

**AGREEMENT BETWEEN
THE CITY OF SARATOGA SPRINGS, NY
AND
BEHAN PLANNING AND DESIGN**

This Agreement (“Agreement”) is made by and between the City of Saratoga Springs, New York (the “City”) with a place of business at 474 Broadway, Saratoga Springs, New York 12866, and Behan Planning and Design (the “Consultant”) with a place of business at 112 Spring Street, Saratoga Springs, New York, 12866.

WITNESSETH THAT:

WHEREAS, the City has entered into an agreement (#39520) with the New York State Energy Research and Development Authority (NYSERDA) for funding through the Cleaner, Greener Communities Program, Phase II: Category 2 for a Unified Development Code Zoning Update to revise the City’s zoning ordinance, subdivision regulations, and building and construction standards and details to synchronize current policy and regulatory documents, incorporate new sustainable initiatives, and to provide a regulatory framework for the implementation of the 2015 Comprehensive Plan Update; and

WHEREAS, the City issued a Request for Proposal from qualified firms to provide professional planning, design and sustainability analysis services towards this effort; and

WHEREAS, the Consultant has submitted a proposal in response to said request; and the Consultant is trained and proficient in the field of urban planning services; and

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a Request for Proposal (RFP#: 2015-05 Unified Development Ordinance Project), the Consultant submitted a revised proposal dated July 30, 2015 (the “Proposal”), which is attached hereto as Exhibit A. The Consultant shall provide to the City the products and services set forth therein. The Consultant assumes full responsibility for the provision of the products and services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposal dated July 30, 2015.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A not to exceed One hundred twenty-eight thousand nine hundred and ninety five dollars (\$128,995), a copy of which is annexed hereto and made a part hereof. No City employee, including the Project Manager named in Section 8, has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. The Consultant and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Consultant at least ten (10) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally Incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled. Additionally, in the event of any violation by the City of any of the terms of this Agreement, the Consultant may terminate the Agreement without notice.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Consultant shall provide itemized statements quarterly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City.

8. NOTICE

The Mayor, or the Mayor's representative, is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Consultant is Michael B. Allen.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor Joanne D. Yepsen
City of Saratoga Springs
474 Broadway, Saratoga Springs, New York 12866

With a copy to: Secretary to the City Council
City of Saratoga Springs
474 Broadway, Saratoga Springs, New York 12866

To Consultant : John J. Behan, AICP
Principal - Planning
Behan Planning and Design
112 Spring Street
Saratoga Springs, New York 12866

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Consultant, the City may disclose to Consultant information that is proprietary or confidential Information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated

as confidential by the Consultant. The Consultant shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Consultant agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Consultant's possession prior to its being furnished to the Consultant by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases, the Consultant shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Consultant from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Consultant representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Consultant. The Consultant shall be permitted to retain one copy of internal memoranda and other documents, developed by the Consultant during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Consultant's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

Consultant will provide all Instruments of Service to the City for use in this project and the City is given full unrestricted license to use, reproduce, and alter these Instruments of Service for the purposes for which they were prepared. The Consultant grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any reports, documents, tools or techniques delivered by the Consultant under this Agreement.

11. RETENTION OF RECORDS

The Consultant shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Consultant for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

12. CONFLICTS OF INTEREST

The Consultant represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Consultant shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder without the express written approval of the City. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Consultant's website. The Consultant shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Consultant shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Consultant in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, New York or represent him or herself as an employee of the City of Saratoga Springs, New York.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, New York; its elected and/or appointed officials, officers, agents, employees and for the Consultant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Consultant's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Consultant acknowledges

that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Consultant utilizes a subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an *Additional Insured on a primary and non-contributory basis* for all those activities performed within its contracted activities for the contact as executed.

Before commencing work under this Agreement, the Consultant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, New York; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Consultant has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Consultant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail marilyn.rivers@saratoga-springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

- a. The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
- b. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
- c. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant.
- d. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
- e. The Consultant may utilize umbrella / excess liability coverage to achieve the

limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).

- f. The Office of Risk & Safety Management must approve all insurance certificates.
- g. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.
- h. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by AM. Best (Current Rate Guide).
- i. If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following:
 - (1.) immediate termination of the contract;
 - (2.) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (3.) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- Commercial General Liability including Completed Products and Operations and Personal Liability Insurance: Two Million Dollars per Occurrence with Four Million Dollars Aggregate
- Professional Liability Insurance: One Million per Claims with Two Million Aggregate

Required Workers Compensation Insurance - Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

16. LIABILITY

The Consultant assumes all risks in the performance of all its activities authorized by this Agreement. The Consultant hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, New York; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or Injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or

occurrences. The Consultant shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Consultant, its Consultants, subcontractors, agents, or employees. The Consultant's responsibility under this section shall not be limited to the required or available insurance coverage.

18. FORCE MAJEURE

Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

19. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

21. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Consultant herein may not be assigned without the prior written consent of the City.

22. ASSIGNMENT

The Consultant shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or

modifications hereto to any other person, company, or corporation.

23. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

24. WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, New York or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that;

Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

25. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of NYS General Municipal Law

By submission of this quotation, the Consultant and each person signing on behalf of any Consultant certifies, and, in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this quotation have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor; and

Unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or Indirectly, to any other Consultant or to any competitor; and

No attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

26. APPENDICES

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement

Appendix A: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:
Exhibit A: Revised proposal dated July 30, 2015.

27. EXECUTION

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Consultant Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

CITY	CONSULTANT
Signature: _____	Signature: _____
Date: _____	Date: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

City Council Approval Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK

SS:

COUNTY OF Saratoga

ON THIS ___ DAY OF SEPTEMBER 2015 BEFORE ME PERSONALLY CAME _____ TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES IN Saratoga Springs, NY, THAT HE/SHE IS THE _____ OF Behan Planning and Design, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY THE ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS NAME THERETO BY LIKE ORDER.

NOTARY PUBLIC



Vendor / Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- **Legal:** Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- **Conflict of Interest:** The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- **Wages & Benefits:** Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- **Health & Safety:** Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Working conditions:** Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- **Right to organize:** Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- **Subcontractors:** Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: _____

Title: _____ Date: _____

Company Name: _____

July 30, 2015

Hon. Joanne Yepsen, Mayor
City of Saratoga Springs
City Hall
474 Broadway
City of Saratoga Springs, NY 12866



RE: Saratoga Springs Unified Development Ordinance - Proposal

Honorable Mayor Yepsen:

Thank you and the committee again for meeting with us to discuss our professional services proposal for the *Unified Development Ordinance Project*. We are very committed to working with the city and hope that we can be of service to you for this important effort.

Our proposed scope of work would be as follows:

Task One: Project Management & Report

- Behan Planning and Design shall assist the city with the selection and creation of an Advisory Committee which will periodically meet and review draft project materials. It is anticipated that this committee would consist of approximately six to eight representatives of the relevant city departments or boards.
- Behan Planning and Design will provide "review checkpoints", such as copies of any diagnostic reviews, recommended changes, draft outlines and copies of the draft code, over the course of the work to provide the city staff and the public regular opportunities to review the progress and ensure a totally open and transparent project. These materials will be hosted online and made available to the public.
- Behan Planning and Design, in association with sustainability specialists Brendle Group, will form a Team to prepare and submit a *Project Execution Plan*, with draft Project Benefits Metrics Report (PBMR), for review and approval by NYSERDA as required by the grant. The draft PBMR shall include proposed performance metrics, projected benefits, methods for data collection and calculations along with a project schedule and milestones for key project activities.
- Behan Planning and Design shall coordinate the project with the City of Saratoga Springs and subconsultants, participate in monthly conference calls, prepare meeting minutes and provide general project management.
- Our Team shall prepare a (draft and final) "*Technology Transfer*" report at the completion of the project, describing the work performed and the associated results, to NYSERDA for review and comment.
- The City of Saratoga Springs shall provide in-kind services to support the project including planning, engineering, city attorney, etc., process invoices related to the NYSERDA contract, track expenses, assist with and participate in the public outreach process, contribute to the project metrics reporting as well as prepare and submit Quarterly Progress Reports.

Task Two: Diagnostic Review

- Our Team shall conduct a diagnostic review of the latest Comprehensive Plan, zoning ordinance and subdivision regulations. This review will serve to identify what changes are required to bring the city codes into compliance with the new Comprehensive Plan, synchronize related city policies and standards, and identify other recommended changes which would improve the sustainability of the city.
- Behan Planning and Design will conduct interviews with key city officials and staff to identify other elements which should be incorporated into the new development code, or edits to the zoning which

112 Spring Street, Suite 305
Saratoga Springs, New York 12866
Phone (518) 583-4335
info@behanplanning.com

151 South Main Street, Suite 200
New City, New York 10956
Phone (845) 499-2060
www.behanplanning.com

should be made as part of the transition.

- Behan Planning and Design will prepare a *Draft Diagnostic Review Report*, which will outline all of the items identified in the analysis and interviews and submit this to the Advisory Committee for consideration prior to a review meeting. Based on discussions, the *Draft Diagnostic Review Report* will be adjusted as necessary and submitted to NYSERDA.

Task Three: Public Workshops & Code Outline

- Behan Planning and Design will assist the city with public outreach to stakeholders to garner input and will coordinate draft work product review with the Advisory Committee.
- Behan Planning and Design will assist the city in branding this initiative as a cooperative effort toward continued, well-planned economic development while conserving and enhancing the special resources that make Saratoga Springs such a special place so these values can be sustained into the future.
- Behan Planning and Design shall facilitate up to two (2) Public Workshops/Charrettes to present the findings of the *Diagnostic Review*, solicit input on further improvements to the code and discuss potential design changes. The specific design focus of the workshop or charrette can be determined by the city after the start of the project.
- Behan Planning and Design shall prepare a detailed outline of the new code based on the recommendations of the *Diagnostic Review Report* and the public workshop input. This outline would establish the basic organizational structure of the new code, identify what elements would be in each section, identify proposed changes in each section and outline any new goals, standards or policies which should be incorporated into each. The *Draft Code Outline* shall be submitted to the Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA. This document will serve as a blueprint for the development of the Unified Development Code moving forward.

Task Four: Unified Development Ordinance Draft (50% Schematic Draft)

- Behan Planning and Design shall prepare a *50% Schematic Draft* of the proposed new Unified Development Code. This first draft shall include all of the existing zoning language, as well as new language, organized and presented in a "redline/blueline" (track changes) format to make it very easy for all parties to see what is proposed to be added, changed or deleted from the existing code. The *Schematic Draft* shall be submitted to the Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA.

Task Five: Unified Development Ordinance Draft (75% Preliminary Draft)

- Based on the draft comments, Behan Planning and Design shall continue to advance and refine the code into a *75% Preliminary Draft*. This draft shall include all of the existing and proposed zoning language presented in track-changes format, including additional charts, supporting illustrations and photographs as they are developed. The *Preliminary Draft* shall be submitted to the Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA.

Task Six: Unified Development Ordinance Draft (95% Public Review Draft)

- Behan Planning and Design shall continue to advance and refine the code into a *95% Public Review Draft*. This draft shall include all elements and content anticipated to be in the final code. The *Public Review Draft* shall be submitted to the Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA.
- Behan Planning and Design shall present the *95% Public Review Draft* at a public workshop meeting to review the proposed changes and solicit community feedback. This meeting shall be advertised in advance

with materials made available on the city website so that interested members of the public can be informed, review the work and provide comment. All comments received during this period will be collected and documented as part of the work.

Task Seven: Final Unified Development Ordinance Draft (100%)

- Behan Planning and Design shall finalize the previous draft based on public comments and input from the Advisory Committee, and prepare the final draft for adoption.

Task Eight: SEQR and Final Adoption

- Behan Planning and Design shall prepare a Long or Short Form Environmental Assessment Form to assess the proposed zoning changes, and will assist the city in preparation of related resolution for the SEQR determination necessary for City Council Adoption. Behan Planning and Design will assist the city staff in the presentation of the proposed ordinance for adoption by the City Council. The final code shall be printed and presented to the City Council.

Schedule: 12 months.

Total Lump Sum Fee: \$128,995. Invoicing will be based upon percentage completion of the project tasks. We will complete the scope of work outlined herein for the lump sum fee which includes expenses.

Additional services beyond those specified above would be available at an hourly rate as/if requested by the city. If you have any questions, please do not hesitate to call me. In advance, thank you for the opportunity to be of service.

Respectfully submitted,



John J. Behan, AICP

PROPOSED BUDGET - Saratoga Springs Unified Development Project

	Behan Planning and Design					Brendle Group				BSK	Hours	Task Total
	John Behan, Principal-of- Planning	Cynthia Behan, Principal-of- Landscape Architecture	Michael Allen, Senior Planner / Project Manager	Rick Lederer- Barnes, GIS Specialist	Kara Smith, Landscape Designer	Judy Dorsey, President	David Wortman, Senior Program Manager	Shelby Sommer, Planner	Support Staff	Robert Feller, Attorney		
Billing Rate	\$165	\$150	\$125	\$100	\$90	\$190	\$130	\$90	\$90	\$200		
SCOPE OF WORK												
Task 1 - Contract Management & Report	5	8	85			2	10	24			134	\$16,490
Task 2 - Diagnostic Review	20	5	45		8		12	30			120	\$14,655
Task 3 - Public Workshops & Code Outline	8	15	65		20		4	20			132	\$15,815
Task 4 - 50% Schematic Draft	6	8	95		25		2	4			140	\$16,935
Task 5 - 75% Preliminary Draft	6	20	80	15	50		2	4			177	\$20,610
Task 6 - 95% Public Review Draft & Presentation	12	12	75	8	65		12	4			188	\$21,725
Task 7 - 100% Final Draft		6	70		70		2	2			150	\$16,390
Task 8 - SEQR and Final Adoption	2		30								32	\$4,080
											0	\$0
											0	\$0
Total hours	59	74	545	23	238	2	44	88	0	0	1073	
Per person cost	\$9,735	\$11,100	\$68,125	\$2,300	\$21,420	\$380	\$5,720	\$7,920	\$0	\$0	\$0	\$126,700

Printing, postage \$600
 Travel Expenses \$1,695
Project Total \$128,995