



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Norman J. Baldwin, P.E.
ASSISTANT DIRECTOR OF PUBLIC WORKS

May 16, 2013

TO: Burlington City Council

FROM: Norman Baldwin, P.E. *NJB*
Assistant Director-Technical Services

RE: Champlain Parkway-Cooperative Agreement Amendment and Amendment to
Clough Harbor Design Contract

At the most recent Finance Board Meeting, the Department presented two request to the Finance Baord related to the Champlain Parkway.

- Seeking the Finance Boards Authorization to allow the Mayor to execute the State of Vermont's Cooperative Agreement Amendment for an additional \$2M dollars in funds in support of advancing the Champlain Parkway. The Champlain Parkway has a cost sharing of Federal 95%-3% State and 2% local share that is to be assumed by the city, which under this amendment would be an additional \$40,000 in local match obligations.
- Seeking the Finance Boards Authorization to allow the Director of Public Works Steven Goodkind execute a design contract amendment with Clough Harbor for an additional \$234,000, that will allow the City to continue advance the Champlain Parkway.

Both submitted requests received the support of the Finance Board and as the next step in the process we are seeking the support of the Burlington City Councils.

In reviewing the department's request please feel free to call if there are any questions. Thank you in advance for your consideration in this matter.



City of Burlington
Capital Improvement Program
Office of the City Engineer
645 Pine Street
Burlington, VT 05401
(802) 865-5830 p
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MEMORANDUM

TO: Board of Finance

FROM: Norman Baldwin, P.E., Assistant Director of Public Works *NB*
David Allerton, P.E. Public Works Engineer *DA*

DATE: April 22, 2013

RE: Champlain Parkway Cooperative Agreement Amendment No. 4

When the City took over management of the Champlain Parkway/Southern Connector project, a cooperative agreement was executed between VTrans and the City of Burlington outlining the conditions of the project's management and financing.

The original document outlines a Maximum Limiting Amount (MLA) under which the agreement is valid. In the event the project exceeds that limit, the contract then calls for an amendment to the MLA. The original amount was based on the design proposal of the consulting engineers, Clough Harbour & Associates.

Under Economic Growth Center (EGC) Funding the project participation percentages are 95% Federal, 3% State, and 2% Local. The Local share for this project is budgeted and paid from the Department of Public Work's Street Capital Program. The current amendment, Amendment No. 3, brought the total project amount to \$6,750,000 with a total local share of \$135,000.

Amendment No. 4 increases the MLA by \$2,000,000, creating a new MLA of \$8,750,000. The local share will increase by \$40,000, to \$175,000. This additional local share is budgeted in the FY14 Street Capital Program.

At this time, the Department of Public Works requests that the Board of Finance recommend to the City Council that the mayor be given authority to execute Amendment No. 4 for the Champlain Parkway. This will allow us to be reimbursed for work completed to date and to proceed through the next stages of design and permitting.

If you have any questions, please contact me at 316-6254 (cell) or nbaldwin@burlingtonvt.gov, or David Allerton at 865-5830 or dallerton@burlingtonvt.gov.

AUTHORIZATION TO AMEND COOPERATIVE AGREEMENT FOR THE CHAMPLAIN PARKWAY PROJECT

In the year Two Thousand Thirteen.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the Southern Connector/Champlain Parkway/ MEGC-M5000 (1)/108 has been listed in the City's Municipal Plan and Transportation Plan as a project to be completed and provides public benefit through the reduction of commuter and truck traffic in neighborhoods along the southern section of Pine Street and provides continuous access to the Waterfront from the south; and

WHEREAS, a portion of the project has been constructed and is currently unusable because it lacks a northern terminus; and

WHEREAS, a considerable amount of time, effort and funds have been expended in determining the best and most feasible course of action; and

WHEREAS, the City of Burlington is responsible for developing and maintaining all public infrastructure and facilities necessary for the continued success and development of its downtown, including the waterfront; and

WHEREAS, the funding equation for the Champlain Parkway is 95% Federal, 3% State and 2% Local and the local share for this design and permitting phase of the project is budgeted for in the Annual Street and Sidewalk Capital Improvement Program; and

WHEREAS, the City Council authorized the Mayor to execute the Cooperative Agreement in 1998; and

WHEREAS, the City Council authorized the Mayor to execute Amendments to the Cooperative Agreement in 2004, 2010 and 2012; and

WHEREAS, the original spending limits of the Cooperative Agreement, Amendment No. 1, No. 2 and No. 3 have been expended due to the complexity of the project; and

WHEREAS, on _____, the Board of Finance unanimously approved and recommended that City Council authorize the amendment of the agreement with the Vermont Agency of Transportation for the Champlain Parkway project in the total project amount of \$8,750,000;

NOW, THEREFORE, BE IT RESOLVED that Mayor Miro Weinberger is authorized to execute an amendment to the Cooperative Agreement with the Vermont Agency of Transportation for the Champlain Parkway as attached hereto, subject to prior review and approval by the City Attorney.



State of Vermont
Finance & Administration
Contract Administration
One National Life Drive
Drawer 33
Montpelier, VT 05633-5001
www.aot.state.vt.us

Agency of Transportation

[phone] 802-828-2641
[fax] 802-828-5545

April 17, 2013

City of Burlington
Department of Public Works
645 Pine Street
Burlington, VT 05401

RE: BURLINGTON MEGC M5000(1) - Contract No. CA0035

Dear Sir or Madam:

Enclosed, please find the original of Amendment #4 to the Cooperative Agreement for the above referenced project.

We respectfully request that you have the Amendment signed and dated by the proper authority where required.

Please do not date page one of the Amendment. This will be accomplished by our office after the Amendment has been signed by the Secretary of Transportation.

Your cooperation in expediting the signing and return of the original will be greatly appreciated.

Should you have any questions or concerns, please contact me at 802-828-2641.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Winter".

Jon Winter
Special Agreements Administrator
Enclosure



**AMENDMENT #4
TO COOPERATIVE AGREEMENT
BETWEEN
STATE OF VERMONT
AGENCY OF TRANSPORTATION
AND
THE CITY OF BURLINGTON
FOR ADVANCEMENT OF MUNICIPAL PROJECT
BURLINGTON MEGC M5000(1)
SOUTHERN CONNECTOR/CHAMPLAIN PARKWAY
EA/SUBJOB: MEGC – M5000(1)/109
Contract No. CA0035**

This AMENDMENT, made this ____ day of _____, 20____, by and between the State of Vermont, represented by its Agency of Transportation, with its principal office at the 1 National Life Drive, Montpelier, Vermont 05633-5001, hereinafter referred to as the STATE, and the City of Burlington, with its principal office at 149 Church Street, Burlington, Vermont 05401, hereinafter referred to as the MUNICIPALITY, is supplemental to the Agreement executed on October 21, 1998, Amendment #1 executed on May 3, 2004, Amendment #2 executed on March 19, 2010, and Amendment #3 executed on May 30, 2012 for the BURLINGTON MEGC M5000(1) project.

WITNESSETH:

WHEREAS, the STATE and MUNICIPALITY mutually agree that the October 21, 1998 Agreement, the May 3, 2004 Amendment #1, the March 19, 2010 Amendment #2, and the May 30, 2012 Amendment #3 should be modified;

NOW, THEREFORE, the October 21, 1998 Agreement, the May 3, 2004 Amendment #1 and the March 19, 2010 Amendment #2, and the May 30, 2012 Amendment #3 are modified as follows:

1. Item #31 will be deleted in its entirety and replaced with the following:

31. Allocation of Funds by STATE. On the basis of the MUNICIPALITY's request for authorization to develop the Project, and subject to the availability of state and federal funds, the STATE agrees to allocate to the project a sum not to exceed \$262,500 in state funds and \$8,312,500 in federal-aid funds for engineering, permitting, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs as applicable, as long as EGC funding is available (and as described in Section 38.) The availability of funds to the MUNICIPALITY will be **\$247,500** in state funds and **\$7,837,500** in Federal funds. (If EGC funding is no longer available, participating percentages revert to 80% Federal, 10% STATE, and 10% Local.)

If this Agreement extends into more than one fiscal year of the STATE (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the STATE may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

If this Agreement is funded in whole or in part by federal funds, in the event the federal funds supporting this Agreement become unavailable or are reduced, the STATE may cancel this Agreement immediately, and the STATE shall have no obligation to pay MUNICIPALITY from STATE revenues to make up for the loss of federal funds.

2. Item #38 will be deleted in its entirety and replaced with the following:

Project Costs and Phases / Maximum Limiting Amount. The parties agree that the MUNICIPALITY will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the STATE will pay the STATE and federal share of all properly documented (see Local Transportation Facilities Guidebook) invoices from the MUNICIPALITY for work incidental to the development of the Project up to the maximum limiting amount (MLA) STATE/federal amount indicated for that phase:

	MLA:			
	95% Federal*	3% State*	2% Local*	100% Total
Funds Available to MUNICIPALITY*	\$7,837,500	\$247,500	\$165,000	\$8,250,000
Estimated State Management/Review Cost	475,000	15,000	10,000	500,000
Total Project Cost **	\$8,312,500	\$262,500	\$175,000	\$8,750,000

* Percentages and amounts are based upon the continuing availability of Economic Growth Center (EGC) Funding. If EGC funding is not available then the percentages and amounts revert to 80% Federal, 10% STATE, and 10% Local.

** The costs noted above do not reflect project expenditures that were covered under prior agreements or contracts.

IN WITNESS WHEREOF, the **City of Burlington** has caused this instrument to be subscribed this _____ day of _____, 20_____, by _____, its Mayor and duly authorized agent.

City of Burlington

By: _____

Its Mayor and Duly Authorized Agent

**STATE OF VERMONT
Agency of Transportation**

[Deputy] Secretary of Transportation
Date: _____

APPROVED AS TO FORM:



Assistant Attorney General

Date: 4/5/2013