



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
October 27, 2021

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

REQUESTED ACTION

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 rehabilitation of the bridge carrying East Thetford Road over the Connecticut River (NH Br. No. 053/112 and Connecticut River Br. No. 14) between the Towns of Lyme, NH, and Thetford, VT, 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 to reflect the more precise cost sharing determination of 86% by NH and 14% 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 rehabilitate the above referenced bridge and includes preliminary design, final design, and construction activities. The Agreement for this project (Lyme, NH – Thetford, VT – 14460) was approved by the Governor and Executive Council on March 6, 2013 as Item #45.

This amendment adjusts the superstructure costs to be shared 86% by NH and 14% by VT from the originally approved 90% by NH and 10% by VT. The percentage is changed to conform to the proportional share of costs set in Attachment A of the *Interstate Bridge Maintenance Agreement between the states of New Hampshire and Vermont*, which was approved by the Governor and Executive Council on August 5, 2021 as Item #33.

This amendment also clarifies that the cost of Construction Engineering will be shared 86% by NH and 14% by VT, which was not previously specified, and changes the application of any grant funds that may be applied for and awarded 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.

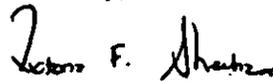
This National Register Listed two-span steel through-truss was constructed in 1937. The project will make structural repairs and paint the structure to remove it from the State Red List and allow for the load restriction to be removed. The project does not appear in the current version of the Ten Year Plan as the project was originally planned to advertise in FY 2020. This project was advertised for bids on September 14, 2021. The Department did not receive any bids. The construction was anticipated to occur over a 2-year period with an estimated construction cost of \$8.1 M. The Department plans to re-evaluate the construction contract and re-advertise the project in the near future.

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 will be as stated in the amended agreement. This cost sharing is based on the location of the State Line and the portions of the bridge located in each state.

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
VT CA#: OA0025 AMENDMENT #1

LYME, NH - THETFORD, VT

CONNECTICUT RIVER BRIDGE NO. 14 - NH BR. NO. 053/112

NH FEDERAL PROJECT NO. A000(394) - NH STATE PROJECT NO. 14460

DESIGN AND CONSTRUCTION PHASES

THIS AGREEMENT is made this 29th day of November, 2021 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 East Thetford Road over the Connecticut River (NH Br. No. 053/112 and Connecticut River Br. No. 14) between the Towns of Lyme, NH, and Thetford, VT. The work is anticipated to include rehabilitation of the 2-span steel truss bridge and all associated roadway approach work.
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 10% Vermont and 90% 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 design overhead costs.
 - NHDOT shall perform all the necessary design for the approaches in New Hampshire and Vermont 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 bridge ownership lengths. For all approach design performed after this phase, VTrans shall reimburse NHDOT for approach design work in Vermont based on a percentage determined by the length of the Vermont approach divided by the total length of both approaches. 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 and overhead costs. VTrans shall reimburse the NHDOT for its proportional share, based on the following:

**INTERSTATE AGREEMENT, Amendment 1
Lyme, NH – Thetford, VT
NH Federal Project No. A000(394)
NH State Project No. 14460**

2. The division of all costs for this project will be as follows: (continued)
 - d. Construction Costs (continued):
 - a. Costs for the superstructure of the bridge, any temporary bridge (if required), and Mobilization, shall be shared based on the percentage of the proposed bridge in each State, i.e., 14% Vermont and 86% New Hampshire.
 - b. VTrans shall reimburse NHDOT for costs for the substructure repairs (if needed) and all environmental work based on the cost of the actual work performed in Vermont.
 - c. VTrans shall reimburse NHDOT for project-wide bid items that do not fall within one of the other categories within this AGREEMENT, such as Field Offices and all Traffic Control items, at a ratio defined as the Vermont project length (State Line to end of project in Vermont) divided by the total project length, including the bridge and approaches, i.e., 32% Vermont and 68% New Hampshire.
 - d. Costs for Construction Engineering, including Resident Engineering (Contract Administration), Inspection, Shop Inspection, Shop Drawing Review, etc. shall be based on the percentage of the proposed bridge in each State, i.e., 14% Vermont and 86% New Hampshire.
 - e. Any bid items added after the contract is awarded shall be categorized as superstructure, substructure, roadway, or project-wide costs and covered under the correlating Vermont/New Hampshire cost split percentages outlined in a. through d. above, and will be documented in a contract change order.
3. Any funds received by the NHDOT from the Federal Highway Administration's (FHWA) Innovative Bridge Research and Deployment (IBRD) Program, RAISE 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.
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.

INTERSTATE AGREEMENT, Amendment 1
Lyme, NH – Thetford, VT
NH Federal Project No. A000(394)
NH State Project No. 14460

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.
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

By: 

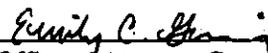
STATE OF VERMONT
 Agency of Transportation

E-SIGNED by Joe Flynn
 By: on 2021-09-03 16:40:51 EDT

Joe Flynn, Secretary of Transportation

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

Date: 12/16/2021


 Office of Attorney General
 State of New Hampshire

Date: September 03, 2021

E-SIGNED by Gordon Landrigan
on 2021-09-03 14:03:06 EDT
 Office of Attorney General
 State of Vermont

INTERSTATE AGREEMENT, Amendment 1
Lyme, NH - Thetford, VT
NH Federal Project No. A000(394)
NH State Project No. 14460

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



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 33
Date 8/5/20



William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
May 21, 2020

His Excellency, Governor Christopher T. Sununu
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 and for Vermont to bill the Department for costs associated with bridge maintenance work and minor preservation work performed on bridges over the Connecticut River, effective upon Governor and Executive Council approval for a period of 10 years. (Project costs will be shared by NH and by VT as outlined in the 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 projects with that State. The purpose of this Agreement is to replace a previous 10-year agreement for maintenance work that expired July 14, 2014. The new Agreement reflects changes in bridge maintenance percentages due to bridges that have been replaced and has clarified some percentages based on field survey. The Agreement also includes minor preservation work in addition to maintenance work. With the exception of emergency work, written approval is required by Vermont or the Department before either party performs work. Major preservation, rehabilitation, and replacement projects will continue to have project specific Interstate Agreements.

The Agreement has been approved by the Attorney General as to form and execution. This Agreement does not involve commitment of funds other than in the event of emergency response. 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 Executive 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

INTERSTATE BRIDGE MAINTENANCE AGREEMENT
between the states of
NEW HAMPSHIRE and VERMONT

THIS AGREEMENT made this _____ day of _____, 20__ by the State of Vermont, represented by its Agency of Transportation, hereinafter referred to as VTRANS, and the State of New Hampshire, represented by its Department of Transportation, hereinafter referred to as NHDOT.

WITNESSETH:

WHEREAS, there are numerous bridges over the Connecticut River which are jointly owned by VTRANS (or by local municipalities in Vermont) and by NHDOT (or by local municipalities in New Hampshire); and

WHEREAS, on occasion, NHDOT performs maintenance and minor preservation on these bridges, including work on the portion of the bridges owned by VTRANS (or by a Vermont municipality); and

WHEREAS, on occasion, VTRANS performs maintenance and preservation on these bridges, including work on the portion of the bridges owned by NHDOT (or by a New Hampshire Municipality); and

NOW, THEREFORE, NHDOT and VTRANS agree to the following regarding notification and reimbursement for such work:

1. Notice of Proposed work

NHDOT shall notify VTRANS through VTRANS Chief Engineer's Office of NHDOT's intent to perform maintenance or preservation work on any bridge where VTRANS or a Vermont municipality has responsibility for maintenance of the structure.

VTRANS shall notify NHDOT through NHDOT's Bridge Maintenance Office of VTRANS' intent to perform maintenance or preservation work on any bridge where NHDOT or a New Hampshire Municipality has responsibility for maintenance of the structure.

This notification shall be made at least thirty (30) days prior to the anticipated commencement of work and shall be accompanied by an estimate of each state's proportional share of the cost. The work shall not commence until the state proposing work has received approval, in writing, from the other state.

However, in the event of the need for emergency repairs, the state performing emergency work shall notify the other state as soon as practical of the work that was performed to alleviate the emergency situation.

2. Inspection of records:

Each state shall have the right, at all reasonable times, to review all plans, contracts, documents, books, vouchers, and records pertaining to the work performed under this Agreement, including, but not limited to accounting and auditing records upon which the costs to either state are to be based.

3. Reimbursement of Proportional Share of Costs:

Following completion and acceptance of the work, the state that did not perform work shall pay its proportional share of the repair costs and FHWA approved indirect cost rate based upon bills submitted by the state that has performed work. Billings shall be for actual work performed in each state, and shall be computed on the basis of the state's line on each bridge as recorded in the Connecticut River Bridge Records maintained by each state (see Attachment A). Attachment A shall be revised when a new or replacement bridge is constructed, updating the percentages and referencing the bi-state agreement for that bridge.

4. Unanticipated Costs:

Any costs that exceed the estimated proportional share of costs, as required in Paragraph 1, shall be approved by both states prior to the execution of work that would incur such costs. The state performing work must notify the other state, in writing, of any work that will result in

costs beyond the estimated proportional share. Such additional costs must be agreed to, in writing, before such work may commence.

5. Coordination with Municipalities

Each state shall be responsible for notification to, and approvals from, municipalities that own a portion of a bridge within either state on which work is to be performed.

6. Effective Date, Duration, and Termination

This Agreement, and all obligations of the parties hereunder, shall become effective on the date provided above, or the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever date is later. This Agreement shall remain in force for a period of ten (10) years beyond the effective date.

Upon failure of either party to perform any obligation under this Agreement, the other party may elect to terminate the Agreement upon thirty (30) days written notice. Both parties may elect to jointly terminate this Agreement, effective thirty (30) days after the decision to terminate or in such other period of time to which the parties agree. The execution of a new agreement between the parties regarding the maintenance and preservation of jointly owned bridges shall terminate the Agreement.

7. Contingent Agreement

This Agreement sets forth a cooperative understanding between NHDOT and VTRANS. The policy and financial obligations set forth in this Agreement are contingent upon ongoing policy support and subject to legislative appropriation.

STATE OF NEW HAMPSHIRE
Department of Transportation

STATE OF VERMONT
Agency of Transportation

By: [Signature]

By: [Signature]
Joe Flynn, Secretary

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

Date: 7/1/20

[Signature]
Office of Attorney General
State of New Hampshire

Date: Feb 9 2020

[Signature]
Office of Attorney General
State of Vermont

This is to certify that the GOVERNOR AND EXECUTIVE COUNCIL of the State of New Hampshire on _____, 20__ approved this AGREEMENT as Item # _____.

Date: AUG 05 2020

ATTEST:

By: [Signature]
DEPUTY SECRETARY OF STATE

ATTACHMENT "A"
NEW HAMPSHIRE - VERMONT CONNECTICUT RIVER BRIDGES
(SOUTH TO NORTH)

Conn. River Bridge #	TOWN	NH Bridge No.	Route	Overall Length (ft)	Maintenance/Preservation %	
					NH (%)	VT (%)
1	HINSDALE, NH - BRATTLEBORO, VT	042/044	NH 119	339	100	0
2	HINSDALE, NH - BRATTLEBORO, VT	041/040	NH 119	339	93	7
3	CHESTERFIELD, NH - BRATTLEBORO, VT	040/093	(Old) NH 19	440	91	9
3A	CHESTERFIELD, NH - BRATTLEBORO, VT	040/096	NH 9	442	95	5
4	WALPOLE, NH - WESTMINSTER, VT	132/062	NH 123	468	92	8
5	WALPOLE, NH - BELLOWS FALLS, VT (VILAS BRIDGE)	062/052	Bridge Street	230	91	9
6	WALPOLE, NH - BELLOWS FALLS, VT	058/043	NH 12	615	74	26
7	CHARLESTOWN, NH - SPRINGFIELD, VT	135/052	NH 11	500	100	0
8	CHARMONT, NH - ASCUTNEY, VT	065/134	NH 12 & 103	678	87	13
9	CORNISH, NH - WINDSOR, VT	064/108	Toll Bridge Rd	450	96	4
10	LEBANON, NH - HARTFORD, VT	044/103	SH 1-89	846	76	24
11	LEBANON, NH - HARTFORD, VT	044/104	NB 1-89	847	76	24
12	LEBANON, NH - WHITE RIVER JUNCTION, VT	058/128	US 4	418	87	13
13	HANOVER, NH - NORWICH, VT (LEDYARD BRIDGE)	026/056	NH 10A	467	69	31
14	LYME, NH - THETFORD, VT	053/112	E. Thetford Rd	469	86	14
15	ORFORD, NH - FAIRLEE, VT	062/124	NH 25A	432	80	20
16	PIERMONT, NH - BRADFORD, VT	022/103	NH 25	355	89	11
17	HAVERHILL, NH - NEWBURY, VT	099/149	Newbury Rd	493	82	18
18	HAVERHILL, NH - WELLS RIVER, VT	219/178	US 302	262	98	2
19	MONROE, NH - BARNET (MCINDOES), VT	081/106	McIndoes St	308	93	7
20	MONROE, NH - BARNET, VT	110/125	Barnet Street	392	78	22
20A	MONROE, NH - BARNET, VT	n/a	Barnet Street	124	0	100
21	LITTLETON, NH - WATERFORD, VT	104/136	SB 1-93	668	65	35
22	LITTLETON, NH - WATERFORD, VT	105/135	NB 1-93	670	65	35
23	LITTLETON, NH - WATERFORD, VT	109/134	NH 18	533	67	33
24	DALTON, NH - LUNENBURG, VT	089/130	Gilman Road	547	85	15
24A	DALTON, NH - LUNENBURG, VT	090/130	(Old) Gilman Rd	591	86	14
25	LANCASTER, NH - LUNENBURG, VT	039/105	Spr 135	266	91	9
26	LANCASTER, NH - GUILDFORD, VT	111/129	US 2	404	80	20
27	NORTHAMPTON, NH - GUILDFORD, VT	141/059	Guildhall Road	314	84	16
28	STRATFORD, NH - MAIDSTONE, VT	098/064	Hog Road	152	50	50
29	STRATFORD, NH - BLOOMFIELD, VT	029/206	Bridge Street	420	94	6
30	COLUMBIA, NH - LEMINGTON, VT	077/140	Columbia Bridge Road	146	82	18
31	COLEBROOK, NH - LEMINGTON, VT	039/107	NH 26	164	90	10
32	STEWARTSTOWN, NH - CANAAN, VT	028/146	Main Street	240	67	33
33	STEWARTSTOWN, NH - BEECHER FALLS, VT	054/163	Beecher Falls Rd	232	72	28

NOTES OF UNDERSTANDING:

- The percentages for maintenance/preservation are based on the overall length of each bridge
- The percentages are calculated and apply to maintenance and preservation only, including engineering
- Percentages for major preservation, rehabilitation or replacement will be established under separate agreements
- Replacement bridges or new bridges will have their percentages established at the time of construction and those percentages will be reflected in a revised Attachment "A" with a revision date and a note referencing the agreement
- STRATFORD, NH - MAIDSTONE, VT (bridge 28) - Maintenance responsibility for this bridge has been legislatively established at 50% for each state, rather than the actual percentage of ownership. This includes the 40 foot flanking spans in Vermont
- MONROE, NH - BARNET, VT (bridges 20 & 20A) - This crossing consists of two trusses. The smaller westerly truss (124' in length) is owned by the Town of Barnet. The main span (392' in length) is jointly maintained by NHDOT and the Town of Barnet as indicated above

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INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

LYME, NH - THETFORD, VT

CONNECTICUT RIVER BRIDGE NO. 14 - NH BR. NO. 053/112

NH FEDERAL PROJECT NO. A000(394) - NH STATE PROJECT NO. 14460

DESIGN AND CONSTRUCTION PHASES

THIS AGREEMENT is made this 6th day of March, 2013 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 East Thetford Road over the Connecticut River (NH Br. No. 053/112 and Connecticut River Br. No. 14) between the Towns of Lyme, NH, and Thetford, VT. The work is anticipated to include rehabilitation of the 2-span steel truss bridge and all associated roadway approach work.
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 10% Vermont and 90% 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 design overhead costs.
 - NHDOT shall perform all the necessary design for the approaches in New Hampshire and Vermont 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 bridge ownership lengths. For all approach design performed after this phase, VTrans shall reimburse NHDOT for approach design work in Vermont based on a percentage determined by the length of the Vermont approach divided by the total length of both approaches. 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 and overhead costs. VTrans shall reimburse the NHDOT for its proportional share, based on the following:
 - o Costs for the superstructure of the bridge, any temporary bridge (if required), and Mobilization, shall be shared as described above in Paragraph 2(a) of this Agreement, i.e., 10% Vermont and 90% New Hampshire.

INTERSTATE AGREEMENT
Lyme, NH – Thetford, VT
NH Federal Project No. A000(394)
NH State Project No. 14460

2. The division of all costs for this project will be as follows: (continued)
 - d. Construction Costs (continued):
 - o VTrans shall reimburse NHDOT for costs for the substructure repairs (if needed) and all environmental work based on the cost of the actual work performed in Vermont.
 - o 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 end of project in Vermont) 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.
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.

INTERSTATE AGREEMENT
Lyme, NH - Thetford, VT
NH Federal Project No. A000(394)
NH State Project No. 14460

- 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.
- 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: 

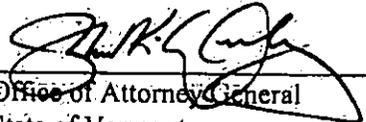
By: 

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

Date: 2/18/13


Office of Attorney General
State of New Hampshire

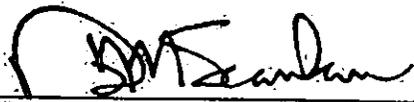
Date: 1/11/2013


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: MAR 06 2013

ATTEST:

By: 

DEPUTY SECRETARY OF STATE