



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



**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Bridge Design
September 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 228:39, authorize the Department of Transportation to enter into an Interstate Bridge Agreement with the State of Maine to allow the Department to reimburse Maine for half of the costs totaling \$173,000,000 associated with the replacement of the Sarah Mildred Long Bridge (NH Br. No. 251/110) carrying US 1 Bypass over the Piscataqua River between Portsmouth, New Hampshire, and Kittery, Maine, effective upon Governor and Council approval, and continuing through construction, inspection, and final acceptance of the completed project. (Project costs will be shared 50% by NH and 50% by ME).

Funding for NH's share is available as follows contingent upon anticipated Garvee Bond issuance:

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$12,400,000	\$24,800,000	\$24,800,000	\$12,000,000

04-96-96-963515-1843
Sarah Long Bridge project
400-500870 Highway Contract Payments TOTAL \$ 74,000,000

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 agreement sets forth the obligations for the construction of the new/replacement Sarah Mildred Long Bridge. Maine DOT is the lead agency administering the project, in partnership with NHDOT.

The project will replace the existing steel truss, vertical lift bridge with a wider precast concrete, segmental box-beam bridge on new alignment immediately upstream of the existing bridge. The new bridge will include a longer hybrid steel tub girder vertical lift span (e.g. wider navigational opening) to accommodate current and future marine needs, and a lower level rail span to maintain rail connectivity to the Portsmouth Naval Shipyard. The Sarah Mildred Long Bridge is New Hampshire's highest priority red-list bridge.

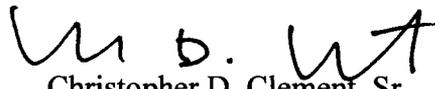
A construction contract cost of \$158,500,000 has been established with the Construction Manager/General Contractor, Cianbro Corporation of Pittsfield, ME. Additionally, Construction Engineering is estimated to total approximately \$14,500,000 for contract administration, inspection, testing, engineering support services, incentives and contingencies. This project is the recent recipient of a \$25,000,000 USDOT TIGER Grant for the rail portion of the bridge. The net total construction costs after the application of the TIGER grant (\$173M - \$25M = \$148M) will be shared equally, 50% by the State of New Hampshire and 50% by the State of Maine (approximately \$74,000,000 each). As reflected in the Ten Year Plan, funding will be federal funds and federal highway grant anticipation (GARVEE) bond financing.

The Agreement, after approval by Governor and Council, allows New Hampshire to reimburse Maine for New Hampshire's share of costs for the construction work incurred by Maine. The division of costs between New Hampshire and Maine for this project is 50% by New Hampshire and 50% by Maine, as stated in the Agreement.

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,


Christopher D. Clement, Sr.
Commissioner

INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF MAINE

PORTSMOUTH, NH - KITTERY, ME

**SARAH MILDRED LONG BRIDGE
US ROUTE 1 BYPASS OVER THE PISCATAQUA RIVER**

NH BR. NO. 251/110 - ME BR. NO. 3641

NH FEDERAL PROJECT NO. A000(909) - NH STATE PROJECT NO. 15731

**ME FEDERAL PROJECT NO. BH-1671(000) - ME STATE PROJECT NO.
16710.00**

CONSTRUCTION PHASE

THIS AGREEMENT is made this 15 day of Oct., 2014 by and between the State of New Hampshire, represented by its Department of Transportation, hereinafter referred to as the NHDOT, and the State of Maine, represented by its Department of Transportation, hereinafter referred to as MDOT. In accordance with letters between the Commissioners dated July 16, 2012, July 26, 2012, and September 6, 2012, this Agreement modifies and redefines the obligations set forth in the March 1, 2011 Agreement executed between the NHDOT and the MDOT, specifically as pertains to the construction of the new/replacement Sarah Mildred Long Bridge, as follows

1. This project involves the replacement of the Sarah Mildred Long Bridge carrying the US Route 1 Bypass and the rail line to the Naval Shipyard over the Piscataqua River between the City of Portsmouth, NH, and the Town of Kittery, ME, including vessel collision protection and demolition of the existing bridge. The NHDOT and the MDOT have worked cooperatively for the development of the design, contract plans and documents to accomplish the above referenced bridge replacement project.
2. The MDOT is lead agency for the project and will prepare and administer the construction of this project, which replaces the existing steel vertical lift bridge and approach spans with wider concrete segmental box-beam bridge approach spans and a wider and longer hybrid steel tub girder vertical lift span.
3. The division of all costs for this project will be as follows:
 - a. General:
 - i. All construction costs for this project, as designed by the MDOT, and reviewed and approved by NHDOT, shall be charged at 50% New Hampshire and 50% Maine. This division of costs shall apply to the construction contract, construction engineering, change orders, risk pool items, incentives, and all such items associated with the successful completion and acceptance of this project.

INTERSTATE AGREEMENT
Portsmouth, NH – Kittery, ME
NH Federal Project No. A000(909)
NH State Project No. 15731

- ii. The MDOT will pay all costs for all work performed by the MDOT, other agencies, consultants, and contractors in the construction of this project, including construction engineering and overhead costs. The NHDOT shall reimburse the MDOT for the NHDOT's proportional share, as described above, i.e., 50% New Hampshire and 50% Maine.
 - b. Construction Costs:
 - i. In the course of cooperatively and jointly developing the project design through to completion of construction plans and contract documents utilizing the Construction Manager/General Contractor (CM/GC) procurement process, a construction cost of \$158,500,000 has been established with Cianbro Corp., of Pittsfield, ME, for complete replacement of the Sarah Mildred Long Bridge, including approaches, and for the demolition of the existing bridge. Additionally, a Construction Engineering budget of \$8,500,000 has been established for the administration of the project, construction engineering, testing, and consultant construction review support.
 - ii. Additionally, a contingency budget of approximately \$6,000,000 has been established for incentives, risk items, mitigation fees, Port of NH licensing fees (staging/laydown areas) and contingencies.
 - c. Right-of-Way Costs: All Right-of-Way costs incurred for this project by each state for the appraisal and acquisition of required properties shall be paid in their entirety by the state for which the costs were incurred and shall not be included in any shared costs.
4. Any funds received by the MDOT from the US DOT Transportation Investment Generating Economic Recovery (TIGER) Grant Program, shall be applied to the total project construction costs prior to determining the final cost sharing for each state.
 5. The NHDOT will make progress payments, as requested, based upon bills rendered by the MDOT. Any bills sent to the NHDOT for project payment shall show all previous payments made by the NHDOT for this project as a credit toward the amount owed by the NHDOT to the MDOT. Following completion, final inspection, and acceptance by the NHDOT of the portion of the project within the State of New Hampshire, and the rendering of bills for that portion by the MDOT to the NHDOT, the NHDOT will pay the MDOT for the remainder of NHDOT's portion of the audited final costs.
 6. The NHDOT shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers, and records pertaining to the bridge replacement project referenced by this Agreement, including, but not limited to, accounting and auditing records upon which the costs to the NHDOT are based. The NHDOT shall also have the right at all reasonable times to inspect and review all work being conducted in accordance with this Agreement.

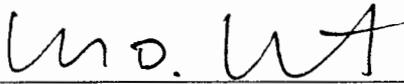
INTERSTATE AGREEMENT
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7. The MDOT will be responsible for administration of the construction contract and for all construction oversight. NHDOT Construction and Bridge Maintenance personnel will assist the MDOT in the construction oversight to the extent mutually agreed upon by both state DOTs and to the extent required for an effective transition for the operation and maintenance of the new vertical lift bridge.
8. The MDOT will coordinate with the NHDOT relative to any Public Meetings. Further, the MDOT and the NHDOT will attend any such Public Meetings held in Maine or New Hampshire to present the project and to participate in discussions, as needed and as appropriate.
9. The MDOT will send final contract plans, shop drawings, documents, and substantive change orders to the NHDOT for review and comment. No portion of this project shall proceed to construction until the review is complete and all comments resolved. The NHDOT shall process its review and comments in a timely manner.
10. The NHDOT agrees to reimburse the MDOT for 50% of qualifying net shared construction costs, provided that the NHDOT will not be responsible for amounts in excess of 10% of such costs as determined at the time of contract award, except as provided below. Qualifying costs are costs directly related to and necessary for project completion as reasonably determined by both parties.
11. The NHDOT will reimburse the MDOT 50% of any unanticipated construction costs in excess of NHDOT's share of the net shared construction costs, as provided in paragraph 3b) above, that are determined to be directly and primarily caused by differing site conditions and/or uncontrollable and uninsured events, and to be unrelated to the final design documents, plans and specifications, construction engineering, inspection, or any other causes that are within the reasonable control of the MDOT. The MDOT understands and acknowledges the concerns of the NHDOT as acceptance of these unanticipated costs will be contingent upon review and fiscal arrangements agreeable to both parties. The parties agree to jointly address any areas of concern by mutual concurrence, if reasonably possible.
12. The MDOT will notify the NHDOT when construction of this project commences, provide status updates regularly and upon request, and notify the NHDOT when construction is complete. The NHDOT will then inspect the portion of work located in New Hampshire and will notify the MDOT of either acceptance of the project or of any items needing correction. The MDOT will not make the final billing to the NHDOT until the New Hampshire portion of the project, including all items necessary for operation and maintenance of the lift span, have been accepted in writing by the NHDOT.

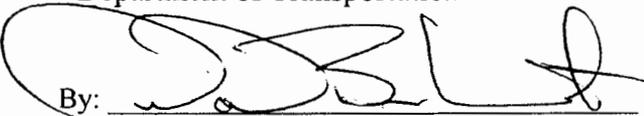
- 13. The parties agree to submit legislation regarding the Interstate Bridge Authority to expand its jurisdiction to include the planning of needs of all three bridges, and administration of the sinking fund to be used for the capital repair and rehabilitation of the I-95 High Level Bridge and the Sarah Mildred Long Bridge. The maintenance and operation of the bridges, including inspections, shall be the responsibility of the state DOT's in accordance with agreements to be negotiated.
- 14. 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.

This AGREEMENT executed on the day and date first above written.

STATE OF NEW HAMPSHIRE
Department of Transportation

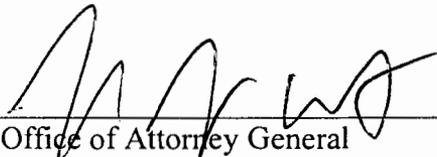
By: 
NHDOT Commissioner

STATE OF MAINE
Department of Transportation

By: 
MDOT Commissioner

This AGREEMENT has been reviewed and is approved as to form and execution.

Date: 10/16/14


Office of Attorney General
State of New Hampshire

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