



*Victoria F. Sheehan*  
Commissioner

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



*William Cass, P.E.*  
Assistant Commissioner

Bureau of Bridge Design  
November 23, 2015

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 New Hampshire Department of Transportation (NHDOT) to enter into an Interstate Bridge Agreement with the State of Vermont, represented by its Agency of Transportation (VTrans) to allow the NHDOT to bill VTrans for costs associated with the rehabilitation of the Cornish/Windsor Covered Bridge (NH Br. No. 064/108) carrying Cornish Toll Road over the Connecticut River between Cornish, New Hampshire, and Windsor, 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 67% by NH and 33% by VT.

**EXPLANATION**

The NHDOT 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 rehabilitate the above referenced bridge and includes preliminary design, final design, and construction activities. This project (Cornish, NH – Windsor, VT - 25067) is planned in FY 2016 with an estimated construction cost of \$1,600,000.00. NHDOT was successful in obtaining a National Historic Covered Bridge Program grant for the scour countermeasures to protect the abutments and pier from future scouring.

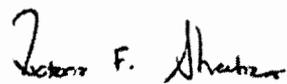
The Agreement, after approval by Governor and Council, allows the State of New Hampshire to bill the State of Vermont for Vermont's share of costs for engineering design and applicable construction work incurred by New Hampshire. The division of costs between New Hampshire and Vermont for this project is 67% by New Hampshire and 33% by Vermont, as stated in the Agreement. This cost sharing is based on the location of the State Line and the portions of the substructure units 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.

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

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial 'V'.

Victoria F. Sheehan  
Commissioner

**INTERSTATE AGREEMENT**

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

CORNISH, NH – WINDSOR, VT

CONNECTICUT RIVER BRIDGE NO. 9 - NH BR. NO. 064/108

NH FEDERAL PROJECT NO. A003(035) - NH STATE PROJECT NO. 25067

**DESIGN AND CONSTRUCTION PHASES**

THIS AGREEMENT is made this 05 day of January, 2016 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 rehabilitate the existing bridge carrying Cornish Toll Bridge Road over the Connecticut River (NH Br. No. 064/108 and Connecticut River Br. No. 9) between the Towns of Cornish, NH, and Windsor, VT. The work will design and construct/install Partially Grouted Riprap (PGR) as scour protection for the abutments and pier of the 2-span timber covered bridge and all associated work.
2. The NHDOT was successful in applying for and receiving \$1,632,000.00 in funds from the Federal Highway Administration (FHWA) National Historic Covered Bridge Preservation Program for the proposed work. The \$1,632,000.00 grant amount will be applied to the costs for the entire project, with \$1,600,000.00 being designated for construction costs and \$32,000.00 being allocated for preliminary engineering (design) costs. The division of all remaining costs for this project that exceed the total \$1,632,000.00 amount shall be shared 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 33% Vermont and 67% New Hampshire. This division of costs is computed based on there being three (3) total substructure units for this bridge; one (1) abutment in Vermont; and; one (1) pier and one (1) abutment (2 substructure units) in New Hampshire. The above percentages shall apply to preliminary design, final design, and design overhead costs. Of the \$32,000.00 of grant funds allocated for design efforts, \$21,334.00 (67%) shall be applied to the NHDOT share of these costs and \$10,666.00 (33%) shall be applied to the VTrans share of these costs. All remaining design costs shall be shared at 33% Vermont and 67% New Hampshire.
    - NHDOT shall perform all the necessary design for the PGR scour countermeasures for the westerly abutment located in Vermont, the pier located in New Hampshire, and the easterly abutment located in New Hampshire, and shall incorporate that design in the overall project plans. For work performed by NHDOT relative to project scoping and determination of project and structure limits, the costs shall be shared on the basis of the percentages indicated above. Costs incurred by VTrans in coordinating the design with NHDOT or in providing review of the NHDOT design shall be paid 100% by VTrans.
  - b. Environmental, Archaeological, and Cultural Resource Costs:
    - VTrans shall reimburse NHDOT 100% for the cost of any work regarding environmental, archaeological, and cultural resources that is 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 that is located in or associated with New Hampshire.
  - c. Right-of-Way Costs:
    - 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.

**INTERSTATE AGREEMENT**  
**Cornish, NH – Windsor, VT**  
**NH Federal Project No. A00(035)**  
**NH State Project No. 25067**

d. Construction Costs:

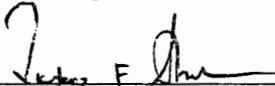
- The NHDOT will pay all costs for all work performed by the NHDOT, other NH agencies, consultants, and contractors in the construction of this project, including construction engineering and overhead costs. VTrans shall reimburse the NHDOT for its share, as follows:
    - It is the general intent that all construction costs be shared as described above in Paragraph 2(a) of this Agreement, i.e., 33% Vermont and 67% New Hampshire. However, VTrans shall reimburse NHDOT for all costs for constructing the scour countermeasures to protect the abutment located in Vermont, based on the actual cost of materials and work performed for the Vermont abutment. This shall include the costs for any substructure repairs (if needed) and all environmental work. The contract plans will indicate estimated quantities to install scour countermeasures for and perform repairs to the Vermont abutment.
    - VTrans shall reimburse NHDOT for the Vermont portion of the costs for Field Offices, all Traffic Control items, Mobilization, and any other items not otherwise specified. These costs shall be shared as described above in Paragraph 2(a) of this Agreement, i.e., 33% Vermont and 67% New Hampshire.
    - Of the \$1,600,000.00 of grant funds allocated for construction efforts, \$528,000.00 (33%) shall be applied to the VTrans share of these costs and \$1,072,000.00 (67%) shall be applied to the NHDOT share of the construction costs.
3. VTrans will make 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. 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.
  4. 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.
  5. 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. All costs associated with obtaining the permits and agreements that are specifically for the bridge shall be shared as described above in Paragraph 2 of this Agreement.
  6. 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.
  7. 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 in a timely manner.
  8. 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.

**INTERSTATE AGREEMENT**  
Cornish, NH – Windsor, VT  
NH Federal Project No. A00(035)  
NH State Project No. 25067

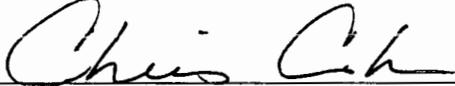
- 9. The NHDOT will give VTrans the opportunity to review the contract bids. The construction contract will not be awarded until NHDOT receives a letter of concurrence from VTrans. VTrans shall process its review and comment in a timely manner.
- 10. In exercising any of its rights under this contract to review documents and records pertaining to the pre-award process to select a Contractor to perform the work contemplated in this Agreement (“Confidential Information”), VTRANS recognizes and agrees that RSA 21-I:13-a renders such information confidential and nonpublic. Under this Agreement, therefore, VTRANS shall not be considered to be a member of the public for purposes of RSA 21-I:13-a and hereby agrees to not further disseminate the Confidential Information beyond VTRANS personnel essential to the project. VTRANS hereby represents that it is entitled to refuse to disclose the Confidential Information if such disclosure is requested by others pursuant to 1 V.S.A. 315 et seq., and that VTRANS agrees that it will refuse to disclose the Confidential Information upon such request.
- 11. NHDOT will notify VTrans when construction of this project is 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. 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

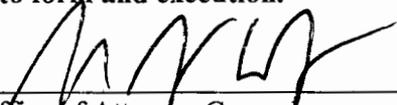
By:   
Commissioner

**STATE OF VERMONT**  
Agency of Transportation

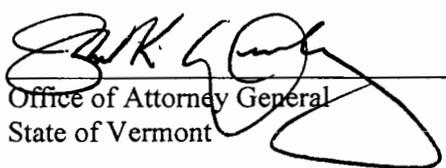
By: 

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

Date: 1/6/16

  
Office of Attorney General  
State of New Hampshire

Date: 10/27/2015

  
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