



The State of New Hampshire
Department of Transportation



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Bridge Design
August 27, 2026

Requested Action

- Pursuant to RSA 237:15-a, authorize the Department of Transportation, Bureau of Turnpikes to transfer Turnpike Funds in the amount of \$3,500,000 to budget and expend costs for bridge rehabilitation on the Piscataqua River Bridge in FY 2027, effective upon the date of Governor and Council approval through June 30, 2027. **100% Turnpike Funds.**

FROM: 04-096-096-961017-363615-0000 Turnpike Fund

\$3,500,000

04-096-096-961017-70250000	Current Budget FY 2027	Requested Change	Revised Budget FY 2027
Renewal and Replacement			
Revenue:			
000017 Turnpike Fund	\$28,330,000	\$3,500,000	\$31,830,000
Total	\$28,330,000	\$3,500,000	\$31,830,000
Expenses:			
020 500200 Current Expense	\$10,000	0	\$10,000
029 500290 Interagency Transfers	\$2,400,000	0	\$2,400,000
037 500174 Technology Hardware	-	0	-
038 509038 Technology Software	-	0	-
046 500463 Consultants	\$900,000	\$1,000,000	\$1,900,000
047 500240 Own Forces Maint – Bldg & Grounds	\$10,000	0	\$10,000
048 500226 Contractual Maint – Bldg & Grounds	\$10,000	0	\$10,000
400 500870 Construction Repair Materials	\$25,000,000	\$2,500,000	\$27,500,000
Total	\$28,330,000	\$3,500,000	\$31,830,000

The Turnpike Fund balance as of June 30, 2026, was \$96.8 million.

- Contingent upon requested action #1 and pursuant to RSA 228:39, authorize the Department of Transportation to enter into a Cooperative Agreement with the State of Maine to allow the Department to reimburse Maine for its 50% share of total project costs, estimated to be \$10,000,000.00, for work associated with bridge rehabilitation on the Piscataqua River Bridge (NH Br. Nos. 258/128) carrying I-95 over the Piscataqua River between Portsmouth, New Hampshire, and Kittery, Maine, effective upon Governor and Council approval through November 19, 2029.

Funds to support this request are anticipated to be available in the following account in State FY 2027 upon the budget and expend approval of funds effective for FY2027 (as requested in #1 above).

Funding is available as follows:	FY 2027	FY 2028	TOTAL
04-96-96-96017-7025			
Turnpikes Renewal Replacement	\$4,500,000	\$4,500,000	
400-500870			
Construction Repair Materials			\$10,000,000
04-96-96-96017-7025			
Turnpikes Renewal Replacement	\$1,000,000		
046-500464			
Consultants			

Explanation

1. The Transfer of \$3,500,000 from the Turnpike Fund to Turnpikes Renewal Replacement (70250000 – Class 046 and 400) for FY 2027 allows payment of FY 2027 contract expenditures under the Cooperative Agreement with the State of Maine for the bridge rehabilitation on the Piscataqua River Bridge.
2. 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 paint the lower portion of the bridge from the so-called “splash zone” downward to the bridge piers. This project (Portsmouth, NH – Kittery, ME - 44404) is planned to begin construction in FY 2027 with an estimated construction cost of \$20,000,000. Work also includes engineering, design, construction, inspection, and final acceptance of the completed project, and final project closeout by Maine Department of Transportation (Maine DOT).

The Agreement, after approval by Governor and Council, allows Maine to bill New Hampshire for New Hampshire’s share of costs for engineering design (class 046) and applicable construction (class 400) work incurred by Maine. The division of costs between New Hampshire and Maine for this project is 50% by NHDOT and 50% by Maine DOT, as stated in the Agreement. Work for this project is being administered by Maine DOT.

The Agreement has been approved by the Attorney General as to form and execution. 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,



David M. Rodrigue, PE
Commissioner

Attachments

COST-SHARING AGREEMENT
Between
Maine Department of Transportation
and
New Hampshire Departments of Transportation
For Painting of an Inter-State Bridge between
Kittery, ME and Portsmouth, NH

ME FEDERAL PROJECT NO. 2812200 – Maine WIN 28122.00
NH STATE PROJECT NO. 44404

THIS AGREEMENT is made by and between the New Hampshire Department of Transportation (hereafter “NHDOT”), and the Maine Department of Transportation (hereafter “MaineDOT”). NHDOT and MaineDOT may be collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The existing Piscataqua River Bridge truss span (ME Br. No. 6330/NH Bridge Portsmouth 258/128) carries I-95 Northbound and Southbound in the towns of Kittery, Maine and Portsmouth, New Hampshire over the Piscataqua River (the “Bridge”).
- B. The Parties now intend to paint the lower portion of the Bridge from the so-called “splash zone” downward to the Bridge piers.
- C. The painting of the Bridge, together with all associated traffic control measures, shall collectively 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. MaineDOT will serve as the lead agency implementing the Project and shall procure and administer all contracts to complete the Project (collectively, the “Project Contracts”) in accordance with the plans and specifications developed by MaineDOT and reviewed and accepted by NHDOT.
- b. MaineDOT will send final contract documents to NHDOT for review and comment. No portion of the Project shall be advertised for bidding or otherwise awarded until the review is complete and all comments resolved, at which time NHDOT will approve in writing the Project advertisement. NHDOT shall process its review and comment within 30 calendar days of receipt of such final contract documents.
- c. The MaineDOT will give NHDOT the opportunity to review the contract bid(s). The Project Contracts will not be awarded until Maine DOT receives a letter of concurrence from NHDOT. NHDOT shall process its review and comment within one week of receipt of the contract bid(s).

- d. MaineDOT expects to advertise the painting component of the Project for solicitation of competitive bids in 2027. The Project is expected to extend through the 2028 construction season, unless the Parties agree to a different schedule.
- e. MaineDOT will select a consultant to design and implement the Traffic Control aspects of the Project through a qualifications based selection process.
- f. MaineDOT 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 and Invoicing* section of this Agreement.
- g. MaineDOT 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. MaineDOT shall notify NHDOT 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 removal of deteriorating existing paint and application of new paint to the Bridge truss from the splash zone down to the Bridge piers, including the approved plan to implement such work (the "Construction Component"), together with design and implementation of all necessary traffic control measures over the Bridge along I-95 (the "Traffic Control Component") (collectively, the "Project Scope").
- b. Project Scope shall also include all necessary permitting elements directly associated with the Construction and Traffic Control Components, if any.
- c. MaineDOT will consult NHDOT before implementing any adjustments to the Project Scope, and NHDOT will, likewise, notify MaineDOT of any proposed changes it wishes to implement. Any such changes shall be in writing and mutually agreed upon by both Parties.
- d. Traffic Control Design Milestones. MaineDOT agrees to share information about the Project with NHDOT at the following milestones, as applicable:
 - Midpoint team meeting;
 - Public Process Activities;
 - 60% Plan Review;
 - 90% Plan Review;
 - Plans, Specifications and Estimate (PS&E) complete (98% complete);

- Changes in the Project schedule or engineer's estimate of costs.
- e. MaineDOT will submit all preliminary Project plans to NHDOT for review and comment. NHDOT will respond in writing with its comments and approval prior to any substantive work being performed on the final design of the Project by MaineDOT. NH DOT shall process its review and comment within 30 calendar days of receipt.
- f. MaineDOT will coordinate with NHDOT relative to any necessary public meetings. Further, NHDOT will attend any such public meetings held in Maine or New Hampshire to present the Project and participate in discussions, as needed and as appropriate.
- g. MaineDOT will invite the NHDOT Project Manager to the Project's pre-construction meeting.
- h. Responsibility for pre-construction activities not otherwise captured in the Project Contracts shall be allocated between the Parties as follows:
 - i. 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"). MaineDOT shall be responsible for performing, administering and providing all necessary Environmental Actions and Deliverables required in Maine, and NHDOT shall be responsible for performing, administering and providing all necessary Environmental Actions and Deliverables required in New Hampshire. Notwithstanding the foregoing, the Parties agree that all design costs associated with the Environmental Actions and Deliverables shall be included in the Project Contracts, with associated costs for design shared equally by the Parties as set out in the *Project Cost Sharing and Invoicing* section of this Agreement.

ii. Permitting and Utilities.

Each Party shall review all Project requirements for permitting 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 "Permitting and Utilities Actions and Deliverables"). MaineDOT shall be responsible for performing, administering and providing all necessary Permitting and Utilities Actions and Deliverables required in Maine, and NHDOT shall be responsible for performing, administering and providing all necessary Permitting and Utilities Actions and Deliverables required

in New Hampshire. Prior to Project advertisement, NHDOT shall provide MaineDOT with all permits or agreements for which NHDOT 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 Permitting and Utilities Actions and Deliverables, to the extent that such are directly related to the Construction and Traffic Control Components of the Project, shall be shared by the Parties as set out in the *Project Cost Sharing and Invoicing* section of this Agreement.

3. Project Cost Sharing and Invoicing:

- a. The estimated cost to complete the full Project Scope is **\$20,000,000.00** (the “Estimated Project Costs”). The Estimated Project Costs are broken down as follows:

Bridge Painting/Construction & Traffic Control	NHDOT Share 50%	MaineDOT Share 50%	Total Estimated Cost
Preliminary Engineering (Construction and Traffic Control)	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Right of Way (if needed)	\$5,000.00	\$5,000.00	\$10,000.00
Construction	\$7,995,000.00	\$7,995,000.00	\$15,990,000.00
Construction Engineering	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Subtotal	\$10,000,000.00	\$10,000,000.00	\$20,000,000.00
Total	\$10,000,000.00	\$10,000,000.00	\$20,000,000.00

- b. Notwithstanding the Estimated Project Costs outlined in the table above, all actual Project costs incurred (the “Actual Project Costs”) will be divided between the Parties as follows:

- i. **MaineDOT and NHDOT shall share equally (50% by each Party) in all Actual Project Costs associated with the following:**
1. All Traffic Control Component costs;
 2. All Construction Component costs;
 3. All Construction Component and Traffic Control Component costs incurred by either Party after execution of this Agreement in connection with either Party’s staff costs, excluding overhead, to the extent that such staff costs are directly associated with construction engineering (e.g., project management, inspection, plan and specification review);

4. All Permitting and Utility Actions and Deliverables costs to the extent that such costs are directly related to the Construction and Traffic Control Components of the Project.
- ii. **NHDOT and MaineDOT shall each pay 100% of its own costs incurred** outside of the Project Contracts in connection with the following:
 1. Environmental Actions and Deliverables that are not directly related to the Construction and Traffic Control Components of the Project;
 2. Permitting and Utility Actions and Deliverables that are not directly related to the Construction and Traffic Control Components of the Project;
 3. All staff costs that are not otherwise identified as construction engineering costs;
 4. All costs and activities that are expended or performed by either Party in connection with the Project prior to execution of this Agreement.
 - c. Provided that the Actual Project Costs are within 10% of the Estimated Project Costs, the Parties' shares will be allocated as set out above. Otherwise, the Parties reserve the right to reconsider the percentage allocations set out above. Any revision to the allocations set out above shall be in writing and approved by both Parties.
 - d. Invoicing and Payment:
 - i. MaineDOT will invoice NHDOT for its share of Project Costs incurred to date at intervals no more frequent than monthly and no less frequent than every three months.
 - ii. NHDOT will submit payment to MaineDOT within thirty (30) calendar days of invoice receipt. If NHDOT does not concur with invoiced charges, they must contact MaineDOT, within 15 days of invoice receipt.
 - iii. MaineDOT Project invoices sent to NHDOT for reimbursement shall include all supporting documentation (e.g. proof of payment) and show all previous payments made by NHDOT for this Project as a credit toward the amount owed to MaineDOT for each phase. The invoice structure shall include details of work completed consistent with the scope of work as set forth and agreed upon at the scoping meeting.
 - iv. Each Party will document its internal staff costs related to construction engineering, excluding overhead, and will reconcile these costs with one another upon completion of each phase of the Project (e.g. design phase, construction phase). Based on this periodic reconciliation, MaineDOT's next invoice to

NHDOT will reflect either a billable amount or credit due based on such reconciled costs for that phase of work, 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 when reconciliation calculations are made.

- v. Following Project completion and NHDOT's final inspection and written acceptance of the Project, and upon MaineDOT's final payment to all Project contractors after all quantities are verified and any required adjustments have been made, MaineDOT will invoice NHDOT for any remaining NHDOT share as determined by the contract prices, completed quantities of work, and all final reconciliation of MaineDOT and NHDOT internal staff costs. This final invoice will reflect any balance due to MaineDOT or credit owing by MaineDOT to NHDOT. If credit is owed to NHDOT, MaineDOT shall remit payment in the amount of such credit within 30 days of this final invoiced accounting.
- vi. MaineDOT shall certify that all invoices properly represent payment for work that has been completed and paid for by MaineDOT.
- vii. Invoicing Disputes.
 - 1. If NHDOT does not concur with invoiced charges as set out in Section 3.d.ii above (the "Dispute"), and the Dispute cannot be resolved between the Parties' respective Project Managers, the Dispute shall be referred to MaineDOT's Chief Engineer and NHDOT's Assistant Commissioner/Chief Engineer, or their selected designees (the "Executive Officers"), for review and negotiation.
 - 2. If the Executive Officers are unable to resolve the Dispute, it shall be referred to the American Arbitration Association ("AAA") for final arbitration and settlement between the Parties. The costs associated with any arbitration services provided by AAA shall be shared equally between the Parties.

4. Construction Implementation and Oversight:

- a. MaineDOT shall ensure that the Project is completed in accordance with the Project Contracts.
- b. NHDOT may inspect the work on the Project upon reasonable notice to MaineDOT.
- c. NHDOT will allow MaineDOT'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 MaineDOT and reviewed by NHDOT. NHDOT will further ensure that the City of Portsmouth allows the same control by the contractor.

- d. MaineDOT will keep NHDOT informed as to Project progress and shall communicate promptly regarding any impacts that could affect the Project schedule or Estimated Project Costs.
- e. MaineDOT will notify NHDOT when the Project is substantially complete, at which time NHDOT will inspect the work and will notify MaineDOT of either acceptance of the Project or items needing correction.

5. **General 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. NHDOT 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 NHDOT are to be based.
- d. Non-Appropriation. Notwithstanding any other provision of this Agreement to the contrary, all obligations of the State of Maine and the State of New Hampshire hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation of funding for this Agreement, in whole or in part. In no event shall the State of Maine or the State of New Hampshire be liable for any payments hereunder in excess of such available appropriated funds. The State of Maine and the State of New Hampshire shall have the right to reduce or terminate their obligations under this Agreement immediately upon giving the other respective State notice of such reduction or termination.
- e. 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, if applicable.

- f. 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 Maine will be governed by Maine law (without regard to conflicts-of-law principles that would require the application of any other law). Nothing herein shall be deemed to constitute a waiver of sovereign immunity of either the State of New Hampshire or the State of Maine, each of which is hereby reserved to the respective State.
 - g. The Parties shall avoid hindering each other's performance, fulfill all obligations diligently, and cooperate in achievement of the intent of this Agreement.
 - h. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without the express written permission of both Parties.
 - i. 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.
 - j. 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.
 - k. 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.
6. **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

INTERSTATE AGREEMENT

Kittery, ME – Portsmouth, NH

MaineDOT WIN 028122.00 FHWA Project No. 2812200 NH State Project No. 44404

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MaineDOT: Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Attn.: Devin Anderson, Project Manager
Email: devin.anderson@maine.gov

NHDOT: New Hampshire Department of Transportation
7 Hazen Dr.
P.O. Box 483
Concord, NH 03302-0483
Attn.: Michael Mozer
Email: michael.j.mozer@dot.nh.gov

This AGREEMENT is hereby 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

By: 
David M. Rodrigue, Commissioner
Duly authorized
Date: 8/14/2026

STATE OF MAINE

Department of Transportation

By: 
Dale F. Doughty, Commissioner
Duly authorized
Date: 13 August 26

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

Date: 8/26/26


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