



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



74A

William Cass, P.E.
 Commissioner

David Rodrigue, P.E.
 Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
 Deputy Commissioner

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

Bureau of Bridge Design
 April 26, 2023

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 rehabilitation of two existing trusses (NH Br. Nos. 042/044 & 041/040), which were built in 1920, currently 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 80% by NH and 20% 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 bridges and includes final design and construction activities. This project's construction (Hinsdale, NH – Brattleboro, VT – 12210D) is planned in FY 2025-2027 with an estimated construction cost of \$9,258,442. These structures will be rehabilitated once the construction of the new bridge (NH Br. No. 043/044) is completed and NH Route 119 has been relocated, which is anticipated to be complete in late 2024.

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 80% by New Hampshire and 20% 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,

William J. Cass, P.E.
 Commissioner

Attachments



State of Vermont
Contract Administration
Barre City Place
219 North Main Street, Suite 105
Barre VT 05641
<http://vtrans.vermont.gov>

Agency of Transportation
Finance & Administration
(phone) 802-622-1285
(ttd) 800-253-0191

TO: IN-HOUSE REVIEW
FROM: Melissa Davis, Contract Specialist
DATE: April 12, 2023
SUBJECT: NH Interstate Agreement
OA0039 Hinsdale – Brattleboro Truss Bridge Rehab

NOTE: This agreement has been in the works with NHDOT, Project Manager Gary Laroche and Gordon Landrigan, AAG and has now reached the final draft.

Please review and sign below.

DocuSigned by:
Gary Laroche
60A165F52C8B458

Gary Laroche, Structures Project Manager

Not Applicable
Audit

DocuSigned by:
Gordon Landrigan
2E0B0B44223E402...

Assistant Attorney General

Attachment
cc: Project File



COST-SHARING AGREEMENT

Between

**New Hampshire Department of Transportation
and**

**Vermont Agency of Transportation
For Design and Construction of Inter-State Bridges between
HINSDALE, NH and BRATTLEBORO, VT**

**NH FEDERAL PROJECT NO. X-A004(821)
NH STATE PROJECT NO. 12210D
VT CONTRACT NO. OA0039**

THIS AGREEMENT is made by and between the New Hampshire Department of Transportation (hereafter "NHDOT"), and the Vermont Agency of Transportation (hereafter "VTrans"). NHDOT and VTrans may be collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. Pre-existing bridge structures (Connecticut River Bridges Nos. 1 & 2 - NH Br. Nos. 042/044 & 041/040) carry VT Route 119 & NH Route 119 over the Connecticut River between the Town of Hinsdale, NH, and the Town of Brattleboro, VT.
- B. The Parties now intend to rehabilitate the two bridges and roadway in between per the requirements of the National Environmental Policy Act ("NEPA") document for the replacement bypass bridge (i.e., for usage by pedestrians, bicyclist, and other recreational activities). NHDOT agrees that it is responsible for acquiring the necessary NEPA authorization(s) and VTrans agrees to provide necessary support in this effort.
- C. The design and construction of the bridges, together with all associated highway approach work shall represent the "Project". The purpose of this Agreement is to establish the roles, responsibilities, and all cost-sharing arrangements between the Parties in connection with the Project.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. Project and Contract Administration:

- a. NHDOT will serve as the lead agency implementing the Project and shall procure and administer all contracts to design and construct the Project (the "Design Contract" and the "Construction Contract" or collectively the "Project Contracts") in accordance with the plans and specifications developed by NHDOT and reviewed and accepted by VTrans.
- b. The NHDOT will send final contract documents to VTrans for review and comment at least 30 days prior to NHDOT's submission to FHWA. No portion of the Project shall

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be advertised for bidding until the review is complete and all comments resolved, at which time VTrans will approve in writing the Project advertisement. VTrans shall process its review and comment within 30 calendar days of receipt of such final contract documents. Failure to respond within 30 calendar days shall be deemed acquiescence to NHDOT finalizing contract documents without review and comment of VTrans.

- c. The NHDOT will give VTrans the opportunity to review the contract bids. The Contract will not be awarded until NHDOT receives a letter of concurrence from VTrans. VTrans shall process its review and comment within 10 business days. Failure to respond within 10 business days shall be deemed acquiescence to NHDOT selecting a contract bid without concurrence of VTrans.
- d. NHDOT currently anticipates advertising the Project for solicitation of competitive construction bids in 2025. Construction is estimated to extend through two construction seasons. Actual dates may vary based upon public input, availability of funding and other factors encountered during the project's development. Changes will be coordinated with VTrans before being finalized.
- e. If applicable, the work administered shall include any approved additional work requested by either the Town of Hinsdale, New Hampshire ("Hinsdale") or the Town of Brattleboro, Vermont ("Brattleboro"), subject to review, approval and cost-sharing as further set out in a separate Municipal Agreement, also known as a Finance & Maintenance Agreement (F&MA) in Vermont or a Municipal Agreement in New Hampshire, with the Town(s).
- f. NHDOT shall be the sole administrator of the Project Contracts and will pay all Project Contract costs up front, subject to the cost sharing allocations set out in the *Project Cost Sharing* section of this Agreement.
- g. NHDOT agrees that it shall not hire a consultant or contractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project by any federal department or agency, and shall require its contractors and consultants to ensure that their subcontractors and principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project by any federal department or agency. NHDOT shall notify VTrans promptly if it becomes aware of a Project contractor, subcontractor, consultant, or principal being disqualified from Project participation under the terms of this section.

2. Project Scope, Design and Pre-Construction Responsibilities:

- a. Project scope that will be the subject of the Project Contracts shall include design and construction of the bridge portion of the Project, as well as all associated approach work on both VT Route 119 & NH Route 119 (the "Project Scope").

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- b. Subject to the limitations described in Section 2.c. below, Project Scope shall also include:
- 1) all necessary design elements associated with environmental, archaeological and cultural resources in both New Hampshire and Vermont;
 - 2) all Right-of-Way design elements in both New Hampshire and Vermont; and
 - 3) all permitting and utilities elements directly associated with the rehabilitation of the bridge structure itself.
- c. NHDOT will consult VTrans before implementing any adjustments to the Project Scope, and VTrans will, likewise, notify NHDOT of any proposed changes it wishes to implement. Any such changes shall be in writing and mutually agreed upon by both Parties. To the extent that any requested or approved changes are due to additional work requested by either Hinsdale or Brattleboro, the costs of such additional work shall be borne by the Party associated with the state in which such work will occur. Any negotiation for cost sharing between a Party and Hinsdale or Brattleboro shall be separate from this Agreement and shall not affect the cost-sharing allocations set out between NHDOT and VTrans herein.
- d. NHDOT will provide VTrans a project delivery schedule identifying target dates of major activities including, but not limited to design phase milestones and target meeting dates for each discipline (Bridge, Highway, Environmental, Utilities) by December 1st of each year. NHDOT will also provide revised schedules as changes occur.
- e. Project Design Milestones. NHDOT agrees to share information about the Project with VTrans to review at the following times that include but are not limited to:
- 1) Meetings and documents regarding work in Vermont for all disciplines
 - 2) Formal public meeting(s);
 - 3) All design phase completions and reviews
 - a) NH Preliminary PS&E Highway and Bridge Plans (80%) / VT Final Plans
 - b) NH PS&E Highway and Bridge Plans (98%) / VT Pre-Contract Plans
 - c) NH Contract Plans (100%) / VT Contract Plans
 - 4) Changes in the Project schedule and costs.
- f. The NHDOT will coordinate with VTrans relative to any public meetings.
- g. NHDOT will invite the VTrans Project Manager to all meetings for which the consultant is scoped pertaining to work in Vermont for all disciplines including, but not limited to highway design, bridge design, specifications, environmental, Right-of-Way, utilities for design phase coordination/review, pre-advertisement, and pre-

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construction meetings.

- h. Responsibility for pre-construction activities not otherwise captured in the Project Contracts shall be allocated between the Parties as follows:

1) Environmental, Archaeological and Cultural Resources:

Each Party shall review all Project work regarding environmental, archaeological, and cultural resources located in or associated with that Party's State, including without limitation all permitting and mitigation needs. Each Party shall report to the other to clearly identify the work necessary to be performed and administered in its own State to satisfy Project needs, including identification of all deliverables affecting the Project and timelines expected to produce such deliverables (the "Environmental Actions and Deliverables"). NHDOT shall be responsible for performing, administering, and providing all necessary Environmental Actions and Deliverables required in New Hampshire, and VTrans shall be responsible for performing, administering, and providing all necessary Environmental Actions and Deliverables required in Vermont. Notwithstanding the foregoing, the Parties agree that all design costs (including preparation of permitting applications and mitigation) associated with the Environmental Actions and Deliverables shall be included in the Design Contract, with associated costs for design shared equally by the Parties as set out in the *Project Cost Sharing* section of this Agreement.

2) Right-of-Way ("ROW") Identification.

NHDOT shall identify, categorize (e.g. temporary construction easement, drainage easement), and quantify areas of ROW within Vermont that VTrans will need to acquire. NHDOT will provide VTrans the project's CADD files including the delineation of the acquisitions required as well as coordinate necessary revisions. VTrans will be responsible to develop Plans & Titles necessary to acquire this ROW from provided CADD drawings. Notwithstanding the foregoing, the Parties agree that all design costs associated with the ROW Deliverables shall be included in the Design Contract, with associated costs for design shared equally by the Parties as set out in the *Project Cost Sharing* section of this Agreement.

3) Environmental Permitting, ROW Acquisition, and Utilities.

Each Party shall review all Project requirements for environmental permitting, right-of-way acquisition, or utility impacts. Each Party shall report to the other to clearly identify the work necessary to be performed and administered in its own State to satisfy Project needs, including identification of all deliverables affecting the Project and timelines expected to produce such deliverables (the "Environmental Permitting, ROW Acquisition, and Utilities Actions and Deliverables"). NHDOT shall be responsible for performing, administering, and providing all necessary Environmental Permitting, ROW Acquisition, and Utilities Actions and Deliverables

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required in New Hampshire, and VTrans shall be responsible for performing, administering, and providing all necessary Environmental Permitting, ROW Acquisitions, and Utilities Actions and Deliverables required in Vermont. NHDOT will prepare necessary plans and forms so VTrans may apply for environmental permits, appraise and purchase right-of-way, and arrange for relocation of utilities. Prior to Project advertisement, VTrans shall provide NHDOT with all permits or agreements for which VTrans is responsible under this subsection. Each Party shall be responsible for its costs associated with work performed under this subsection. Notwithstanding the foregoing, the Parties agree that all costs associated with the Environmental Permitting, ROW Acquisition, and Utilities Actions and Deliverables, to the extent that such are directly related to the construction of the Project, shall be shared by the Parties as set out in the Project Cost Sharing section of this Agreement.

3. Project Cost Sharing:

a. Project costs incurred will be divided between the Parties as follows:

1) Design Costs:

All design costs for the bridge (includes bridge 042/044 and 041/040) portion of the project, as designed by the NHDOT and reviewed and approved by VTrans, shall be charged at 80% New Hampshire, 20% Vermont plus 10% overhead on Vermont's portion of the cost.

NHDOT shall perform all the necessary design for the roadway approaches in New Hampshire and Vermont including VT Route 119 / NH Route 119 and shall incorporate that design into the overall project construction plans. The Vermont approach will extend approximately seventy-five feet (75') westerly from the Anna Marsh Bridge (041/040) to transition the existing northerly sidewalk to the interior of the bridge and delineate a bicycle path. These costs for the design of the roadway approaches shall be charged at 20% Vermont and 80% New Hampshire plus 10% overhead on Vermont's portion of the cost.

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.

Any 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.

2) Environmental, Archaeological, and Cultural Resource Costs:

VTrans shall reimburse NHDOT 100% for the cost of any work plus 10% 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

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New Hampshire.

3) 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.

4) 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 plus 10% overhead, based on the following:

- a) All construction Costs for the bridges shall be shared 20% Vermont and 80% New Hampshire.
 - b) VTrans shall reimburse NHDOT for 100% of the costs for the Vermont roadway approach 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. For this calculation, project length will mean the approach length to the bridge plus the percent bridge length defined in the Interstate Bridge Maintenance Agreement between the states of New Hampshire and Vermont - Attachment "A". NHDOT will formalize the cost split of this subsection in writing after quantities have been finalized and will provide to VTrans for approval via official memorandum by both parties.
 - d) 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 c) above and will be documented in a contract change order.
 - e) Costs for Construction Engineering, including Contract Administration (Resident Engineering), Inspection, Shop Inspection, Shop Drawing Review, etc. shall be based on the percentage of the construction costs for the bridges, i.e., 20% Vermont and 80% New Hampshire.
- 5) Any funds received by the NHDOT and/or VTrans from the Federal Highway Administration's (FHWA) Innovative Bridge Research and Deployment (IBRD) Program, BUILD Grant, or other such similar and program specific funds, shall be

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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. Invoicing and Payment:

- a. NHDOT will invoice VTrans on a monthly basis for VTrans's share of Project Costs incurred to date.
- b. VTrans will submit payment to NHDOT within 30 days of invoice receipt. If VTrans does not concur with invoiced charges, they must contact NHDOT within 15 days of invoice receipt. Additional review time will be required for invoices spanning several months. NHDOT Project invoices sent to VTrans for reimbursement shall include all supporting documentation (e.g., proof of payment) and show all previous payments made by VTrans for this Project as a credit toward the amount owed to NHDOT for each phase including overhead.
- c. Each Party will document its internal staff costs related to construction engineering, including overhead, and will invoice one another on a monthly basis, such that each Party has assumed responsibility for its agreed upon, allocated share of such costs. Each Party shall provide one another with all appropriate supporting documentation (i.e. proof of payment/billable hours) of such costs.
- d. NHDOT shall provide invoices that properly represent payment for work that has been completed and paid for by NHDOT.
- e. Invoicing Disputes.
 - 1) If VTrans does not concur with invoiced charges as set out in Section 3. above (the "Dispute"), and the Dispute cannot be resolved between the Parties' respective Project Managers and/or Administrators, the Dispute shall be referred to NHDOT's Assistant Commissioner/Chief Engineer and VTrans' Chief Financial Officer, or their selected designees (the "Executive Officers"), for review and negotiation.
 - 2) If the Executive Officers are unable to resolve the Dispute, either party may seek whatever remedies are available at law.

5. Construction Implementation and Oversight:

- a. NHDOT shall ensure that the Project is constructed in accordance with the Construction Contract.
- b. VTrans may inspect the work on the Project upon reasonable notice to NHDOT.

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- c. VTrans will allow NHDOT'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 approved by NHDOT and reviewed by VTrans. VTrans will further ensure that Brattleboro allows the same control by the contractor.
- d. NHDOT will keep VTrans informed as to Project construction progress and shall communicate promptly regarding any impacts that could affect the Project schedule or Estimated Project Costs.
- e. 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.

6. Miscellaneous Provisions:

- a. This Agreement, and all obligations of the Parties hereunder, shall become effective when signed by all signatories and on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire.
- b. 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.
- c. VTrans shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers, and records pertaining to the Project, including, but not limited to, accounting and auditing records upon which the costs to VTrans are to be based.
- d. Non-Appropriation Notwithstanding any other provision of this Agreement, if VTrans or NHDOT does not receive sufficient funds to fund this Agreement and other obligations of VTrans or NHDOT, if funds are de-appropriated, or if VTrans or NHDOT do not receive legal authority to expend funds from its Legislature or courts, then VTrans and NHDOT are not obligated to move forward with the Project. However, any costs incurred prior to any such notice still remains billable and reimbursable as indicated.
- e. No Employee Benefits for Parties. The Parties understand that each State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will either State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Parties understand that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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- f. Independence. The Parties will act in an independent capacity and not as officers or employees of the other State.
- g. False Claims Act.
In the event Vermont investigates, audits, or in any other manner seeks information related to an allegation, suspicion, or a formal investigation of a Party Contractor's violation of the Vermont or Federal False Claims Act as related to this Project, the Party agrees to fully cooperate, in good faith and as permitted by law, with such inquiries. The Party furthermore agrees to extend such cooperation to any government entities assisting the State of Vermont with, or conducting their own independent inquiries of, state or federal False Claims Act inquiries related to this Project, including but not limited to the Vermont Agency of Transportation, the Vermont Attorney General's Office, all Vermont state law enforcement entities, the U.S. Department of Justice, the U.S. Marshalls Service, the Federal Bureau of Investigation, the Office of Inspector General, the U.S. Department of Transportation, and the Federal Highway Administration
- h. Whistleblower Protections. The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- i. Location of Vermont Data. No State of Vermont data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State of Vermont.
- j. Records Available for Audit. The Parties shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Parties in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the States' or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- k. Each Party agrees to enter into a municipal agreement with their corresponding local municipality to ensure the provision of utilities, and the maintenance of all

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improvements and fixtures constructed, installed or furnished within that portion of the Project located in a Party's state, including all winter snow and ice control, in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards and to ensure that the bridges remain open to public use. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by the Parties to address maintenance and/or repairs described in this paragraph.

- i. 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 the other Party. In the event of termination, the Parties will be responsible for their share of any costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project Scope and the Project Contracts as of such date of termination. Each Party will be individually responsible for any FHWA payback requirements imposed on that Party by FHWA due to such termination.
- m. Governing Law. Activities carried out under this Agreement shall be performed in compliance with all applicable state and federal laws, statutes, rules, regulations, standards and guidelines. To the extent not otherwise governed by federal law, the respective rights and obligations of the Parties under this Agreement with respect to activities conducted within the limits of the State of New Hampshire will be governed by New Hampshire law (without regard to conflicts-of-law principles that would require the application of any other law), and the respective rights and obligations of the Parties under this Agreement with respect to activities conducted by a Party within the limits of the State of Vermont will be governed by Vermont law (without regard to conflicts-of-law principles that would require the application of any other law).
- n. Defense and Indemnity. Each Party is self-insured. VTrans and the NHDOT shall be liable for the wrongful and negligent acts and omissions of their respective employees, officers, and agents when acting within their scope of employment, to the extent permitted under each State's Tort Claims Act (12 V.S.A. Chapter 189 and N.H. R.S.A. Chapter 541-B, respectively). Nothing in this agreement, however, shall be construed as an express or implied waiver by VTrans or the NHDOT of any applicable governmental or sovereign immunity, as an express or implied acceptance by VTrans and NHDOT of liabilities arising as a result of actions which lie in tort in excess of any liabilities allowable under the applicable state law, as a pledge of the full faith and credit of either state or as the assumption by VTrans or the NHDOT of a debt, contract or liability in violation of applicable law
- o. The Parties shall avoid hindering each other's performance, fulfill all obligations

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diligently, and cooperate in achievement of the intent of this Agreement.

- p. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without the express written permission of both Parties.
- q. This Agreement constitutes the entire agreement between the Parties; supersedes all prior oral or written agreements, understandings, and courses of dealing between the Parties with regard to the subject matter of this Agreement; and may only be amended or modified by a writing signed by all Parties and approved by New Hampshire's Governor and Executive Council.
- r. All provisions of this Agreement as appended, except those which by their very nature are intended to survive, shall expire upon completion of Project construction and final collection and/or payment of all outstanding Project invoices, if any.
- s. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

7. Notices:

Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests, or notices shall be sent to the other party as follows:

VTrans: Vermont Agency of Transportation
219 N. Main Street
Barre, VT 05641
Attn.: Gary Laroche
Email: Gary.Laroche@vermont.gov

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NHDOT: New Hampshire Department of Transportation
7 Hazen Dr.
P.O. Box 483
Concord, NH 03302-0483
Attn.: _____
Email: _____

This AGREEMENT is here by executed by the Parties and effective when signed by all signatories and on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire as documented below.

STATE OF NEW HAMPSHIRE
Department of Transportation

STATE OF VERMONT
Department of Transportation

By: William J. Cass
William J. Cass
Commissioner

DocuSigned by:
By: Mr. Flynn
EDBFF896A05C4E8

Duly authorized

Duly authorized

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

Date: 6/2/2023

By: Emily C. Flynn

Office of Attorney General
State of New Hampshire

This is to certify that the GOVERNOR AND EXECUTIVE 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

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	040/095	(Old) NH 9	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	635	74	26
7	CHARLESTOWN, NH - SPRINGFIELD, VT	135/052	NH 11	500	100	0
8	CLAREMONT, 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	SB I-89	846	76	24
11	LEBANON, NH - HARTFORD, VT	044/104	NB I-89	847	76	24
12	LEBANON, NH - WHITE RIVER JUNCTION, VT	058/128	US 4	448	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	032/103	NH 25	333	89	11
17	HAVERHILL, NH - NEWBURY, VT	099/149	Newbury Rd.	493	87	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 I-93	668	65	35
22	LITTLETON, NH - WATERFORD, VT	105/135	NB I-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	Spur 135	266	91	9
26	LANCASTER, NH - GUILDHALL, VT	111/129	US 2	404	80	20
27	NORTHUMBERLAND, NH - GUILDHALL, VT	141/059	Guildhall Road	314	84	16
28	STRATFORD, NH - MAIDSTONE, VT	098/064	Bog 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:

1. The percentages for maintenance/preservation are based on the overall length of each bridge.
2. The percentages are calculated and apply to maintenance and preservation only, including engineering.
3. Percentages for major rehabilitation or replacement will be established under separate agreements.
4. 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.
5. 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 span in Vermont.
6. 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.

Certificate Of Completion

Envelope Id: A6ACC15CA92F45AE8E47CD1454DE899E
Subject: OA0039_Interstate Agreement Hindsale-Brattleboro Truss Bridge Rehab 12210D
Source Envelope:
Document Pages: 14
Certificate Pages: 2
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Melissa Davis
One National Life Drive - Dewey Building
Montpelier, VT 05620-2001
Melissa.Davis@vermont.gov
IP Address: 104.219.99.11

Record Tracking

Status: Original
4/12/2023 5:06:04 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Melissa Davis
Melissa.Davis@vermont.gov
Location: DocuSign
Pool: StateLocal
Pool: AOT - Agency of Transportation - AOT40
Location: DocuSign

Signer Events

Gary Laroche
Gary.Laroche@vermont.gov
SOV
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Gary Laroche
80A15F072CB458

Timestamp

Sent: 4/12/2023 5:09:42 PM
Viewed: 4/13/2023 6:20:14 AM
Signed: 4/13/2023 6:25:18 AM

Signature Adoption: Pre-selected Style
Using IP Address: 72.73.69.22

Electronic Record and Signature Disclosure:
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Jon Landrigan
Jon.Landrigan@vermont.gov
AAG
SOV
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jon Landrigan
75C09844223E487

Sent: 4/13/2023 6:25:20 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 159.105.162.23

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Joe Flynn
joe.flynn@vermont.gov
Secretary
Vermont Agency of Transportation
Security Level: Email, Account Authentication (None)

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Joe Flynn
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In Person Signer Events

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Notified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/12/2023 5:09:42 PM
Certified Delivered	Security Checked	4/13/2023 10:39:45 AM
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Completed	Security Checked	4/13/2023 10:42:42 AM

Payment Events	Status	Timestamps
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