VERMONT

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

[phone] 802-828-2641
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Agency of Transportation

December 12, 2012

Melissa Ross, Clerk
Town of Hinesburg
10632 Route 116
Hinesburg, Vermont 05461

RE: HINESBURG STP BIKE(22) - Contract No. CA0057

Dear Ms. Ross:

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,

Jon Winter
Special Agreements Administrator
Enclosure

VTrans Working to Get You There

Do Not Date
VTrans will
when they
sign Rock

AMENDMENT #4
TO
COOPERATIVE AGREEMENT
FOR
ADVANCEMENT OF MUNICIPAL PROJECT
HINESBURG STP BIKE (22)S
BIKE022 – 100/200/300
CFDA #20.205 CONTRACT NO. CA0057

THIS AMENDMENT #4, made this _____ day of _____, 2012, by and between the **STATE OF VERMONT**, represented by its Agency of Transportation, with its principal office at National Life Building, Montpelier, Vermont 05633-5001 (the STATE), and the **TOWN OF HINESBURG**, with its principal office at P.O. Box 133, Hinesburg, Vermont 05461, (the MUNICIPALITY) is supplemental to the Agreement executed on April 19, 2002, and Amendment #1 executed on July 21, 2005, Amendment #2 executed on January 8, 2008, Amendment #3 executed on November 22, 2010, for the HINESBURG STP BIKE (22)S Project.

WITNESSETH:

WHEREAS, the STATE and MUNICIPALITY mutually agree that the April 19, 2002 Agreement, and July 21, 2005 Amendment #1 and January 8, 2008 Amendment #2 and November 22, 2010 Amendment #3 should be modified;

NOW, THEREFORE, the April 19, 2002 Agreement, and July 21, 2005 Amendment #1 and January 8, 2008 Amendment #2 and November 22, 2010 Amendment #3 are modified as follows:

1. Item #30 will be deleted in its entirety and replaced with the following:

   30. 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 $225,994.00 in state funds and $1,986,036.00 in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 37). The availability of funds to the MUNICIPALITY will be **$211,804.00** in state funds and **$1,925,226.00** in federal funds.

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

38. Project Costs and Phases. 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 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:

Phase	Estimated Completion Date	MLA			
		Federal	State	Local	Totals
Preliminary Engineering		**$288,239**	**$31,711**	**$35,550**	**$355,500**
Right-of-Way		**$44,594**	**$4,906**	**$5,500**	**$55,000**
Construction and Construction Engineering / Inspection	**11/2016**	**$1,592,393**	**$175,187**	**$196,397**	**$1,963,977**
Available Funds to Municipality		**$1,925,226**	**$211,804**	**$237,447**	**$2,374,477**
State Management/Review Cost		**$ 60,810**	**$ 14,190**	**---**	**$75,000**
[2] Total Project Cost		**$1,986,036**	**$ 225,994**	**$ 237,447**	**$ 2,449,477**

[2] The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

IN WITNESS WHEREOF the parties hereto caused this Amendment to be duly executed on the day and year first written above.

TOWN OF HINESBURG
(MUNICIPALITY)

By: _____
Its Duly Authorized Agent

_____
dated

STATE OF VERMONT
AGENCY OF TRANSPORTATION
(STATE)

By: _____
Its [Deputy] Secretary of Transportation

_____
dated

APPROVED AS TO FORM
DATED: 11/20/2012

_____
ASSISTANT ATTORNEY GENERAL