



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
August 21, 2020

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

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Pursuant to RSA 228:39, authorize the Department of Transportation to amend the previously approved Interstate Bridge Agreement with the State of Vermont which allows the Department to bill Vermont for costs associated with the design and construction of a new bridge (NH Br. No. 043/044) carrying NH Route 119 over the Connecticut River between Hinsdale, New Hampshire, and Brattleboro, Vermont, effective upon Governor and Council approval, 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. The amendment modifies Section 2.d Construction Costs and Section 3 Application of Federal Grants of the previously approved agreement.

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 construct the above referenced bridge and includes final design and construction activities. The Agreement for this project (Hinsdale, NH – Brattleboro, VT – 12210C) was approved by the Governor and Executive Council on July 13, 2016 as Item #12A. This amendment adjusts the superstructure costs to be shared 80% by NH and 20% by VT from the originally approved 83% by NH and 17% by VT. The percentage is changed due to the need to lengthen the portion of the structure in Vermont during the design process.

This amendment also changes the application of grant funds by subtracting it from the superstructure cost (instead of the total project construction cost) prior to calculating state shares. This change is being made to better reflect the intent of the grant funds.

The project's construction (Hinsdale, NH – Brattleboro, VT – 12210C) is planned in FY 2021-2023 with an estimated construction cost of \$56,000,000.00. This structure and associated roadwork will relocate NH Route 119 from the two existing trusses (NH Br. Nos. 042/044 & 041/040), which were built in 1920.

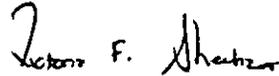
The amended Agreement, after approval by Governor and Council, allows New Hampshire to bill Vermont for Vermont's share of applicable construction costs incurred by New Hampshire. The division of costs between New Hampshire and Vermont for the construction of this project is 80% by New Hampshire and 20% by Vermont, as stated in the amendment. This cost sharing is based on the location of the State Line and the portions of the bridge located in each state.

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The amendment has been approved by the Attorney General as to form and execution. This amendment does not involve commitment of funds. Copies of the fully-executed amendment 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 amendment to the Interstate Agreement, as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

CA #: OA0027 AMENDMENT #1

HINSDALE, NH – BRATTLEBORO, VT

CONNECTICUT RIVER BRIDGES NOS. 1 & 2 - NH BR. NOS. 042/044 & 041/040

NH FEDERAL PROJECT NO. A004(152) - NH STATE PROJECT NO. 12210C

DESIGN AND CONSTRUCTION PHASES

This AMENDMENT modifies Section 2.d and 3. of the INTERSTATE AGREEMENT executed between the State of New Hampshire, represented by its Department of Transportation, and the State of Vermont, represented by its Agency of Transportation, and dated June 17, 2016, as it pertains to construction shared percentages, as follows:

2.d. Construction Costs:

- The NHDOT will pay all costs for all work performed by the NHDOT, other NH agencies, consultants, and contractors in the construction of this project, including construction engineering and overhead costs. VTrans shall reimburse the NHDOT for its proportional share, based on the following:
 - Costs for the superstructure of the bridge and Mobilization, shall be shared as based on the percentage of the proposed bridge in each State, i.e., 20% Vermont and 80% New Hampshire.
 - VTrans shall reimburse NHDOT for 100% of the costs for the Vermont roadway approaches, including work on VT Route 142, the Vermont substructure of the new bridge, all environmental work based on the cost of the actual work performed in Vermont, and the Railroad Flagging cost for the railroad within the project in Vermont.
 - VTrans shall reimburse NHDOT for the costs for Field Offices, all Traffic Control items, and any other item not otherwise specified, at a ratio defined as the Vermont project length (State Line to VT Route 142 plus the length of work performed on VT Route 142) divided by the total project length, including the bridge and approaches.
3. Any funds received by the NHDOT and/or VTrans from the Federal Highway Administration's (FHWA) Innovative Bridge Research and Deployment (IBRD) Program, TIGER Grant, BUILD Grant, or other such similar and program specific funds, shall be applied to the total superstructure construction costs prior to determining the final cost distribution for each State. Should such funds require a match, VTrans shall provide their prorated portion of the match.

INTERSTATE AGREEMENT
Hinsdale, NH – Brattleboro, VT
NH Federal Project No. A004(152)
NH State Project No. 12210C
CA #: OA0027 Amend. 1

This Amendment shall become effective on the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

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

STATE OF NEW HAMPSHIRE
Department of Transportation

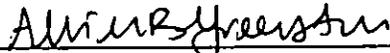
STATE OF VERMONT
Agency of Transportation

By: 

By: E-SIGNED by Joe Flynn
on 2020-08-07 15:44:21 EST

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

Date: 9/17/20


Office of Attorney General
State of New Hampshire

Date: August 07, 2020

E-SIGNED by Leslie Welts
on 2020-08-07 15:42:02 EST
Office of Attorney General
State of Vermont

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

12A



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



*Victoria F. Sheehan
Commissioner*

*William Cass, P.E.
Assistant Commissioner*

Bureau of Bridge Design
June 15, 2016

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 Vermont to allow the Department to bill Vermont for costs associated with the design and construction of a new bridge (NH Br. No. 043/044) carrying NH Route 119 over the Connecticut River between Hinsdale, New Hampshire, and Brattleboro, Vermont, effective upon Governor and Council approval, 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. (Project costs will be shared 83% by NH and 17% by VT).

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 construct the above referenced bridge and includes final design and construction activities. This project's construction (Hinsdale, NH - Brattleboro, VT - 12210C) is planned in FY 2019-2021 with an estimated construction cost of \$36,000,000.00. This structure and associated roadwork will relocate NH Route 119 from the two existing trusses (NH Br. Nos. 042/044 & 041/040), which were built in 1920.

The Agreement, after approval by Governor and Council, allows New Hampshire to bill Vermont for Vermont's share of costs for engineering design and applicable construction work incurred by New Hampshire. The division of costs between New Hampshire and Vermont for this project is 83% by New Hampshire and 17% by Vermont, as stated in the Agreement. 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. This Agreement does not involve commitment of funds. 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

INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

HINSDALE, NH - BRATTLEBORO, VT

CONNECTICUT RIVER BRIDGES NOS. 1 & 2 - NH BR. NOS. 042/044 & 041/040

NH FEDERAL PROJECT NO. A004(152) - NH STATE PROJECT NO. 12210C

DESIGN AND CONSTRUCTION PHASES

THIS AGREEMENT is made this 17 day of June, 2011, by and between the State of New Hampshire, represented by its Department of Transportation, hereinafter referred to as the NHDOT, and the State of Vermont, represented by its Agency of Transportation, hereinafter referred to as VTrans, as follows:

1. The NHDOT will prepare and administer the design and construction of a project to construct a new bridge to carry NH Route 119 over the Connecticut River at a location south of the existing bridges that currently carry NH Route 119 over the Connecticut River (NH Br. Nos. 042/044 & 041/040 and Connecticut River Br. Nos. 1 & 2) between the Town of Hinsdale, NH, and the Town of Brattleboro, VT. The work includes the new 1,809' long bridge (NH Br. No. 043/044) on a new alignment and all associated highway approach work, including work on VT Route 142. The existing bridges are to be retained for bicycle/pedestrian use.
2. The division of all costs for this project will be as follows:
 - a. Design Costs:
 - All design costs for the bridge portion of the project, as designed by the NHDOT and reviewed and approved by VTrans, shall be charged at 83% New Hampshire and 17% Vermont. This division of costs is computed on the basis of the proposed bridge location as presented at the Public Hearing in Brattleboro, VT on August 1, 2013 and on the basis of the location of the state line as recorded in the Connecticut River Bridge Records and shall apply to preliminary design, final design, and design overhead costs.
 - NHDOT shall perform all the necessary design for the roadway approaches in New Hampshire and Vermont including VT Route 142 and shall incorporate that design into the overall project construction plans. VTrans shall reimburse NHDOT for roadway approach design work in Vermont based on a percentage determined by the length of the Vermont roadway approach divided by the total length of both roadway approaches. Costs incurred by VTrans in coordinating the design with NHDOT or in providing review of the NHDOT design shall be 100% the responsibility of VTrans. Roadway approaches will be as shown on the proposed bridge location as presented at the Public Hearing in Brattleboro, VT on August 1, 2013 and shall apply to preliminary design, final design, and design overhead costs.
 - Any preliminary design, final design, and design overhead costs and activities that are expended or performed by NHDOT for this project prior to execution of this Agreement will be the sole responsibility of NHDOT, and VTrans will not be obligated to participate and/or share in said costs.
 - b. Environmental, Archaeological, and Cultural Resource Costs:
 - VTrans in agreement with NHDOT, shall review all work regarding environmental, archaeological, and cultural resources located in or associated with Vermont to clearly establish the responsibility and deliverables for the work to be performed or administered in Vermont.
 - VTrans shall reimburse NHDOT 100% for the cost of any work including overhead regarding environmental, archaeological, and cultural resources located in or associated with Vermont but that is performed or administered by NHDOT.
 - NHDOT shall be responsible for 100% of the cost of any work regarding environmental, archaeological, and cultural resources located in or associated with New Hampshire.
 - c. Right-of-Way Costs:
 - NHDOT shall identify, categorize (e.g. temporary construction easement, drainage easement), and quantify areas of ROW within Vermont that VTrans will need to acquire. VTrans will be responsible to develop plans necessary to acquire this ROW.

- All Right-of-Way costs incurred for this project by each State shall be paid in their entirety by the State for which the costs were incurred and shall not be included in any shared costs.
- d. Construction Costs:
- The NHDOT will pay all costs for all work performed by the NHDOT, other NH agencies, consultants, and contractors in the construction of this project, including construction engineering and overhead costs. VTrans shall reimburse the NHDOT for its proportional share, based on the following:
 - Costs for the superstructure of the bridge and Mobilization, shall be shared as described above in Paragraph 2(a) of this Agreement, i.e., 17% Vermont and 83% New Hampshire.
 - VTrans shall reimburse NHDOT for 100% of the costs for the Vermont roadway approaches, including work on VT Route 142, the Vermont substructure of the new bridge and all environmental work based on the cost of the actual work performed in Vermont.
 - VTrans shall reimburse NHDOT for the costs for Field Offices, all Traffic Control items, and any other item not otherwise specified, at a ratio defined as the Vermont project length (State Line to VT Route 142 plus the length of work performed on VT Route 142) divided by the total project length, including the bridge and approaches.
3. Any funds received by the NHDOT from the Federal Highway Administration's (FHWA) Innovative Bridge Research and Deployment (IBRD) Program, or other such similar and program specific funds, shall be applied to the total project construction costs prior to determining the final cost distribution for each State. Should such funds require a match, VTrans shall provide their prorated portion of the match.
 4. VTrans will make monthly progress payments, if requested, based upon bills rendered by the NHDOT. Any bills sent to VTrans for project payment shall show all previous payments made by VTrans for this project as a credit toward the amount owed to the NHDOT for each phase including overhead. Following completion, final inspection, and acceptance by VTrans of the portion of the project within the State of Vermont and the rendering of bills for that portion by the NHDOT to VTrans, VTrans will pay the NHDOT for the remainder of its portion of the audited final costs.
 5. VTrans shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers and records pertaining to the bridge project contemplated by this Agreement, including, but not limited to, accounting and auditing records upon which the costs to VTrans are to be based.
 6. VTrans will be responsible for acquiring any permits, utility agreements or other agreements, and any right-of-way acquisitions that relate solely to the Vermont portion of the project. Prior to advertisement for construction, VTrans shall provide copies to NHDOT of all permits, clearances, and agreements for which VTrans is responsible. All other permits, agreements, and acquisitions will be the responsibility of the NHDOT except for costs associated with obtaining the permits and agreements that are specifically for the bridge, which shall be shared as described above in Paragraph 2 of this Agreement.
 7. The NHDOT will coordinate with VTrans relative to any Public Meetings. Further, the NHDOT will attend any such Public Meetings held in Vermont or New Hampshire to present the project and participate in discussions, as needed and as appropriate.
 8. The NHDOT will submit preliminary plans to VTrans for review and comment. VTrans will respond in writing with their comments and approval prior to any substantive work being performed on the final design of the project by NHDOT. VTrans shall process its review and comment within 30 days of receipt.
 9. The NHDOT will send final contract documents to VTrans for review and comment. No portion of this project shall be advertised for construction until the review is complete and all comments resolved, at which time VTrans will approve in writing the advertisement of the project. VTrans shall process its review and comment in a timely manner.

10. The NHDOT will give VTrans the opportunity to review the contract bids. The construction contract will not be awarded until NHDOT receives a letter of concurrence from VTrans. VTrans shall process its review and comment within one week.
11. NHDOT will notify VTrans when construction of this project is substantially complete, at which time VTrans will inspect the portion of work located in Vermont and will notify the NHDOT of either acceptance of the project or items needing correction. The NHDOT will not make the final billing to VTrans until the Vermont portion has been accepted in writing by VTrans.
12. The division of all future maintenance costs for the existing bridges, after the completion of this project, will be jointly discussed by VTrans and NHDOT during the design of this project.
13. 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.
14. This Agreement may be amended when such an amendment is agreed to in writing by all signatories and approved by the State of New Hampshire's Governor and Council.

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

STATE OF NEW HAMPSHIRE
Department of Transportation

STATE OF VERMONT
Agency of Transportation

By: [Signature]

By: [Signature]

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

Date: 6/30/16

[Signature]
Office of Attorney General
State of New Hampshire

Date: 5/30/2016

[Signature]
Office of Attorney General
State of Vermont

This is to certify that the GOVERNOR AND COUNCIL of the State of New Hampshire on the 13 day of July, 2016 approved this AGREEMENT as Item # 12A.

Date: JUL 13 2016

ATTEST:

By: [Signature]
DEPUTY SECRETARY OF STATE

