



*Victoria F. Sheehan*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*William Cass, P.E.*  
Assistant Commissioner

37B

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Transportation  
Systems Management and  
Operations (TSMO)  
September 24, 2019

**REQUESTED ACTION**

Pursuant to RSA 228:39, authorize the Department of Transportation (NHDOT) to enter into a Cooperative Agreement with the State of Maine to allow the department to bill the Maine Department of Transportation (MaineDOT) and the Maine Turnpike Authority (MTA) for costs associated with design of Intelligent Transportation Systems (ITS) improvements on the Piscataqua River Bridge (NH Br. Nos. 257/127 and 258/128) carrying I-95 over the Piscataqua River between Portsmouth, New Hampshire, and Kittery, Maine, effective upon Governor and Council approval and continuing through the completion of the project design, in accordance with the Department's 10-Year Transportation Improvement Plan. (Project design costs will be shared 33.3% by NHDOT, 33.3% by MDOT, and 33.3% by MTA).

**EXPLANATION**

The Department is required by RSA 228:39 to enter into an Agreement with an adjoining State, with the approval of Governor and Executive Council, before undertaking a joint project with that State. This project proposes to develop new and innovative ITS solutions to improve traffic congestion along I-95 and includes design and construction activities. This project (Portsmouth, NH – York, ME – 16189B) is planned to begin construction in FY 2021.

The Blue Star Turnpike (I-95) spans 16.2 miles from the boarder of Massachusetts to the boarder of Maine. This roadway sees the largest volume of vehicles in the state and is also the highest volume route for the State of Maine. The area near and on the Piscataqua River bridge between New Hampshire and Maine is routinely a location of heavy congestion in both the southbound and the northbound direction, sees the most delayed traffic, regularly sees traffic incidents and secondary incidents, has countless near misses, contributes to driver frustration, and in some cases road rage.

The intent of the project is to develop and implement an Active Traffic Management System (ATMS) to proactively manage traffic, reduce congestion and maximize capacity of this critical river crossing. A key element to this ATMS will be the utilization of the shoulders on the bridge to carry additional lanes of traffic in peak periods of congestion. This project's work is envisioned to take place in conjunction with the completion of the Piscataqua Bridge rehabilitation (16189) project currently under construction. Maintenance of traffic is a significant issue; so much of the work will be required to be done in coordination with the rehabilitation project.

A feasibility study is being initiated that will determine the scope and limits of the proposed ATMS, from which final system design, construction and implementation will follow. Additional design, construction, and construction engineering phases are anticipated. The design cost are estimated to be approximately \$525,000 and total project cost is currently estimated to be approximately \$5,900,000.

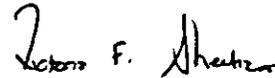
NHDOT is the lead agency administering the work effort on behalf of and in collaboration with MaineDOT and MTA. The Memorandum of Agreement outlines the responsibilities and obligations for both MaineDOT and MTA for the design portion of this project. This Agreement is the design phase only. A future Memorandum of Agreement will be developed for the construction and operation portions of this project.

The costs for the design portion of this project will be shared equally by the three participating agencies. The Memorandum of Agreement reflects a cost sharing of 33.3% by NHDOT, 33.3% by MDOT, and 33.3% by MTA. Depending on the final solution, the limits of construction, and the responsibilities for operation, the cost sharing percentages may change as appropriate based on the amount of work in each state/agency jurisdiction. This project is part of the Turnpike Renewal and Replacement (TRR) Program.

The Agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given for this Interstate Agreement, as outlined above.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**MEMORANDUM OF AGREEMENT**  
**Between**  
**THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**  
**And**  
**THE MAINE DEPARTMENT OF TRANSPORTATION**  
**And**  
**THE MAINE TURNPIKE AUTHORITY**  
**For the**  
**DEVELOPMENT OF AN ACTIVE TRANSPORTATION MANAGEMENT SYSTEM**  
**ON THE INTERSTATE 95 HIGH LEVEL BRIDGE OVER THE PISCATAQUA RIVER**

**DESIGN PHASE**

This agreement is entered into this 2nd day of ~~May~~<sup>Sept</sup>, 2019 by and between the New Hampshire Department of Transportation (NHDOT), the Maine Department of Transportation (MDOT), and the Maine Turnpike Authority (MTA) for the purpose of jointly and collaboratively developing an Active Transportation Management System (ATMS) for management of traffic and congestion on the Interstate 95 High Level bridge over the Piscataqua River between Portsmouth, New Hampshire and Kittery, Maine:

**BACKGROUND**

NHDOT, MDOT and MTA have a long history of cooperatively managing and maintaining the jointly owned bridges over the Piscataqua River between Portsmouth NH and Kittery ME. This Agreement continues the tradition for the management and improvement of traffic operations along the vital I-95 connection, which is the goal of this project.

MDOT, in conjunction with NHDOT and MTA, is presently constructing a project for rehabilitation of the I-95 High Level Bridge and its approaches (MDOT project WIN019270.00; NHDOT project Portsmouth-Kittery 16198). During the development of that project, the need to better manage and accommodate the chronic seasonal congestion over the bridge was identified as a goal. The rehabilitation project will make modifications to the typical section lane and shoulder widths to facilitate the utilization of the shoulders as a potential fourth travel lane to help alleviate congestion during peak travel periods. To accomplish this goal, NHDOT, MDOT, and MTA will develop an ATMS for the I-95 High Level Bridge and its approaches. While the rehabilitation project will have ITS elements as part of the detailed traffic management plan for construction, this permanent ATMS development is being undertaken as a separate, independent effort.

**AGREEMENT**

Accordingly, NHDOT, MDOT, and MTA hereby agree as follows:

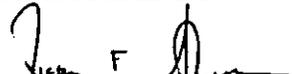
1. The three agencies will work cooperatively and collaboratively to develop and implement an ATMS system for the I-95 bridge over the Piscataqua River and the adjoining roadway approaches. The goal is to develop the system for deployment at the conclusion of the current I-95 bridge rehabilitation project targeted for the summer of 2022.

2. NHDOT will be the lead agency for the design and development of the proposed ATMS. This will involve securing and administering a design contract to facilitate the development of the project's design. The design development is anticipated to be developed in stages. The first stage will be to evaluate the feasibility of different solutions. The second stage will be to determine a final alternative and to develop a Concept of Operations. Subsequent design stages will include preliminary high level design and final detail design, with system configuration to follow.
3. While NHDOT is lead agency for administering and managing the project development, all decisions regarding the project will be made jointly by consensus among the 3 agencies. To facilitate the joint decision making, each agency shall designate a representative to a project management sub-committee to assist NHDOT's Project Manager in the day to day oversight of the project and to be the agencies point of contact and liaison to their respective agency.
4. For critical decision points at key milestone, the agencies will convene a larger committee of senior management officials with authority to make these decisions for the respective agencies efforts.
5. This agreement is for the Design Phase only. Subsequent agreements for the Construction Implementation and Operations & Maintenance phases of this project will be required as these responsibilities and cost share allocations are determined through the design and project development process.
6. The participating agencies agree to coordinate relative to any public meetings or public outreach for the project, to present and participate in discussions as needed and as appropriate in each other's respective State and communities.
7. Project costs for the design phase efforts will be split equally between the 3 agencies, 33.33% each. This agreement is primarily for the 3<sup>rd</sup> party consultant costs. Each agency shall be responsible for their internal staff costs supporting this design effort.
8. NHDOT as lead agency will administer consultant contract(s), pay invoices and bill the partnering agencies their share of these costs. NHDOT will bill these costs at least quarterly. The partnering agencies shall make progress payment upon bills rendered by NHDOT. Should, in the course of this design development, it be determined best for one of the other agencies to contract supporting design or system development, this same reciprocal arrangement will apply.
9. The participating agencies shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers, and records pertaining to this project, including but not limited to accounting and auditing records upon which costs are based, as well as to review all work being conducted in accordance with this agreement.
10. Any and all work products shall become the joint property of the participating agencies for their use.
11. All decisions with cost implications (i.e. scope, fee, change orders, design modifications, etc.) relative to this agreement will require the documented agreement of all three parties prior to proceeding.

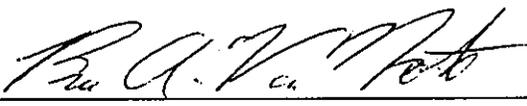
- 12. Any grants or other discretionary funds received for the project shall be applied to the total project costs prior to determining final cost sharing for each agency.
- 13. The Parties may postpone, suspend, abandon or otherwise terminate this Agreement upon 30 days written notice to the other Parties and in no event, shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by the Parties or specifically as the result of any failure by either of the Parties to perform any of the services required under this Agreement.
- 14. The Parties shall comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- 15. This agreement sets forth a cooperative agreement between the three agencies for the design and development of the I-95 high level bridge ATMS system. The policy and financial obligations set forth in this agreement and implications for the future implementation of the project are contingent upon ongoing policy support subject to legislative appropriation.
- 16. This Agreement and all obligations of the parties hereunder, shall become effective on the date of approval of this agreement by the Governor and Executive Council of the State of New Hampshire

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:  Date: 8/22/17  
Victoria F. Sheehan, Commissioner, NH Department of Transportation

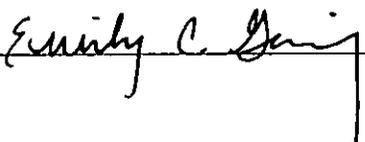
MAINE DEPARTMENT OF TRANSPORTATION

By:  Date: 7/2/19  
Bruce Van Note, Commissioner, Maine Department of Transportation

MAINE TURNPIKE AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Peter Mills, Executive Director, Maine Turnpike Authority

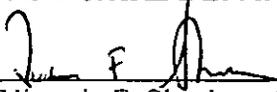
Approved as to form and execution by the NH ATTORNEY GENERAL this 8 day of Oct., 2019.

Assistant Attorney General 

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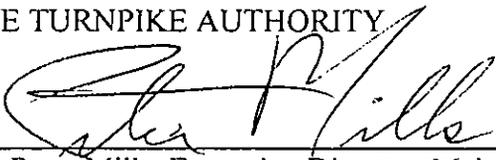
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:  Date: 9/2/19  
 Victoria F. Sheehan, Commissioner, NH Department of Transportation

MAINE DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Bruce Van Note, Commissioner, Maine Department of Transportation

MAINE TURNPIKE AUTHORITY

By:  Date: 7.1.19  
 Peter Mills, Executive Director, Maine Turnpike Authority

Approved as to form and execution by the NH ATTORNEY GENERAL this \_\_\_\_ day of \_\_\_\_\_, 2019.

Assistant Attorney General \_\_\_\_\_

**This is to certify that the GOVERNOR AND COUNCIL of the State of New Hampshire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ approved this AGREEMENT as Item # \_\_\_\_\_.**

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary of State of New Hampshire