

# Addison County Regional Planning Commission

14 Seminary Street Middlebury, VT 05753 • www.acrpc.org • Phone: 802.388.3141

July 5, 2022  
Via email

Kevin Hanson  
Chair, Bristol Planning Commission

Re: Contract and workplan for ACRPC to work with the Town of Bristol to revise its bylaws in support of housing.

Dear Kevin:

Per our previous correspondence, enclosed please find a proposed contract for ACRPC to work with the Town of Bristol to modernize its Unified Development Regulations. Please review this proposed contract. If it meets your satisfaction, please have an authorized agent from the Town of Bristol execute it and return it to me. I will sign it, return a copy to Bristol and commence work on the project. If you have questions or concerns about the contracts scope or terms, please call me or contact me via email.

We look forward to continuing our work with the Town of Bristol to support its efforts to create and build all types of housing.

Best  
  
Adam Lougee, Director

- |           |            |            |           |             |           |           |
|-----------|------------|------------|-----------|-------------|-----------|-----------|
| Addison   | Bridport   | Bristol    | Cornwall  | Ferrisburgh | Goshen    | Leicester |
| Lincoln   | Middlebury | Monkton    | New Haven | Orwell      | Panton    | Ripton    |
| Salisbury | Shoreham   | Starksboro | Vergennes | Waltham     | Weybridge | Whiting   |



**ADDISON COUNTY REGIONAL PLANNING COMMISSION  
AGREEMENT WITH  
THE TOWN OF BRISTOL  
FOR CONSULTING SERVICES**

**Project: Aid the Town of Bristol to amend its Unified Regulations to improve housing opportunities within its village center to implement its Town Plan.**

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This agreement is made this \_\_\_ day of July, 2022 by and between the Addison County Regional Planning Commission, hereinafter referred to as “**ACRPC**” and the Town of Bristol, hereinafter referred to as “**Bristol**.”

Whereas, **ACRPC** proposes to serve as a consultant to aid **Bristol** in amending its Unified Development Regulations to provide more opportunities for housing within its village Center;

Whereas, **Bristol** desires to hire **ACRPC** as its consultant;

Whereas, the **ACRPC** is ready, willing, and able to perform the required services;

Now therefore, in consideration of these premises and the mutual covenants herein set forth, the parties agree as follows:

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**1. SCOPE OF WORK**

**ACRPC** agrees to help **Bristol** amend its Unified Regulations to improve opportunities for developing housing within its Village Center Planning Area to implement the vision of its town plan. **ACRPC** shall work with the Bristol Planning Commission and Bristol Zoning Administrator Kris Perlee to amend the existing regulations. The project will: a. update Bristol’s understanding of housing needs, costs and availability; b. describe potential ways to meet the needs, e.g. more ADUs, more multi-family units, smaller units, and c. suggest bylaw reforms that would enable and encourage the need changes.

**ACRPC** also hereby incorporates the Scope of Work outlined in Bristol’s Scope of Work for a bylaw Modernization grant as stated in its grant application scope dated December 20th, 2021 incorporated herein and attached hereto as Exhibit A and the Scope of work outlined in Section 1.2 and its subsections and the Tasks in Section 3 of Bristol’s Request for Proposals, entitled, “Bylaw Review and Updates to Address Appropriate and Affordable Housing in Bristol.” incorporated herein and attached hereto as Exhibit B.

**2. TIME SCHEDULE**

**ACRPC** and **Bristol** agree to use their best efforts to complete the work to be performed under this agreement by no later than December 31, 2023, pursuant to the timeframe laid out in Bristol’s grant agreement with the State of Vermont, Department of Housing and Community Development dated January 20, 2022, which provided the grant to fund this work.

**3. BEGINNING OF WORK AND TERMINATION**

This agreement shall be effective as of July 1, 2022. The parties agree to work together on the regulations through the time schedule noted in Section 2 of this agreement.

**4. THE AGREEMENT FEE**

**Rate Schedule:** Bristol agrees to pay ACRPC up to NINE THOUSAND, EIGHT DOLLARS (\$9,800) based upon time billed at its audited rate, plus expenses incurred. to complete as much of the work as possible within the timeframe noted above. The parties agree to work together to fund and complete work on the Subdivision Regulations beyond this agreement, should additional time be necessary.

**5. PAYMENT PROCEDURES**

Invoices for the work shall be submitted on a monthly basis with the last invoice submitted prior to July 30, 2019 to **Bristol**; Attn: Valerie Capels C/o Town of Bristol P.O. Box 249 Bristol, VT 05443. **Bristol** will pay the invoice within 30 days of its receipt.

**6. COVENANTS**

**A. Indemnification:** Bristol agrees that it shall indemnify and hold ACRPC, its officers, agents and employees harmless from liability for damages to third parties, together with costs, including attorney’s fees, incurred in defending such claims by third parties.

**B. Insurance:** Prior to beginning any work ACRPC, and all subcontractors, shall obtain the following insurance coverage and keep that coverage in place for the period of the agreement. ACRPC shall demonstrate compliance with minimum limits and coverage by providing Bristol with appropriate certificates of insurance. With respect to all operations performed by the ACRPC, it is the ACRPC’s responsibility to ensure that general liability insurance coverage exists throughout the term of this agreement. The insurance coverage shall be on an occurrence form with limits not less than:

i. General Aggregate	\$2,000,000
ii. Products-Completed/Operations Aggregate	\$1,000,000
iii. Each Occurrence	\$ 100,000
iv. Fire Legal Liability	\$ 50,000
v. Automobile Liability- Combined Single Limit	\$1,000,000

**C. Worker’s Compensation:** With respect to all operations performed, ACRPC shall carry worker’s compensation insurance in accordance with the laws of the State of Vermont.

**D. Civil Rights and Equal Employment Opportunity:** During performance of the agreement, ACRPC will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or physical disability. ACRPC shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). ACRPC shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR □ 21 through Appendix C, and Regulations under 23 CFR □ 710.405 (b). ACRPC shall comply with all the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

**E. Audit Record Retention:** ACRPC agrees to retain, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final “date of acceptance” by Bristol, unless otherwise notified by Bristol. ACRPC further agrees that Bristol, the Vermont Agency of Development and Community Affairs or other authorized representatives of the state government shall have access to all the above information for the purpose of review and audit during the agreement period and anytime within

the retention period. Copies of all the above referenced information shall be provided to **Bristol** if requested.

**F. Incorporation of Required terms and conditions.**

- i. This contract specifically incorporates the terms and conditions of Attachment C, Paragraph 19 of the Bylaw Modernization Grant Agreement between the Town of Bristol and State of Vermont, Department of Housing and Community Development dated January 20, 2022. ACRPC hereby agrees to abide by and be bound by the provisions of Attachment C, Paragraph 19 entitled “Sub-Agreements”.
- ii. This contract specifically incorporates the terms and conditions of Attachment D, Paragraphs E and F and their sub-sections as applicable of the Bylaw Modernization Grant Agreement between the Town of Bristol and State of Vermont, Department of Housing and Community Development dated January 20, 2022. ACRPC hereby agrees to abide by and be bound by the provisions of Attachment D, Paragraph E and F. entitled “Contract Requirements” and Standard State Requirements of Bidders” respectively.

**7. GENERAL PROVISIONS**

**A. Personnel and Subcontractors:** ACRPC shall employ only qualified personnel, to carry out and supervise the work. ACRPC shall also be responsible for hiring any subcontractors supervising their work and ensuring their compliance with the terms of this agreement. **Bristol** shall have the right to approve or disapprove key personnel and Subcontractors, and their personnel, assigned to administer activities related to the agreement.

**B. Non-Assignability:** ACRPC shall not assign, sublet or transfer any interest in the work described by this agreement without prior written consent of **Bristol**. The approval or consent to assign or sublet any portion of the work shall in no way relieve ACRPC of responsibility for the performance of that portion of the work so transferred.

**C. Available Data:** **Bristol** agrees to make available, at no charge, for the ACRPC’s use all data related to the agreement 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.

**D. Ownership of Work:** All data and documents produced under the terms of the agreement shall become the property of **Bristol**. ACRPC agrees to allow access to all data and documents at all times and shall transfer the final data produced via zip disk or CD in a format suitable to **Bristol’s** needs. All GIS data produced shall meet VGIS standards. However, ACRPC may use those portions of the plan that conform to the needs of other municipalities in the region to provide similar services to them.

**E. Amendment:** No changes or amendments of the agreement shall be effective unless documented in writing and signed by authorized representatives of the **Bristol** and ACRPC.

**F. Termination:** The agreement may be terminated in accordance with the following provisions:

- i. Breach of Contract: **Bristol** reserves the right to terminate the agreement for breach of contract. Termination for breach of contract will be without further compensation to the ACRPC. Additionally, **Bristol** may pursue other remedies available to it to recover damages.
- ii. Termination for Cause: **Bristol** reserves the right, upon written notice to ACRPC, to terminate the agreement, as of a date to be specified by **Bristol**, if ACRPC fails to complete the designated work to the satisfaction of **Bristol**, within the time schedule agreed upon. ACRPC shall be compensated on the basis of the work performed and accepted by **Bristol** at the date of final acceptance of the agreement.
- iii. Non-payment: ACRPC may terminate the work if **Bristol** fails to pay the invoices within the terms of this contract.

**G. Governance:** This agreement shall be governed according to the laws of the State of Vermont.

**H. Severability:** The invalidity of any paragraph of this agreement shall be treated separately from all other paragraphs and shall not affect the validity of any or all other paragraphs.

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**In witness whereof, the Town of Bristol and the Addison County Regional Planning Commission have executed this agreement as of the date first written above.**

**TOWN OF BRISTOL**

**BY:** \_\_\_\_\_  
Its duly authorized agent

**ADDISON COUNTY REGIONAL PLANNING COMMISSION**

**BY:** \_\_\_\_\_  
Executive Director