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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Bridge Design
July 16, 2012

His Excellency, Governor John H. Lynch
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 installation of scour protection for the bridge carrying NH Route 18 over the Connecticut River between Littleton, New Hampshire, and Waterford, 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 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 install scour protection on the above referenced bridge and includes preliminary design, final design, and construction activities. This project (Littleton, NH-Waterford, VT 16195) is planned in FY 2013 with an estimated construction cost of \$407,000.00.

This bridge is a 5-span deck plate girder bridge, constructed in 1934 and rehabilitated in 1980. It was included as part of the Department's recent efforts to identify all scour critical bridges in New Hampshire and to develop Plans of Action to determine response activities during flood events, in accordance with Federal Highway Administration (FHWA) requirements. As a result of this effort, the Department is developing contract plans and documents to install scour protection/countermeasures for the abutments and piers of this structure.

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 67% by New Hampshire and 33% by Vermont, as stated in the Agreement.

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,

Christopher D. Clement, Sr.
Commissioner



INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

LITTLETON, NH – WATERFORD, VT

CONNECTICUT RIVER BRIDGE NO. 23 - NH BR. NO. 109/134

NH FEDERAL PROJECT NO. A001(217) - NH STATE PROJECT NO. 16195

NH ROUTE 18 OVER THE CONNECTICUT RIVER

DESIGN AND CONSTRUCTION PHASES

THIS AGREEMENT is made this 5th day of December, 2012 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 scour protection of the existing bridge carrying NH Route 18 over the Connecticut River (NH Br. No. 109/134 and Connecticut River Br. No. 23) between the Towns of Littleton, NH, and Waterford, VT. The work includes installation of scour countermeasures at this bridge.
2. The division of all costs for this project will be as follows:
 - a. Design Costs:
 - All design costs for the project, as designed by the NHDOT and reviewed and approved by VTRANS, including project scoping and determination of project limits, shall be charged at 33% Vermont and 67% New Hampshire. This division of costs is computed on the basis of the location of the state line at the bridge as recorded in the Connecticut River Bridge Records and shall apply to preliminary design, final design, and FHWA & NHDOT approved design overhead costs.
 - NHDOT shall perform all the necessary design for the efforts in New Hampshire and Vermont and shall incorporate that design in the overall project plans. 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 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.
 - 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. VTRANS shall reimburse the NHDOT for its proportional share, based on the following:
 - Costs for Mobilization, Field Offices, all Traffic Control items, and any other item not otherwise specified shall be shared as described above in Paragraph 2(a) of this Agreement, i.e., 33% Vermont and 67% New Hampshire.
 - VTRANS shall reimburse NHDOT for all costs for construction of the scour countermeasure efforts and all environmental work based on the cost of the actual work performed in Vermont, as shown on the plans. The extent of this effort is anticipated to involve the westerly abutment and the western-most pier, which are both located in Vermont.

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Littleton, NH – Waterford, VT
NH Federal No. A001(217)
NH State Project No. 16195

- FHWA & NHDOT approved overhead costs shall be added, as appropriate, to construction costs to be paid by VTRANS.
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.
 4. 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.
 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. 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.
 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 in a timely manner.
 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 in a timely manner.
 11. 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.

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NH State Project No. 15926

- 12. 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.
- 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.

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: M. D. WA

By: Bill Meacham

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

Date: 12/5/12

 David McKittrick
Office of Attorney General
State of New Hampshire

Date: 12/3/2012

 [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 _____ day of _____, 20__ approved this AGREEMENT as Item # _____.

Date: _____

ATTEST:

By: _____
Secretary of State of New Hampshire

