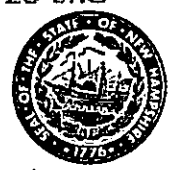


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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

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

Bureau of Bridge Design February 8, 2019

REQUESTED ACTION

Pursuant to RSA 228:39, authorize the Department of Transportation to enter into a Cooperative Agreement with the State of Maine to allow the Department to reimburse Maine for its estimated share of \$28,714,157.00 for costs associated with bridge preservation construction 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 through December 31, 2022, and continuing through engineering design, construction, inspection, and final acceptance of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan. 100% Turnpike funded.

Funding for NH's share is available in State Fiscal Year 2019 and is contingent upon the availability and continued appropriation of funds for FY 2020, FY 2021 and FY 2022 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

Table with 5 columns: Funding is available as follows, FY 2019, FY 2020, FY 2021, FY 2022. Rows include 04-96-96-961017-7025 Turnpikes Renewal-Replacement and 400-500870 Highway Contract Payments.

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 preserve the above referenced bridge and includes design and construction activities. This project (Portsmouth, NH - Kittery, ME - 16189) is planned to begin construction in FY 2019.

A construction contract of \$52,583,552.00 has been established with the low-bidder, SPS New England, Inc. Additionally, design, construction engineering, potential incentives, uniformed officers, and contingency is estimated to total \$9,234,850.00 for a total project cost of \$61,818,402.00. The contract, which is being administered by MaineDOT, is performing work on behalf of NHDOT, MaineDOT and Maine Turnpike Authority (MTA).

MaineDOT has submitted a Cooperative Agreement to NHDOT that outlines the obligations for both MaineDOT and NHDOT. (MTA is not represented in this Agreement.) The portion of the construction contract with SPS that benefits both DOTs is \$45,207,818.00. Additionally, the Cooperative Agreement details the design, construction engineering, potential incentives, uniformed officers, and contingency that is estimated to total \$7,688,176.00 for a total project cost of \$52,895,994.00 to be shared with the two DOTs. (MTA is responsible for the remaining \$8,922,408.00 of the total project cost)

Constructed in 1971, this steel girder concrete deck approach structure along with the High Truss main span are in need of deck preservation to extend their life cycle and minimize the overall life cycle cost to maintain this crossing. The bridge is New Hampshire's highest priority preservation bridge.

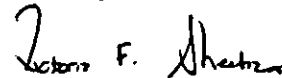
This project is the last in a series of high profile projects to address the condition of the three bridges over the Piscataqua River between New Hampshire and Maine. While Maine DOT has been the lead in administering this project, NHDOT has been fully involved in this collaborative effort. The work involves primarily removing the pavement, performing partial and full-depth deck repair as needed, and installing new membrane and repaving on the 1,344 foot long main truss span as well as the 1,810 foot NH approach span and the 1,344 foot Maine approach span. (The funding reflects the work for the NH approach span and NH's half of the main truss span). Other work includes replacement of bridge rail (excepting the SW portion of the NH approach span, where rail was replaced when the sound wall was built), median barrier, drainage system, and 18 expansion joints. Work also includes rehabilitation of 18 other expansion joints. Maintenance of traffic is a significant issue. Much of the work will be required to be done in off-season periods, maintaining 3 lanes of traffic in each direction during summer months, with movable barrier to accommodate short duration, off peak lane closures. This project is part of the Turnpike Renewal and Replacement (TRR) Program.

The Agreement, after approval by Governor and Council, allows New Hampshire to reimburse Maine for NH's share of costs for engineering design and applicable construction work incurred by Maine. The division of costs between New Hampshire and Maine for the total project is 46.4% by NHDOT, and 53.6% by MaineDOT and Maine Turnpike Authority. This cost sharing is based on the location of the State Line and the portions of the bridge located in each state.

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



| |
|--------------------------|
| <i>Internal use only</i> |
| TEDOCS #: _____ |
| CTM #: _____ |
| CSN #: _____ |
| PROGRAM: <i>Bridge</i> |

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT

Receivable

| | |
|--------------------------------------|--|
| Project Location: Kittery-Portsmouth | Cooperative Agreement Estimated Amount: \$52,895,994 |
| | New Hampshire's Estimated Share: \$28,714,157 |
| | MaineDOT's Estimated Share: \$24,181,837 |
| State W.I.N. #: 019270.00 | Cooperative Agreement Begin Date: <i>(For Office Use Only)</i> |
| Federal W.I.N. #: AC-IM-1927(000)E | Cooperative Agreement Expiration Date: 12/31/2022 |
| Vendor Customer # 17A20216 | |

This Cooperative Agreement (**Agreement**) is entered into by and between the **MAINE DEPARTMENT OF TRANSPORTATION (MaineDOT)**, an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and **State of New Hampshire through its DEPARTMENT OF TRANSPORTATION (NHDOT)**, a state government agency with its principal administrative offices located at Hazen Drive, Concord, New Hampshire, hereinafter the Parties.

WHEREAS, MaineDOT and NHDOT have determined that a project to rehabilitate and enhance MaineDOT Bridge #6330 Piscataqua River Bridge carrying I-95 over the Piscataqua River and Route 103 in the cities of Kittery, Maine and Portsmouth, NH is an eligible project for funding under the Federal Bridge Aid Program, hereinafter the "Project". The Project will also include wearing surface replacement and includes the Maine Approach Bridge #1477 and the New Hampshire Approach Bridge (Portsmouth 257/127); and

WHEREAS, MaineDOT as Agreement administrator agrees to pay all Project costs subject to cost sharing by NHDOT as specified below. Should the costs of the Project exceed the amount budgeted by more than 10%, MaineDOT and NHDOT agree to review Project costs and the need for additional funding from each party; and

WHEREAS, MaineDOT will administer the Project between the execution date of this Agreement and 12/31/2022 at which time this Agreement will expire; and

WHEREAS, MaineDOT and NHDOT shall review the Project Engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration, State of Maine requirements, and State of New Hampshire requirements for a state funded Project and submit appropriate documentation to the Maine Division of the Federal Highway Administration to receive Federal approval.

PROJECT COST:

The total estimated cost of the Project is \$52,895,994. The Parties agree to share in the actual cost of the Project in accordance with this agreement.

| Bridge Improvements | Estimated NHDOT Share | Estimated MaineDOT Share | | Total Estimated Cost |
|--------------------------|-----------------------|--------------------------|--------------------|----------------------|
| | | FHWA Portion | State Portion | |
| Preliminary Engineering | \$415,000 | \$373,500 | \$41,500 | \$830,000 |
| Right of Way | \$0 | \$0 | \$0 | \$0 |
| Construction | \$26,149,157 | \$19,455,153 | \$2,161,684 | \$47,765,994 |
| Construction Engineering | \$2,150,000 | \$1,935,000 | \$215,000 | \$4,300,000 |
| Total | \$28,714,157 | \$21,763,653 | \$2,418,184 | \$52,895,994 |

A. Estimated allocations are further identified as follows:

- a. MaineDOT's estimated share is \$24,181,837.
 - i. Federal Portion - FHWA funds through MaineDOT, will be \$21,763,653.
 - ii. State Portion - through MaineDOT, \$2,418,184.
- b. NHDOT's estimated share is \$28,714,157.
- c. The actual cost of Preliminary Engineering and Construction Engineering shall be shared equally between the Parties.
- d. The actual Construction costs associated with the main span and maintenance of traffic items shall be shared equally between the Parties.
- e. The actual Construction costs associated with the Maine Approach Spans shall be borne entirely by MaineDOT.
- f. The actual Construction costs associated with the New Hampshire Approach Spans and roadway approaches shall be borne entirely by NHDOT.
- g. MaineDOT shall obtain written concurrence from NHDOT prior to executing any construction Contract Modification requiring more than a \$25,000 NHDOT share.
- h. MaineDOT shall notify NHDOT of all construction Contract Modifications up to \$25,000 NHDOT share.
- i. The Parties will share in the cost/credits for incentive and disincentives equally.
- j. The estimated Construction costs include:
 - i. The low bid amount shared as noted above for actual Construction costs; and
 - ii. 50% of the maximum incentives allowed shared equally; and
 - iii. State Police shared equally; and
 - iv. A contingency amount shared equally.

INVOICING:

MaineDOT will invoice NHDOT for their share of the Project Cost:

- i. Upon final execution of this agreement NHDOT will be invoiced for their share of the Preliminary Engineering Phase of the Project.
- ii. Following the award of the construction contract MaineDOT will invoice NHDOT quarterly for the remaining phases of the Project. Invoice costs will be based on actual expenditures, and will be accompanied by supporting documentation to satisfy NHDOT's audit requirements.
- iii. A Final Invoice will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will invoice NHDOT shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, NHDOT will be responsible for their share of the cost to the point of termination in accordance with the Project Cost section of this Agreement. The final invoice will include New Hampshire's share of any remaining costs.
- iv. NHDOT agrees to pay MaineDOT within 30 calendar days from the date of the invoice. If NHDOT does not concur with invoice charges they must contact MaineDOT within 15 days from the date of the invoice.

MAINEDOT SHALL:

- A. Lead the Project and procure & administer a contract to construct the Project. The Project consists of preliminary engineering, construction, construction engineering, and oversight.
- B. MaineDOT shall receive written approval from NHDOT prior to awarding the construction contract.
- C. Initially pay for 100% of Project costs for the work outlined in this Agreement. MaineDOT shall submit construction Contract Modifications and progress meeting minutes and invoices in accordance with the Invoicing section of this Agreement. The invoice structure shall include details of work completed consistent with the scope of work as set forth and agreed upon at the scoping meeting, as well as backup information to support the charges. MaineDOT shall certify that the invoices properly represent payment for work that has been completed and paid for by MaineDOT.
- D. Obtain consensus from NHDOT prior to approving any Value Engineering proposals from the contractor.
- E. Obtain consensus from NHDOT prior to approving any significant changes to the traffic control plan.
- F. Invite NHDOT to all Project Progress meetings.

NHDOT SHALL:

- A. Cooperate with MaineDOT in accomplishing the Project.

- B. Share in the cost of the Project in accordance with the Project Cost section of this Agreement.
- C. Allow MaineDOT's contractor to control all traffic through the work areas on the Project as necessary to permit construction thereof in the manner specified in the Traffic Control Plan as reviewed by NHDOT and approved by MaineDOT.

MISCELLANEOUS PROVISIONS.

Debarment. By signing this Agreement, all Parties certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If any Party is unable to certify to this statement, it shall attach an explanation to this Agreement. A Party shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

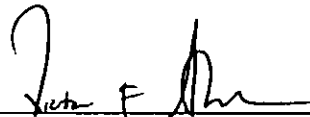
Non-Appropriation. Notwithstanding any other provision of this Agreement, if MaineDOT or NHDOT does not receive sufficient funds to fund this Agreement and other obligations of MaineDOT or NHDOT, if funds are de-appropriated, or if MaineDOT or NHDOT do not receive legal authority to expend funds from its Legislature or courts, then MaineDOT and NHDOT are not obligated to move forward with the Project.

Termination. The Parties may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice 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 to the satisfaction of MaineDOT.

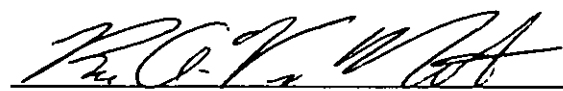
Laws. The Parties shall comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate effective on the day and date last signed.

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Date: 2/22/19 By: 
Victoria F. Sheehan, Commissioner*

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Date: 2/15/19 By: 
Bruce A. Van Note, Commissioner*

**I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, and (e) is linked to data in such a manner that it is invalidated if the data are changed. 10 M.R.S.A. §9502, et seq.*

Authorized to enter into Agreement
as approved by New Hampshire
Governor & Executive Council on

_____ G&C Date _____

New Hampshire
Department of Transportation

Emily C. Goering
Signature

EMILY C. GOERING
Name

Assistant Attorney General
Title

NH Attorney General