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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Planning & Community Assistance
February 9, 2021

REQUESTED ACTION

Authorize, the Department of Transportation to enter into a **sole source** Project Agreement with the University of New Hampshire (UNH), Earth System Research Center, Durham, New Hampshire (Vendor #315187) to administer the acquisition of statewide high resolution orthorectified aerial imagery and deliverables to the Department for a fee not to exceed $76,200.00. This Agreement will become effective upon approval of Governor and Executive Council through March 31, 2023. 100% Federal Funds.

Funding is available as follows in Fiscal Year 2021 and is contingent upon the availability and continued appropriations of funds for Fiscal Year 2022 and Fiscal Year 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	FY 2021	FY 2022	FY 2023
04-96-96-962515-2944			
SPR Planning Funds			
046-500464 General consultants, non-benefit	$5,000.00	$60,000.00	$11,200.00

EXPLANATION

The Department requests this **sole source** agreement with the New Hampshire Geographically Referenced Analysis and Information Transfer (GRANIT) program, which is part of the UNH Earth Systems Research Center (ESRC). Because GRANIT is the New Hampshire's Statewide Geographic Information System (GIS) Clearinghouse, and where their staff has expert knowledge in geographic information systems, image processing and computer analysis, and where GRANIT staff has specific experience in this area from their collaborative work with the Department on the acquisition of the 2010 and 2015 statewide aerial imagery, we request this **sole source** approval.

The purpose of this agreement is to finalize technical requirements, develop and monitor project schedule, receive preliminary project deliverables and perform quality control, and deliver final imagery to the Department in coordination with efforts undertaken by the United States Geological Survey (USGS). The Department has a joint funding agreement with USGS to provide statewide high-resolution aerial ortho imagery services (approved by Governor and Executive Council on February 17, 2021 - Item #23).

GRANIT staff will work with the USGS staff to develop a project schedule that assures delivery of all products within the negotiated contract period. GRANIT staff will review the deliverables to ensure that all image products are complete and meet technical specifications. Additionally, GRANIT staff will make available the imagery to other state and federal partners, municipalities, non-governmental organizations, and the general public through a suite of services.

The funding source of Statewide Planning and Research (SPR) Part-1 is 80% Federal Funds with 20% state match. Turnpike toll credit is being utilized for match requirement, effectively using 100% Federal Funds. The Capital Budget Overview Committee approved the use of Turnpike Toll Credits on June 5, 2019 as item number CAP 19-011.

This Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to Governor and Council approval, the Agreement will be on file at the Department of Transportation.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the above-listed funds in the total amount of $76,200.00 in accordance with Federal Aid Program requirements.

Your approval of this submission is respectfully requested.

Respectfully,

Victoria F. Sheehan
Commissioner

VFS/GLD/dmp
Attachments

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Transportation**
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **NH Department of Transportation**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **3/31/23**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **New Hampshire 2021 Ortho Imagery Collection Management**

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Glenn Davison
Address: NH Department of Transportation
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483
Phone: 603-271-7145

Campus Project Administrator

Name: Lisa Scigliano
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 112
Durham, NH 03824
Phone: 603-862-0529

E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Glenn Davison
Address: NH Department of Transportation
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483
Phone: 603-271-7145

Campus Project Director

Name: David Justice
Address: UNH Earth Systems Research Center
Morse Hall
8 College Road
Durham, NH 03824
Phone: 603-862-4698

Campus Authorized Official KMJ
Date 02/02/21

F. Total State funds in the amount of **$76,200** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ Campus will cost-share % of total costs during the term of this Project Agreement.

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. from **FHWA** under CFDA# **20.205**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

☐ Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.

☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Transportation** have executed this Project Agreement:

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Director, Sponsored Programs Administration
Signature and Date:
Karen Jensen Digitally signed by Karen Jensen Date: 2021.02.02 15:39:37 -05'00'

By An Authorized Official of:
NH Department of Transportation
Name: Peter Stamnas
Title: Director of Project Development
Signature and Date:
2/9/2021

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Allison B Greenstein
Title: Assistant Attorney General
Signature and Date:
Allison B Greenstein 3/9/21

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official KMJ
Date 02/02/21

EXHIBIT A

A. Project Title: New Hampshire 2021 Ortho Collection Management

B. Project Period: Governor and Execute Council Approval - March 31, 2023

C. Objectives: The NH Department of Transportation (NHDOT) is undertaking a program to acquire statewide, high resolution aerial imagery. The program will involve working in coordination with the US Geological Survey (USGS) to select a commercial vendor to acquire and process the imagery. The objective of the proposed project is to coordinate and manage this program on behalf of NHDOT.

D. Scope of Work:

I. Project Initiation
Work with NHDOT, USGS, and selected vendor to initiate the project. This will include participation in meetings and any other activities, as necessary.

II. Develop and Monitor Project Schedule
NH GRANIT Project Director will coordinate with USGS staff and the selected aerial imagery vendor to develop a project schedule that assures delivery of all products within the negotiated contract period. If the contract requires a reporting component, NH GRANIT will review these periodic reports to assure contractor compliance with the agreed-upon schedule and will monitor all data deliveries.

III. Receive Preliminary Project Deliverables from Vendor and Perform QA/QC
NH GRANIT Project Director and staff will conduct an in-state review of deliverables to ensure that all image products are complete and meet the tile format and naming specifications defined in the vendor contract, and that metadata is comprehensive. Primary file content review will be performed by a third-party vendor under a separate agreement. UNH will also

1) Conduct a second-tier review of file image content on a minimum of 10% of each delivery lot to review;
2) Conduct a rapid assessment of the 2020 imagery relative to the 2015 imagery and report to DOT any findings relative to georeferencing based on DOT requests up to do 50 features (Such as bridges, intersections and facilities). If required to support the spatial assessment(s), DOT will conduct any field data collection required.
3) Conduct preliminary image quality and spatial reference checks during the collection process on 10 tiles from three (3) regions of the state (Northern, Central and South East) as the regions are collected and the data is processed.

IV. Receive, Archive, and Distribute Final Imagery
NH GRANIT Project Director and staff will receive and archive all imagery delivered by the vendor during the project. A copy of all final orthorectified imagery and associated documentation will be delivered to NHDOT. Additionally, imagery will be made available to other state and federal partners, municipalities, non-governmental organizations, and the general public, through a suite of services including: a) ArcGIS map and image services to provide online access to the imagery; b)

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Incorporation of these services in GRANITView and the NH Coastal Viewer (online data viewing tools); c) Incorporation of the online mapping services in the New Hampshire Geodata Portal; d) Production of town-based .zip files of compressed images, posting of the .zip files to the GRANIT ftp site, and notification to towns of the availability of these .zip files; and e) Provision of full resolution, uncompressed data on external media upon request.

E. Deliverables Schedule: All materials, maps, reports, documents and other work products specified in the Project's Scope of Work for preparation and submission by Campus Project Director shall be submitted to State Project Director on or before the due dates, and in the number of copies specified by State Project Director.

Quarterly progress reports documenting activities to date will be submitted to State Project Director for review and approval, as well as any draft or final copies of maps, analyses, reports and other evidence of the completion of elements of the Project's Scope of Work.

F. **Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below. No time will be charged to the project prior to the notice to proceed.

State Funding Total

Salaries	37,804
Fringe Benefits	16,557
Supplies	2,000
F&A	19,839
Total	76,200

Budget Justification Narrative

1. Salaries and Wages: We request 3.1 months of calendar year salary in Year 1 and 1.0 months in Year 2 for PI David Justice who will be responsible for participation in project initiation; helping to develop and monitor project schedule; receiving preliminary project deliverables from vendor and performing QA/QC; receiving, archiving, and distributing final project deliverables. We also request 1.2 months of calendar year salary in Year 1 for Christopher Phaneuf who will perform QA/QC and distribute final project deliverables.

2. Fringe Benefits: The full fringe benefit rate is 43.8% and is applied to the salaries for Justice and Phaneuf.

3. Other direct costs: Computer Services: We request $1,000 per year for computer services including contributions to data backup charges and server hosting expenses.

4. Facilities and Administrative Costs: The rate base for externally funded programs is modified total direct costs("MTDC"). MTDC is the total of all direct costs of the project, minus the following
exclusions: equipment over $5,000, capital expenditures, tuition and fees, rental cost for off-site

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facilities, scholarships, fellowships, participant support costs and sub award costs over $25,000. The F&A rate is 35.2% in all four years.

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Date 02/02/21

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**.

Campus Authorized Official KMJ
Date 02/02/21