community, a historic waterfront community, a growing community, and a popular tourist destination. Yet, cities cannot be content amid today's successes; evolution is necessary for long-term sustainability. As one of the fastest-growing cities in the state, now is an important moment for the city to define a strategy that amplifies the role of its open space assets today and for future generations. We believe this plan is an opportunity to integrate the many baseline projects already in place, build consensus, and create a clear roadmap to improve access and system-wide connectivity, drive community stewardship, and incorporate climate resiliency. Community engagement is essential to our team's philosophy and we have suggested an approach that allows us to create this plan together with the public.

We realize that the Burlington Open Space Plan requires a fresh, creative approach as well as grounded knowledge. Our frequent collaborator and partner for this effort is Kim Chapman of ChapmanEcoLandscape, who is adept at evaluating diverse ecoregions and crafting clear, realizable actions to invest in urban environments.

Thank you for your consideration. We look forward to the opportunity to expand the conversation and deepen our understanding of how we can work together.

Sincerely,

Rhiannon Sinclair
Principal Urban Planner
(410) 919-7800
rhiannon@agencylp.com

Jill Allen Dixon, AICP
Director, Urban Planner
(205) 907-5455
jill@agencylp.com

Agency
Landscape + Planning



EXHIBIT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team: Agency Landscape + Planning

Representative's Printed Name: Rhiannon Sinclair

Representative's Signature: Rhiannon Sinclair

Date: 4/30/2024

APPROACH

We recognize the great opportunity to build on the previous Open Space Protection Plan and subsequent addenda, Plan BTV, and the many parks plans and projects that precede this RFP, as well as the work underway with UVM to craft a spatial analysis of the City's ecological assets. This repository of work frames a robust understanding of the potentials and challenges in Burlington's open space system. The next phase seeks to achieve three objectives: **Balancing Community Access and Ecological Health, Celebrating Community Voices, and Ensuring a Resilient Future**. Considerations of stewardship, policies, environmental needs and human needs, funding, implementation and climate resiliency are woven through each of these themes.



Balancing Community Access + Ecological Health

Situated on Lake Champlain, one of the largest freshwater lakes in the US, Burlington hosts a rich ecosystem supporting various wildlife and serving as a vital water source. Nestled between the Green Mountains and the lake, Burlington benefits from a unique habitat range, fostering rare plant and animal species. The Plan seeks to enhance recreational access to these and other passive open spaces, especially for communities with limited access to such amenities. However, human access must be planned carefully to avoid the degradation of sensitive ecologies. We will build on the plans that came before this one, including the existing Urban Forestry Plan, Open Space Protection Plan, and others to create an actionable plan for the next five to ten years.

Head to **pages 12-13** to learn more about a few relevant projects our team has worked on to balance community access and ecological health.



Celebrating Community Voices

Burlingtonians are committed to making Burlington a vibrant city that embraces the needs of people and its unique natural setting. A successful engagement framework will continue the meaningful dialogue that the City has with its many constituents to facilitate decisions and build enthusiasm. Agency will create a strategy that responds to staff and stakeholder cultures with tactics that change the conversation and spark new ideas. We will work with the department to shape a tailored strategy that encourages participation from all constituents. While we will craft the exact strategy together, we expect to layer in a range of engagement methods to reach the broadest audience.

See **pages 14-15** for a few of our team's engagement processes in action!



Ensuring a Resilient Future

A key outcome of this plan will be a City-wide strategy for the protection and preservation of open space. Safeguarding open space not only ensures its continued recreational value, but also preserves its increasingly important ability to offset the effects of climate change through flood mitigation, stormwater infiltration, coastline stabilization, atmospheric cooling and improved public health. A proactive and holistic approach to open space protection will help guide priorities for acquisitions and capital improvements. In order for this plan to be successful, we will cast a wide net to include a regional understanding of the open space, ecological, and community needs of open space to also craft recommendations that embrace a long term sustainable future.

Check out **pages 16-17** for a few examples of projects centered on climate resilience and environmental justice.

PROJECT TEAM

Agency Landscape + Planning

Agency is the capacity of human beings to act, to make choices. Planning can remove barriers. Design is an act of optimism. Optimism and action are much needed, today more than ever. At Agency Landscape + Planning, we believe in the power of people to initiate and make purposeful, positive change.

Agency is a **women-owned small business (WOSB) and certified DBE/WBE practice**, including with the State of Vermont Agency of Transportation, US DOT, and 26 other state and local entities. Our work engages the full spectrum of design services—from strategic planning to complex public realm implementation. It is tied together by a commitment to public sector work with deep community engagement. We have a significant practice dedicated to urban planning and landscape architecture, from the regional to neighborhood scale.

Agency is a mission-driven practice dedicated to addressing social equity, cultural vitality and environmental resilience through design excellence, strategic planning and community engagement. Co-founders Brie Hensold and Gina Ford have worked together for over a decade.

Agency's team is currently composed of 26 employees including 2 owners, a senior leadership team of 6 principals and directors with between 10-25 years of experience each, 7 licensed landscape architects, and a broad support team with technical, graphic, and engagement skills.

Climate Resilience and Adaptation

Collaborating with communities to enhance environmental resilience is central to our mission and practice at Agency. As a practice spanning from planning to landscape architecture, we work across scales, from regional resilience strategies, to neighborhood plans, to design and implementation of resilient parks that reduce flood risk, mitigate urban heat islands, and enhance community health.

Agency's leadership team has led resilience and adaptation projects across the country, with a focus in many northeastern states (including ME, VT, MA, RI, CT, NY, NJ, MD, and VA). We bring a deep understanding of what climate resilience means in the northeast and innovative strategies for adapting to changing weather patterns and natural hazards. We work closely with communities to plan for sea level rise, coastal/river flooding, drought, extreme heat, and other climate hazards. Our design philosophy leverages resilient design as multibenefit infrastructure — where flood protection also advances economic opportunity, recreation, equity, and healthier ecosystems.

Chapman EcoLandscape

Chapman EcoLandscape was established in early 2023 to provide high-end ecological design and planning services for public and private entities that seek to strengthen the ecological foundations of projects and operations. With forty years experience with the ecology of the U.S., especially in the Northeast and Midwest, Kim Chapman serves as the firm's senior ecologist. Chapman EcoLandscape focuses on deep integration of ecological principles into client projects, with practical outcomes for ecological restoration, ecosystem management, and the design and maintenance of human spaces aligned with the natural world.



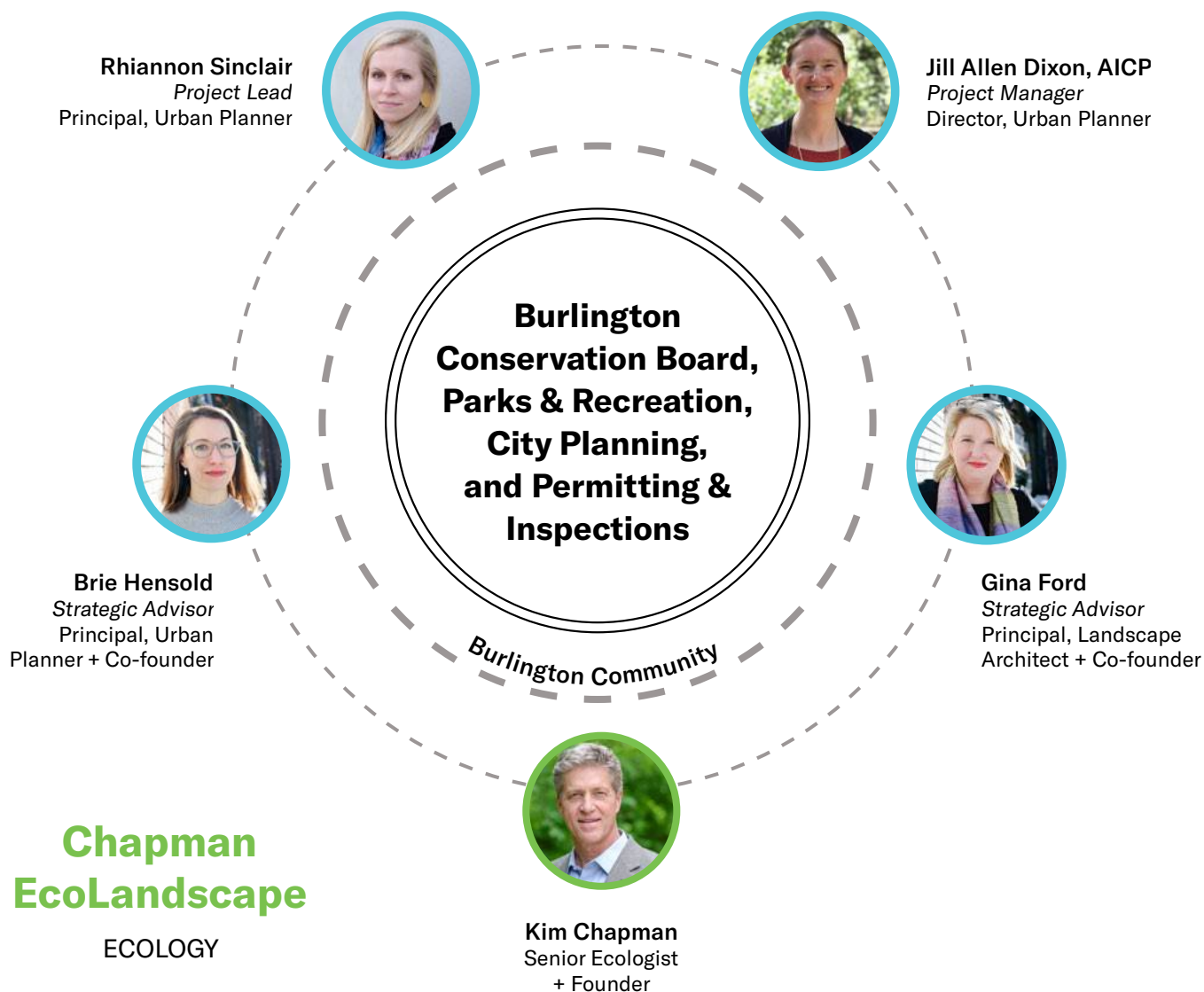
Agency's 2023 summer outing, kayaking along the Charles River!

TEAM STRUCTURE

Agency Landscape + Planning

URBAN PLANNING, LANDSCAPE
ARCHITECTURE, COMMUNITY
ENGAGEMENT

PRIME





RHIANNON SINCLAIR
PRINCIPAL, PLANNER

SELECTED AWARDS

ASLA Award of Excellence
in Analysis and Planning.
Franklin Park Action Plan.
2023

BSLA Honor Award in Analysis
and Planning. The Franklin
Park Action Plan. 2023

APA New Jersey Chapter,
Outstanding Community
Engagement Award. Jersey City
Master Plan – Vision, Land
Use, Open Space. 2023

BSLA Merit Award in Analysis
and Planning. White River
Vision Plan. 2020

ASLA Colorado Chapter,
Honor Award in Analysis and
Planning. High Line Canal
Framework Plan, Denver,
Colorado. 2020

The J. Irwin and Xenia S. Miller
Prize. 2019

Outstanding Planning Award
– Innovation in Planning
Services, Education, and
Public Involvement, NC
Chapter of the American
Planning Association. 2019

Merit Award for Excellence in
Planning – Existing Campus,
Society for College and
University Planning, University
of Washington Campus Master
Plan; Seattle, Washington. 2017

An urban planner with a background in architecture, **Rhiannon Sinclair's** work focuses on complex urban systems across multiple scales. She uses data-driven strategies to better understand and enhance the relationship between people, buildings, systems and the public realm. Rhiannon has considerable experience communicating information to broad audiences to promote strong community exchange and empowerment within a planning process. In her work, she finds that the role of this type of exchange and master plan facilitation contribute to plans that are visionary, comprehensive, and implementable.

EDUCATION

University of Pennsylvania Stuart Weitzman School
of Design
Master of City and Regional Planning, Urban Design
Concentration

Thomas Jefferson University
Bachelor of Architecture

PROJECT EXPERIENCE

Bozeman Parks, Recreation, and Active
Transportation Plan; Bozeman, MT

Burlington Great Streets Initiative - Main Street;
Burlington, VT

Charleston County Parks, Recreation, Open Space
and Trails Master Plan; Charleston, SC

Evanston Open Space Plan; Evanston, IL

Franklin Park Action Plan; Boston, MA

High Line Canal Vision and Framework Plans; Denver,
CO

Howard County Land Preservation, Parks, +
Recreation Master Plan; MA

Jersey City Open Space, Recreation and Community
Facilities Plan, Jersey City, NJ

Maryland Parks System Plan; Statewide, MD

Meck Playbook: Mecklenburg Park and Recreation
Comprehensive Plan; Charlotte, NC

Perkins Pier Siting Study; Burlington, VT

Raleigh Parks System Plan Update; Raleigh, North
Carolina

Maryland Parks System Plan

Client: State of Maryland

Rhiannon led the study of Maryland's capital investments, staff capacity, and equity-based decision making across the state's over 85 state parks and natural areas. The study also included specific recommendations to adopt new taxes and other regulations for funding park improvements.

Bozeman Parks, Recreation, and Active Transportation (PRAT) Plan

Client: City of New Bedford

Rhiannon managed the PRAT plan to guide future investments into the City's parkland, trails, and programs in a way that is equitable, deeply rooted in community needs, and protects Bozeman's critical habitat and natural resources.

Meck Playbook: Mecklenburg Park and Recreation Comprehensive Plan

Client: Mecklenburg Park
and Recreation

Rhiannon managed a robust community engagement and master plan process tailored to suit the diverse needs of county residents, visitors, and stakeholders. The plan address challenges of such a large system with limited resources and big aspirations.



JILL ALLEN DIXON, AICP
DIRECTOR, URBAN PLANNER

PROFESSIONAL AFFILIATIONS

American Planning Association
American Institute of Certified Planners
National Recreation and Parks Association

SELECTED AWARDS

American Planning Association, National Planning Achievement Award for Implementation - Silver Winner. Gulf State Park Master Plan. 2020
American Planning Association, National Planning Achievement Award for Resilience - Gold Winner. Climate Ready Boston (Citywide Report). 2019
American Planning Association, National Planning Achievement Award for Public Outreach - Gold Winner. High Line Canal Vision Plan. 2018
Fast Company's Innovation by Design Awards in the General Excellence Category - Finalist. 2022

Jill Allen Dixon, has a particular emphasis on resilience planning and multi-benefit climate adaptation, with work in New England as well as developing national tools for promoting nature-based solutions to flooding through the Naturally Resilient Communities Partnership. Common threads of her approach are meaningful stakeholder/public engagement and visual communication/storytelling that makes technical information accessible to different audiences.

EDUCATION

Harvard University Graduate School of Design
Master of Urban Planning with Distinction
Clemson University
Bachelor of Arts in Architecture
Bachelor of Arts in Economics

PROJECT EXPERIENCE

Boston Heat Resilience Plan; Boston, MA †
Capital City Parks Plan; Hartford, CT †
Cary Parks, Recreation and Cultural Resources Comprehensive Master Plan; Cary, NC
Climate Ready Boston - Citywide Vulnerability Assessment and Resilience Strategy; Boston, MA †
Coastal Resilience Solutions for East Boston and Charlestown Neighborhoods, Phase II, Boston, MA †
Denver Game Plan for a Healthy City; Denver, CO †
Detroit Brightmoor Neighborhood Framework Plan; Detroit, MI
Evanston Open Space Plan; Evanston, IL
Greenwood Community Park Master Plan; Baton Rouge, LA †
High Line Canal Vision Plan; Denver, CO †
Longwood Collective Outside// Program; Boston, MA
Naturally Resilient Communities Web-based Tool; Nationwide †
Newport Tree, Park and Open Space Master Plan; Newport, RI †
Parks + Equity Atlas Research Initiative; Sasaki Research Grant Winner 2019 †

† Work Completed at Sasaki

Heat Resilience Solutions for Boston †

Client: City of Boston

While an Associate Principal at Sasaki, Jill led a team that partnered with the city to develop this heat resilience plan with an equity lens. The plan included co-creating heat solutions with the community through an inclusive process that included pop-up community cool spots, a community advisory board, and multilingual neighborhood and youth workshops.

High Line Canal Community Vision Plan

Client: The High Line Canal Conservancy

While at Sasaki, Jill served as project manager and senior planner for this community vision plan for a 71-mile regional greenway. The project was recognized with a national APA award for its creative engagement strategy that focused on a storytelling theme.

Newport Trees, Parks, and Open Space Plan †

Client: Newport Open Space Partnership

Jill served as project manager while at Sasaki. The park system plan included a focus on equity and coastal resilience. The plan resulted in new data that has helped community members advocate for more equitable access in underserved neighborhoods.



BRIE HENSOLD, HASLA
PRINCIPAL, URBAN
PLANNER + CO-FOUNDER

**PROFESSIONAL
AFFILIATIONS**

American Planning Association

Brie Hensold is an urban planner, co-founder and principal of Agency Landscape + Planning. With a passion for understanding and improving communities and places, Brie brings a systems-based approach that celebrates diverse perspectives. She has extensive experience developing creative and meaningful community engagement processes. Brie's work encompasses multiple scales, from downtown plans to citywide park systems to resilience strategies.

EDUCATION

Harvard Graduate School of Design
Master of Urban Planning, Urban Design Concentration

Rice University
Bachelor of Arts in Architectural Studies and Art History

PROJECT EXPERIENCE

Burlington Parks, Recreation, & Waterfront Master Plan; Burlington, VT †

Denver Game Plan for a Healthy City; Denver, CO

Downtown Parks and Open Space Framework Plan, Beaverton, OR

Franklin Park Action Plan; Boston, MA

Howard County Recreation and Parks Master Plan; Howard County, MD

Newport Parks and Open Space Master Plan; Newport, RI †

† Work Completed at Sasaki



GINA FORD, FASLA
PRINCIPAL, LANDSCAPE
ARCHITECT + CO-FOUNDER

**PROFESSIONAL
AFFILIATIONS**

Registered Landscape
Architect: CO, CT, IN, MA, MI,
NC, NJ, NY, OH, OR, RI, TN, WA

American Society of
Landscape Architects

Gina Ford is a landscape architect, co-founder and principal of Agency Landscape + Planning. Underpinning her twenty-five years of practice are a commitment to the design and planning of public places and the perpetuation of the value of landscape architecture via thought leadership, teaching, writing and lecturing. Her work has received awards from the American Society of Landscape Architects, the American Planning Association and the American Institute of Architects, among others.

EDUCATION

Harvard Graduate School of Design
Master in Landscape Architecture with Distinction

Wellesley College
Bachelor of Arts in Architecture and Architectural History

PROJECT EXPERIENCE

Burlington Great Streets Initiative - Main Street; Burlington, VT

Burlington Parks, Recreation, & Waterfront Master Plan; Burlington, VT †

Cary Parks, Recreation and Cultural Resources Comprehensive Master Plan;
Cary, NC

Franklin Park Action Plan; Boston, MA

Howard County Recreation and Parks Master Plan; Howard County, MD

† Work Completed at Sasaki



KIM ALAN CHAPMAN, PHD

SENIOR ECOLOGIST +
FOUNDER

SELECTED AWARDS

Planet Positive Award for Landscape (Metropolitan Magazine) for the Omaha Riverfront (Lead: OJB Landscape Architecture) 2023

ASLA Honor Award, General Design for Gene Leahy Mall, Omaha (Lead: OJB Landscape Architecture) 2023

BSLA Honor Award, Analysis + Planning, Franklin Park Action Plan (Lead: Reed Hilderbrand & Agency) 2023

BSLA Analysis + Planning Merit Award, White River Strategic Plan, Indianapolis, IN (Lead: Agency) 2020

Bennie Award for Excellence in Neighborhood Design for Eastbrooke Residential Development, Cottage Grove MN (Lead: Bancor Group) 2019

Kansas Recreation and Park Association Innovative Program Award for Pracht Wetlands Park, Wichita, KS (Lead: RDG Planning & Design) 2019

International Award for Planning Excellence Finalist for The Tomorrow Plan for the Greater Des Moines Region, IA (Lead: Sasaki) 2016

In his four decades of applying ecological ideas to the challenge of making people and nature support each other, **Kim** has completed hundreds of projects: master plans for new communities and developments; regional and site plans for natural resource conservation; and ecological restoration and management programs. He worked for The Nature Conservancy and Applied Ecological Services, taught college, and has a private consulting practice, **Chapman EcoLandscape**. Kim helps his clients understand how ecosystems are put together and function, and with that knowledge, helps design projects that repair and sustain the natural world, and support the well-being of people and their economy. He co-authored Valley of Grass, an award-winning book about balancing nature, economics, and people’s aspirations, and Nature, Culture and Two Friends Talking, a book of environmental essays. Kim specializes in ecological plans and designs at any scale, ecosystem restoration and management, and biodiversity conservation.

EDUCATION

University of Minnesota
Ph.D., Conservation Biology

Western Michigan University
M.A., Biology

Kalamazoo College
B.A., Biology

PROFESSIONAL AFFILIATIONS

Ecological Society of America

Natural Areas Association

Forest Stewards Guild

SELECT RECENT PROJECTS

Cambridge Urban Forest Master Plan; Cambridge, MA

Ford Dearborn Research Hub; Dearborn MI

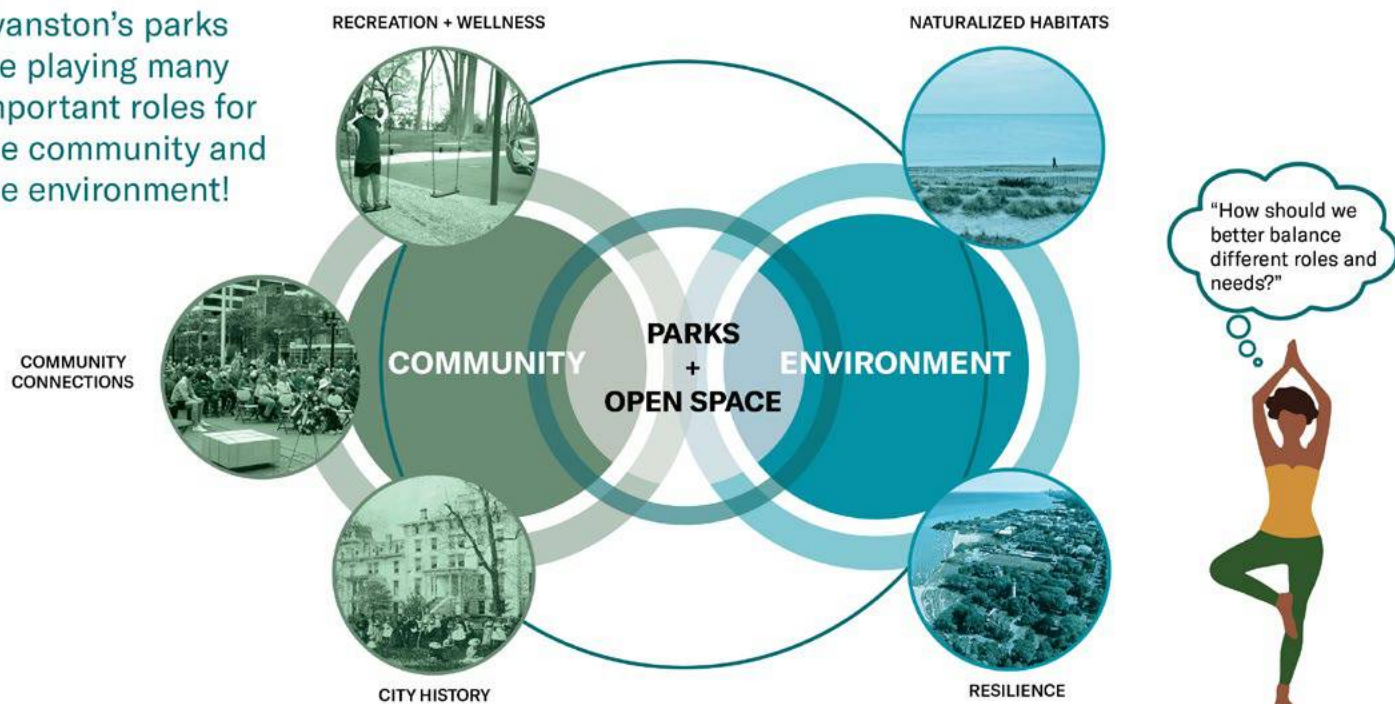
Franklin Park Master Plan; Boston MA

Missouri Riverfront Revitalization; Omaha NE

Theodore Roosevelt Presidential Library; Medora ND

White River Strategic Plan; Indianapolis IN

Evanston's parks are playing many important roles for the community and the environment!



Evanston Park and Green Space Strategic Plan City of Evanston

Evanston, Illinois

Ongoing

Reference

Stefanie Levine
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
(847) 448-8043
slevine@cityofevanston.org

As a lakefront community that borders Lake Michigan and the City of Chicago, Evanston's beauty and strength lies in the diversity of its people and unique places. Evanston has access to a wide spectrum of landscape types ranging from the beach to the channel and the parks and plazas in between. This plan will provide a unique opportunity to enhance Evanston's comprehensive system of green spaces, ensure its resilient future, and provide a range of experiences for its diverse community.

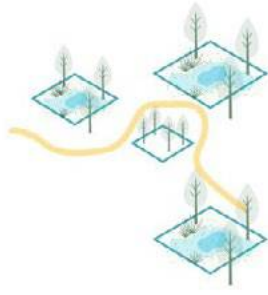
With a focus on improving equity and quality of life for all, our plan is built upon a thorough and distributed community engagement process to understand and identify the priorities and needs of residents. As a result of

this process, we will lay out a vision and action plan to further support community health, environmental equity, and long-term sustainability. The process also included an inventory and conditions assessment of the almost one hundred parks and facilities that prioritized capital investments based on the age, life cycle replacement needs, costs, and community impact of each asset.

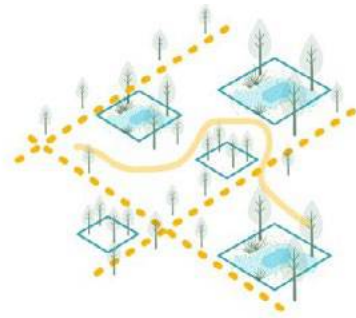
Agency is working closely with Resource Environmental Solutions and Kim Chapman (for ecological planning and design, green infrastructure, and open space climate resilience) and Recreation Results (for recreation programming and operations).



Mosaic approach to nature-based investments
Invest in nature-based pilots around the City

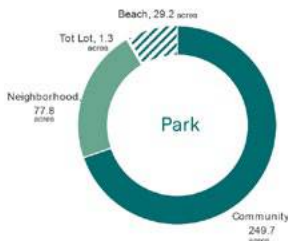


Connected moments
Extend beyond park boundaries and into right-of-ways and other City-owned properties

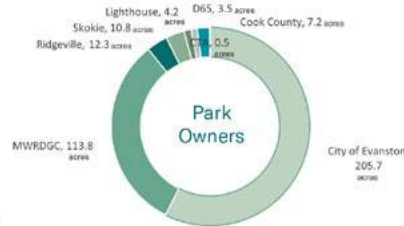


An expanded system
Create a connected series of nature corridors that connect to healthy natural resources

Different Types of Parks and Green Space



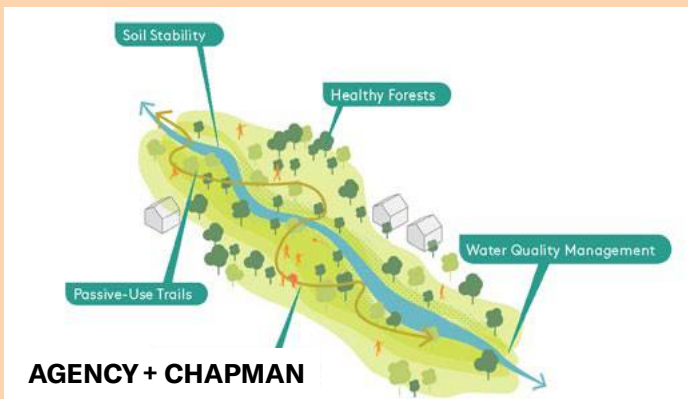
A range of park owners



Operating expenditures per acre of parkland



Operating expenditures per capita



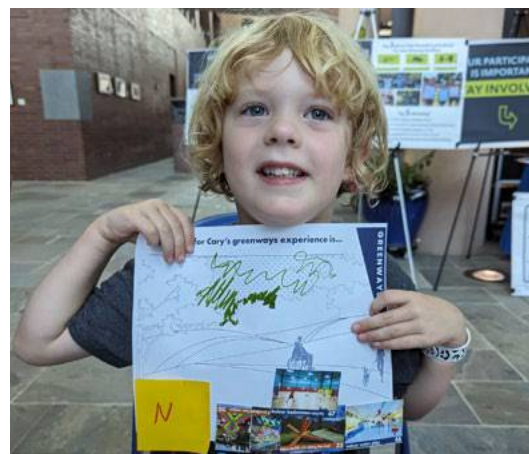
Howard County Land Preservation, Parks and Recreation Plan (LPPRP) | Howard County, MD

Led by Agency and supported by Chapman EcoLandscape, the 2022 Howard County LPPRP is the result of a 13-month research, engagement, and planning effort that aimed to expand access to programs and amenities, grow and preserve protected agricultural land, and enhance the long-term benefits of natural resources and open space – ensuring that the system will prosper for future generations. The project included an in-depth analysis of the county's recreation and park system and their amenities.



Burlington Great Streets - Main Street Project | Burlington, VT

Burlington's Great Streets Initiative seeks to bring a consistent identity to downtown and create vibrant and accessible public spaces. The updated streetscape will ground users in the surrounding ecological and urban fabric as they travel from Lake, to City, to Mountain. The project aims to improve pedestrian connectivity along the corridor, provide safe bike infrastructure for cyclists, and elevate Main Street to its fullest potential through the Great Streets downtown standards. The project team is led by VHB.



Cary Parks and Open Space Plan

Town of Cary

Cary, North Carolina

Ongoing

Reference

Paul Kuhn
Town of Cary, NC
PO Box 8005 / 316 North Academy Street
Cary, NC 27512
(919) 469-4360
Paul.Kuhn@townofcary.org

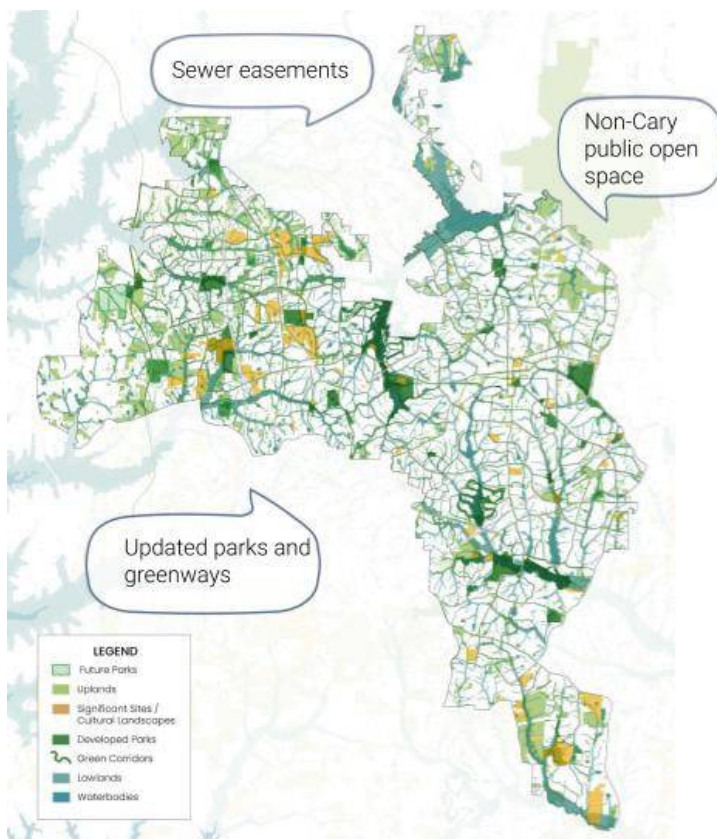
Agency is working with Cary, North Carolina, to update their Parks & Open Space Plan, which will create a roadmap to guide the growth of Cary's open spaces, parks, greenways, and facilities for the next 10 years. Cary's parks system has been recognized with the prestigious gold-medal award from the NRPA. This plan will identify how the park system can maintain high quality experiences, while also evolving to meet new needs.

Cary residents enjoy access to more than 90 miles of greenways and a diverse network of parks and sports, cultural arts, and recreation facilities. This robust system is a result of decades of proactive planning. Cary has grown rapidly over the past several decades; the population has doubled over the past 25 years and is expected to grow an additional 45% by 2050. Yet, despite rapid population growth, the park system has grown even faster. Per capita park

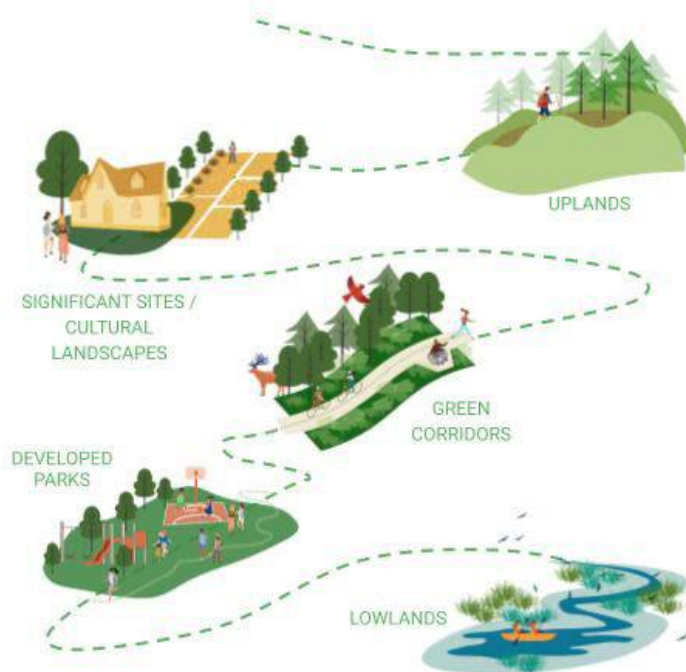
access has increased from 7 acres per thousand residents in 2003 to 15 acres per thousand residents in 2023.

The Parks and Open Space Plan will chart a course for the system's next decade, continuing to plan proactively for growth, while also evolving to meet changing needs. Cary is growing significantly more diverse: racially, ethnically, and in ages. Today, about 1 in every 4 Cary residents was born internationally, and about an equal number of residents are over 55 years old. Cultural relevance, international recreation needs, and age-friendly parks will be key themes of the plan.

Agency is working with the Eppley Institute for Parks and Public Lands at Indiana University and Heritage Strategies.



Cary's Network of Open Spaces



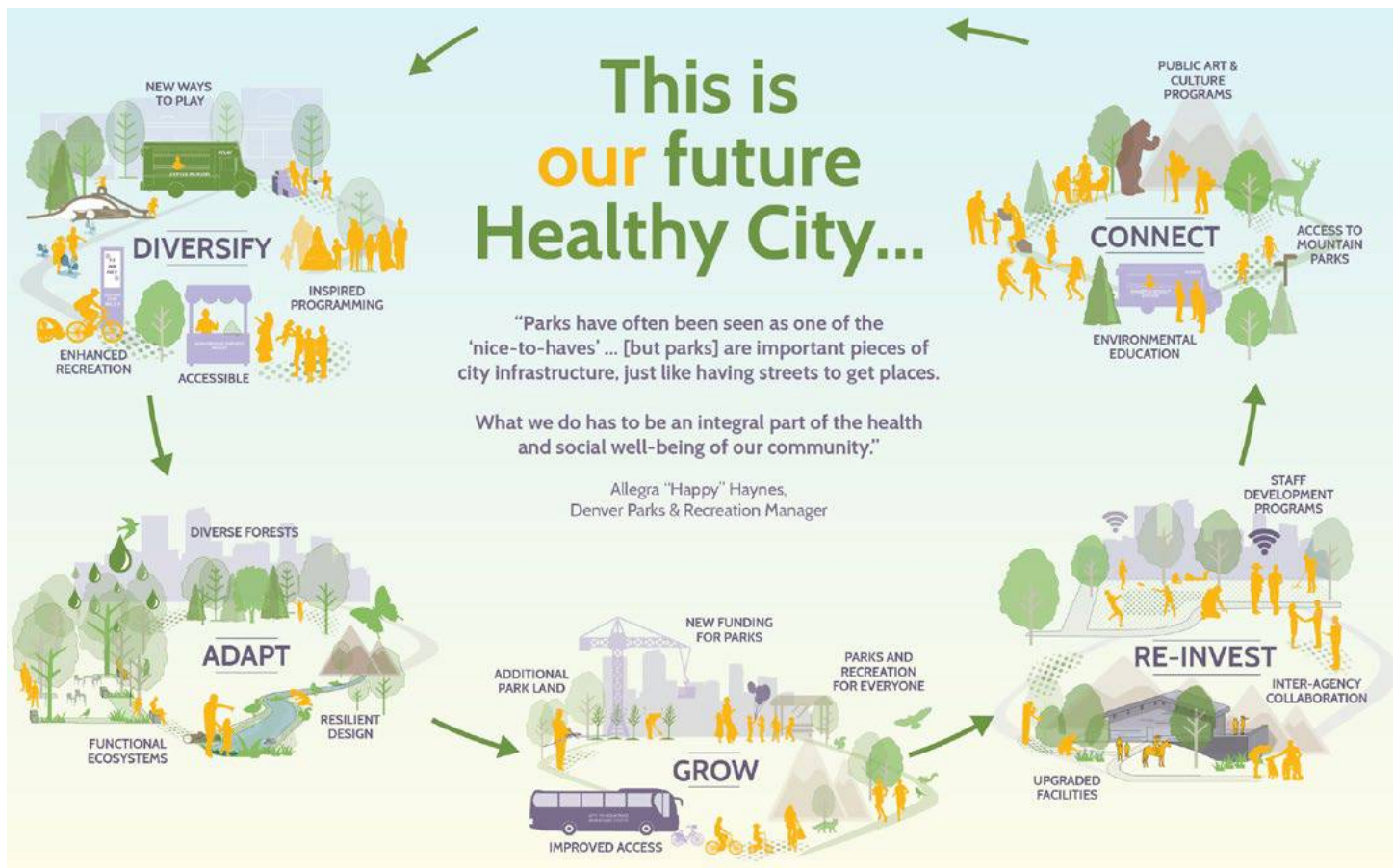
Burlington Parks, Recreation and Waterfront Master Plan † | Burlington, VT

Led and managed by Brie Hensold and Gina Ford while at Sasaki, in partnership with Heller & Heller Consulting, the Burlington Parks, Recreation & Waterfront (BPRW) Master Plan is the department's first comprehensive parks and recreation plan for the department. Through public meetings, an online interactive mapping tool and a statistically valid survey, a collaborative and engaging process ensured that the plan was driven by community input, needs and desires.



Franklin Park Action Plan | Boston, MA

Agency led the public engagement, planning, and programming for an effort led by Reed Hilderbrand in collaboration with MASS Design Group and a broad team of ecology, engineering, economic, and engagement experts. Throughout this 18-month project, which commenced in Fall 2019, the team undertook an equitable and inclusive planning and decision-making process to create a community driven master plan for an engaging and diverse Franklin Park.



Denver Game Plan[†] City and County of Denver

Denver, Colorado

2019

Reference

Gordon Robertson, Director
Parks Planning + Design + Construction
(720) 913-0615 Phone
(303) 349-9997 Cell
gordon.robertson@denvergov.org

The City and County of Denver's Game Plan for a Healthy City is a citywide parks and recreation plan for the next 20 years that proclaims that easy access to parks and open space is a basic right for all Denver residents. Built from input from more than 6,000 residents, stakeholders, and staff members, the Game Plan provides a roadmap for parks, recreation programs, and urban forest to serve the needs of all Denverites in the face of population growth and climate change. The Game Plan was led by Brie Hensold and Gina Ford while principals at Sasaki, and they continued to serve as the project's planning and design leadership while at Agency, working with the project manager and support team at Sasaki.

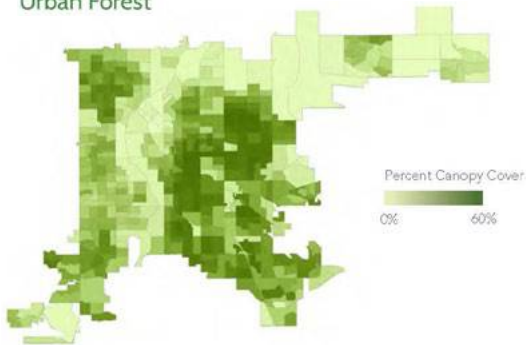
Denver's system is incredibly diverse, spanning urban plazas to large natural areas in the outlying mountains. However, today the system is facing unprecedented challenges environmentally and economically,

and it is not fully and equitably meeting the needs of all of Denver's growing and changing neighborhoods. The plan seeks to flip the mindset of recent parks investment, calling for a new vision that rallies around parks as essential public health and outlines five key strategies to:

- Adapt to the Changing Climate & Limited Resources,
- Diversify Parks & Recreation Services,
- Grow the Park System & Recreation Access,
- Reinvest in Denver's Parks & Recreation Resources & People, and
- Connect to Denver's Nature & Culture.

These strategies are informed by actionable policies, projects and programs and tied to recommended metrics and responsible parties for implementation.

Denver's Urban Forest



>242,000

Trees in Urban Parks + Rights-of-way
*2.2 million trees in Denver overall

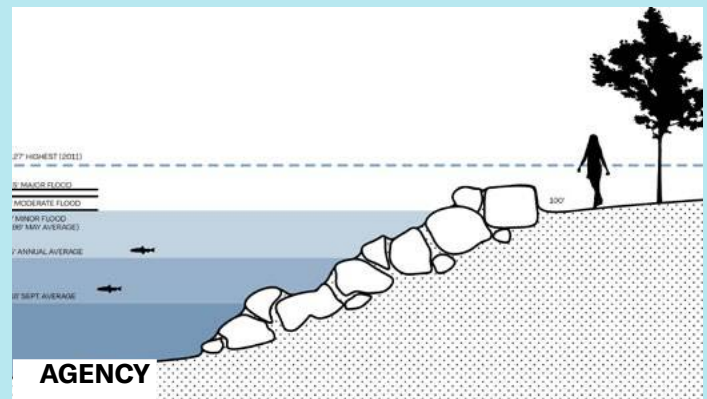
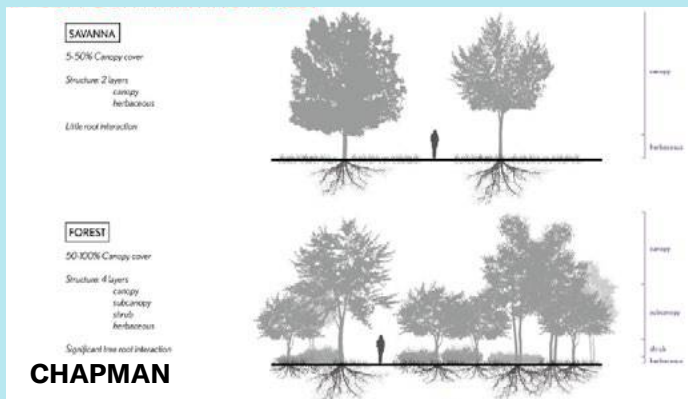
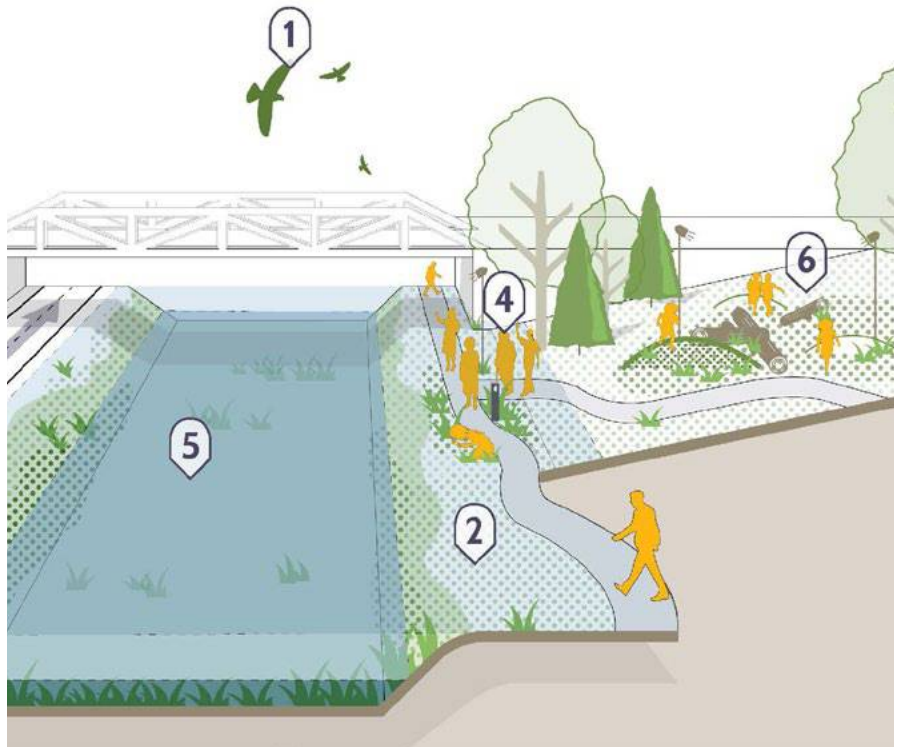
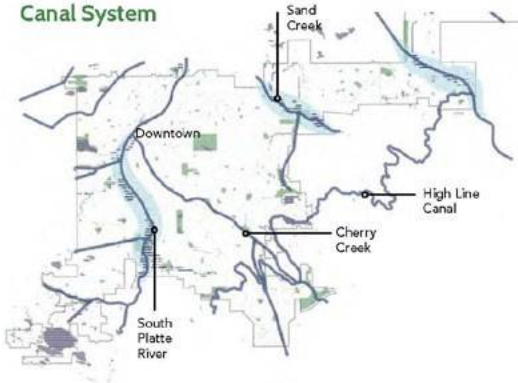
19.7%

Average Tree Canopy
Coverage in Denver

18%

of urban parkland (85 parks)
are in a floodplain

Denver's Creek and Canal System



Urban Forest Master Plan † | Cambridge, MA

The City of Cambridge retained Reed Hilderbrand to lead a team tasked with evaluating the climate resilience of the City's forests and recommending strategies to adapt the forest to future climate conditions. Kim Chapman, while at AES, was given the job of quantitatively modeling forest canopy change from 2008 to the present, and from the present to 2030 and 2070. This involved aggregating varying satellite imagery, LiDAR data, and field data to generate comparable statistics across the time period. Kim also contributed concepts, text, and recommendations for the technical report.

Perkins Pier | Burlington, VT

Located on the formerly industrial waterfront and vulnerable to lake flooding, Perkins Pier symbolizes both the past and future of Burlington. With the City of Burlington Parks, Recreation & Waterfront, and in collaboration with VHB and Moffatt + Nichol, Agency will establish a vision for Perkins Pier as a truly four-seasons destination, meeting the needs of Burlington residents today and as the city continues to grow and evolve. The plan will unite both the land and water on the site, and focus on integrating economic development, enhancing visitor experiences and residents' quality of life.

SCOPE OF SERVICES

Task 1: Assess Needs & Values

1.1 Project Start-up + Kickoff Meeting + Ongoing Coordination

To kick off the project, the Agency Team will lead the first leadership workshop, Project Kickoff, which will focus on the “state of Burlington’s open space” today, identifying strengths, weaknesses, opportunities, and threats, and ensuring we have a common language and interpretation of the plan’s aspirations and vision. It will include reviewing lessons learned from past planning efforts and discussing how this process can lead to successful implementation.

Highlights Tour: The Agency Team recommends that we do a brief tour of open space system highlights with members of the Staff Leadership Team and/or other City staff of Burlington’s open spaces.

The project start-up task will include the following:

- Review project schedule and key milestones.
- Establish a schedule of bi-weekly check-in calls to discuss project status, interim products, and receive guidance from the City’s project manager(s).
- Review a preliminary list of City and Agency Team roles and responsibilities with the City’s project manager(s).
- Discuss the project’s community engagement strategy and lessons learned from recent City engagement.
- Develop project visual identity including incorporating existing brand standards.

1.2 Analysis of Previous Plans and Studies + Research/Analysis

The Agency Team will review documents, GIS, and other data from the City and other publicly available datasets to understand the existing state, trends, and context of Burlington’s open spaces. This will include a review of and coordination with the UVM Spatial team.

The Agency Team will provide a data request list, which is anticipated to include data, plans, policies, maps, reports, and any other materials required to conduct the work as described in the scope of work. The City will transfer baseline data to the Agency Team for analysis, orienting the team to any known gaps, out-of-date elements, or areas in need of further review.

Task 1 review, research, and analysis will include:

- Review of prior plans (including but not limited to the 2000 Open Space Protection plan, 2014 Open Space Protection Plan and 2022 Nature Based Climate Solutions Addendum, Urban Forestry Master Plan, planBTV: Comprehensive Plan, ECOS Regional Plan - CCRPC, and Individual Park Plans)
- Identification of gaps in past approaches given the climate emergency
- With support from City staff, review of implementation progress to identify insights gained based on successes or lack of progress.
- Review of existing open space definition, typologies, and past mapping
- Equitable mapping to identify underserved communities and any inequities related to open space and tree canopy
- Review of existing open space system from landscape ecology perspective to identify high-level strengths/opportunities
- Incorporation of UVM’s Urban Tree Canopy Assessment mapping and findings

1.3 Staff + Stakeholder Focus Group Meetings

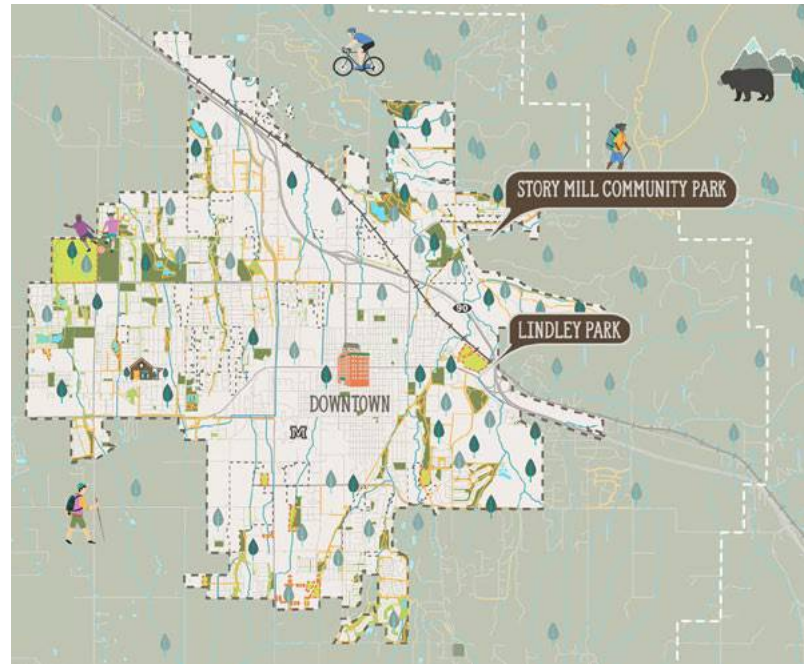
As part of the kickoff trip, the Agency Team will facilitate staff and stakeholder focus group meetings. These will be listening sessions, focused on understanding the existing state of Burlington’s open spaces and trees from staff perspectives. Discussion questions will focus on identifying strengths, challenges, and opportunities. The City team will have responsibility for identifying attendees, scheduling meetings, and communication with attendees.

1.4 Plan for Public Engagement

Agency will develop a Public & Stakeholder Engagement Work Plan outlining the strategy for community involvement in the Open Space Plan, with a focus on reaching communities that are traditionally excluded or underrepresented including areas with lower tree canopy/open space access.

While we plan to refine the exact methods with the City, we expect that the plan will include the following:

- **Interactive Community Workshops (2):** The Agency Team proposes two major workshops over the course of the project, aligned with key project milestones.
- **Online survey (1):** We will develop online survey with similar questions to the first in-person workshops to allow for broadened participation.
- **Pop-up engagement/Drop in at existing meetings/ events (1 toolkit):** The Agency team will develop a pop-up kit, adapted from the workshop materials, that can be deployed at existing meetings, programs/events, or highly attended locations. This could include a focus on going to community members in areas with lower open space/tree canopy. It could also include informational meetings with Neighborhood Planning Assemblies. The Agency team will participate in pop-up sessions that can be scheduled during existing projects trips, and the toolkit can be a resource that City staff could use at additional locations/meetings.
- **Website updates:** We will share copies of the engagement materials created for the interactive workshops with the City to upload to the project website. The City will be responsible for setting up, hosting, and maintaining the project website.
- **Meetings** with policy-making bodies including the Conservation Board, Parks Commission, Planning Commission, & City Council. Agency will participate in sessions that align with other planned trips and up to 2 virtual presentations throughout the course of the project.



Bozeman Parks, Recreation, and Active Transportation Plan, Bozeman, MT

Task 2 Envision the Future

2.1 Staff Leadership Meeting #2: Visioning Workshop

The second milestone meeting will be a Visioning Workshop to share findings from Task 1 and begin to look forward to goals and recommendations to address identified gaps and celebrate what is working well.

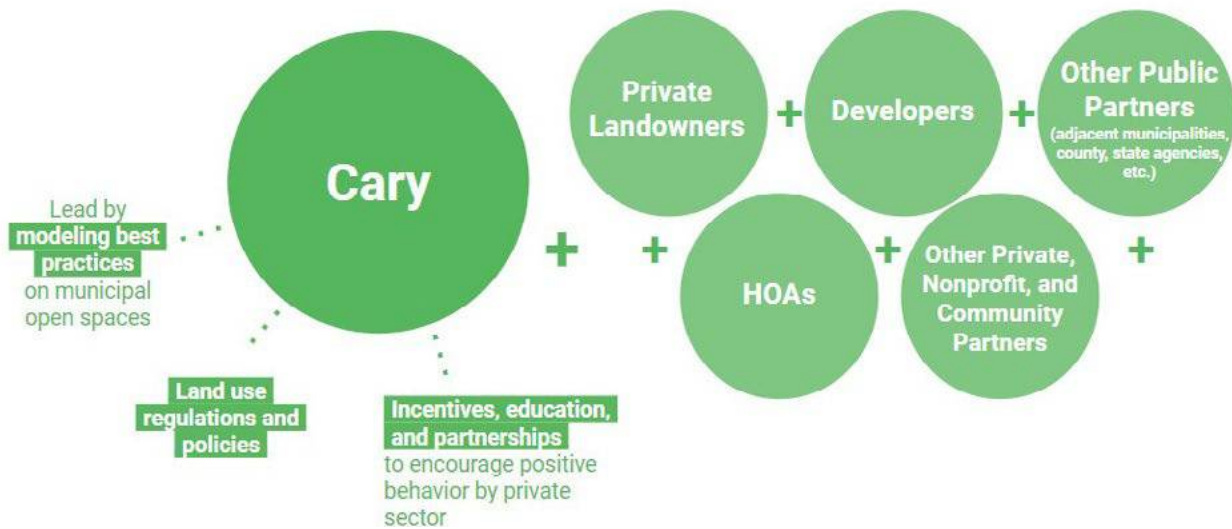
2.2 Community Engagement Wave 1: Visioning

This first wave of public engagement will focus on listening, education, and increasing awareness. Agency will provide a summary of the Task 1 analysis, highlighting findings about the existing open space system. For each engagement wave, Agency will develop engagement session materials (boards/slides/ feedback mechanism) and sign-in sheets. At the end of each engagement wave, Agency will analyze public feedback received and develop a summary of the results.

2.3 Vision and Updated Goals

Based on community, City, and stakeholder feedback, Agency will develop updated goals for Burlington's

Open space encompasses public to private lands, so implementation strategies will need to consider multiple actors for successful outcomes.



Cary Parks and Open Space Plan, Cary, NC

open space. These will build on past vision/goals from prior planning and recommend any updates based on analysis and input, including incorporating climate and equity. These goal statements will be the foundation of recommendations developed in the following project milestones.

2.4 Draft Recommendations

Building from the key findings, analysis, and input from City staff, stakeholders, and the community, Agency will develop draft recommendations. These recommendations will provide guidance for a collaborative approach among city staff, community leaders, local organizations, and citizens that can support Burlington's open space initiatives while balancing those with the development needs of a growing city. Anticipated drivers include: improving access in under-resourced areas and improving equity outcomes, increasing ecological function, and responding to climate change.

The Agency Team will develop draft recommendations that will address the following topic areas:

- Reducing inequities in open space and tree canopy
- Adapting to climate change and reducing environmental impacts
- Leading by example: modeling best practices on municipal open spaces
- Recommendations for how community members and developers can participate in sustaining and

strengthening Burlington's open spaces through education, volunteerism, and community input.

- Partnerships with other other public agencies or nonprofit organizations
- In collaboration with UVM and with input from City staff, identify suggested changes to the City's Tree Ordinance to support the plan vision and recommendations
- Recommend for future policy changes or financial considerations in support of the plan (policy language changes and financial recommendations will be the responsibility of the city)
- Recommended future implementation plans

Task 3: Create the Future Roadmap

3.1 Staff Leadership Meeting #3: Implementation Workshop

This final leadership meeting will be an Implementation Workshop will include leadership and other key staff/partners identified by the City project management team. It will focus on discussing and prioritizing implementation recommendations. If other partners will be central to plan implementation, they may be included in the workshop. This workshop will gather input on potential funding sources, equipment, and staffing needed to achieve and sustain goals

in the long term, including maintenance needs and potential challenges. The results of the implementation workshop, together with Wave 2 community input, will form the foundation of a draft Implementation matrix which will be included in the draft plan.

3.2 Community Engagement Wave 2: Action Plan

In the second wave of community engagement, the Agency Team will share the vision statement, goals, and draft recommendations and gather community feedback. Engagement will include a prioritization activity to understand community implementation priorities.

3.3 Draft Report + Implementation Matrix

Building from the Staff Leadership Implementation Workshop and Community Engagement Wave 2, the Agency team will develop a draft implementation matrix, outlining actions to be taken to meet the goals of the plan and responsible parties. The draft implementation matrix will be included in the draft plan. We would look to City staff to take the lead on financial needs, potential funding sources, staffing recommendations, and any desired cost estimation given your deep local knowledge of local funding opportunities and recent relevant construction costs.

The final report is anticipated to include two documents:

- **Open Space Plan** - highly visual summary version of key plan recommendations, intended for a public audience and reflective of Burlington's unique context.
- **Technical Report including Implementation Matrix** - more detailed technical report intended primarily for internal use. This document will combine deliverables from previous tasks.

The Agency Team will discuss the final report creation process with City staff to identify how it can proceed as smoothly as possible. The Agency Team will provide a report outline for review by City staff. The Agency Team will revise the outline based on City feedback before developing the draft report to ensure alignment of content.

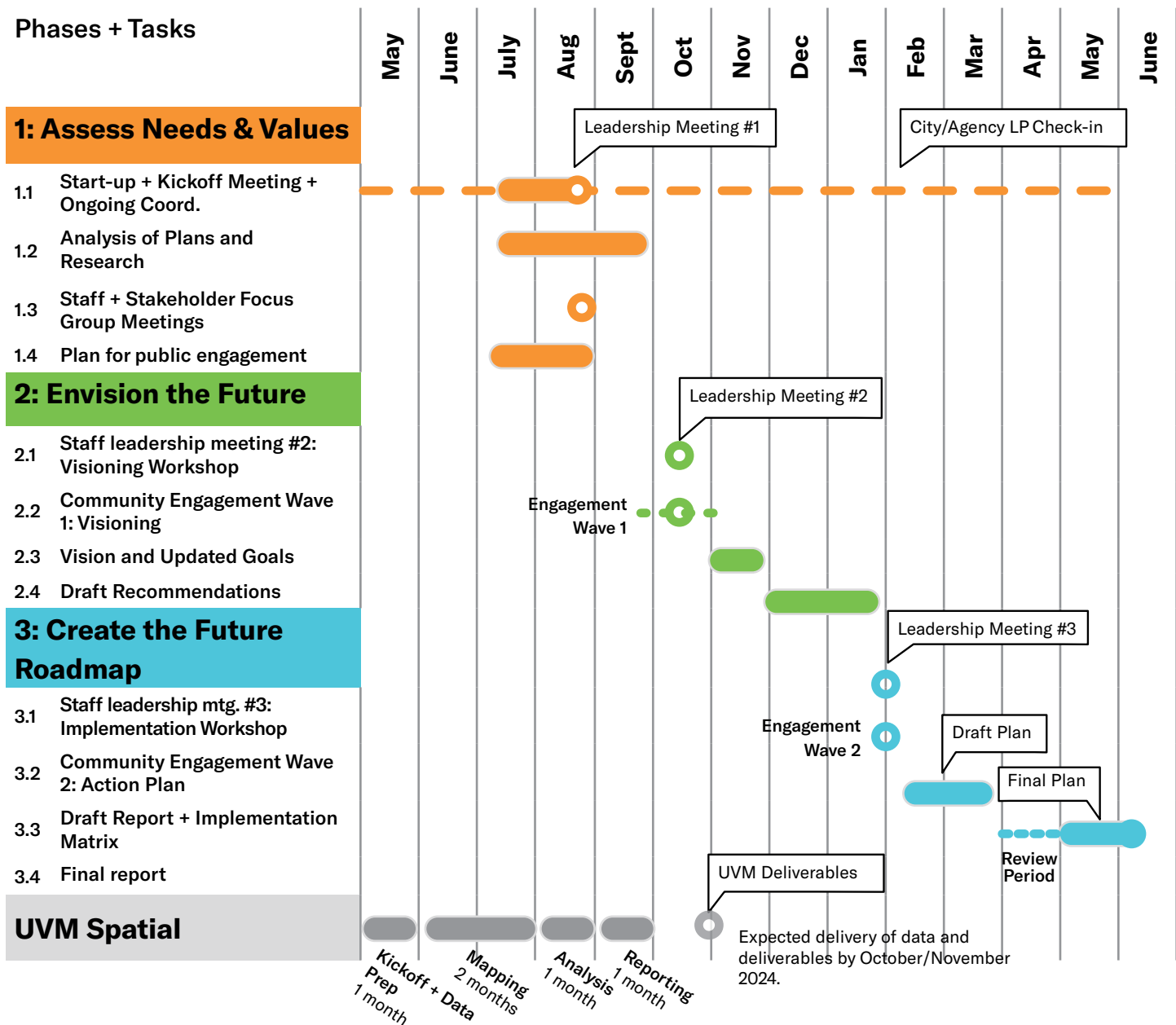
The Agency Team will provide the draft report to the City project management team for review. The City team will be responsible for reviewing the draft materials and requesting any desired feedback from other departments/agencies or other stakeholders. The City team will be responsible for reviewing all comments and providing the Agency Team with one consolidated, vetted set of requested edits on the draft materials.

3.4 Final report

The Agency Team will revise the draft report documents based on the edits list shared by City staff. The Agency Team will share the revised materials with City staff and will be available for 1 final round of edits to finalize the plan. These final edits could follow a public review window, if desired, or could reflect any final edits requested by City staff or other stakeholders.

Like the prior round of feedback, the Agency Team will look to the City to provide one consolidated, vetted set of requested edits on the plan. We find the review by the City project management team of any public, stakeholder, and departmental comments to be a critical step in the process because comments may sometimes conflict with one another or may not be advisable to incorporate. We will look to the City project management team to provide specific guidance for how comments should be incorporated at this point in the process. After making the second/final round of revisions, the Agency Team will deliver the final materials to City staff in digital format.

PROJECT SCHEDULE



Deliverables

- Data Request, including preferred file types
- Public & Stakeholder Engagement Work Plan
- Task 1 Analysis and Summary Presentation (shared in 2.1 Visioning Workshop)
- Presentation/content for Staff Leadership Meetings
- Community Engagement Wave #1 and #2 outreach materials (presentation materials/boards, feedback mechanisms, sign-in sheets, pop-up toolkit)
- Community Engagement Wave 1 and Wave 2 Feedback Summaries
- Project content updates for the project website

- Draft Open Space Plan and Technical Report
- Final Open Space Plan and Technical Report (Agency team will provide the plan document in digital format; City will be responsible for any printed copies)
- High res PDF (suitable for printing)
- Low res PDF (suitable for web viewing)
- Packaged Indesign file
- Key files and data generated as part of the project

Project Trip Assumptions:

- Agency: 3 trips, each 2 days
- Kim Chapman: 2 trips, 1-2 days

HOURS BY TASK

Team Member	Rhiannon Sinclair	Jill Allen Dixon	Landscape Designer/ Planner TBD	Agency Total	Kim Chapman
Project Role	Project Lead	Project Manager	Planner/ Designer		Ecologist
Task 1: Assess Needs & Values	25	43	104	172	37
Task 2: Envision the Future	27	48	112	187	37
Task 3: Create the Future Roadmap	26	52	140	218	18
			Total Hours	577	92

COST PROPOSAL

Team Member		Rhiannon Sinclair	Jill Allen Dixon	Landscape Designer/ Planner TBD	Agency Total	Kim Chapman
Project Role		Project Lead	Project Manager	Planner/ Designer		Ecologist
Task 1: Assess Needs & Values	Hours	25	43	104	172	37
	Fee	\$5,000	\$7,525	\$10,400	\$22,925	\$7,200
Task 2: Envision the Future	Hours	27	48	112	187	37
	Fee	\$5,400	\$8,400	\$11,200	\$25,000	\$7,200
Task 3: Create the Future Roadmap	Hours	26	52	140	218	18
	Fee	\$5,200	\$9,100	\$14,000	\$28,300	\$3,600
				Total Hours	577	92
				Total Labor Fee	\$76,225	\$18,000
				Expenses (project travel + engagement printing/supplies)	\$3,775	\$2,000
				Total Team Fee	\$100,000	

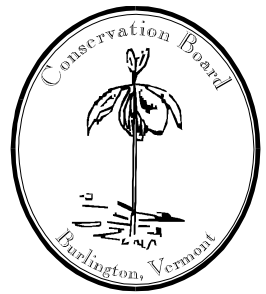
A

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Burlington Conservation Board

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Zoe Richards, Chair
Rebecca Roman, Vice Chair
Don Meals
Miles Waite
Ryan Crehan
Hannah Brislin
Kyle Tansley
Caryn Connolly
Leslie Spencer
Elizabeth Cunningham, Student



Request for Proposals (RFP) for Professional Planning Services Burlington VT, Open Space Plan

The City of Burlington is seeking proposals from an interdisciplinary firm or team of consultants that may include landscape architects, planners, urban designers, ecologists, environmental law experts, graphic designers and/or climate resiliency professionals to complete a comprehensive Open Space Plan for the City.

Issue date:	Friday, April 12 th , 2024
Questions due:	Friday, April 19 th , 2024 @NOON
Answers posted:	Tuesday, April 23 rd , 2024
Proposals due:	Tuesday, May 7 th , 2024 @NOON
Proposal review, award	Week of May 20 th , 2024
Contract signing, kickoff:	Week of May 27 th , 2024

Inquiries/submissions to: **Scott Gustin, AICP, CFM**
Principal Planner
Dept. of Permitting & Inspections
sgustin@burlingtonvt.gov
(802) 865-7189

The City requires that all related work, inclusive of planning and reporting, be completed by **August 30, 2025**. The City reserves the right to amend all dates. While this timeline may be subject to change, all participating parties will be notified.

*No Bids will be accepted or contracts awarded until Board of Finance approval and the execution of a contract and all required certifications between the City and a successful bidder are completed.

I. Project Overview

The Burlington Conservation Board, in collaboration with Parks & Recreation, City Planning, and Permitting & Inspections, is looking to address the management and resiliency of Burlington's urban forest and open spaces through the development of a comprehensive Open Space Plan.

Burlington is a vibrant small city on the eastern shores of Lake Champlain. The city benefits from an abundance of open space totaling almost 50% of its geographic area. The city's environmental ethic has pushed for preservation, adaptation, and access to its diverse open

The programs and services of the Dept. of Permitting & Inspections are accessible to people with disabilities. For accessibility information call 865-7188 (865-7142 TTY).

spaces. As Burlington continues to intensify in density to accommodate its increasing population, the City aims to continue its long-standing commitment to providing equitable access to quality open spaces.

While Burlington's original Open Space Protection Plan (2000) encompassed mainly 'green' spaces including natural areas, urban agriculture, parklands and green infrastructure, it acknowledged that urban greenspaces were necessary as an aesthetic and 'softening' of dense neighborhoods. By including urban greenspaces in this new plan, it is anticipated that private outdoor spaces will begin to play a bigger role in the plan and will serve to support a collective spirit of stewardship in addition to a sense of responsibility amongst city residents. Broadening the definition of open space to include civic spaces and greenways will not only support human health, but also enable us to connect networks and habitats that are unique to urban environments.

The Open Space Plan will build on past plans (listed in Section III) and take a multi-disciplinary approach to documenting the City's open spaces, updating open space goals, and identifying specific resource targets and timelines through a robust community-focused engagement process. The Open Space Plan will also fold in the Urban Forest Plan, as the two are interdependent and interrelated and should be mutually complementary rather than two separate plans. Additional goals for this Plan are identified in the Project Scope.

The project will be data-driven. The City has contracted with the University of Vermont Spatial Analysis Lab (UVM Spatial) to collect tree canopy and open space data through LiDAR and other imagery and to analyze the collected data. The selected consultant is expected to collaborate with UVM Spatial as part of this project in a dynamic way, as well as take the generated data and analysis, apply it to the plan, ensuring that the information is easily digestible in the final deliverables.

II. Project Background

The original [Open Space Protection Plan](#) (OSPP), adopted in 2000, grew out of a 1997 City Council Resolution calling for the creation of "a plan to protect important natural areas and open spaces." Under the direction of the Conservation Board and based on goals identified in the 1996 Burlington Municipal Development Plan, the 2000 Plan focused on: (1) Identifying, protecting and preserving natural areas and open spaces of local, regional, and statewide significance for the benefit of current and future generations; (2) Maintaining and improving the integrity of natural and recreational systems within the City; (3) Guiding development into the city center and neighborhood activity centers; and (4) Ensuring long-term stewardship and appropriate public access to natural areas and open space, including improved opportunities for pedestrian access and interaction throughout the City.

Through 2013 and into 2014, the OSPP was updated to build upon the foundation established by the original Plan. This effort not only focused on the open space inventory, reflecting changes in land use and development, but also depicted open spaces at a much finer scale than in the original inventory. With climate change identified as the 'defining challenge' of our time requiring urgent attention, the Burlington Conservation Board led

an effort in 2021 to create an addendum to the OSPP focused on nature-based climate solutions, which was later adopted in February of 2022.

The current [Urban Forestry Master Plan](#) (UFMP), adopted in 2002, focused on city-owned parklands and street trees. The document provided a comprehensive and multi-objective management plan for the City's urban forest as well as recommendations for the management and care of urban trees and related vegetation on all City-owned land. The 2002 UFMP addressed how the urban forest improves air and water quality, promotes energy efficiency, enhances noise control, improves urban aesthetics, fosters the mental and physical health and well-being of its citizens, and improves wildlife habitats. It also placed a monetary value on the urban forest canopy. However, the UFMP did not evaluate Burlington's urban tree canopy based on equity, propose any policies related to preserving and enhancing the urban forest, nor anticipate the challenges of climate change and loss of trees due to invasive insects.

More city plans that should be consulted can be found in Section III, Task 1. This new Open Space Plan will build on past City plans and establish a policy vision for open space inventory, management, access, and preservation going into the future.

III. Scope of Work and Final Products

This project will be led by a collaborative city team including Parks, Recreation and Waterfront, Permitting and Inspections, and City Planning. It will involve the work of the Conservation Board, Conservation Legacy Program, and the Parks Commission. Ultimately, City Council will consider adopting the plan when it is complete. The Consultant(s) will be working under the direction of City staff throughout the development of the project. The Consultant(s) will also be expected to independently collaborate with other relevant City Departments in order to gather and synthesize relevant information. Mapping and related data analysis will be performed by the University of Vermont's Spatial Analysis Lab. The selected consultant will work collaboratively with city staff and the Spatial Analysis Lab to provide a comprehensive final product.

The Open Space Plan is intended to identify both existing and potential connections between open spaces and the tree canopy, between people and the infrastructure that connects us. To do so, it is anticipated that the process will require:

- Utilizing the Urban Tree Canopy Assessment to be generated by UVM Spatial to evaluate ecosystem services provided by our urban trees and natural areas, and articulate their role in mitigating existing and forthcoming climate challenges that Burlington faces and will face, such as urban heat islands and in providing cooling areas.
- Analyzing data to inform future scenarios related to climate change.
- Identifying any inequities related to open space and tree canopy by neighborhood and propose steps towards narrowing any gaps.
- Building upon the foundation of the existing Urban Forestry Plan, Open Space Protection Plan, Nature Based Climate Solutions Addendum, Municipal Development Plan, and coordinate with the city's Parks, Recreation and Waterfront Comprehensive Plan, and the comprehensive plans for individual parks.

- Ensuring that existing and proposed Open Space goals align with other City plans.
- Establishing metrics for measuring progress throughout the next decade. A successful plan will cast a broader net to not only consider Burlington's forested landscape and traditionally 'green' open spaces in this Plan, but encompass all of the City's natural and urban areas and spaces and surrounding areas.
- Incorporating new goals and objectives as to how Burlingtonians need to manage their natural resources and urban ecosystems to contribute to climate solutions.
- Developing an implementation matrix that outlines actions to be taken to meet the goals of the plan. This matrix should also outline estimated costs, potential funding sources, equipment, and staffing needed to achieve and sustain goals in the long term, including maintenance needs and potential challenges.
- Identifying opportunities to educate residents on the value of trees and natural areas available to them, and potential partners to assist with this effort.
- Providing accessible recommendations for community members to participate in sustaining and strengthening our open spaces through education, volunteerism, and community input.
- Providing guidance for a collaborative approach among city staff, community leaders, local organizations, and citizens that can support our open space initiatives while balancing those with the development needs of a growing city.

The City has also pre-determined that one of the key results of this plan will include an update to the City's Tree Ordinance, which has not ever been revised. Along these lines, if additional policy, zoning, or ordinances need to be modified to support the plan, these should be identified in the implementation matrix.

This Plan will be crucial in the next five years as Burlington begins the process of updating both the Citywide Comprehensive Plan as well as the Parks, Recreation and Waterfront Comprehensive Plan*.

A breakdown of tasks and responsibilities is anticipated to generally include those outlined below. The City may negotiate additional services as needed or as identified the consultant's proposal.

A. **Task 1: Analysis of Previous Plans and Studies**

The consultant, with assistance from City of Burlington staff, will conduct an analysis of previously completed, pending, and recently adopted plans, studies, and policies to include, but not limited to, the following:

- [Open Space Protection plan \(2000\)](#)
- [Open Space Protection Plan \(2014\)](#)
 - [Nature Based Climate Solutions Addendum \(2022\)](#)
- [Urban Forestry Master Plan \(2002\)](#)
- [planBTV: Comprehensive Plan \(2019\)](#)
- [ECOS Regional Plan - CCRPC \(2018\)](#)
- Individual Park Plans

The analysis should include gaps in past approaches given the climate emergency, and any insights gained based on successes or lack of progress. The analysis should also look at

how past plans have enabled institutional and structural racism to proliferate, while implementation steps will prioritize addressing these harms and prioritizing implementation strategies to address inequalities. The analysis will serve as a starting point for the plan to build upon and for the consultants to consider in determining how to best engage the public (Task 2) and complete a report (Task 3) that is actionable and reflects Burlington's unique context.

Task 1 Anticipated Deliverables:

- Analysis and Summary Presentation: a summary of findings to be presented to the internal project team and relevant City boards/commissions. Summary materials will be accessible in both language and layout, as well as visually engaging.

B. Task 2: Public Engagement and Outreach

The Consultant will work with City to identify the most effective strategies to solicit, collect, and synthesize public comments using a variety of media including but not limited to the establishment of online presence with dedicated webpage, social media, and printed materials. The identified mechanisms should reflect best practices for equitable data collection to ensure that community members from throughout the city are included in the process, what ways in which we will creatively engage members of the public and how information will be shared. The Consultant will be responsible for facilitation and generating any information materials to be distributed/shared ahead of or during any public engagement. Any materials or content created for public education or will use accessible language and be easily translatable.

Anticipated engagement opportunities include:

- Informational meetings with Neighborhood Planning Assemblies, stakeholder groups (including BACA) and the general public.
- Public meetings (in-person and/or remote) with policy-making bodies including the Conservation Board, Parks Commission, Planning Commission, & City Council.
- Engage the community in the process and ask challenging questions about policy and private responsibilities.
- Identify geographies of deficient open space and/or urban canopy and develop dynamic engagement opportunities by 'going where they are' vs discreet, City led 'meetings.'
- Identify existing organizations and activities, particularly in areas of deficient open space/tree canopy, to engage, celebrate, codify, and support their missions.

Task 2 Anticipated Deliverables:

- Outreach Materials - standardized look and feel for the project to be used digitally and in print material and that will be consistent with the final plan.
- Stakeholder Engagement Work Plan, including but not limited to a meeting/event schedule and subsequent agendas and meeting minutes.
- Public Outreach and Comment Work Plan that identifies the best strategies for engaging the public in the outreach process and options for participation.

- Accessible and translatable content and materials for the City to use during public meetings and other outreach activities.
- Public & Stakeholder Engagement Report, which includes comments from public and stakeholders during engagement activities and synthesizes those comments into goals and objectives.

C. Task 3: Draft and Final Document Production

- Generate a Final Open Space Plan for Burlington which is visually engaging and easily accessible to all members of the public and that can be used as an education tool.
- The Final Plan should also include a technical report including data and analysis generated by UVM Spatial as an addendum, as well as identification of any policy (standards, ordinances, fees, for example) and financial needs to support the final plan.

Task 3 Anticipated Deliverables:

- Final Open Space Plan and technical report.
- Any raw files, documents, photos, images, data generated as part of the project.

Responsibilities of the City:

- Provide access to all available relevant geographic information, databases, plans, reports, studies and maps;
- Provide assistance and oversight of analysis as necessary; and
- Assist with coordination and execution of public process and outreach. Support dissemination of information and materials to promote process.

IV. RESPONSE FORMAT

Questions concerning this Request for Proposals (RFP) must be made via email to the point of contact above. Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP> by the noted date. Any revisions, addendums, and answers to questions received by the question deadline will be sent to consultants that attend the pre-proposal meeting.

Responses to this RFP must not more than 24 pages in length (12 double-sided or 24 single-sided pages), received per the schedule outlined on Page 1 to be considered. Proposals must be submitted electronically as a .pdf.

Applicants will receive a confirmation email once their proposal is received.

Please ensure that the document is easily printable in an 8.5x11 format. Responses must include the following:

- 1) Qualifications Details consisting of:
 - a) Cover letter including statement of understanding and approach to this project;

- b) **Proposed Project Team Members:** A description of the team composition, areas of expertise, and role of each member and sub-consultant on the team. Clearly indicate the applicant's designated project manager as well as sub-consultants who will be assigned to the work for the length of the project and their respective expertise in such work;
 - c) **Specific Project Experience:** Descriptions detailing completed, similar, or relevant project experience that the applicant has executed. Links to similar or relevant projects are encouraged;
 - d) **List of References:** Provide a minimum of three client references for which the applicant has provided similar planning and design services within the last five years. Include the name, telephone number, and email address of the contact person and a description of the role and services provided to that contact; and,
 - e) **Exhibit A (provided in this RFP):** Signed by a representative of lead consultant attesting that all terms, conditions, and procedures outlined in this RFP are understood and have been followed.
- 2) **Technical Proposal** consisting of:
- a) A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
 - b) A scope of work that includes steps to be taken, including any products or deliverables;
 - c) A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each sub-consultant by task;
 - d) A proposed schedule that indicates project milestones, including deliverables, and overall time for completion; and,
 - e) Any other information deemed necessary to address the requests of this RFP.
- 3) **Cost Proposal** consisting of: composite schedule by task of direct labor hours;
- a) An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant)

V. CONSULTANT SELECTION

Proposals will be reviewed and evaluated by City staff based on the information provided. Proposals will be rated according to the following criteria (Total of 100 points possible).

1. **Experience & Qualifications:** Qualifications and experience of staff identified to work on this project (including sub-consultants) and the role and time that each member will perform on the project. (15 pts)
2. **Project Understanding & Knowledge of Area:** Demonstrated understanding of the parameters of this project, its limitations and potential. (15 pts)
3. **Ability to Meet Schedule:** Identify strategies to be applied to complete the plan and

- deliverables within the identified timeline. (15 pts)
4. **Ability to Meet Budget/Value:** Outline how the project will be managed as related to proposed and anticipated additional costs. Estimate of resource allocations to each component of the project and availability of qualified staff. (25 pts)
 5. **Depth of Skills:** Depth or relevant technical experience in undertaking this type of project. (10pts)
 6. **Demonstration of Innovative Approaches:** How were similar projects approached, challenges addressed, and objectives achieved? (10 pts)
 7. **Quality, Clarity & Completeness of Submittal Package** (10 pts)

VI. SUBMISSIONS

Proposals and questions shall be submitted via e-mail to:

Scott Gustin, AICP, CFM

Principal Planner

Dept. of Permitting & Inspections

sgustin@burlingtonvt.gov

Additional submission requirements are as follows:

- Responses to this RFP must be received per the schedule outlined on Page 1 to be considered.
- Applicants are solely responsible for ensuring that proposals arrive on time.
- Each applicant **MUST** provide their submittal electronically as a PDF.
- Faxed proposals **WILL NOT** be accepted.
- Late replies **WILL NOT** be considered.

Communications

It is important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted with this RFP at the City website at: <http://www.burlingtonvt.gov/RFP>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

Other terms

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP and must be included as part of the final submittal (Exhibit A).

VII. EXHIBITS

- A. Exhibit A: Understanding of RFP Procedures, Terms, and Conditions
- B. Exhibit B: Draft Contract
- C. Exhibit C: Burlington Standard Contract Conditions
- D. Exhibit C-1: Burlington Standard Insurance and Indemnification Conditions
- E. Exhibit D: Burlington Livable Wage Ordinance Certification
- F. Exhibit E: Burlington Outsourcing Ordinance Certification
- G. Exhibit F: Burlington Union Deterrence Ordinance Certification

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

VIII. CONTRACTING

The consultant must qualify as an independent contractor and, 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 Standard Insurance and Indemnification Conditions (Exhibit C-1 in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

IX. 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 Consultant Conditions (Exhibit C and C-1) and the attached Draft Agreement.

X. LIMITATIONS OF LIABILITY

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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 of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultants 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.

XVI. 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.

Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: Contract Approval for Open Space Plan Rewrite

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	6/10/2024

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	6/4/2024	Bill Ward
Mayor's Office informed and approved memo	Yes	6/4/2024	Informed.
Board/Commission, if required (Conservation)	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	6/4/2024	Attorney Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/4/2024	Attorney Sturtevant
CAO has reviewed budget, financing, and memo	Yes	6/4/2024	Katherine Shad
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	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Pending BOF

Resolution Relating to

ALLOCATION METHOD AND STANDARDS FOR
COMMON AREA FEE FORMULA, AND ESTABLISHMENT
OF COMMON AREA FEES FOR THE CHURCH STREET
MARKETPLACE FOR FISCAL YEAR 2025

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

That WHEREAS, Sec. 326(a) of the City Charter provides that common area fees may be levied on taxable properties located within the Church Street Marketplace District (“Marketplace”) to defray the expenses incurred by the City of Burlington in connection with the operation, maintenance and repair of the Marketplace; and

WHEREAS, Sec. 326(b) of the City Charter provides that the City Council, after not less than one duly warned public hearing and after considering the advice of the Church Street Marketplace Commission (“Commission”), shall establish standards to aid in the determination of individual common area fees; and

WHEREAS, on March 16, 1992 the City Council resolved that the common area fees for the Marketplace shall be allocated on the basis of total ground floor square footage of buildings within the Marketplace and that this method of allocation shall be fixed in order to provide predictability, stability and foster long term planning and investment by property owners in the Marketplace; and

WHEREAS, pursuant to City Charter Sec. 326, the City Council is obligated to levy such common area fees in the proportion that it judges the properties to be benefited by the construction and/or operation of the Marketplace for the ensuing fiscal year no later than June 15th of each year, and upon 12 days’ notice to interested parties including the time, place and schedule of all proposed common area fees; and

WHEREAS, the Commission, after holding a public hearing on April 17th, 2024 voted unanimously to leave the common area fee for FY 25 unchanged from FY 24; and

WHEREAS, the Commission recommends that the City Council continue to approve the methods and standards used to establish the common area fee formula, and for FY 25 leave the fee unchanged at \$3.02 per square foot resulting in a total amount levied of \$733,404.42; and

WHEREAS, the Church Street Marketplace Department sent out notice of the time and place of the June 10, 2024 hearing, including a complete schedule of all common area fees to the landowners of record in the Marketplace by letter dated May 22, 2024; and

WHEREAS, the City Council, in setting fees has considered the extent to which each property within the Marketplace has been or will be benefited, including the extent to which the fair market value of the property has been or will be enhanced, by virtue of the construction and/or operation of the Marketplace;

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to City Charter Sec. 326(b), hereby re-adopts the existing standards for allocating common area fees, and levies common area fees for the fiscal year beginning July 1, 2024 and ending June 30, 2025 unchanged from the previous fiscal year as recommended by the Church Street Marketplace Commission as set forth in Attachment A and directs the Chief Administrative Officer to record this decision so that the amount assessed remains as a lien in the nature of a tax upon the properties so assessed until paid or otherwise discharged.

KA/HM/Resolutions 2024/*Allocation Method and Standards for Common Area Fee Formula, and Establishment of Common Area Fees for the Church Street Marketplace for Fiscal Year 2025*
June 10, 2024

Church St. Marketplace District

Common Area Fees FY25

West Side	Sq. Ft	FY25
		\$3.02
1-7	8,400	25,333.07
11-17	5,102	15,386.82
19-21	7,318	22,069.93
23	1,792	5,404.39
25-27	3,944	11,894.48
29-35	16,665	50,259.00
57-59	3,160	9,530.06
61-69	4,500	13,571.29
71-75	3,834	11,562.74
81-91	14,415	43,473.36
93-95	2,885	8,700.70
97	966	2,913.30
99-101	2,310	6,966.59
103-105	1,846	5,567.24
107-109	1,200	3,619.01
111	1,350	4,071.39
113-115	1,000	3,015.84
117	1,705	5,142.01
123-129	7,623	22,989.76
East Side	Sq. Ft	FY25
2-10	12,802	38,608.80
12-14	1,876	5,657.72
16-18	1,850	5,579.31
20-26	3,198	9,644.66
28	1,380	4,161.86
30	1,560	4,704.71
32	1,890	5,699.94
34-36	2,108	6,357.39
38-44	5,264	15,875.39
46-50	4,836	14,584.61
52-54	6,016	18,143.30
56-58	6,016	18,143.30
62	529	1,595.38
66-78	6,890	20,779.15
80-84	3,708	11,182.74
86-88	1,554	4,686.62
90-96	8,372	25,248.63
98-100	3,618	10,911.31
102	1,752	5,283.75
104-106	2,080	6,272.95
108-110	2,640	7,961.82
112	1,560	4,704.71
114-116	3,082	9,294.82
180 College	126	380.00
118-126	3,413	10,293.07
128-130	1,440	4,342.81
132-134	1,620	4,885.66
136-140	3,726	11,237.03
142-144	2,548	7,684.36
146-148	2,175	6,559.46
150	1,518	4,578.05
154	1,518	4,578.05
156	1,587	4,786.14
47-55	24,904	75,106.52
37-43	24,013	72,419.40
	243,184	733,404.42



To: Burlington City Council
From: Church Street Marketplace District Commission
Date: May 20, 2024

Re: Marketplace Commission Fee Recommendations for FY25

As Chairperson of the Church Street Marketplace District Commission, I would hereby like to communicate the following fee suggestions, unanimously passed by the Commission, to City Council for fiscal year 2025:

1) Downtown Improvement District (DID) Fees

The Church Street Marketplace Commission respectfully suggests that DID fees remain unchanged for FY25 at \$0.035 per \$100 in assessed value

2) Church Street Marketplace Common Area Fees

The Church Street Marketplace Commission respectfully suggests that the Church Street Marketplace Commission

Sincerely,

Mark Bouchett
Chair, Church Street Marketplace District Commission



May 22, 2024

TO: Church Street Marketplace District Property Owners
FROM: Kara Alnasrawi, Director of Business & Workforce Development
RE: **NOTICE OF PUBLIC HEARING – SETTING COMMON AREA FEES FY25**
Monday, June 10, 2024, no earlier than 6:00 PM Burlington City Hall

A public hearing will be held during the regular meeting of Burlington City Council on **Monday, June 10, 2024 no earlier than 6:00PM**, in person at Contois Auditorium, Burlington City Hall, 2nd floor, 149 Church Street, Burlington, Vermont 05401 or by video conference, accessible by link on the City's website, to be posted no less than 48 hours prior to the hearing on the standards to aid in the determination of common area fees and on the annual common area fees for properties in the Church Street Marketplace District proposed by the Church Street Marketplace Commission.

The Marketplace Commission is proposing a continuation of the current standards, which include a per-square-foot cost based on a building's ground floor square footage, and for that cost to remain at \$3.02 per-square-foot for all properties, along with the recommendation Common Area Fee spreadsheet:

https://churchstmarketplace.com/client_media/files/Rules%20and%20Regs/CSM%20Common%20Area%20Fees%20FY%2025_Attachment%20A.pdf

(www.churchstmarketplace.com/marketplace-commission "Common Area Fees FY25")

The provisions applicable to common area fees can be found in the Burlington City Charter, Title VIII, Section 326, which can be located on the City website.

Any assessed party who feels aggrieved by this proposal may appeal the assessment to the City Council by delivering the appeal, in writing, to the City Clerk at City Hall, 149 Church St., Burlington, Vermont. The written appeal may be delivered by any means, but must be received by the City Clerk prior to the public hearing to be considered. Following the public hearing, the Council will make a final determination of the common area fees to be assessed.

For further information please contact:

Kara Alnasrawi

Director of Business & Workforce Development

kara@burlingtonvt.gov

802-238-1910

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Kara Alnasrawi
 Title/Subject: Setting Marketplace Common Area Fees

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	6/10/2024

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	5/15/2024	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	6/4/2024	Joe Magee
Board/Commission, if required	Yes	5/15/2024	Unanimously Approved
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/28/2024	Hayley McLenahan
CAO has reviewed budget, financing, and memo	Yes	6/3/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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